

ARTICLE 0

Definitions

- ‘the Company’ – the legal entity VP Electrical Power Systems Consultancy PLC registered in Ethiopia, Addis Ababa.
- ‘Offer’ – an explicit proposal made by the Company for a Client with the intention to create, if accepted, a legal relationship.
- ‘Agreement’ – any contract under which the Company sells Goods and/or provides Services to the Client.
- ‘the Client’ – the individual, firm, company, government or other party with whom the Company creates an Agreement.
- ‘Work’ – any combination of contracted Services and Goods to execute a single activity or a project (multiple dependent activities) which the Company is to supply.
- ‘Goods’ – the whole or any part of the goods which the Company is to supply.
- ‘Services’ – the whole or any part of the services which the Company is to supply or carry out.

ARTICLE 1

Applicable terms & conditions

1. The Company submits Offers and contractual Agreements concerning the delivery of consultancy Services and related Goods for Power Quality, Energy Saving and Electrical Engineering issues solely under these Terms & Conditions.
2. Changes or additions to these Terms & Conditions are only valid and binding after a written and legally signed Agreement with an authorised representative of the Company. When one or more articles in an Agreement or in these Terms & Conditions is not legally binding according to the law, then still the other Articles will be legally binding unless strictly applying the Agreement or these Terms and Conditions is manifestly unreasonable.

ARTICLE 2

Offer, conclusion of Agreement.

1. Unless an Offer has an explicit validity date or validity period mentioned, an Offer of the Company is completely non-committal. A legally binding Agreement is formed and valid only after written confirmation on its part of an order or by confirmation of the Client.
2. The in an Offer used images, drawings, dimensions and the like are used as an approximation, unless the Company has explicitly stated to consider it as an accurate specification.

ARTICLE 3

Prices

1. All, by the Company listed prices are in Ethiopian Birr (Br – Latin Script ብር – Ethiopic Script), unless parties have agreed differently and all prices are excluding Value Added Tax, that in connection with the Agreement is due. Value Added Tax will be charged separately and listed in the Agreement.

General Terms & Conditions



VP Electrical Power Systems Consultancy PLC

2. When, between the time of conclusion of the Agreement and the date of delivery, the costs of Goods ordered, costs of wages and materials increase, then the Company is entitled to increase these prices accordingly.
3. The costs associated with any assembly and / or installation (including all travel and accommodation expenses) will be borne by the Client, unless the parties have expressly agreed otherwise in writing.

ARTICLE 4

Payments

1. Payments are due by Client not later than thirty calendar days after the Invoice date, unless the parties have expressly agreed otherwise in writing. When the Company has reason to believe that the fulfilment of the payment by the Client shall not happen, then the Company is entitled to demand payment in advance and cash on delivery.
2. In case of overdue of a payment the Client is, without any special notice required, in default and obliged to pay the statutory interest for the unpaid portion. Expired, unpaid interest, bears also interest after one year. To any collection associated legal and other costs for the Company shall be borne by the Client.
3. In case of overdue of a payment, which is meant to include non-compliance with the above request for cash payment in advance or on delivery, the Company is authorized to suspend the execution of the Agreement until the receipt of the full payment and, in the case of an incomplete payment after a written notice, to terminate the contract in whole or in part.
4. This is without prejudice to its right to damages.
5. Settlement with claims on the Company is not allowed.
6. In case of bankruptcy, suspension of payments or seizure on the Client side, all that Client owed to the Company is fully repayable on demand and can immediately be settled off by the Company.

ARTICLE 5

Assembly and installation

1. Client is responsible with regard to the Company for the proper and timely clearances and implementation of all installations, facilities and / or conditions (such as approvals) that are necessary for the mounting, assembly, montage and compose of the good annex product and / or the correct operation of the annex product in its installed state.
2. Possible damage and / or expenses to be incurred in connection with the fact that the Client does not meet the conditions laid down in this article for a Good supplied on the part of the Company, will be borne by the Client.

ARTICLE 6

Test, Examination, Inspection

1. Client is obliged to cooperate in an inspection and / or acceptance test.
2. Client will inspect, test or examine and approve the Goods and / or Services delivered by the Company not later than 7 days after delivery. When this term passes without a written and specified notification of substantiated complaints, the Goods and / or the Services are accepted by the Client.

ARTICLE 7

Clients obligations

3. Client is required to enable the Company to carry out the contracted Work during normal working hours, and under conditions that meet the statutory safety requirements and other government regulations.
4. The Client must ensure that activities and/or deliveries to be carried out by third parties, which do not form part of the contracted Work, are carried out in such a way and at such time that the implementation of the Work is in no way delayed. In that event that a delay as referred to in this article nevertheless occurs, the Client must notify the Company immediately.
5. The Client shall ensure that adequate and safe equipment is provided in good time for the purposes of moving (heavy) parts required for the implementation of the Work in a horizontal or vertical direction, and shall ensure that the place where the Work is to be carried out is properly and safely accessible.
6. The Client shall bear the risk for damage to and loss of Goods including materials and parts or (measurement-) tools delivered to the place where the Work is being carried out, if such damage or loss can be attributed to the Client. Loss of and/or damage to said Goods, which occurs outside of normal working hours during the time that these are under the Client's supervision, will be at the Client's risk.
7. The Client bears the risk of damage caused by defects in, or the unsuitability of, goods supplied by the Client, or which are prescribed, or must be procured from a prescribed supplier, as well as the risk of non-delivery or late delivery of such goods.
8. The Client bears the risk of damage caused by errors or flaws in any drawings, calculations, designs, specifications or implementing regulations that it provides.
9. The Client bears the risk of improper fulfilment of the Agreement on the part of any auxiliary persons that it appoints or provides.
10. The Client indemnifies the Company against all third-party claims for damages for which the Client is liable under these Terms and Conditions, including claims resulting from infringements of intellectual or industrial property rights.
11. When the Company agrees to deliver Goods elsewhere the Client shall, when so required by the Company, forthwith give to the Company all necessary instructions; the Company shall be entitled to add to the Contract price a reasonable charge for packaging and delivery and off-loading shall be at the Client's risk and expense.

ARTICLE 8

Delivery, Delivery Dates, Default

1. The precondition for the commencement of and compliance with delivery dates agreed upon is that the collaboration duties have been performed by the customer (see especially articles 5, 6 and 7), in particular the timely delivery of materials, documentation, approvals, examinations and clearances to be provided by the customer and the compliance with payment terms agreed upon, especially effecting agreed down-payments or opening of a letter of credit. If these preconditions are not duly met in good time, the delivery dates shall be reasonably extended; this shall not apply if the supplier is solely responsible for the delay.
2. The delivery period commences on the date of the conclusion of the Agreement or, when later in time, on the date on which an agreed deposit has been paid in full and the information

relevant for the implementation of the Agreement and to be provided by the Client is received.

3. If non-compliance with the delivery date is due to force majeure or to other disturbances beyond our control e.g. war, terrorist attacks, import or export restrictions, including such disturbances affecting subcontractors, the delivery dates agreed upon shall be extended by the period of time of the disturbance. This also applies to industrial action affecting either the Company or our suppliers.
4. The Company will only then be in default after exceeding the term and a given reasonable period of grace in writing by the Client, when its obligations to the Client cannot be met by circumstances attributable to the Company. If the Company is in default with its delivery, the Client shall declare upon our request and within a reasonable period of time whether it insists upon performance of delivery or asserts its other statutory rights.
5. In case of delayed delivery, the Client may only rescind the Agreement within the framework of statutory provisions insofar as the Company is responsible for the delay.
6. If a Client is in default of acceptance or if a Client culpably violates its collaboration duties, the Company has the right to demand compensation for the damage incurred by the Company in this respect including further additional expenditure in an amount of 0.5 % of the price of the Services and Goods for delivery per month or part thereof but not exceeding, on aggregate, 5 % of the price of the Services and Goods for delivery. The contracting parties reserve the right to prove higher or lower costs of additional expenditure. The right to raise further claims on account of default of acceptance shall remain unaffected hereby.
7. Part shipments and corresponding invoices are admissible unless this is an unreasonable proven hardship for the Client.
8. Client is obliged to accept. A shortcoming that the use of the delivery or performance does not seriously impede does not constitute grounds for appeal to a deadline nor a refusal to purchase or payment. This shall not affect the right of the Client to reversal the breach affected as soon as possible.

ARTICLE 9

Transfer of risk and ownership

1. The risk in the Goods will always pass permanently to the Client at the time of arrival at the agreed place of delivery or, if the delivery is postponed at the Client's request, when the Goods are ready for dispatch.
2. The ownership of Goods delivered – being it one or multiple items – only pass to the Client after Client has paid all he owes to the Company, pursuant to the provision of these Goods, or other, in connection therewith, delivered or to be delivered Goods and Services including interest and costs.
3. The Company is entitled to take back Goods without further notice or judicial intervention in case of late payment by Client and Client gives in advance the Company permission to enter any location of the Client for this. The Client is entitled to use the Goods which are subject to retention of title within the framework of its normal business. Client is not authorized to pledge or encumber the Goods with restricted rights.

ARTICLE 10

Not attributable failure

1. The failure to fulfil an obligation is not attributable if this is due, at least related to circumstances beyond the control of the party, whether or not foreseeable. Such circumstance shall in any case, but not exclusively: war or similar circumstance, mobilization, riots, sabotage, terrorism, fire, lightning, implosion, explosion or escape of dangerous gases or substances, natural disasters, extreme weather conditions, strikes, occupation, boycott or blockade and measures of the interior or foreign governments, such as an import, export, delivery or production ban.
2. If a party fails in the fulfilment of the Agreement without being attributable to this – see 1 above – and performance is permanently impossible, then the Agreement may be terminated with immediate effect. When performance is not permanently impossible, then the dissolution of the Agreement can only occur after a period of seventy-five consecutive calendar days has expired in which compliance is not possible. When, for the fulfilment of the Agreement, the Company has additional costs due to circumstances not attributable to her, she is entitled to charge the reasonable to the Client.

ARTICLE 11

Defects in Goods and Works.

1. If Goods or Services supplied or a Work display defects, the Client is only entitled to free repair by the Company by – choice of the Company – repair, replacement or re-work. This is subject to the following conditions:
 - a. The shortcoming is attributable to the Company as a result of a cause attributable to the Company;
 - b. The deficiency is known within three (3) months after the delivery of the Goods concerned or the statement that the Service or Work was delivered;
 - c. The defect has been communicated in writing to the Company within seven (7) days after it could reasonably have been discovered;
 - d. Performance is not permanently impossible;
 - e. Any additions or changes to the Goods or the Services performed, troubleshooting of malfunction or maintenance work were carried out by the Company or with the prior written permission of the Company;
 - f. The consumable materials/expendable supplies used meets the specifications of the Company;
2. The Company may in some cases invoke the right to free repair against its supplier. The Company may require that, for a repair of a qualifying Good, that Good will be sent to the Company or to an address provided by the Company. The associated transport risks and costs shall be borne by the Client.
3. The Company has the right to correct defects on their own motivation. In case of a replacement, remain parts are or will become the property of the Company.
4. Due to a deficiency, an Agreement can only be completely or partially terminated insofar enforcement cannot reasonably be expected of the Client.

ARTICLE 12

Liability for damages.

1. The liability of the Company in connection with any defects in the delivered Goods and / or Services is limited to the fulfilment of what is stated above in article 11 of these Terms and Conditions;
2. In all cases the Company's liability is limited to the amount paid in the relevant case under the liability insurance of the Company. The Company does not accept any liability for (possible) financial losses and / or consequential direct or indirect damages: these are all excluded in advance.
3. The Company is also not liable for:
 - a. infringement of patents, licenses, or other rights of third parties arising from the use, by or through information provided by the Client;
 - b. Damage and/or loss – for whatever reason – of raw materials, (semi-)finished products, models, tools and other items made available by the Client.
4. The Client is obliged to indemnify the Company, respectively to indemnify the Company against all third party claims for compensation of damages, for which the liability of the Company in these Terms and Conditions is excluded in the relationship with the Client.

ARTICLE 13

Intellectual property rights

1. The Company reserves all rights, including intellectual property, with respect to information in the context of the development and performance of an Agreement, for example (but not exclusive) in the form of drawings, diagrams, designs, calculations, descriptions, software or related documentation annex technical information made available to the Client.
2. This information should not – without explicit authorised and written permission by the Company – be disclosed to third parties and/or copied and should only be used by the Client within the context of the establishment and implementation of the Agreement. Should no Agreement be reached between the Client and the Company, then – at first request of the Company – the Client is obliged to return immediately all information carriers (such as paper, electronic message/mail or any other means to convey information) and any copies thereof, including the Offer.

ARTICLE 14

Applicable law, disputes

1. Agreements between the Company and the Client are governed and interpreted in accordance with Ethiopian law. The Convention on the International Sale of Goods (Vienna 1980) shall not apply.
2. All disputes between the Client and the Company which may arise from an Agreement shall be resolved by the jurisdiction of the court in Addis Ababa, Ethiopia. The Company shall have, however, the sole right to waive this article and to enforce this Agreement under the local law and/or jurisdiction of the Client.