

TO WHOM IT MAY CONCERN

This is to certify that:

ANWAR AL-HERMAL FOR GENERAL TRADING & CONTRACTING LTD , a company duly organized and existing under the laws of Iraq, with its head office at Basra, Ashier, Kuwait Street Iraq, registered with the Commercial Register of Basra, under n° 000009694-02 And represented by Mr.Fadhil Abbas Abed Essada , the owner.

is a **SOCOMECSAS's Authorized Distributor, within the Territory of Iraq, for the promotion and sales of SOCOMECSAS's PSM (Power Switching & Monitoring) Products.**

The relationships are governed, in particular, by the terms and conditions in page 2, 3 & 4 of this certificate,

ANWAR AL-HERMAL FOR GENERAL TRADING & CONTRACTING LTD performs its business in its own name and for its own account, bearing all responsibilities pertaining to its business and acting with regard to SOCOMECSAS as an independent enterprise.

This present statement is valid until December 31st, 2019.

Done on July 8th, 2019, in Dubai, UAE.


Hani ISMAIL
Power switching & Monitoring
Sales Manager Middle East



GENERAL CONDITIONS OF SALE OF SOCOMEC

The present general conditions, which can be revised at any time, apply to products sold or services supplied (hereafter called "the SUPPLY") provided by SOCOMEC to its trade customers (hereafter called "the CUSTOMER").

These conditions have been sent or remitted to the CUSTOMER to enable it to make an order. As a result, the making of any order will constitute full acceptance without reserve by the CUSTOMER of these general conditions which will prevail over any other documents of the CUSTOMER, particularly its own general purchase conditions. Any derogation from these general conditions of sale shall, in the absence of any written acceptance, not bind SOCOMEC whenever such derogation may have been brought to its knowledge. The present general conditions may be amended or supplemented by special conditions.

1 – GENERAL

The SUPPLY only includes the matters specified in the offer made by SOCOMEC. For any additional SUPPLY, the prices and delivery dates shall be agreed specifically between SOCOMEC and the CUSTOMER. SOCOMEC's offer shall be valid for one month as from the date of its issue, unless stated otherwise in the offer. The prices and information relating to the SUPPLY mentioned in catalogues, prospectus and price lists are only given by way of non-binding information. SOCOMEC reserves the right to make any change in the layout, form, dimension, weight or materials without giving a rise to any claim or price reduction. Due to the evolution of the norms and equipment, the characteristics, dimension and volume data stipulated in any document sent to the CUSTOMER shall not bind SOCOMEC, except after confirmation by SOCOMEC's staff.

2 – INTELLECTUAL AND INDUSTRIAL PROPERTY - CONFIDENTIALITY

SOCOMEC shall retain the full and exclusive ownership of all its intellectual and industrial property rights relating to the SUPPLY or items manufactured by it, including over any software, technology, know-how whether patented or not, and over any document transmitted to the CUSTOMER (drafts, documentary studies, technical descriptions, etc). A right limited to use such rights may be granted on a non-exclusive basis, as the case may be, to the CUSTOMER. The CUSTOMER undertakes to take all necessary measures, and shall be liable for failure to do so, to ensure that all the above items shall be treated confidentially without limitation in time, and to return all documents sent by SOCOMEC immediately upon request without any right to compensation or any allowance.

3 – ORDERS

The contract of sale, even in the event of an accepted estimate or prior offer, shall only become final after express acceptance by SOCOMEC of the order placed by the CUSTOMER and receipt of the deposit agreed by SOCOMEC. Any cancellation of order by the CUSTOMER shall be notified to SOCOMEC only by registered letter with returned receipt. Whatever the reason for such cancellation, SOCOMEC shall invoice 50% of the amount of the order if cancellation is notified to it at the most 30 days before the date of delivery agreed, and 80% if such cancellation is notified less than 30 days before such date.

The SUPPLY is designed for commercial and industrial use only. The CUSTOMER shall be treated as being responsible for the choice of the SUPPLY ordered, having received from SOCOMEC the necessary advice and information concerning the conditions of use, the capacities and performance limits of the SUPPLY – and in its capacity as a professional, for the use and possible integration into another item of equipment. For use with critical applications, the SUPPLY may have to comply with applicable laws and regulations, specific local standards, and to be adapted pursuant to SOCOMEC's recommendations. In any case, for such use, SOCOMEC advises the CUSTOMER to contact it beforehand to confirm the ability of the SUPPLY to meet the requested level of safety, performances and reliability. Examples of "critical applications" notably includes life support systems, medical applications, commercial transportation, nuclear facilities or any other applications or systems where failure of the SUPPLY is likely to cause substantial harm to persons or property.

4 - PRICES

The prices are indicated exclusive of tax. The prices have been established taking account of the economic conditions prevailing at the date of publication of the price list or the issue of the offer and are, therefore, subject to revision without notice in accordance with conditions existing at the invoicing date of the SUPPLY. Further, the SUPPLY shall be invoiced to the CUSTOMER on the basis of the price list enforced on the date of delivery. SOCOMEC reserves the right, in particular, to index its prices in the event of significant fluctuation of the rates of certain precious metals such as, copper, lead and silver by reference to their reference value in force on the date of issue of the offer.

5 – PAYMENT CONDITIONS

The minimum amount of any invoice shall be 80 €. The offer shall set out the conditions of payment. In default, the following conditions shall be applied: full payment of 30% of the total amount exclusive of tax of the order by cheque on placing of the order, and then encashment of the balance on delivery by bill of exchange payable within 30 days of the date of the invoice. No discount shall be granted in the event of payment in advance. The time limits for payment may not be extended or modified for any reason. Partial payments shall be applied to the earliest sales in time.

6 – DELIVERY AND STORAGE

The delivery conditions shall be construed in accordance with the Incoterms in force at the date of signature of the contract. Unless agreed otherwise, the delivery of the SUPPLY shall be effected in the factories, offices or warehouses of SOCOMEC, either by remittance in the hands of the CUSTOMER or by notice of availability or by the delivery to a carrier designated by the CUSTOMER or, in default of such designation, a carrier chosen by SOCOMEC. Any order by instalments or repeat order shall be made available and accepted within the agreed time limits noted on the receipt, each instalment being the subject to partial invoicing.

If delivery is delayed due to the CUSTOMER or for any other reason not under its control, SOCOMEC may accept on written request by the CUSTOMER and at the cost and exclusive risk of the latter to store the SUPPLY. SOCOMEC shall invoice an amount to 0.6% of the tax exclusive price of the SUPPLY to be stored per week of delay with a non-chargeable period of 15 calendar days. The duration of storage may, in no event, exceed 12 months as of the request to delay delivery. These provisions do not modify in any manner the payment obligations of the CUSTOMER and will not constitute a novation. Depending on the duration of storage, SOCOMEC may decide to recharge the batteries of the SUPPLY where they are so equipped, and invoice such service to the CUSTOMER as well as all expenses for refurbishment which may be necessary. It will be the CUSTOMER's responsibility to take out all necessary insurance cover for the SUPPLY stored at SOCOMEC's premises, which shall have no liability in that respect.

7 – TIME FOR DELIVERY

SOCOMEC S.A. with a capital of 10 951 300 €
Registered at the Trade and Companies Registry in Strasbourg under n° B 548 500 149
Registered Office 1 rue de Westhouse, 67235 BENFELD, FRANCE

The time limit for delivery shall commence on the later of the following dates: either that of the notice of receipt of the order, or of the receipt by SOCOMEC of information requested from the CUSTOMER, or the payment of any sum on account, or remittance of any of the items of the SUPPLY that the CUSTOMER is required to remit to SOCOMEC. Unless agreed otherwise, the time limit for delivery shall be given on an indicative basis only. Any delay in delivery shall not give rise to a right to cancellation of the order.

SOCOMEC shall be released from its obligation to deliver within the agreed time limit where any conditions of payment have not been complied with by the CUSTOMER, or in the event of any event of force majeure or frustration, or any other event outside the control of SOCOMEC such as, in particular: strikes, epidemics, state of war, requisition, fire, flood, accident in relation to tooling, failure of significant items during manufacture, disruption in transport or in any information network, disruption of supply of raw materials or any source of energy supply, and, more generally, any event resulting in a total or partial stoppage of the activities of SOCOMEC or that of any of its suppliers, subcontractors or carriers.

The occurrence of any of the above mentioned events shall be notified in due time by SOCOMEC to the CUSTOMER which may not claim any alteration of the conditions of payment or cancel its order, or claim the payment of any compensation or liquidated damages.

8 – PACKAGING - TRANSPORT

The prices are calculated on the basis of equipment supplied ex works and not packed. Transport by express mail delivery or outside metropolitan France will be at the cost of the CUSTOMER and the same shall apply to any other form of transport, insurance, customs, special packaging, etc. The goods shall be carried at the risk and peril of the CUSTOMER and the transfer of risks in relation to the SUPPLY sold shall occur on delivery, as set out in section 6. In the event of damage, or where items are missing, it shall be the CUSTOMER's responsibility to issue all necessary reserves to the carrier. To be valid, any reserve shall be listed on the delivery note and then confirmed to the carrier by registered letter within three days as of the date of delivery, in accordance with article L.133-3 of the Commercial Code or in accordance with the rules applicable to the international contract for carriage.

9 – DELAY OR DEFAULT IN PAYMENT

The following shall be deemed to be a default of payment of any invoice: non acceptance and/or the failure to return any bill of exchange issued by the CUSTOMER, unauthorised set-off, partial payment of an invoice, suspension or deferral of any payment for any reason by the CUSTOMER or its refusal to take delivery of the SUPPLY. Any default in payment shall result firstly in all sums due under the order concerned and any invoices not yet due becoming due for immediate payment, whatever the method of payment agreed and, secondly, the suspension of all current orders without prejudice to any other rights of action. In accordance with article L.441-6 of the Commercial Code, penalties for delay shall be due in default of payment on the date following the date of payment appearing on the invoice, without any prior notice to pay being given. The rate of interest of such penalties for delay shall be the one applied by the European Central Bank to its most recent refinancing transaction increased by 10 percentage points with a minimum payment of 50 €. The ECB interest rate applicable during the first half of the year concerned shall be the rate in force on 1st January of the current year, and the ECB rate applicable during the second half of the year concerned shall be the rate in force on 1st July of the current year.

In addition, by way of costs for recovery, any invoice subject to a default in payment shall be subject to an automatic increase of a fixed amount of 40€. If the recovery costs incurred by SOCOMEC exceed this fixed amount, SOCOMEC reserves the right to claim additional compensation upon justification.

Further, SOCOMEC reserves the right, in the event of any default in payment:

- to give notice, in such event, of the termination of the sale, 48 (forty-eight) hours after any notice to pay has remained without effect. In such event, the CUSTOMER shall be required to immediately return the SUPPLY delivered by virtue of the reservation of title clause mentioned below at its expense.
- to determine, in the light of risks arising, a ceiling on the amount of credit which may have been granted to the CUSTOMER, to agree new time limits for payment and/or require the provision of new security. Such will be the case where SOCOMEC considers that the change in the legal organisation, the management or the shareholders of the CUSTOMER as well as the transfer, the lease, the grant of any charge or the transfer of its business, has an unfavourable effect on the creditworthiness of the CUSTOMER.

10 – CLAIMS AND RETURN OF THE SUPPLY

The CUSTOMER shall notify any claim or reserve by registered letter with return receipt within 7 (seven) clear days of receipt of the SUPPLY, failing which it shall not be entitled to make any claim or reserve. No SUPPLY may be returned without the prior written agreement of SOCOMEC. Any return shall be under the exclusive liability and at the expense of the CUSTOMER.

11 - WARRANTY

SOCOMEC warrants the SUPPLY against all proven defects or hidden defects in design and manufacture. The period of the warranty is 12 (twelve) months as from the date of commissioning of the SUPPLY and shall not exceed 18 (eighteen) months from delivery thereof. The CUSTOMER shall not be entitled to enforce the warranty unless it shall have fully paid for the SUPPLY.

The warranty of SOCOMEC shall be strictly limited to its SUPPLY and does not extend to the equipment within which the SUPPLY is integrated nor to the performance of such equipment. SOCOMEC's liability shall be limited, in its discretion, to the repair or replacement at its expense in its factory of all or part of the SUPPLY recognised as defective. As soon as the CUSTOMER has knowledge of the defect, it shall inform SOCOMEC in writing of the defects which it claims affect the SUPPLY, and shall supply all evidence thereof and indicate the use and the conditions of use of the SUPPLY. SOCOMEC reserves the right to modify the SUPPLY in order to satisfy the implementation of its warranty.

The repair, replacement or modification of all or part of the SUPPLY during the period of warranty shall not have the effect of prolonging the duration thereof.

Defective items replaced free of charge shall be made available to SOCOMEC and shall become its property. Items invoiced as appropriate to the CUSTOMER shall be warranted for 3 (three) months in normal conditions of use.

The warranty shall be excluded:

- in the event that the defect is due to the material supplied by the CUSTOMER, or due to a design imposed by it,
- in the event of damage or accident due to the transport or arising from the negligence, defective installation, supervision or maintenance by the CUSTOMER or a third party,
- in the event of use, installation or storage of the SUPPLY in abnormal conditions or conditions not in compliance with recommendations of SOCOMEC,
- if the CUSTOMER has carried out or has had carried out any changes, adjustments or repairs to the SUPPLY without the express agreement of SOCOMEC,
- in the event of damage arising from events of frustration or force majeure, or due to the fault of the CUSTOMER or of a third party.

The warranty does not cover the replacement or repair of items which are due to normal wear and tear of the SUPPLY.

12 - LIABILITY

The liability of SOCOMEC is strictly limited to the obligations stated in these General Conditions and, in any event, shall be limited to direct and foreseeable physical damage which liability shall not exceed the amount of the price of the SUPPLY. Except for very serious negligence on the part of SOCOMEC and compensation for any personal injury, SOCOMEC shall not be liable for any other compensation or damage. No claim may be made by the CUSTOMER against SOCOMEC for liability for compensation for any non-physical loss or damage, whether or not consecutive or due to the SUPPLY such as, in particular, loss of profits, loss of production and/or information, commercial damage, etc. Any contrary provision agreed by the CUSTOMER with any third party purchaser or user of the SUPPLY shall not bind SOCOMEC. This limitation of liability constitutes an essential and determinant condition of the agreement of SOCOMEC.

13 - VARIOUS

The CUSTOMER shall also be liable for all taxes, rates, duties and supplies not referred to in these General Conditions and due under French law or that of any other State.

14 – ELIMINATION OF WASTE EMANATING FROM THE EQUIPMENT

The CUSTOMER undertakes, for and on behalf of SOCOMEC, to comply with all regulatory or legal provisions whether present or future in relation to the collection, treatment and elimination of electrical and electronic equipment comprising all or part of the SUPPLY. For this purpose, the CUSTOMER shall be responsible for the organisation and the financing of the removal and treatment of waste emanating from such equipment. The CUSTOMER also undertakes to transfer such obligation to its successive purchasers until, or including, the final user of the SUPPLY. At the request of the CUSTOMER, SOCOMEC shall propose a solution for the recovery of the SUPPLY when its useful life has terminated.

15 – APPLICABLE LAW - JURISDICTION

All sales entered into by SOCOMEC, as well as these General Conditions, are subject to French law. All disputes, which shall not have been resolved by negotiation between the parties, shall be submitted to the Court of Strasbourg, FRANCE.

RESERVATION OF TITLE By express agreement and in accordance with Statute n° 80 335 of 12th May 1980, SOCOMEC reserves title in the SUPPLY sold until full and complete payment, both as to the principal amount, interest and costs. In default of payment of the invoice on the due date, SOCOMEC may recover the SUPPLY and, as appropriate, notify termination of the contract. Sums paid on account shall be retained in consideration of the use of the goods by the CUSTOMER.

However, the liability for risks in relation to the SUPPLY shall be transferred to the CUSTOMER as of delivery. Until full payment, the SUPPLY may not be resold or transferred without the prior agreement of SOCOMEC which shall be subject to the assignment by way of security of the debt claims arising on resale of said SUPPLY. The CUSTOMER shall inform SOCOMEC, as soon as possible, of any proceedings for the seizure, the requisition or confiscation or any other measure taken by any third party in relation to SUPPLY which might affect the ownership of SOCOMEC.