

Terms and conditions of sale and delivery

1- General provisions

Sika LLC for General Trading ("the Company") accepts orders under these terms and conditions of sale and delivery ("Terms and Conditions"). Any submission of an order to the company by any party ("The Client") to the company constitutes the client's acceptance of these terms and conditions. No change to, modification, or replacement of the terms and conditions will be binding unless the company and the customer have agreed on this expressly and in writing.

2- Prices and payment terms

- a. The prices mentioned in the last update of the price list of materials available at the customer service department or authorized agents, and these prices are based on the prices and cost of materials, including, but not limited to, labor, fuel, transportation, and indirect expenses that prevail in the date of the quotation. The company reserves the right to modify any of these prices at any time based on and in line with any adjustment made to the materials costs, which may occur at any time before delivering the accepted order to the customer.
- b. Unless otherwise indicated by the prices issued by the company or according to the agreement with the client, when the quotation becomes an acceptable request, all the prices issued by the company are final prices, and the customer must pay the company in cash on the date of the invoice issued by the company or according to the prior agreement with the customer over a period repayment

3- EXCLUSION OF WARRANTIES

The company is subject to the conditions and guarantees required by the laws related to the terms, quality, and conditions of the goods. As required by law, the responsibility of the company arising from the violation of any state guarantee of the total available shall not exceed the net value of the goods. The company may settle any amount owed by it to the customer by repairing Damaged or exchanged merchandise. The company's option to repair or replace the goods is subject to the extent to which the customer complies with all instructions issued by the company regarding the way the goods are used.

- A. The Company shall not be liable for any losses or damages, whether consequential or otherwise, that occur the Goods, including but not limited to, any losses or damages arising directly or indirectly from any failure, malfunction, defect or shortage of goods if it was due to a direct or indirect error, omission, failures, negligence of the client or due to the client not following the instructions provided by the company.
- B. The Company may, at the request of the Client, provide any professional opinion on plans, specifications or any matter relating to the Client and the Company which may be directly or indirectly related to the use of the Goods supplied to the Client. The customer understands that the opinion provided by the company is not binding, and if the customer decides to accept and rely on it, this acceptance and approval is the responsibility of the client alone without any responsibility whatsoever on the company, whether according to the law or under these terms and conditions. The Client agrees to indemnify and continue to indemnify the Company from and against all or any of the claims and for all costs, damages and expenses incurred or happened by the Company in connection with any claims directly or indirectly related to the opinion provided by the Company to the Client.

- C. Any drawings, descriptions, weights or dimensions (each referred to as specifications) provided by the company are approximate only and are considered as general guidelines. The company is not responsible for any error or omission related to any specification.
- D. No decision relating to the goods shall be binding on the company unless it is in writing and signed by an authorized representative of the company.
- E. The company reserves the right to change the methods of production of any of the goods without the need to give prior notice or obtain the consent of the customer
- F. The Company shall take all reasonable precautions in manufacturing the goods and collecting information thereon.
- G. The customer shall make every effort and ensure that workers or personnel who come into contact with the goods use adequate protection for the skin and eyes. It is never allowed to take these goods orally or use them for other than the purpose specified by the company. The company is not responsible in the event of misuse of these chemical products. And in the event of any individual accident resulting from misuse, the customer must head to the hospitals or health centers.

4- data sheets

The information included in the technical data statement and any other written documents issued by the company (the information) are of a general nature only, and the company does not bear any responsibility towards the client's reliance on this information.

5- Designs:

The Company shall not be liable for any claim made against it for the infringement of any Registered Design which may occur as a result of the Company following the instructions of the Client and the Client agrees to indemnify and continue to indemnify the Company from and against all such claims together with all costs, damages, and expenses incurred by the Company or bear in relation to such claims.

6- Delivery

The company reserves the right to change the delivery charge to the customer based on the number of goods and the shipping distance. Hence any delivery dates determined by the company are an estimate only and the company is not responsible for any loss, damage or expenses as a result of any delay in delivery. No delay will give the customer the right to cancel any accepted order or refuse to receive the goods at any time. The customer remains obligated to pay the full invoice value, not less than the full invoice value issued by the company to the customer for the accepted order, as long as the customer receives the full quantity of goods in accordance with the accepted order.

7- Packaging

All containers, packages, or bags indicated in the current price list are Sika-approved sizes, are not subject to any additional charges, and are not required to be returned. The company reserves the right to charge the customer additional fees for any special packaging.

8- Shortage, damage and loss during transportation

As far as permitted by law, the company is not responsible for any shortage, loss or damage that may occur during transportation unless written notice is sent to the company, and all damages must be reported in writing to the shipper and the company on the date of receipt of the goods. The company will not consider any claims unless the client takes into account the obligations included in this clause.

9- returning the goods

The company does not accept any required special materials and expired materials for any approval. The customer may return the approved materials to the company against approval, but only under the conditions mentioned below.

- 1- Obtaining prior authorizations from the company
- 2- The condition of the materials and packing materials should be in good condition to be resold, and as the company deems appropriate.
- 3- Items should be supported by proof of purchase, such as an official delivery note or invoice.

10- Resale

The customer may sell goods only under the trademarks or trade names registered by the company, and the customer makes sure that these goods are sold under these terms and conditions unless the company expressly and in writing agrees otherwise.

11- the majeure force

The Company may cancel or suspend its obligations under these Terms and Conditions without bearing any liability for any loss or damage to the Customer or any person as a result of the Company canceling or suspending any of its obligations under these Terms and Conditions under uncontrollable or unforeseeable circumstances and This includes, but is not limited to, acts of God, acts of government, wars, fires, floods, explosions, civil unrest, labor disputes by third parties, armed hostilities, terrorist acts, revolutions, blockades, embargoes, strikes, lockouts or sit-ins. Or labor or commercial disputes, bad weather conditions, diseases or accidents (or malfunctions) that may be exposed to factories or machines, or a shortage of materials, workers, transportation, electricity or any other supplies.

12- Legal interpretation

These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of Iraq and the Kurdistan Region. Both the Company and the Customer agree to abide to the exclusive jurisdiction of the courts of Iraq and the Kurdistan Region.

13- Independence of Articles

If any of these terms and conditions are or become illegal, invalid or unenforceable under any law, this will not affect or impair the legality, validity or enforceability of the other provisions.

Sika LLC for General Trading