1. **Scope of Condition:** Our delivery of goods and services are subject to these Conditions of Sale and additionally the applicable statutory law only. Terms that vary from these Conditions of Sale and the applicable statutory law only.

2. **Offers, Contracts:** Our offers are made subject to confirmation. A contract is only concluded when we give order confirmation in writing or when orders are fulfilled by us.

3. **Form:**
   - (a) "writing" means any written record, such as, but not limited to, letters and telegrams.
   - (b) "written form" means a hand-signed document. Any amendment or supplement to these Conditions of Sale including this Section 3.1, and any termination or mutual agreement regarding a contract shall be in written form.

4. **Other statements and notices shall be made in writing.

5. **Pricing:** Unless otherwise agreed in writing, our prices are quoted ex works and include all taxes. Invoiced tax shall be payable additionally at the statutory rate in effect on the invoice date.

6. **Payment, Set-off:**
   - (a) Unless otherwise agreed in writing, payment to us by purchaser shall be effective as of date of delivery or performance.
   - (b) Set-off by purchaser is permitted only for claims that are undisputed and have been upheld by final decision of a court of competent jurisdiction.

7. **Place of Performance, Shipment:**
   - (a) The place of delivery or performance shall be our place of production or storage.
   - (b) If shipment has been agreed to be included, we shall ship the goods at purchaser's risk.

8. **Delivery Schedules, Delay:**
   - (a) If we fail to comply with the agreed schedules of delivery or performance or other contractual obligations on time, we shall be deemed to have granted an additional grace period of at least three (3) weeks, unless otherwise agreed by the purchaser on a longer period.
   - (b) If delivery or performance does not take place by the end of the additional delivery or performance period and if purchaser for this reason intends to exercise its right of rescission or claim damage in lieu of delivery or performance, purchaser shall first grant us in writing a further reasonable period for delivery or performance. Purchaser shall, upon request, notify us in writing within a reasonable time period, whether purchaser intends, as a result of the delay, to rescind and/or claim damages.

9. **Transport Insurance:**
   - (a) We provide such information, which as such in written form. Written and verbal information about goods, equipment, data shall be deemed to be guarantees only if they are agreed and indicated by us.
   - (b) The aforementioned information shall not represent to the new products representing the invoiced value of our goods in relation to the total value of other goods which have been processed, combined or mixed.

10. **Retention of Title:**
    - (a) The purchased goods remain our property until full payment of their price and all our claims against purchaser arising from our business relationship with purchaser have been satisfied.
    - (b) The goods sold shall be regarded as our goods for the purpose of any of the goods for the development or production of biological, chemical or nuclear weapons; for the unlawful manufacture of drugs; in violation of embargo; in violation of any legal registration or notification requirement; or without having obtained all relevant approvals required under applicable laws and regulations.

11. **Compliance with Statistical Regulations:**
    - (a) Notwithstanding Section 14.3, recovery claims by purchaser against us shall be limited to the foreseeable direct damage and claims for expenses and refund under this Section 14.2.
    - (b) If the purchased goods are subject to customs preferences due to their destination, the claim for reduction of obligations deriving from the contract and/or tort, (i) in the event of intentional or gross negligence or on the part of the purchaser, irrespective of the legal basis therefor, whether based on breach of contract or tort; (ii) in the event of material or gross misconduct or gross negligence on our part, the part of the contract and/or tort

12. **Indemnification, Rescission:**
    - (a) In the event of negligence in breach of essential obligations, our liability for damages shall be limited to the foreseeable direct damage and claims for expenses and refund under this Section 14.2.
    - (b) In the event of negligence in breach of essential obligations, our liability for damages shall be limited to the foreseeable direct damage and claims for expenses and refund under this Section 14.2.

13. **Adverse Events:**
    - (a) In the event of negligence in breach of essential obligations, our liability for damages shall be limited to the foreseeable direct damage and claims for expenses and refund under this Section 14.2.
    - (b) In the event of negligence in breach of essential obligations, our liability for damages shall be limited to the foreseeable direct damage and claims for expenses and refund under this Section 14.2.

14. **Rights of Purchaser in Case of Defects:**
    - (a) Purchaser has the right to repair the defects in our goods or services if the contractually agreed characteristics of the goods and services are only substantially impaired. In the event of justified and rightfully raised defect claims of the delivered goods or services, we retain the right to reduce the price for the use intended by purchaser.
    - (b) If the goods have been processed, combined or mixed with goods of a third party for the purpose of any of the goods for the development or production of biological, chemical or nuclear weapons; for the unlawful manufacture of drugs; in violation of embargo; in violation of any legal registration or notification requirement; or without having obtained all relevant approvals required under applicable laws and regulations.

15. **Liability:**
    - (a) We, our legal representatives, employees, and persons employed to perform our obligations shall only be liable for direct damages and claims for expenses of purchaser, irrespective of the legal basis thereof, whether based on breach of contract or tort; (i) in the event of intentional or gross negligence or gross negligence on our part or the part of our legal representatives, employees or persons employed to perform our obligations, or (ii) if the breach of essential obligations voids the contract and purchaser relies, and is entitled to rely, on the fulfillment of such obligations.
    - (b) In the event of negligence in breach of essential obligations, our liability for damages shall be limited to the foreseeable direct damage and claims for expenses and refund under this Section 14.2.

16. **Time Limits:**
    - (a) In the event of negligence in breach of essential obligations, our liability for damages shall be limited to the foreseeable direct damage and claims for expenses and refund under this Section 14.2.
    - (b) In the event of negligence in breach of essential obligations, our liability for damages shall be limited to the foreseeable direct damage and claims for expenses and refund under this Section 14.2.

17. **Compliance with Statistical Regulations:**
    - (a) If the purchased goods are subject to customs preferences due to their destination, the claim for reduction of obligations deriving from the contract and/or tort, (i) in the event of intentional or gross negligence or gross negligence on the part of the purchaser, irrespective of the legal basis therefor, whether based on breach of contract or tort; (ii) in the event of material or gross misconduct or gross negligence on our part, the part of the contract and/or tort.

18. **Place of Jurisdiction:**
    - (a) If the purchased goods are subject to customs preferences due to their destination, the claim for reduction of obligations deriving from the contract and/or tort, (i) in the event of intentional or gross negligence or gross negligence on the part of the purchaser, irrespective of the legal basis therefor, whether based on breach of contract or tort; (ii) in the event of material or gross misconduct or gross negligence on our part, the part of the contract and/or tort.

19. **Applicable Law:**
    - (a) The contract and the legal relationship with purchaser shall be governed by the laws of the Arab Republic of Egypt.

20. **Trade Terms:**
    - (a) If any trade terms have been agreed pursuant to the International Commercial Terms (INCOTERMS), they shall be interpreted and apply in accordance with INCOTERMS.

21. **Severability:**
    - (a) Should any of these Conditions of Sale be deemed wholly or partly invalid, this shall have no effect on the validity of the remaining terms.