

Spree Trading Business Terms & Conditions

Date of Issue: August 2015- V. 1

Business Terms and Conditions

Spree Trading (the "Company" or "Spree"), hereby gives notice to those parties expressed in this document as the "Customer", the Customer defined as any party wishing to, or actually carrying out business transactions with the "Company" should note in doing so the Customer agrees to the acceptance of the terms and conditions outlined in this document.

Whereby this documents Spree Terms and Condition:

Article 1: Definitions

1.1 These General Terms and Conditions shall apply to all offers by and agreements with the Company and its legal successors, as well as associated companies or with said successors (together as well as individually hereinafter also called the Company) relating to delivery of goods by the Company to the party the offer is addressed to or the other party concerned (hereinafter: the Customer).

1.2 The applicability of the Customer's terms and conditions is hereby explicitly rejected.

1.3 Any stipulations deviating from these General Terms and Conditions shall only apply in the event and in so far as they have been accepted by the Company.

Article 2: Notices, Information and Statements

Notices, information, statements and samples made or supplied by the Company, in whatever form or nature, shall be indicative and shall never bind the Company, unless the agreement explicitly provides for the contrary.

Article 3: Confidentiality

The Customer shall observe confidentiality towards any third party in the broadest sense of the word regarding any and all business information relating to the Company, which has been bought and come to his knowledge by the Company and/or within the framework of the offer or the agreement.

Article 4: Prices

3.1 All prices are expressed in \$US, AED or Euros days are valid for no longer than 60 days (or as specifically define by Spree on any quote or Invoice issued to the customer), subject to availability and are "ex-works prices" from our specified location in Dubai, U.A.E or other confirmed locations, in addition the prices stated shall be exclusive of any tax, including local and international country municipality charge, government taxes, border taxes, duty, freight, clearance charges, documentation charges, - and levies and shall be based on the Terms and Conditions (of Delivery) as mentioned in the following articles.

4.2 Insofar as the stated and/or agreed prices are based upon the weight of the goods, this weight shall be determined by the weighing carried out by the Company before the delivery, using calibrated weighing apparatus. The Customer shall have the right to be present at said weighing, provided the delivery should not be delayed because of this. The Customer shall take the initiative thereto himself in good time.

4.3 The Company shall have the right to increase the stated and/ or agreed prices in the event of an increase in prices of goods, raw material or parts to be obtained by third parties, wages, tax increases, freight, insurance premiums, or other cost price factors (including charges in foreign exchange) and charges (including import and transit duties).

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4.4 In the event that the stated and/or agreed prices and (are) also based on restitutions of levies and/or subsidies, whereas these are not obtained for whatever reason, the Company is entitled to adjust the prices accordingly.

Article 5: Delivery – Delivery Period – Delivery Time

5.1 Unless explicitly agreed upon otherwise, the delivery shall be made “Ex-Works” (EXW) from the premises of the Company or “Ex-works” from the Company’s nominated supplier or subcontractor within the UAE. The interpretation of the terms and conditions for delivery shall be determined by the most recent edition of the Incoterms, as issued by the International Chamber of Commerce.

5.2 The delivery period shall commence at the latest on: a) the date of conclusion of the meeting b) the date at which the company has at its disposal all the documents, information, permits, exemptions, approvals, allocations, etc needed for the delivery of goods. c) the date of receipt of a pre-payment by the Company and/or the date of provision of a security the Company is entitled to in accordance with the agreement.

5.3 In the event that the Company is in default with regard to the delivery date, the Customer shall only have the right to dissolve the agreement. In that case prepaid amounts shall be refunded.

5.4 The Company will not take any responsibility for any delays, damages, penalties, rejections, caused by the authorities outside of the UAE or at the UAE border. The agreement in place would be ex-works, once the delivery has been uplifted by the Customer or 3rd party logistics providers from the Company chosen location of dispatch the product becomes the sole owner of the Customer and the Customer hereby agrees to make payment for these products. It is hereto the responsibility of the Customer to arrange in kind to be present at the delivery. The Customer is invited at all times to be present for inspection prior to the goods leaving the Company’s premises or nominated location of dispatch. In the event of a dispute arising upon receipt of delivery of product after the goods has left the premises of the Company, the company holds no further responsibility for any deviation, damage or discrepancy against the original contract.

5.5 The Company will be responsible that the product meets UAE guidelines only as the prices apply to these products alone. If there is any further requirement needed to ensure other export conditions and or regulations required such Arabic labelling, adherence to end-country or end-client banned / restricted ingredients, products, brands, substances, it is the sole responsibility of the Customer to explicitly communicate this to the Company prior to placing an order or the provision of an agreement.

5.6 It is the sole responsibility of the Customer to provide all necessary export documentation. The Company will provide a packing list and commercial invoice, from the point of collection by the products become the full ownership and responsibility of the Customer. The Customer hereby agrees that payment will not be withheld for any products rejected by the client and / or country authorities.

5.7 The delivery of the product does not include health certificates, and the relevant documentation. All prices given are for products that have already been delivered to the UAE and meet the local UAE municipality regulations; this does not mean the product will necessarily meet the import restrictions of other country authorities.

5.8 Unless stated otherwise, for a proposed contract, the lead-time required to assemble an order is 7 working days from receipt of order to products readiness to be picked up by the Customer. This excludes public holidays that maybe announced by the local authorities.

5.9 The Customer will not be responsible for any loss or damage or delay during the transit of the goods after the Company has delivered the goods (EXW) to the Customer.

5.10 All deliveries will be made palletized and ex-works from the premises specified by the Company.

5.11 In the event that the Customer asks the Company to manage the freight, the Company will do only on a consultancy basis, therefore the goods or contract offered by the Company to the Customer will still stand under the ex-works definition if the international Incoterms, the freight part will be overseen and even paid for in advance by the Company, however the Customer is still responsible for the product, its freight costs, insurance and ownership of product transfers to the Customer upon dispatch of product from the Company nominated premises.

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5.12 Multiple Shipments/Bookings/orders: if multiple shipments are made for an order, then the Company shall provide with shipment a copy of Invoice and packing list. If multiple shipments are made for an order made by Customer using a Credit Card then multiple postings may appear in the Cardholder's monthly statement.

Article 6: Risk and Transfer of Property

6.1 The Customer shall bear the risk of any and all direct and indirect damage that may be caused to the goods, immediately after the goods are considered as delivered (ex-works).

6.2 The Company shall retain ownership of all delivered goods until any debts payable by the Customer with regards to goods delivered or to be delivered by the Company to the Customer under any agreement, as well as with regard to any failure in the performance of such agreements by the Customer, shall be fully satisfied.

6.3 The Customer is obliged to transport and store the goods provided by the Company with the necessary care and due diligence required to prevent loss or damage. The Customer shall furthermore be obliged to insure the goods against loss or damage.

Article 7: Payment

7.1 Unless explicitly agreed upon otherwise in writing by the Company, payment of the agreed price shall be made at the time of information of the agreement. Company accepts Wire Transfer, Cheque, or Credit Card Payment (MasterCard and Visa). Depending on the nature of the transaction- both Company and Customer will mutually agree to the Payment method.

7.2 Any and all payments shall be made without deduction or settlement effectively in the currency as stated on the invoice. In the event that the Customer alleges to have a claim against the Company with regard to the performance of the agreement, he will not be discharged from his obligation to pay in the manner agreed.

7.3 In the event of the Company having a well-founded fear that the Customer will not fulfil his obligations, the Company shall at its discretion be entitled to require sufficient security from the Customer with regard to the fulfilment of the obligations to pay before performing or continuing to do so. The Company shall be entitled to suspend the fulfilment its obligations until the Customer has given said security.

7.4 In the event that the Customer has not paid at the time or within the period of 30 days of delivery he shall be in default by operation of law and without any prior notice of default being required, and he shall owe the statutory interest on the amount due and payable from the date at which the payment should ultimately been made, without prejudice or any other rights of the Company (explicitly including the right to compensation or loss of damage).

7.5 The Customer agrees payments for the goods will be made against delivery notes signed by the "collector" for and on behalf of the Company. The Customer hereby undertakes that upon provisions of a pre-agreed authority, the signature of the collector at the point of dispatch from our premises in the UAE, is the full and impartial acceptance of the goods and products being in tact, undamaged, good condition and acceptable for end-client used. The signature of the delivery note will also act as acceptance of the correct quantities which will in turn guarantee a payment against those goods received. The Company will not accept any liability or enter into any disputes regarding discrepancies against the agreement after the point of delivery. If there are any discrepancies on the delivery the delivery note must be altered and co-signed by the Company and the Customer representative. Invoices will then be raised by the Company against the Customer and a reference given against the order and the delivery note.

7.6 Any costs both in and out of court made by the Company with regard to non-fulfilment, overdue or non-sufficient fulfilment of his obligations by the Customer, including extra juridical collection costs and costs of legal assistance shall be compensated by the Customer to the Company.

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Article 8: Privacy Policy (Credit Card Payments)

8.1 All credit/debit cards details and personally identifiable information will NOT be stored, sold, shared, rented or leased to any third parties

- 8.2 Company works to protect the security of your information during transmission by using Secure Sockets Layer (SSL) software, which encrypts information you input. Only the last four digits of your credit card numbers appear when confirming an order. Of course, we transmit the entire credit card number to the appropriate credit card company during order processing. It is important for you to protect against unauthorized access to your password and to your computer. Be sure to sign off when finished using a shared computer.

Article 9: Refund/Return Policy

If an item is faulty, wrongly described or different from the details shown to Customer then we will meet our legal obligations which may include refunding the purchase price and delivery charges, or providing a replacement product, provided the item is returned within a reasonable time with proof of purchase.

Please note that any additional cost incurred due to currency conversion will not be refunded, and are considered the responsibility of the customer.

9.1 Refunds will be done only through the Original Mode of Payment

Article 10: Liability

10.1 The Company's liability under the agreement shall be limited to the fulfilment of the obligations described in the agreement, in particular the obligations described below:

10.2 Any claims of the Customer with regard to delivered goods shall also become void in the event that:

- a) the agreement refers to the delivery of damaged or used products.
- b) the goods have been processed or the goods are otherwise not (or no longer) identifiable as originating from the Company.
- c) the defects are (also) caused by normal wear and tear, inexpert and/or incorrect treatment, use and/or storage or maintenance of the products.
- d) Perishable items were delayed at any of the UAE borders or damaged due to inappropriate transportation and storage.
- e) the Customer has not forthwith given the Company the opportunity to investigate the complaints and fulfil its obligations.
- f) The Customer has not, not in time nor sufficiently, fulfilled any obligation resting with him.

10.3 The Company's liability shall never cover business damage or any other indirect damage.

10.4 The Company shall never be liable for direct or indirect damage, including business damage, resulting in the infringement of any intellectual or industrial property rights, licenses or any other rights or third parties.

10.5 Should the Company be held liable by any third party/parties for any damage for which the Company is not liable pursuant to these General Terms and Conditions or otherwise, then the Customer shall be obliged to hold harmless and indemnify the Company against such damage and liability and to compensate if for any possible ensuing costs, damage and interest.

10.6 The limitations and exclusion of liability, as well as indemnity stipulated for the Company itself in the above paragraphs are also stipulated for and on behalf of its employees, any other person employed by it within the framework of the agreement, as well as for the persons from whom the Company obtains delivered goods / parts.

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Article 11: Force Majeure

11.1 The term force majeure in these terms and conditions shall mean any circumstances beyond the Company's control, whether or not foreseeable at the time of conclusion of the agreement, which permanently or temporarily prevents fulfilment of the contract, and, insofar as these are not included, war, danger or war, civil war, revolt, strike, employee's lock out, freight problems, fire, weather conditions, preventing work and other interruptions of the Company's operations or the operations of the Company's suppliers, as well as default of the Company's suppliers.

11.2 In the event of impediment to the performance of the agreement as a result of force majeure, the Company shall have the right without any judicial intervention, either to suspend the execution of the agreement for a maximum of three (3) months or to wholly or partially dissolve the execution of the agreement, without the Company being obliged to pay any compensation.