

GENERAL TERMS AND CONDITIONS OF SALE B2B

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1. General Terms and Conditions

1.1. These General Terms and Conditions of Sale (hereinafter referred to as "T&C") apply to all sales of products and goods (hereinafter individually referred to as "Product" or collectively as "Products") made by ROTHO BLAAS BUILDINGS MATERIAL TRADING LLC, Unit 17 Ground Floor, Jurf Industrial 1, Ajman – UAE, Phone: +971528824592 (hereinafter, "RB"), unless expressly agreed otherwise. Any exceptions agreed upon between RB and the Client (hereinafter individually referred to as the "Party" and collectively as the "Parties") for specific orders shall apply exclusively to those orders and shall not constitute a modification of these T&C for other purchases made by the Client.

1.2. RB shall supply the products exclusively based on these T&C and any other agreement expressly signed by both Parties after the date of execution of these T&C. RB expressly rejects, and shall not be bound by, any terms and conditions of the Client, including any general terms of purchase, purchase order terms, order confirmations or similar documents, even where such terms are referred to, attached, transmitted or otherwise made available by the Client, and even if RB does not expressly object to them, unless such terms are expressly accepted in writing by RB after the date of execution of these T&C. Any prior or contemporaneous agreement, arrangement, understanding, correspondence, quotation, offer, purchase order, or other document inconsistent with these T&C shall be superseded and replaced by these T&C and shall have no further force or effect, unless expressly confirmed in writing by RB after the date of execution of these T&C.

1.3. If any provision of these T&C, or of any other agreement entered into by the Parties in connection with the supply of the Products, is held to be invalid, illegal, void or unenforceable, in whole or in part, such invalidity, illegality, voidness or unenforceability shall not affect the validity and enforceability of the remaining provisions, which shall remain in full force and effect.

2. Technical documentation

2.1. The updated version of the technical documentation is available online at <https://www.rothoblaas.com/>. It is recommended to consult the technical data sheets prior to use the products to obtain detailed information regarding product design and installation.

2.2. RB shall not be held liable for any typographical errors relating to technical data, drawings, references to weights and measurements, or translations contained in the catalogues.

2.3. The information provided is intended as general technical support auxiliary to the sale. The intended use of the products, mechanical resistance values, and geometry are specified in the product certifications and/or official technical documentation. Each application and calculation must be reviewed and approved by qualified professionals. Liability for selecting the appropriate product for the specific application, as well as for its installation, lies solely with the Client.

2.4. The Client, when acting as Importer, shall request, before order confirmation, any special documents required in connection with the Products, including certificates of origin, legalizations, consular attestations, declarations of conformity, local certifications or any other specific documents required by the country of importation or destination. Any declarations, certificates or

special documents shall be issued by RB only where correct, applicable and available, without any guarantee that they will result in any preferential customs, tax, regulatory or import treatment in the country of importation or destination.

3. Delivery terms

3.1. The quantities supplied and the characteristics of the Products are those indicated in the written order confirmation issued by RB. If the order is executed in more than one delivery, the quantities are specified in the respective transport documents.

3.2. Delivery terms are indicative only. Any delay in delivery shall therefore not entitle the Client to any compensation for damages, nor entail any penalty for RB, save in the event of RB's willful misconduct or gross negligence and without prejudice to any liability which cannot be excluded or limited under mandatory applicable UAE law.

3.3. The Client shall confirm receipt of the Product on the transport document and/or transport bill of the shipper/carrier, in paper or digital format. The Client shall further note on such transport document and/or transport bill, upon delivery, any claim regarding the quantity or type of Products, the packaging, or any transport damage or non-conformity apparent at the time of delivery. Failing such notation, no claim in respect of apparent defects or non-conformities shall be taken into consideration by RB, which shall bear no liability in this regard.

3.4. Any apparent damage or non-conformity must in any event be contested within ten (10) days from the date of delivery, by notice to RB's competent sales agent, accompanied by photographic evidence and a brief description. In respect of latent defects, the Client's rights shall be limited to those mandatorily granted under applicable UAE law, and any related claim must be submitted to RB's competent sales agent within the shortest period permitted by such law and, in any event, promptly upon discovery; RB shall bear no liability for latent defects beyond such mandatory minimum.

4. Returns

4.1. Returns of Products are not permitted unless otherwise agreed in writing between the Parties and in any case not later than 30 days from the purchase date. This clause does not affect the Client's rights in case of proven defects or non-conformity of the Products under applicable laws.

4.2. If the return of the Products is authorised, a handling fee determined from time to time by RB can be charged to the Client, together with actual transportation costs effectively incurred and duly documented by RB by means of the relevant carrier invoices or equivalent supporting evidence. Returned Products must be in their original condition, unused, packed in their original packaging and ready for sale.

4.3. In any case, returns of out-of-catalogue Products, Products with expiry date and/or Products specifically manufactured for the Client is not permitted.

5. Risk transfer

5.1. The risk in the Products shall transfer from RB to the Client in accordance with the INCOTERMS® set out in the relevant commercial documents. In the absence of any specific INCOTERM® or written agreement, the risk shall transfer upon handover of the Products to the forwarder, carrier or any other person appointed for transportation.

5.2. Unless otherwise expressly agreed in writing or specified in the relevant INCOTERM®, the Client, acting where applicable as importer of record, shall be solely responsible for any customs duties, taxes, import charges, permits, authorisations, registrations, local certifications, conformity requirements, labelling obligations and any other documents or requirements applicable in the country of importation or destination of the Products. The Client shall remain solely responsible for the customs declaration and import clearance in the country of importation, including the accuracy, completeness and timely submission of any information, documents or declarations required by the competent authorities.

6. Prices and payment methods

6.1. The price charged is the price indicated in the order confirmation or, in absence, in the order. The price is intended ex warehouse RB. The prices indicated to the Client will always be expressed in AED and will not include VAT or other taxes, duties, transport costs, certificates, or any other charges. Consequently, the price of the purchased Product will be increased by the applicable taxes or duties in force at the time of purchase, as well as transport costs or any other applicable charges, which will be specified in the relevant quotation or order.

6.2. In the event of deferred payments or payments made after the agreed date, RB is entitled to charge delay interest at the rate of eight per cent (8%) per annum (or, if lower, the maximum rate permitted under applicable UAE law) for the intervening period, and to charge the Client for the reasonable costs incurred for the recovery of the credit.

6.3. In the event of an unforeseen and documented increase in the cost of the Products beyond RB's reasonable control occurring between order confirmation and delivery, RB may notify the Client of a corresponding price adjustment. Any such adjustment shall constitute a new offer, which the Client is free to accept or reject. Should the Client reject the adjusted price, or fail to accept it in writing within three (3) days of RB's notice, the affected order (or the relevant portion thereof) shall be deemed cancelled, without either Party being liable to the other and without RB being obliged to deliver at the original price. The Client shall not be entitled to any compensation, indemnity or damages of any kind arising out of, or in connection with, such price adjustment, rejection or cancellation.

7. Retention of title

7.1. Products supplied by RB are subject to retention of title until full payment of the agreed price.

8. Intellectual Property

8.1. The Intellectual Property Rights (trademarks, trade names, copyrights, patents, designs and models, know-how, domain names) are the total and exclusive property of RB and their communication or use within the scope of these T&C does not create, in relation to them, any right or claim on the part of the Client. The Client undertakes not to perform any act incompatible with the ownership of the Intellectual Property Rights.

8.2. The Client acknowledges and accepts that: (I) RB is the exclusive owner of the Trade Marks and the other Intellectual Property Rights; (II) shall refrain from registering and registering trademarks that are identical, similar and/or confusable with the Trade Marks; (III) shall use the Trade Marks and the other Intellectual Property Rights only with the express consent of RB in

compliance with the latter's instructions and exclusively for the purposes set out in these T&C; (IV) undertakes not to modify, alter, remove, cancel or cover the RB Marks or other distinctive signs affixed to the Products or to add other marks or distinctive signs to these; (V) undertakes not to register domain names that are identical, similar or that incorporate the RB Marks. Any breach of these provisions shall be prosecuted in accordance with the law.

8.3. In the event that the Client registers or registers any exclusive rights to the trademarks, names or other distinctive signs or any domain name of RB and/or those relating to the Products, in violation of the provisions of the previous clause, these registrations shall be deemed to be automatically and by right transferred by the Client to RB. Therefore, the Client hereby undertakes to carry out all the necessary actions to finalize and make effective the transfer of said rights from the Client to RB, without the purchaser being entitled to either compensation or reimbursement of the expenses and costs incurred.

9. Charges

9.1. The Client may not compensate RB's payment claims with any alleged damages for Product defects, except in the case of claims that have been finally determined by a competent court or agreed in writing between the Parties. Any claims for defects and non-conformities shall be made separately.

10. Warranty and liability

10.1. RB guarantees the Products supplied from defects, lack of quality and/or non-conformity for a period of 12 months from delivery to the customer, reserving the right to repair, replace or refund the sums paid to the Client. RB will be able to perform the warranty within a reasonable time. In case of defect, lack of quality, non-conformity of the Product, the Client shall notify RB within 8 days of receipt (in the event of evident defects) or within 8 days of discovery (in the event of hidden defects), with adequate documentation.

10.2. The warranty provided does not cover the effects of wear or damage that may arise after delivery due to improper or careless use, excessive stress, use of inappropriate materials or Particular effects of external agents, not provided for in the contract. Should the Client or third Parties make any modifications or repair work that are not appropriate, the warranty shall have no value either directly or on the effects thereof. PPE Products and anchoring devices in general are subject to periodic review under the Client's responsibility, as per the documentation attached to the Product which the Client undertakes to comply with.

10.3. If, in carrying out operations that are presumed to be under warranty, it turns out that the damage does not fall under the RB warranty, the Client shall bear the costs of such operations. RB shall not be obliged to remedy the defect if the Client fails to make the due payments.

10.4. Any other warranty claims of the Client against RB and other co-obligations under the warranty are excluded, without prejudice to clause 11 (Other Liability) below and any other UAE mandatory law provision.

11. Other Liabilities

11.1. Without prejudice to any mandatory provisions of applicable law, RB guarantees the regular performance of this Contract but shall not be liable, whether in contract or tort, for indirect or

consequential damages (including loss of profit) suffered by the Client and/or third parties and RB's liability for direct damages shall in any event not exceed the price of the Products giving rise to the claim. RB shall not be liable for inconveniences or damages arising from breach of contract, pre-contractual dealings or tortious acts, except in the case of events attributable to RB or its collaborators due to willful misconduct or gross negligence. What is regulated by these T&C shall not entail any change in the burden of proof to the detriment of the Client.

12. Trade Sanctions

12.1.RB is a subsidiary of ROTHO BLAAS SRL, an Italian company which shall comply with the European Union Law. For this reason, RB, when selling, supplying, transferring, or exporting its products to a third country, pursuant to the Regulation (EU) 2023/2878 - which amends Regulation (EU) 833/2014 - expressly prohibits not only the re exportation to Russia but also the re-exportation for use in Russia.

12.2.RB, when selling, supplying, transferring, or exporting its products to a third country, pursuant to the Regulation (EU) 2024/1865 - which amends Regulation (EC) 765/2006 - expressly prohibits not only the re exportation to Belarus but also the re-exportation for use in Belarus.

12.3.RB, when selling, supplying, transferring, or exporting its products to a third country pursuant to the Regulation (EU) 2025/401 - which amends Regulation (EU) 2014/692 - expressly prohibits not only the re exportation to territories of Crimea and Sevastopol but also the re-exportation for use in the territories of Crimea and Sevastopol.

12.4.RB, when selling, supplying, transferring, or exporting its products to a third country pursuant to the Regulation (EU) 2025/398 - which amends Regulation (EU) 2022/263 - expressly prohibits not only the re exportation to territories of Donetsk, Kherson, Luhansk, and Zaporizhzhia but also the re-exportation for use in the territories of Donetsk, Kherson, Luhansk, and Zaporizhzhia.

12.5.The infringement of paragraphs 1, 2, 3 and 4 above entails the obligation of the Client to compensate the damage suffered by RB as a result of the counterparty's misconduct and the termination of the agreement.

12.6.RB shall be entitled, to the extent permitted by applicable law, to suspend, delay or cancel the supply of the Products, without incurring any liability towards the Client, where RB has reasonable grounds to believe that any restriction, prohibition, compliance risk or concern may arise in connection with the country of destination, the Client, the end-user, the intended end-use of the products, the logistics chain, or any applicable trade sanctions, export control or customs regulations.

13. Environment and WEEE recycling

13.1.The Client shall comply with all applicable environmental laws and regulations relating to the handling and disposal of the Products.

13.2.The Client of EEE is informed of the obligation not to dispose the WEEE of the same as mixed urban waste and to carry out separate collection for said waste. When purchasing a new EEE, he may deliver the equivalent WEEE to RB in the indicated manner.

14. Force majeure

14.1."Force Majeure" means the occurrence of an event or circumstance that prevents or impedes

a Party from performing one or more of its contractual obligations under the contract, if and to the extent that that Party proves: [a] that such impediment is beyond its reasonable control; and [b] that it could not reasonably have been foreseen at the time of the conclusion of the contract; and [c] that the effects of the impediment could not reasonably have been avoided or overcome by the affected Party.

14.2. In the absence of proof to the contrary, the following events affecting a Party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause: (i) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation; (ii) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy; (iii) currency and trade restriction, embargo, sanction; (iv) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation; (v) plague, pandemic, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy; (vii) general labor disturbance such as boycott, strike and lock-out, go- slow, occupation of factories and premises.

14.3. A party successfully invoking this Clause is relieved from its duty to perform its obligations under the contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. Where the effect of the impediment or event invoked is temporary, the above consequences shall apply only as long as the impediment invoked impedes performance by the affected party. The affected Party shall use reasonable efforts to mitigate the effects of the event. Where the duration of the impediment invoked has the effect of substantially depriving the contracting Parties of what they were reasonably entitled to expect under the contract, either Party has the right to terminate the contract by notification within a reasonable period to the other Party. Unless otherwise agreed, the Parties expressly agree that the contract may be terminated by either Party if the duration of the impediment exceeds 120 days or where it is clearly established that the impediment is permanent.

15. Hardship clause

15.1. The Parties are bound to perform their contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.

15.2. Notwithstanding point 15.1., where a Party proves that: a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that b) it could not reasonably have avoided or overcome the event or its consequences, the Parties are bound, within a reasonable time of the invocation of this Clause, to negotiate alternative contractual terms which reasonably allow to overcome the consequences of the event.

16. Termination clause

16.1.If, after conclusion of the contract, RB becomes aware that the Client is in a materially deteriorated financial position, including but not limited to insolvency proceedings or failure to meet payment obligations, RB shall be entitled to request adequate security or advance payment.

16.2.If the Client fails to provide such security within a reasonable period, RB shall be entitled to suspend performance or terminate the contract upon written notice, without prejudice to its right to claim compensation for costs incurred.

17. Competent jurisdiction and applicable law

17.1.Amicable Settlement. If any dispute arises out of or in connection with this T&C, the Parties shall use their best efforts to resolve it amicably and in good faith through negotiations between their respective representatives. Either Party may initiate such negotiations by written notice to the other. This clause expresses a mutual undertaking to seek an amicable resolution and shall not constitute a condition precedent to, nor otherwise delay or restrict, the commencement of arbitration or any application for interim relief under the clauses below.

17.2.Dispute Resolution. All disputes arising out of or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (the "Rules"). Where the amount in dispute does not exceed **1.000.000 USD** (or any other sum corresponding to that just mentioned in another currency as converted on the date the dispute proceedings commence) (the "Threshold"), the dispute shall be decided by a sole arbitrator, and the Parties agree, pursuant to Article 30(2)(b) of the Rules, that the Expedited Procedure Rules shall apply. Where the amount in dispute exceeds the Threshold, the dispute shall be decided by three arbitrators appointed in accordance with the Rules, and the Expedited Procedure Rules shall not apply. The seat of arbitration shall be the Dubai International Financial Centre (DIFC), United Arab Emirates. The language of the arbitration shall be English.

17.3.Interim Relief. Notwithstanding the agreement to arbitrate, either Party may at any time apply to any competent court or judicial authority, including the courts of the Dubai International Financial Centre and the onshore courts of the United Arab Emirates, for interim, conservatory or protective measures, including without limitation injunctions, attachment of goods or assets, and measures to preserve evidence. Any such application shall not be incompatible with, nor constitute a waiver of, the parties' agreement to arbitrate.

17.4.Governing Law. This Agreement shall be governed by and construed in accordance with the federal laws of the United Arab Emirates.

18. Privacy

18.1.In accordance with applicable regulations, the Client is informed that his personal data (name of the contact person/management/owner, address, e-mail address, telephone number, fax number) are necessary for the execution of the contract and will be transmitted for this purpose to other companies of the Rotho Blaas Group (<https://www.rothoblaas.com/contacts>) and may also be transmitted to lawyers to enforce his contractual rights, credit institutions, accountants, professionals in the management and administration of RB or service companies working on behalf of RB.

18.2.RB shall retain the data until the expiry of the statutory retention and limitation periods. The

data subject enjoys the rights following of the above-mentioned Regulation (right of access to his/her personal data, rectification, cancellation, limitation of processing, personal data portability, opposition to processing, right to lodge a complaint to the Supervisory Authority). For more detailed information and to exercise these rights, please contact RB privacy contact person at privacy@rothoblaas.com

19. Use of photos and/or images

19.1. The Client grants RB a free, non-exclusive license to use any photographs and/or images of the Products purchased (the 'Images') that are shared with RB or that RB may otherwise get, as well as a right to make additional Images at the time of delivery, installation, display or other use of such products. This license includes the right to use the Images for research, archival, reference or illustration services, as well as the right to copy, reproduce, process, transmit, publish and distribute in digital and paper format (by all currently known means and those that may be developed in the future) the Images for commercial and non-commercial purposes. This license is granted without time limit or geographical range and shall be considered valid even after the expiry or termination of the contract between the Parties.

19.2. RB guarantees the protection of sensitive data, privacy and the honor of any persons who may be photographed and undertakes to request written consent if the Images include recognizable persons or buildings.

20. Code of Ethics

20.1. The Client declares to know and respect the contents of RB's Code of Ethics, available on the company's website.