

Pro-Forma 1010229485

MSD Animal Health FZ Alpha Building (EIB05), Suite 01, G Floor

Dubai Internet City

P.O.Box 502947 Dubai, UAE VAT reg.no: 100049438300003

Billing Address:

AFNAN FEED & FEED ADDITIVES TRADE

DR RAAFAT M RAAFAT ABDULLAH GHSOHEH ST AL HUSSEINI COMPLEX

AMMAN

JORDAN

Delivery Address:

AFNAN FOR TRADE & POULTRY

SERVICES

DR RAAFAT M RAAFAT

SITTINI STREET

AL MANARA DISTRICT

0000 ERBIL **IRAQ**

Invoice date:

06-Jan-2021

Order date: 02-Jan-2021

Order number:

1108693424

Air

PO number:

Customer number: Payment terms: 90 days net

C0034USD

Terms of delivery:

CIP ERBIL, IRAQ **INCOTERMS 2020**

Payment Method:

CASH or TT

Shipping type:

Payment due date:

06-Apr-2021

Currency:

USD

Page: 1/8

ine	Material	Descrip	tion			Qty		
lo.					VAT %	Price	Discount	Net value
	Batch/Se	rial					value	
				PRODUCTS FOR	VETERINARY USE	ONLY		
1	187344	Bravect	o 250mg 1x1ta	ıb 829		30	PK	
						15.70		471.00
	Batch:	U289Z08	Quantity:	30 Manuf. date:	29-Aug-2019	Cntry of Orig	gin: Austria	
				Exp date:	31-Jul-2021	Tariff Numb	er: 30049000	
2	326790	COCCI	VAC-D2 10x10	00ds PBS 240 MOW		41	PK	
						275.00		11,275.00
	Batch:	94410067	Quantity:	41 Manuf. date:	07-Aug-2020	Cntry of Orig	gin: USA	
				Exp date:	06-May-2021	Tariff Numb	er: 30023000	
3	016049	Nobilis (CAV P4 10x10	00ds 225 24m		7	PK	
						907.25		6,350.75
	Batch:	A043AJ14	Quantity:	7 Manuf. date:	06-Mar-2020	Cntry of Orig	gin: Netherlands	
				Exp date:	31-Mar-2022	Tariff Numb	er: 30023000	
4	006037	Dilavia ¹	10x200ml 449			7	PK	
						0.01		0.07
	Batch:	G503A01	Quantity:	7 Manuf. date:	22-Jan-2020	Cntry of Orig	gin: Spain	
				Exp date:	30-Sep-2021	Tariff Numb	er: 30045000	
5	009803	Nobilis I	EDS 12x1000d	ls/500ml 225		8	PK	
						294.20		2,353.60
	Batch:	G621A11	Quantity:	2 Manuf. date:	13-Apr-2020	Cntry of Orig	gin: Spain	



Pro-Forma Invoice

MSD Animal Health FZ Alpha Building (EIB05), Suite 01, G Floor Dubai Internet City P.O.Box 502947 Dubai, UAE VAT reg.no: 100049438300003

Page: 2/8

е	Material	Descript	ion			\/AT 0/	Qty	Discount	Notvolve
-	Batch/Sei	rial				VAT %	Price	Discount value	Net value
					Exp date:	30-Apr-2022	Tariff Numbe		
		G621A12		6	13-Apr-2020				
					Exp date:	30-Apr-2022			
6	016889	Nobilis I	B+ND 12x100	00ds/50	0ml 225		20	PK	
							403.40		8,068.00
	Batch:	G504A15	Quantity:	20	Manuf. date:	02-Mar-2020	Cntry of Orig	jin: Spain	
					Exp date:	31-Mar-2022	Tariff Number	er: 30023000	
7	005195	Nob. Infl	luenza H9N2	12x200	0ds/500ml 225		36	PK	
							502.00		18,072.00
	Batch:	G648A01	Quantity:	36	Manuf. date:	27-Apr-2020	Cntry of Orig	jin: Spain	
					Exp date:	30-Apr-2022	Tariff Number	er: 30023000	
8	005195	Nob. Infl	luenza H9N2	12x200	0ds/500ml 225		4	PK	
							0.00		0.00
	Batch:	G648A01	Quantity:	4	Manuf. date:	27-Apr-2020	Cntry of Orig	jin: Spain	
					Exp date:	30-Apr-2022	Tariff Number	er: 30023000	
9	178582	Nobilis F	H9N2+ND P 1	2x2000	ds 225		160	PK	
							640.50		102,480.00
	Batch:	G906A01	Quantity:	160	Manuf. date:	28-Sep-2020	Cntry of Orig	jin: Spain	
					Exp date:	30-Sep-2022	Tariff Number	er: 30023000	
10	178582	Nobilis H	H9N2+ND P 1	2x2000	ds 225		32	PK	
							0.00		0.00
	Batch:	G906A01	Quantity:	32	Manuf. date:	28-Sep-2020	Cntry of Orig	jin: Spain	
					Exp date:	30-Sep-2022	Tariff Number	er: 30023000	
11	132839	Nobilis N	ND Clone 30 1	10x2500)ds 225		1,200	PK	
							53.50		64,200.00
	Batch:	A362CM02	Quantity:	1,200	Manuf. date:	09-Oct-2020	Cntry of Orig	in: Netherlands	
					Exp date:	31-Oct-2022	Tariff Number	er: 30023000	
12	016641	Nobilis F	Reo 1133 10x	1000ds	224		10	PK	
							236.00		2,360.00
	Batch:	A048AJ05	Quantity:	10	Manuf. date:	13-Aug-2019	Cntry of Orig	in: Netherlands	
					Exp date:	30-Nov-2021	Tariff Number	er: 30023000	
13	144564	Nobilis [Diluent FD 1x2	200ml 4	49		100	PK	
							0.01		1.00
	Batch:	202557641	Quantity:	100	Manuf. date:	19-Jun-2020	Cntry of Orig	in: Switzerland	



Pro-Forma Invoice

MSD Animal Health FZ Alpha Building (EIB05), Suite 01, G Floor Dubai Internet City P.O.Box 502947 Dubai, UAE VAT reg.no: 100049438300003

Page: 3/8

ne o.	Material	Descript	tion			VAT %	Qty Price	Discount	Not value
J.	Batch/Serial					VAI 70	Price	value	Net value
					Exp date:	31-May-2023	Tariff Numbe	er: 30049000	
14	016976	Nob. RT	-+IBmulti+ND	+EDS 1	2x1000ds/500ml		15	PK	
							1,420.00		21,300.00
	Batch:	G622A03	Quantity:	15	Manuf. date:	04-May-2020	Cntry of Orig	jin: Spain	
					Exp date:	31-May-2022	Tariff Numbe	er: 30023000	
15	144265	Nobilis S	SG 9R 10x100	00ds 22	5		30	PK	
							501.00		15,030.00
	Batch:	A164AJ07	Quantity:	30	Manuf. date:	23-Oct-2020	Cntry of Orig	in: Netherlands	
					Exp date:	31-Oct-2021	Tariff Numbe	er: 30023000	
16	144564	Nobilis [Diluent FD 1x2	200ml 4	49		300	PK	
							0.01		3.00
	Batch:	202557641	Quantity:	300	Manuf. date:	19-Jun-2020	Cntry of Orig	in: Switzerland	
					Exp date:	31-May-2023	Tariff Numbe	er: 30049000	
17	146638	Nobivac	: DHPPi 10x1	ds 225			50	PK	
							23.30		1,165.00
	Batch:	A600F01	Quantity:	50	Manuf. date:	10-Apr-2020	Cntry of Orig	in: Netherlands	
					Exp date:	30-Apr-2022	Tariff Numbe	er: 30023000	
18	146638	Nobivac	: DHPPi 10x1	ds 225			5	PK	
							0.00		0.00
	Batch:	A600F01	Quantity:	5	Manuf. date:	10-Apr-2020	Cntry of Orig	in: Netherlands	
					Exp date:	30-Apr-2022	Tariff Numbe	er: 30023000	
19	016046	Nobivac	Diluent 10x1	ds 225			30	PK	
							0.15		4.50
	Batch:	L320302	Quantity:	30	Manuf. date:	06-Aug-2019	Cntry of Orig	in: Netherlands	
					Exp date:	31-Jul-2023	Tariff Numbe	er: 30049000	
20	153036	Nobivac	: Lepto 10x1d:	s 225 24	4m		70	PK	
							15.00		1,050.00
	Batch:	A451A01	Quantity:	70	Manuf. date:	10-Jun-2020	Cntry of Orig	in: Netherlands	
					Exp date:	30-Jun-2022	Tariff Numbe	er: 30023000	
21	153036	Nobivac	Lepto 10x1d	s 225 24	4m		7	PK	
							0.00		0.00
	Batch:	A451A01	Quantity:	7	Manuf. date:	10-Jun-2020	Cntry of Orig	in: Netherlands	
					Exp date:	30-Jun-2022	Tariff Numbe	er: 30023000	





MSD Animal Health FZ Alpha Building (EIB05), Suite 01, G Floor Dubai Internet City P.O.Box 502947 Dubai, UAE VAT reg.no: 100049438300003

Page: 4/8

ne o.	Material	Descripti	ion			VAT %	Qty Price	Discount	Net value
<i>,</i>	Batch/Sei	rial				VA1 70	1 1100	value	Net value
22	163204	Nobivac	Rabies 10x1	ds 225			50	PK	
							15.00		750.00
	Batch:	A546C03	Quantity:	50	Manuf. date:	25-Jun-2020	Cntry of Origi	in: Netherlands	
					Exp date:	30-Jun-2024	Tariff Numbe	r: 30023000	
23	138030	Nobivac	Tricat Trio 5x	:1ds+5x	1ds dil 225		50	PK	
							19.50		975.00
	Batch:	A399D02	Quantity:	50	Manuf. date:	17-Jul-2020	Cntry of Original	in: Netherlands	
					Exp date:	30-Apr-2023	Tariff Numbe	r: 30023000	
24	138030	Nobivac	Tricat Trio 5x	:1ds+5x	1ds dil 225		5	PK	
							0.00		0.00
	Batch:	A399D02	Quantity:	5	Manuf. date:	17-Jul-2020	Cntry of Original	in: Netherlands	
					Exp date:	30-Apr-2023	Tariff Numbe	r: 30023000	
25	076966	Nob.Influ	ıen. H9N2+N	D 12x20	000ds/500ml 109		20	PK	
							610.00		12,200.00
	Batch:	G816A03	Quantity:	1	Manuf. date:	27-Jul-2020	Cntry of Original	in: Spain	
					Exp date:	31-Jul-2022	Tariff Numbe	r: 30023000	
		G821A01		19	21-Sep-2020				
					Exp date:	30-Sep-2022			
26	076966	Nob.Influ	ıen. H9N2+N	D 12x20	000ds/500ml 109		4	PK	
							0.00		0.00
	Batch:	G821A01	Quantity:	4	Manuf. date:	21-Sep-2020	Cntry of Original	in: Spain	
					Exp date:	30-Sep-2022	Tariff Numbe	r: 30023000	
27	132572	Nobilis A	E+POX 1x10	00ds+c	dil 225		560	PK	
							14.50		8,120.00
	Batch:	0170093J09	Quantity:	79	Manuf. date:	15-Nov-2019	Cntry of Original	in: Netherlands	
					Exp date:	30-Nov-2021	Tariff Numbe	r: 30023000	
		0170099J05		481	03-Apr-2020				
					Exp date:	30-Apr-2022			
28	187344	Bravecto	250mg 1x1ta	ab 829			3	PK	
							0.00		0.00
	Batch:	U289Z08	Quantity:	3	Manuf. date:	29-Aug-2019	Cntry of Original	in: Austria	
					Exp date:	31-Jul-2021	Tariff Numbe	r: 30049000	
29	016889	Nobilis IE	B+ND 12x100	00ds/50	0ml 225		2	PK	
							0.00		0.00



Pro-Forma Invoice

MSD Animal Health FZ Alpha Building (EIB05), Suite 01, G Floor Dubai Internet City P.O.Box 502947 Dubai, UAE VAT reg.no: 100049438300003

Page: 5/8

ne	Material	Descript	ion				Qty		
).	Batch/Ser	rial				VAT %	Price	Discount value	Net value
	Batch:	G504A15	Quantity:	2	Manuf. date:	02-Mar-2020	Cntry of Orig	in: Spain	
					Exp date:	31-Mar-2022	Tariff Number	er: 30023000	
30	005195	Nob. Infl	uenza H9N2 1	12x200	0ds/500ml 225		3	PK	
							0.00		0.00
	Batch:	G648A01	Quantity:	3	Manuf. date:	27-Apr-2020	Cntry of Orig	in: Spain	
			•		Exp date:		Tariff Number		
31	178582	Nobilis F	19N2+ND P 12	2x2000	ds 225		7	PK	
							0.00		0.00
	Batch:	G906A01	Quantity:	7	Manuf. date:	28-Sep-2020	Cntry of Orig	in: Spain	
					Exp date:	30-Sep-2022	Tariff Number	er: 30023000	
32	132839	Nobilis N	ND Clone 30 1	0x2500	Ods 225		34	PK	
							0.00		0.00
	Batch:	A362CM02	Quantity:	34	Manuf. date:	09-Oct-2020	Cntry of Orig	in: Netherlands	
					Exp date:	31-Oct-2022	Tariff Number	er: 30023000	
33	016976	Nob. RT	+IBmulti+ND+	EDS 1	2x1000ds/500ml		2	PK	
							0.00		0.00
	Batch:	G622A03	Quantity:	2	Manuf. date:	04-May-2020	Cntry of Orig	in: Spain	
					Exp date:	31-May-2022	Tariff Number	er: 30023000	
34	146638	Nobivac	DHPPi 10x1d	s 225			2	PK	
							0.00		0.00
	Batch:	A600F01	Quantity:	2	Manuf. date:	10-Apr-2020	Cntry of Orig	in: Netherlands	
					Exp date:	30-Apr-2022	Tariff Number	er: 30023000	
35	163204	Nobivac	Rabies 10x1c	ls 225			5	PK	
							0.00		0.00
	Batch:	A546C03	Quantity:	5	Manuf. date:	25-Jun-2020	Cntry of Orig	in: Netherlands	
					Exp date:	30-Jun-2024	Tariff Number	er: 30023000	
36	138030	Nobivac	Tricat Trio 5x	1ds+5x	1ds dil 225		5	PK	
							0.00		0.00
	Batch:	A399D02	Quantity:	5	Manuf. date:	17-Jul-2020	Cntry of Orig	in: Netherlands	
					Exp date:	30-Apr-2023	Tariff Number	er: 30023000	
37	076966	Nob.Influ	uen. H9N2+N[) 12x2	000ds/500ml 109		2	PK	
							0.00		0.00
	Batch:	G821A01	Quantity:	2	Manuf. date:	21-Sep-2020	Cntry of Orig	in: Spain	
					Exp date:	30-Sep-2022	Tariff Number	er: 30023000	



Pro-Forma Invoice 1010229485

MSD Animal Health FZ Alpha Building (EIB05), Suite 01, G Floor Dubai Internet City P.O.Box 502947 Dubai, UAE

VAT reg.no: 100049438300003

Page: 6/8

Line	Material	Description			Qty		
No.				VAT %	Price	Discount	Net value
	Batch/Se	rial		,	,	value	
38	132572	Nobilis AE+POX 1x10	00ds+dil 225		60 P	K	
					0.00		0.00
	Batch:	0170099J05 Quantity:	60 Manuf. date:	03-Apr-2020 C	Cntry of Origin: N	letherlands	
			Exp date:	30-Apr-2022 T	ariff Number: 30	0023000	
Delivery	note no:	1210640217					
				Total gross value	: :		276,228.92
				Total net value:			276,228.92
				Total VAT:			0.00
				TOTAL VAT:			
				Total amount:			276,228.92

Bank details:

Citibank NA, Citigroup Centre, 33 Canada Square, Canary wharf

London E14 5LB

Account Name: MSD ANIMAL HEALTH FZ LLC Account Number: 13527131 IBAN Number: GB66CITI18500813527131 Swift Code: CITIGB2L

Please use our invoice number as payment reference.

"The Recipient of the goods/services covered by this invoice is required to account for VAT on the supply of such goods /services under the reverse charge mechanism as per Article 48 of the Federal Decree-Law No. (8) of 2017 applicable in UAE or as provided under any other applicable Law prevalent in the country of import / receipt of such goods / services."

GENERAL CONDITIONS OF SALE

Article 1 - General

- 1.1 Unless explicitly agreed otherwise between the parties in writing the General Conditions of Sale shall be applicable to all offers, order confirmations and deliveries of goods by MSD Animal Health FZ LLC, known as MSD Animal Health ("Invoicing Party") to the buyer of the goods ("Buyer"). They shall be an integral part of all contracts of sale. It is herewith explicitly stated that any purchase conditions of Buyer shall not be applicable.
- 1.2 Unless otherwise agreed in writing the latest edition of Incoterms, as currently laid down by the International Chamber of Commerce in Paris, shall apply to the terms of delivery.

Article 2 - Delivery

- 2.1 The quantities, measurements and weights as mentioned in the shipment documents determine the quantity delivered.
- 2.2 If goods are not delivered by the agreed date Buyer shall grant a reasonable extension in writing.
- 2.3 Acts of God, strikes, unforeseen operating or shipping difficulties or any other obstructions beyond our control shall release Invoicing Party (for the duration of such disturbance and its consequences) from the obligation to deliver by the agreed date. (If such date is exceeded by more than three months, then Buyer and/or Invoicing Party shall be entitled to cancel the contract to the extent of goods not then delivered).
- 2.4 In case the economy in the country of Buyer is seriously affected by war, civil war or similar events, Invoicing Party shall have the right to cancel the contract to the extent of goods not then delivered.

Article 3 - Means of Transportation

To the extent Invoicing Party is responsible for the transport of the goods Invoicing Party has the right to choose the route and means of transport.

Article 4 - Price increases after formation of the contract

4.1 In the event of any changes in duties, taxes, freight, intermediate storage and/or insurance charges occurring after the formation of the

سست كشركة منطقة حرة ذك مسؤولية محدودة وفقا لقانون الشركات الخاصة في منطقة ديي الحرة للتكنولوجيا والإعلام 2003 والصدر بموجب فاتون رقم (1) لسنة 2000 لإمارة دبي (وتعديلاته)





MSD Animal Health FZ Alpha Building (EIB05), Suite 01, G Floor Dubai Internet City P.O.Box 502947 Dubai, UAE

VAT reg.no: 100049438300003

Page: 7/8

contract but, prior to the agreed shipment time, Invoicing Party has the right to adjust the selling price accordingly to the extent it has been based on one or more of these factors

- 4.2 In the event of any increases in prices of raw materials or other materials necessary for the manufacture of the goods sold occurring after the formation of the contract but, prior to the agreed shipment time, Invoicing Party has the right to increase the selling price accordingly to the extent it has been based on one or more of these factors provided that Invoicing Party has given the Buyer written notice at least 15 days prior to shipment of the intended price increase and provided the Buyer shall not have informed Invoicing Party in writing within 5 days from receipt of such notice that the Buyer wishes to cancel the contract.
- 4.3 All costs and losses incurred by Invoicing Party and/or all increases of any of the factors on which the selling price has been based, which occur during the time shipment of the goods has been suspended at the request of or by reason of any default of the Buyer, shall be for the responsibility and the account of the Buyer.

Article 5 - Payment

- 5.1 If the Buyer fails to pay in full the amount demanded within the time limit laid down in the invoice then, after a written demand for payment, without prejudice to any other rights Invoicing Party may have:
- 5.1.1 All other debts the Buyer owes Invoicing Party shall become immediately due for payment.
- 5.1.2 Default interest shall be due on the amount stated in the demand as from the invoice date at the rate of 3 % above the current discount rate of the major banking institutions of the country in the currency of which the amount has been invoiced.
- 5.1.3 All costs of Invoicing Party, both judicial and extra judicial and including recovery costs, in order to achieve full or partial collections of our claim against the Buyer shall be borne by the Buyer.
- 5.2 Any bank charges arising from the payment of the selling price in the Buyer-s country or from the opening and confirmation of letters of credit shall be borne by the Buyer.

Article 6 - Retention of ownership

- 6.1 Until such time payment in full of the purchase price has been received by Invoicing Party, Invoicing Party shall retain ownership of the goods, their delivery notwithstanding.
- 6.2 The Buyer, however, may dispose of such goods owned by Invoicing Party in the ordinary course of his business for working, working up or further delivery only.
- 6.3 In the event Buyer fails to timely pay the amount due for the goods delivered, Invoicing Party shall have the right to repossess the goods at any time, without being obliged to grant Buyer any additional time for fulfilling his obligations and without prejudice to any other rights it may have in connection with Buyer-s failure to pay.

Article 7 - Liability

- 7.1 Information concerning the quality, composition, treatment in the widest sense, possibilities of application, qualities etc. of the goods shall bind Invoicing Party only if it has been given in writing with the evident intent to guarantee the relevant properties.
- 7.2 The liability of Invoicing Party under any order shall not, under any circumstances whatsoever, exceed the amount of the invoice price paid or payable thereunder for the goods sold and delivered thereunder. Invoicing Party shall not be liable for any indirect, consequential, special, incidental, exemplary or punitive damages or similar damages or losses of any nature whatsoever, including, without limitation, for any loss of clientele, sales or profits, regardless of whether arising from breach of contract, tort, strict liability or otherwise.

Article 8 - Resale

Goods shall be resold or offered for resale in their original packaging and labeling, by qualified personnel, and stored in premises suitable for their storage and refrigeration.

Article 9 - Adverse event reporting and Quality Complaints

- 9.1 Buyer shall, within one (1) working day from the date of receipt of a notice, communication or other information concerning any adverse event or quality complaint notify Invoicing Party of such adverse event or quality complaint. Buyer shall co-operate fully with, and provide all reasonable and necessary information and assistance to Invoicing Party in connection with Invoicing Party-s investigation into such adverse event or quality complaint.
- 9.2 In the event Buyer receives from any governmental authority any communication relating to any adverse event, Buyer shall, within two (2) business days from the date of receipt of such communication, notify Invoicing Party of such communication. The notice shall include, in addition to the communication from the governmental authority, a written summary of any conversations between Buyer or its representatives and the governmental authority and any other information relating to such communication. Buyer shall notify Invoicing Party of such communication.
 9.3 Buyer shall have obtained all consents necessary to permit Invoicing Party (and/or any of its and/or their contractors and/or agents) to lawfully handle and process any personal data relating to adverse events or quality complaints, including personal data relating to persons making a quality





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VAT reg.no: 100049438300003

Page: 8/8

complaint or reporting the occurrence of an adverse event.

Article 10 - Product Recall

In the event Invoicing Party or any governmental authority initiates a product recall or similar action in connection with any of the goods sold and delivered to Buyer, Buyer shall cooperate with Invoicing Party in implementation of such product recall. Within twenty four (24) hours from the time of receipt or knowledge of a product recall or similar action by a governmental authority, Buyer shall notify Invoicing Party, and Invoicing Party and Buyer shall agree on an appropriate course of action; provided that if Invoicing Party and Buyer cannot agree on a course of action, then Buyer shall implement the course of action as designated by Invoicing Party.

Article 11 - Retention of records

- 11.1 Buyer shall keep appropriate records concerning the resale of the goods and shall at the request of Invoicing Party provide copies thereof in case of a product recall.
- 11.2 Buyer shall retain all records relating to an adverse event or quality complaint for a period of not less than six (6) years from the date of receipt of notice or information concerning such adverse event or quality complaint. Within ten (10) days from the date of receipt of a request by Invoicing Party, Buyer will make available to Invoicing Party or Invoicing Party-s designee, for inspection and copying, Buyer-s records relating to each adverse event or quality complaint.

Article 12 - Ethics / Conflict of Interest

- Buyer shall adhere to business practices that are in accordance with the letter and spirit of applicable laws and ethical principles as follows:

 (a) All transactions between Invoicing Party and Buyer shall be accurately reflected in Buyer-s records, and no funds or other assets shall be paid directly or indirectly to government officials or persons acting on their behalf or to representatives of the other businesses for the purpose of influencing government decisions or actions with respect to Invoicing Party-s business.
- (b) Buyer shall conduct its activities hereunder so as to avoid loss or embarrassment to Invoicing Party due to any real or apparent conflict of interest, and to require that all subcontractors comply with such policy.
- (c) Invoicing Party shall have the right to terminate the contract upon violation of said business practices on the part of Buyer, its employees, agents, representatives or subcontractors.

Article 13 - Confidentiality

Buyer shall not without our prior consent divulge to any third party any confidential information of business secret marked as such and concerning Invoicing Party or the goods supplied.

Article 14 - Applicable law: competent courts

- 14.1 All contracts of sale as well as these General Conditions of Sale shall be governed by the Uniform Law on the Formation of Contract for the International Sale of Goods and by the Uniform Law on the International Sale of Goods, both forming annexes to conventions concluded at the Hague on July 1st, 1964. Whenever a certain problem is not covered by one of these laws, UAE law shall apply.
- 14.2 All disputes arising in connection with the aforesaid agreements (including legal measures to obtain a temporary injunction) shall be exclusively settled at the option of the plaintiff by the court competent in Dubai or by the court competent in the district where the registered office of the defendant is
- 14.3 All contracts of sale as well as these General Conditions of Sale shall be governed by the United Nations Convention on contracts for the International Sale of Goods.