

1. PURPOSE

To set out the standard Sales Terms and Conditions on which Inventechs Technology (acting as an authorized distributor, not a manufacturer, of its Parent Companies' products, and as a provider of related engineering solutions) accepts and fulfils a Customer's Purchase Order, per ISO 9001:2015 Clause 8.2 (Requirements for Products and Services) and AS9120B Clause 8.2.

2. SCOPE

This Policy applies to every Purchase Order Inventechs Technology accepts from a Customer for Goods, across both business directions, and to every Customer across Inventechs Technology's UAE, GCC, MENA, and South Africa distribution territory (excluding a Sanctioned Country/Territory per QA-POL-06). It sets the commercial terms and conditions of sale (acceptance, delivery, invoicing and payment, warranty, liability, and termination) governing the supply contract formed on Inventechs Technology's acceptance of a Purchase Order. It does not itself define the quotation process, which is addressed by SLE-SOP-01 Sales and Quotation Procedure; the order-processing and fulfilment mechanics, which are addressed by SLE-SOP-02 Customer Order Processing Procedure and SLE-SOP-03 Logistics and Warehouse Procedure; Inventechs Technology's own purchase terms with its Parent Companies and other suppliers, which are addressed by COM-POL-01 Purchase Terms and Conditions; or the detailed handling of a warranty claim, which will be addressed by SLE-POL-02 Warranty Policy; this Policy states the warranty term offered to the Customer at point of sale (Section 6.10), and SLE-POL-02 will address claim handling in full once issued.

3. DEFINITIONS

- **Customer:** The person or entity purchasing Goods from Inventechs Technology under a Purchase Order governed by these Terms.
- **Goods:** The products, parts, components, or engineering-solution deliverables Inventechs Technology supplies to a Customer, sourced through a Parent Company or otherwise made available by Inventechs Technology.
- **Parent Company:** A global manufacturer for which Inventechs Technology holds official distribution and/or engineering-solution authority.
- **Purchase Order (PO):** The Customer's formal order for Goods, submitted to Inventechs Technology for acceptance, following a quotation issued.
- **Sales Order Acknowledgement (SOA):** Inventechs Technology's formal written acknowledgement, issued to the Customer following receipt of the Customer's Purchase Order (and, where applicable, the corresponding proof of payment), stating the confirmed Lead Time, price, and delivery terms. Issuance of the SOA constitutes Inventechs Technology's acceptance of the Purchase Order and corresponds to the Order Confirmation.
- **Lead Time:** The period within which Inventechs Technology expects to deliver the Goods, confirmed by the relevant Parent Company/manufacturer and stated in the SOA.
- **Payment in Advance (PIA) / Payment at Readiness (PAR):** PIA is payment received by Inventechs Technology in full, in cleared funds, before an order is placed with the relevant Parent Company/manufacturer. PAR is payment received in full, in cleared funds, before the Goods are released for dispatch.
- **Force Majeure:** An event beyond Inventechs Technology's reasonable control that prevents, hinders, or delays its performance of a Purchase Order/SOA.
- **Confidential Information:** A Customer's documents and information obtained by Inventechs Technology in connection with a Purchase Order.

5. Application and Precedence

These Terms govern every Purchase Order Inventechs Technology accepts from a Customer for Goods. They apply to the exclusion of any term the Customer proposes in its own purchase order, terms and conditions, or other document, whether presented before or after these Terms, unless Inventechs Technology expressly agrees to that term in writing signed by an authorized representative. Inventechs Technology's acceptance of a Customer's Purchase Order, its delivery of Goods, or its receipt of payment (whichever occurs first) constitutes the Customer's acceptance of these Terms in full.

6. Quotation and Purchase Order

A Customer's Purchase Order is preceded by a quotation issued, stating price, delivery, and the applicable Quotation Validity Period. Submission of a Purchase Order by the Customer within that Quotation Validity Period constitutes an offer

to purchase the Goods on the quotation's stated terms and these Terms. A Purchase Order is not binding on Inventechs Technology until accepted.

7. Acceptance and Sales Order Acknowledgement (SOA)

Inventechs Technology confirms its acceptance of a Customer's Purchase Order subject to the Lead Time confirmed by the relevant Parent Company/manufacturer, which is stated in the Sales Order Acknowledgement (SOA) issued following Inventechs Technology's receipt of the Customer's Purchase Order. Issuance of the SOA constitutes Inventechs Technology's formal acceptance of the Purchase Order and corresponds to the Order Confirmation. The Customer acknowledges that, depending on the manufacturing conditions prevailing at the relevant Parent Company at the time the Purchase Order is submitted, the actual Lead Time may vary from the Lead Time originally stated in the quotation by up to ten percent (10%), whether the actual Lead Time is shorter or longer than quoted.

8. Delivery and Time of Delivery

The Goods are delivered in accordance with the Lead Time stated in the SOA. The confirmed and formal Lead Time is issued to the Customer via the SOA following Inventechs Technology's receipt of both the Customer's Purchase Order and, for an order requiring Payment in Advance, the corresponding proof of payment. Once Inventechs Technology has issued the SOA, the Customer has no right to cancel or terminate the Purchase Order or the resulting supply contract. Where the Customer nonetheless cancels or terminates after SOA issuance, the Customer must pay Inventechs Technology the full value of the Purchase Order/supply contract.

9. Title and Risk

Unless the SOA states otherwise, risk in the Goods passes to the Customer on collection from Inventechs Technology's nominated facility, or on handover to the first carrier engaged for delivery, whichever occurs first. Title to the Goods remains with Inventechs Technology until Inventechs Technology has received payment for the Goods in full in cleared funds; until then, the Customer holds the Goods as bailee for Inventechs Technology, must store them separately from its own and any third party's goods and identifiably as Inventechs Technology's property, and must notify Inventechs Technology immediately if it becomes aware of any circumstance affecting its ability to pay for the Goods.

10. Invoicing and Payment

Invoicing and payment terms are determined by whether the Goods are supplied from stock or on backorder from the relevant Parent Company:

- Stock items: one hundred percent (100%) Payment in Advance (PIA).
- Backorder items, Purchase Order value below AED 100,000: one hundred percent (100%) PIA.
- Backorder items, Purchase Order value from AED 100,000 up to AED 200,000: fifty percent (50%) PIA and fifty percent (50%) Payment at Readiness (PAR).
- Backorder items, Purchase Order value above AED 200,000: may be eligible for NET 30 payment terms, subject to completion of the Customer's screening and approval process by Inventechs' compliance team, and subject to the Finance Manager's and Managing Director's approval per Section 5.

11. Late Payment

A payment not received by its due date is subject to a late-payment penalty of one and a half percent (1.5%) of the total amount due, per week of delay or part thereof, until paid in full, without prejudice to any other right or remedy available to Inventechs Technology, including suspension of further deliveries to the Customer.

12. Acceptance or Rejection "Pre-Delivery Inspection"

Where the Customer wishes to visit Inventechs Technology's premises to inspect the Goods before delivery commences, the Customer must notify Inventechs Technology formally by email at least forty-eight (48) hours before the proposed date and time of the visit. Inventechs Technology may, at its sole discretion and without obligation to justify its decision, approve the visit, reject it, or propose an alternative date or time.

13. Warranty

Inventechs Technology applies the relevant Parent Company's/manufacturer's standard warranty policy to the Goods, valid for twelve (12) months following delivery, covering manufacturing defects only. The warranty is void for damage or defect arising from improper storage or improper use of the Goods by the Customer. Repair of a damaged product is subject to the relevant Parent Company's/manufacturer's acceptance, and any applicable repair charge is borne by the Customer.

14. Indemnities

Inventechs Technology acts solely as an authorized distributor of the Goods, not as their manufacturer, and supplies the Goods in accordance with the relevant Parent Company's own policies governing the products and services it supplies. Should a deviation in the quality of a product or service arise, Inventechs Technology's sole obligation to the Customer is to replace the affected Goods in accordance with the relevant Parent Company's warranty policy. Inventechs Technology is not obligated to indemnify the Customer for any reason and under any circumstances.

15. Limitation of Liability

The Customer bears full liability and responsibility for the matters set out in the SOA. Inventechs Technology bears no liability whatsoever to the Customer, whether directly or in respect of any third party with whom the Customer maintains a business relationship, arising out of or in connection with the Goods, the Purchase Order, the SOA, or these Terms.

16. Insurance

Inventechs Technology engages external international couriers for the logistics and delivery of Goods. Inventechs Technology bears no responsibility for arranging or maintaining any insurance coverage that may be required or advisable in connection with the Goods, including during transit.

17. Changes

No change may be made by the Customer to a Purchase Order after its submission. Where the Customer requires an urgent change, the Customer must submit a formal change request to Inventechs Technology by email; Inventechs Technology may accept or reject the request at its sole discretion. Where Inventechs Technology rejects the request, the Customer remains obligated to fulfil the SOA as originally issued.

18. Force Majeure

Where Inventechs Technology's performance is prevented, hindered, or delayed by a Force Majeure Event — including war, sabotage, riot, terrorism, civil disobedience, transportation failure or delay, government or agency action, labour dispute, fire, explosion, flood, storm, natural disaster, pandemic or epidemic, act of God, or an act or omission of a Parent Company or other supplier; Inventechs Technology uses reasonable efforts to fulfil the SOA; failing which, performance is postponed until the Force Majeure Event ceases. The Customer has no right to cancel or terminate the Purchase Order or the resulting supply contract under any condition or circumstance arising from a Force Majeure Event.

19. Termination and Cancellation

Once Inventechs Technology has issued the SOA, the Customer may not terminate or cancel the Purchase Order or the resulting supply contract. Where the Customer terminates or cancels notwithstanding this Section, the Customer must pay Inventechs Technology one hundred percent (100%) of the Purchase Order amount.

20. Confidentiality

Inventechs Technology maintains the privacy and confidentiality of a Customer's documents and information obtained in connection with a Purchase Order. Notwithstanding the foregoing, where a government authority or a Parent Company requests disclosure of Customer information for any reason, Inventechs Technology may comply with that request without prior notice to the Customer.

21. Compliance with Trade Control and Sanctions

Every Purchase Order is subject to Restricted Party Screening and to Inventechs Technology's distribution territory and Sanctioned Country/Territory exclusions. Inventechs Technology may decline or suspend a Purchase Order, or delay or withhold delivery, where screening identifies a Red Flag or a Sanctioned Country/Territory nexus, without liability to the Customer.

22. Intellectual Property

The Goods, and any drawing, specification, design, or software supplied with them, remain the property of the relevant Parent Company/manufacturer or Inventechs Technology, as applicable. Sale of the Goods does not grant the Customer any licence under a Parent Company's or Inventechs Technology's intellectual property beyond the right to use the Goods for their intended purpose, and the Customer must not reverse-engineer, decompile, or disassemble the Goods or any embedded software except to the extent permitted by applicable law.

23. Assignment

The Customer may not assign or transfer its rights or obligations under a Purchase Order or these Terms without Inventechs Technology's prior written consent. Inventechs Technology may assign or transfer its rights or obligations at any time without the Customer's consent, including to a Parent Company or an Inventechs Technology Affiliate.

24. Notices

A notice required under these Terms is given in writing and delivered by email to the address the parties have used for the relevant Purchase Order/SOA correspondence, and is deemed received on the next business day following transmission.

25. Severability and Waiver

If a provision of these Terms is held invalid, illegal, or unenforceable, that provision is deemed deleted and the remaining provisions continue in full force and effect. A delay or failure by Inventechs Technology to exercise a right or remedy under these Terms does not waive that or any other right or remedy.

26. Applicable Law and Jurisdiction

On a dispute arising out of or in connection with a Purchase Order or these Terms, the parties first seek an amicable resolution through good-faith discussion. Where the dispute is not resolved amicably, it is referred to the competent courts of the United Arab Emirates, and these Terms and any Purchase Order/SOA governed by them are governed by and construed in accordance with the laws of the United Arab Emirates.

--- END OF SALES TERMS & CONDITIONS ---