

Addendum to General Terms and Conditions – Middle East Markets

The following terms supplement and modify the General Terms and Conditions as they apply to Seller's provision of Products and Services to customers located in the Middle East. Any capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

1. Modification to Section 5 of General Terms and Conditions

Section 5 of General Terms and Conditions is hereby deleted in its entirety and replaced with the following:

"In the event Buyer is in arrears with any payment whatsoever due from it to Seller at any time, whether in respect of the Proposal price or any other amount due from the Buyer to the Seller under the terms of this Agreement, the amount in arrears shall bear interest at the rate of 1.5% per month or the maximum rate permitted by applicable law, whichever is less, as from the date each amount falls due, pending actual payment thereof in full, without prejudice to any relief or remedy available to Seller."

2. Modification to Section 6 of General Terms and Conditions

Sub-Section 6.1 of General Terms and Conditions is hereby deleted in its entirety and replaced with the following:

"Title to the Products shall pass to Buyer upon delivery, subject to the manufacturer's or Seller's software license (if applicable)."

3. Modification to Section 9 of General Terms and Conditions

Sub-Section 9.3 of General Terms and Conditions is hereby deleted in its entirety and replaced with the following:

"In order to make a warranty claim, Buyer shall promptly notify Seller in writing and Seller will, subject to the applicable manufacturer's warranty policy, repair or replace such defective Product at no cost to Buyer. Seller will attempt to reply to warranty claims received from Buyer prior to 1:00 p.m. within forty-eight hours. Normal working hours are 8 a.m. to 5 p.m., Sunday through Thursday, excluding local national holidays. Buyer shall reasonably and promptly cooperate with Seller's request for information regarding the claim and with return of the defective Product if required."

4. Modification to Section 12 of General Terms and Conditions

Sub-Section 12.1 of General Terms and Conditions is hereby deleted in its entirety and replaced with the following:

"Any and all taxes, duties and tariffs levied or based on the prices in this Agreement, or the Products being sold hereunder, exclusive of any taxes based on net income, shall be added to the purchase prices set forth in the Proposal, except to the extent the Buyer provides the Seller with a valid tax exemption certificate approved by Seller."

5. Modifications to Section 17 of General Terms and Conditions

Section 17 is deleted in its entirety and replaced with the following:

"This Agreement shall be interpreted in accordance with and governed in all respects by the laws of England and Wales without giving effect to its conflicts of law rules. Any dispute related to, arising out of, or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Dubai International Financial Centre (DIFC) Courts. In the event of legal proceedings arising out of or relating to this Agreement, the prevailing Party, as determined by the court, shall be entitled to recover, from the non-prevailing Party, reasonable costs suffered or incurred in connection with such proceedings including, but not limited to, court fees, attorneys' fees, expenses and costs of investigation and court."

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