

ORGANICO

GENERAL TERMS AND CONDITIONS

Part A — Conditions of Purchase | Part B — Conditions of Sale

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PART A — GENERAL CONDITIONS OF PURCHASE

Applicable when Organico purchases goods or services from a Supplier.

Article 1 — Definitions

In these conditions of purchase and any Agreement governed by them, the following terms have the following meanings:

Organico: the company that is party to the relevant Agreement, being either:

(a) **Organico Solutions FZCO**; or

(b) **Organico Travel FZCO**,

each a free zone company licensed in the Jebel Ali Free Zone (JAFZA), United Arab Emirates, together trading as the Organico Group, and including any subsidiary, affiliate or joint venture within that group. References to “Organico” mean whichever of the above entities is named on the relevant quotation, order or invoice.

Agreement: the agreement between Organico and the Supplier.

Supplier: the natural person or legal entity who supplies goods or services to Organico.

Representative: any natural person or legal entity engaged by Organico to perform an Agreement.

Article 2 — Applicability

- 2.1 These conditions are made binding by being referred to in Organico's enquiries, purchase orders, order confirmations and other order documents, and by being made available to the Supplier (including on www.organico.ae). They replace any earlier purchase conditions of Organico.
- 2.2 They apply to and form part of all present and future legal relationships between Organico and the Supplier, including pre-contractual situations such as negotiations and quotations, even where these do not result in an Agreement.
- 2.3 Any deviating terms apply only insofar as expressly accepted in writing by Organico, and only for the Agreement concerned.
- 2.4 Arrangements made with staff or Representatives of Organico are not binding on Organico unless confirmed by Organico in writing.
- 2.5 The applicability of the Supplier's own general terms and conditions is expressly excluded.
- 2.6 Changes and additions to an Agreement are valid only if recorded in writing and signed by both parties.
- 2.7 The Agreement, including all governing conditions, contains the full rights and obligations of the parties and replaces all earlier written and verbal arrangements, statements and comments.
- 2.8 If any provision is or becomes invalid, the remaining provisions remain in force, and the parties will agree a replacement provision that approximates the original as closely as possible.
- 2.9 If these conditions are translated (including into Arabic), the **English** text prevails in the event of any difference of interpretation, save where mandatory UAE law requires otherwise.

Article 3 — Formation and termination

- 3.1 An Agreement is formed only by Organico's written acceptance or confirmation of an offer from the Supplier, or by the Supplier actually starting to supply the goods or services in accordance with Organico's request.
- 3.2 Offers and quotations are free of charge for Organico.
- 3.3 Offers from the Supplier are binding on the Supplier.

- 3.4** Offers must be definite, detailed and complete, and must contain everything required for full supply of the goods or services offered.
- 3.5** The Supplier is responsible for obtaining, in time and at its own cost, all permits, certificates, approvals and licences required to perform the Agreement, including any required under UAE law or free zone regulations.
- 3.6** The Supplier indemnifies Organico against any cost or damage arising from failure to comply with clause 3.5.
- 3.7** Any change to the size or scope of the Agreement proposed by the Supplier must be discussed with Organico in advance and may only be implemented once confirmed by Organico in writing.
- 3.8** Unilateral termination by the Supplier is void unless Organico agrees to it in writing.
- 3.9** Without prejudice to its other rights, Organico may terminate the Agreement or reduce the quantity of goods for any reason and at any time by written notice to the Supplier.
- 3.10** Organico may terminate the Agreement immediately, in whole or in part, by written notice if:
- the Supplier fails to perform, or performs late, improperly or incompletely, or Organico has good grounds to fear that it will;
 - the Supplier becomes bankrupt or insolvent, enters administration, or is placed under any form of legal restraint;
 - there is other evidence of inadequate cash flow on the part of the Supplier;
 - the Supplier resolves to liquidate, cease, or sell its business, or its business activities fundamentally change in Organico's reasonable opinion;
 - an attachment or seizure is levied on a material part of the Supplier's assets and is not lifted within fourteen (14) days.

In each case Organico is released from its unperformed obligations, the Supplier must compensate Organico for any loss, loss of profit and other damage, and Organico keeps its other rights, including the right to suspend its own obligations.

- 3.11** Organico owes no damages to the Supplier on termination under this Article.

Article 4 — Confidentiality and non-disclosure

- 4.1** The Supplier must keep confidential, in the broadest sense, all business information of or about Organico that comes to its knowledge through Organico or in connection with the offer or Agreement.
- 4.2** The Supplier must not give Organico's customers any information about prices or conditions relating to the goods or services under the Agreement, or to goods or services under negotiation.
- 4.3** For one (1) year after the relevant Agreement is fully settled, the Supplier must not contract with or make an offer to a customer of Organico in relation to the goods or services Organico supplied to that customer.
- 4.4** The Supplier must impose the same confidentiality duty on its personnel and Representatives.

Article 5 — Publicity

The Supplier may not use the name “Organico”, the Organico Group brand, or the name of any Organico customer in any advertising, publication or other way without Organico's prior written consent.

Article 6 — Prices and payment

- 6.1** Prices are expressed in US dollars (USD), or in the currency stated on the order, unless clearly stated otherwise on the order.
- 6.2** All quoted prices exclude UAE Value Added Tax (VAT) and any other duties, levies or charges, which (where applicable) are shown separately and charged at the prevailing rate under UAE tax law.

- 6.3 A payment by Organico is applied only to the invoice it refers to, unless agreed otherwise in writing.
- 6.4 Payments fall due on the date(s) stated on the relevant invoice. Late-payment interest may be charged only after Organico has been given written notice of default and a reasonable period to pay.
- 6.5 Any interest is charged at the lower of a commercially reasonable reference rate (for example EIBOR plus a margin) and the maximum rate permitted under UAE law.
- 6.6 If advance payment is agreed, Organico may require adequate security from the Supplier for its performance.
- 6.7 Every invoice must contain all information required by UAE VAT legislation (including a valid TRN where applicable); failing this, Organico may withhold payment until the defect is cured.

Article 7 — Delivery, delivery times and deadlines

- 7.1 Organico determines the delivery term of the goods.
- 7.2 Unless agreed otherwise, goods are delivered on the Incoterms basis (latest edition in force at the time the Agreement is concluded) stated on the relevant order or invoice, at the location specified by Organico. Risk passes in accordance with the applicable Incoterm.
- 7.3 Goods are delivered on the date stated in the Agreement, with all required documents and certificates. If no date is stated, delivery is within fourteen (14) days of the Agreement being concluded.
- 7.4 The Supplier may deliver early only after giving Organico written notice at least forty-eight (48) hours before the expected date and time of delivery.
- 7.5 Agreed deadlines are final dates. The Supplier must notify Organico as soon as a delay to an agreed delivery time is foreseeable.
- 7.6 The Supplier must tell Organico in good time of the exact delivery date.
- 7.7 If a deadline is exceeded, Organico may either require performance by giving notice of default and a reasonable cure period, or treat the Agreement as terminated immediately.
- 7.8 Organico may claim liquidated damages of 1% of the total Agreement price for each week of delay, up to a maximum of 10%, whether or not Organico requires performance or terminates, and without prejudice to claiming any further actual proven loss.
- 7.9 Clause 7.8 does not apply if the Supplier proves that a force majeure event made timely delivery genuinely impossible and the Supplier notified Organico in writing immediately on becoming aware of it.
- 7.10 Organico may postpone a delivery date or deadline without owing any compensation, cost or damages.
- 7.11 The Supplier delivers the goods in one consignment, unless partial delivery is agreed in writing.
- 7.12 Ownership passes to Organico on delivery. Any unilateral retention-of-title clause in the Supplier's documents does not bind Organico unless expressly agreed in writing.

Article 8 — Packaging

- 8.1 Organico may require special packaging.
- 8.2 Unless stated in the Agreement, the Supplier does not charge Organico for packaging.
- 8.3 The Supplier packs the goods properly.
- 8.4 Organico is not obliged to return packaging materials.

Article 9 — Quality and control

- 9.1 The Supplier guarantees that the goods and materials are free of visible and hidden defects, conform to the Agreement and to all applicable laws and regulations, and meet normal requirements of usefulness, reliability and life span. Organico is not obliged to inspect immediately.
- 9.2 The Supplier guarantees that all goods are original and originate from the owner of the intellectual property identified on the goods or their packaging.
- 9.3 The Supplier guarantees that all goods comply with applicable UAE, GCC and other international legal requirements, rules and regulations.
- 9.4 The Supplier guarantees the presence of original batch or code numbers on all goods and packaging, enabling identification.
- 9.5 On request, the Supplier provides Organico (or a third party appointed by Organico) with samples free of charge.

Article 10 — Indemnification and liability

- 10.1 The Supplier is liable for all damage and costs arising from non-performance of the Agreement, including indirect and business damage such as loss of profit.
- 10.2 The Supplier maintains adequate insurance covering its liability. On request, Organico may inspect the policy.
- 10.3 If Organico is held liable by a third party engaged by, or acting for, the Supplier for damage caused on Organico's premises, the Supplier indemnifies Organico and compensates all damage and legal costs.
- 10.4 The Supplier defends, indemnifies and holds Organico harmless from claims for bodily injury or property damage, and related costs, that are based on the negligence, gross negligence or wilful misconduct of the Supplier's personnel, Representatives or subcontractors, or that are caused by defects in the goods.
- 10.5 Organico is not liable for loss of or damage to the Supplier's equipment, items or materials.

Article 11 — Industrial and intellectual property

- 11.1 The Supplier guarantees that the goods (and their use) do not infringe any intellectual property or other rights of third parties.
- 11.2 The Supplier guarantees that Organico may use any trademarks, designs or other protected signs relating to the goods for trading, wholesaling, advertising and marketing them to its customers.
- 11.3 The Supplier guarantees that the goods may be freely and lawfully traded on the market on which Organico intends to sell them.
- 11.4 The Supplier indemnifies Organico against any third-party claim of infringement of patents, trademarks or other intellectual property rights, including any damage arising from established or alleged infringement by the goods.

Article 12 — Non-solicitation of personnel

During the Agreement and for one (1) year after it ends, the Supplier may not employ or engage any staff or third parties working by or for Organico, on pain of a penalty of AED 10,000 per violation for each week the violation continues, without prejudice to Organico's other rights.

Article 13 — Joint and several liability

If the Supplier comprises more than one person or company, they are jointly and severally liable for the obligations under the Agreement.

Article 14 — Publications

Organico may make, process and publish photographs of goods or services delivered to it (for example on its website, brochures and trade literature) without owing the Supplier any compensation.

Article 15 — Governing law and jurisdiction

- 15.1** This Agreement is governed by the laws of the United Arab Emirates as applied in the Emirate of Dubai. The application of the UN Convention on Contracts for the International Sale of Goods (CISG, 1980) is excluded.
- 15.2** All disputes are submitted exclusively to the DIFC Courts (the courts of the Dubai International Financial Centre).
- 15.3** If these conditions are translated, the English text prevails in the event of any difference of interpretation, save where mandatory UAE law requires otherwise.

PART B — GENERAL CONDITIONS OF SALE

Applicable when Organico sells goods or supplies services to a Customer.

Article 1 — Definitions

Organico: the company that is party to the relevant Agreement, being either:

- (a) **Organico Solutions FZCO;** or
- (b) **Organico Travel FZCO,**

each a free zone company licensed in the Jebel Ali Free Zone (JAFZA), United Arab Emirates, together trading as the Organico Group, and including any subsidiary, affiliate or joint venture within that group. References to “Organico” mean whichever of the above entities is named on the relevant quotation, order or invoice.

Agreement: the agreement between Organico and the Customer.

Customer: the natural person or legal entity who instructs Organico to deliver goods or perform a service, or who receives a quotation for it.

Representative: any natural person or legal entity engaged by Organico to perform an Agreement.

Article 2 — Applicability

- 2.1 These conditions are made binding by being referred to in Organico's quotations, sales orders, order confirmations, invoices and website, and replace any earlier sales conditions of Organico.
- 2.2 They apply to all present and future legal relationships and pre-contractual situations between Organico and the Customer, even where these do not result in an Agreement.
- 2.3 Deviating terms apply only insofar as expressly accepted in writing by Organico, and only for the Agreement concerned.
- 2.4 Arrangements with staff or Representatives are not binding on Organico unless confirmed by Organico in writing.
- 2.5 The applicability of the Customer's own general terms and conditions is expressly excluded.
- 2.6 Changes and additions are valid only if recorded in writing and signed by both parties.
- 2.7 The Agreement contains the full rights and obligations of the parties and replaces all earlier written and verbal arrangements.
- 2.8 If any provision is invalid, the remainder stays in force and the parties agree a replacement approximating the original.
- 2.9 If translated, the English text prevails in the event of any difference, save where mandatory UAE law requires otherwise.

Article 3 — Quotations

- 3.1 Organico's quotations are non-binding as to price, content, performance and delivery time. If a non-binding offer is accepted by the Customer, Organico may revoke it within three (3) working days of receiving the acceptance.
- 3.2 Price lists, brochures and other information are stated as accurately as possible; the Customer derives no rights from them, and they bind Organico only if expressly confirmed in writing. Quotations are based partly on information supplied by the Customer.
- 3.3 Quotations are valid for 30 days unless stated otherwise in writing.

Article 4 — Formation and termination

- 4.1 An Agreement is formed only by Organico's acceptance or confirmation of the Customer's order, or by Organico actually starting to perform. Organico may require a copy of its draft sales order or pro-forma invoice signed by the Customer in advance.
- 4.2 For work where, given its nature and scale, no quotation or order confirmation is sent, the invoice also serves as order confirmation.
- 4.3 Every Agreement is concluded on the condition precedent of the Customer's creditworthiness.
- 4.4 Except where an attributable failure by the other party justifies immediate termination, a continuing-performance Agreement may be terminated only by written notice with three (3) months' notice.
- 4.5 Organico may terminate immediately, in whole or in part, by written notice if the Customer fails to perform (or Organico fears it will), becomes insolvent, shows inadequate cash flow, resolves to liquidate, cease or sell its business, suffers an unlifted seizure of assets within fourteen (14) days, or fails to enable or assist Organico's delivery. In each case Organico is released from its unperformed obligations, the Customer compensates Organico's loss, and all amounts owing to Organico become immediately due without further notice of default.
- 4.6 Organico owes no damages to the Customer on termination under this Article.
- 4.7 If the Agreement ends early, the Customer remains bound to pay the agreed price less any savings arising directly to Organico from the termination.
- 4.8 Early termination by the Customer releases Organico from its guarantee obligations where applicable.
- 4.9 Unilateral termination by the Customer is void unless Organico agrees in writing.
- 4.10 Goods may be returned only if agreed in writing and only where they were delivered directly to that Customer by Organico.

Article 5 — Confidentiality

The Customer must keep confidential, in the broadest sense, all business information of or about Organico that comes to its knowledge through Organico or in connection with the offer or Agreement.

Article 6 — Prices

- 6.1 Prices are expressed in US dollars (USD), or in the currency stated on the invoice, unless stated otherwise.
- 6.2 All quoted prices exclude UAE VAT and any other duties, levies or charges payable in connection with performance, unless expressly agreed in writing.
- 6.3 Where goods or services are zero-rated or exempt under UAE VAT law on the basis of information later substantiated by the Customer, Organico will issue a corresponding credit note once eligible proof is received.
- 6.4 If price-determining factors (such as wages, insurance premiums or exchange rates) increase, for whatever reason, Organico may adjust the price accordingly.
- 6.5 Organico may correct errors in quotations, invoices or other documents.

Article 7 — Payment and reservation of title

- 7.1 Invoices are paid in the currency stated, within the stated payment term, without discount, withholding or set-off and net of bank charges. The Customer may never suspend its payment obligations.
- 7.2 The value date in Organico's bank statements is the date of payment.
- 7.3 If the Customer does not pay within the agreed term, it is in default by operation of law without further notice, and owes interest at the maximum rate permitted under UAE law from the due date

until full payment, without prejudice to Organico's right to full damages. All amounts then owing become immediately payable.

- 7.4** Judicial and extra-judicial collection costs are borne by the Customer. Organico may set these at a fixed 15% of the amount due, with a minimum of AED 3,000.
- 7.5** Organico may require adequate security if it reasonably fears non-performance. If security is not provided within fourteen (14) days, the claim becomes immediately payable.
- 7.6** Payments are applied first to costs, then interest, then the oldest unpaid invoice, even if the Customer states otherwise.
- 7.7** Invoices are deemed accepted unless Organico receives a written objection within seven (7) days of the invoice date.
- 7.8** Organico remains owner of what it has delivered until the Customer has paid in full. If a new item is created from goods delivered by Organico while the Customer is in default, that item is deemed formed by Organico for itself and held by the Customer as depositary on Organico's behalf until payment.
- 7.9** On late payment, Organico may recall delivered goods that remain its property and access the places where they are located, and may inform third parties of its reservation of title to preserve its rights.

Article 8 — Delivery, delivery times, deadlines and control

- 8.1** Organico determines the shipment method.
- 8.2** Unless agreed otherwise, goods are delivered on the Incoterms basis (latest edition in force when the Agreement is concluded) stated on the relevant invoice. Where no basis is stated, delivery is Ex Works (EXW) at Organico's warehouse or facility.
- 8.3** Delivery deadlines begin the first working day after the Agreement is concluded, once all documents needed for performance are received and any agreed advance payment or security has been provided.
- 8.4** Stated deadlines are based on the circumstances at conclusion; Organico uses its best efforts to meet them.
- 8.5** Stated or agreed deadlines are not final dates. On late performance the Customer must give written notice of default allowing a reasonable further period. Exceeding a deadline does not oblige Organico to pay any damages.
- 8.6** Deadlines are postponed while the Customer has unpaid obligations or has not adequately provided information or materials needed for delivery.
- 8.7** The Customer is liable to Organico for any failure to take delivery.
- 8.8** If the Customer does not enable delivery, Organico may store the goods at the Customer's risk and expense.
- 8.9** Organico may stop delivering new goods while the Customer has unpaid obligations.
- 8.10** Organico may make partial deliveries.
- 8.11** If performance is delayed during execution, Organico may extend the deadline by the number of days of delay, including where the delay is caused by its suppliers, staff or Representatives.
- 8.12** The Customer ensures prompt and proper receipt of the goods and, where Organico transports them, good accessibility of the delivery place.
- 8.13** On receipt the Customer must immediately check for patent defects. Deviations and defects must be recorded on the bill of lading or delivery note on receipt, failing which the goods are deemed delivered in conformity. A copy must be sent to Organico immediately.

Article 9 — Packaging

- 9.1** Organico may charge for packaging used.

9.2 If special packaging is required or demanded by the Customer, Organico may charge the cost to the Customer.

9.3 Organico is not responsible or liable for any damage or default due to such special packaging.

9.4 Organico is not obliged to take back single-use packaging.

Article 10 — Transport of goods

10.1 On request, the Customer provides all information needed for the documents to transport and unload the goods.

10.2 On request, the Customer provides a complete written list of documents and formalities required for delivery at the Customer's location.

10.3 Organico accepts no responsibility for transport or delivery documents based on information provided (or not provided) by the Customer.

Article 11 — Intellectual property

11.1 The Customer holds Organico harmless against any claim arising from the Customer's actual infringement of third-party intellectual or industrial property rights, must notify Organico immediately of any demand, claim or litigation, and must reasonably support Organico. Only Organico controls any negotiation, litigation or settlement.

11.2 The Customer may not use Organico's (or its licensors') corporate names, trade names, domain names, trademarks or logos without Organico's express prior written authorisation, and must apply delivered goods, services, designs and documentation for its own use only. Respect for these rights is of the essence; any failure is a material breach.

11.3 The Customer must not do anything likely to harm the reputation of Organico, its affiliates, licensors or products.

11.4 The Customer must not do anything likely to harm the reputation of Organico's (or its affiliates' or licensors') corporate names, trade names, domain names, trademarks or logos.

Article 12 — Liability

12.1 Organico is liable only for damage directly and exclusively caused by an attributable failure on its part, and (subject to Article 14) only for damage against which Organico is insured.

12.2 Organico is not liable for consequential damage of any kind (including business interruption, loss of profit or loss of reputation). The Customer should insure against such damage.

12.3 Organico is not liable for damage caused by Representatives, even in the case of their wilful intent or deliberate recklessness.

12.4 Organico is not liable for any damage or cost arising from services, work or deliveries performed free of charge.

12.5 Organico is not liable for damage arising from the presence of the Customer or its engaged third parties on Organico's premises.

12.6 Organico is not liable for damage caused by the application, use or processing of the goods or services, or by acting on information or advice given in relation to them.

12.7 Where Organico is liable, its liability is limited to the amount its insurer covers per event, a series of connected events counting as one event.

12.8 These limitations do not apply in the case of wilful intent or deliberate recklessness by Organico itself or its management.

Article 13 — Indemnification and liability of the Customer

- 13.1** If the Customer is liable under applicable law, these conditions or any Agreement, and Organico is held liable by a third party within that scope, the Customer indemnifies Organico fully and compensates Organico's damage.
- 13.2** If Organico is held liable by a third party engaged by, or acting for, the Customer for damage caused on Organico's premises, the Customer indemnifies Organico and compensates all damage and legal costs.

Article 14 — Warranty and complaints

- 14.1** Any warranty does not apply if work has been done on the goods or services by anyone other than Organico or its Representatives.
- 14.2** Any warranty does not apply where defects or damage are caused by improper maintenance, improper use, wilful negligence, external causes (fire, lightning, flooding, natural disasters, explosions, third-party damage, vandalism), abnormal environmental pollution, or excessive temperatures.
- 14.3** The Customer must check the goods immediately on delivery.
- 14.4** Complaints must be made to Organico in writing within 24 hours of delivery, clearly describing the alleged defect or error.
- 14.5** On a complaint, Organico must immediately be given the chance to inspect the deviation or defect (or have it inspected).
- 14.6** The Customer may request a sample before delivery; if it does not, it is deemed to agree to the quality and condition of the goods beforehand.
- 14.7** If goods or services do not conform, the Customer must immediately allow Organico to supply what is missing, repair the defect or replace, at Organico's discretion. Organico may instead credit part of the price.
- 14.8** Non-conformity does not include minor deviations of colour, dimensions, weight, quantity or similar data, judged by commercial usage.
- 14.9** Any complaint is rejected if the goods have been processed or are no longer identifiable as originating from Organico.
- 14.10** Any claim against Organico for non-conformity or damages becomes time-barred one (1) year after delivery.
- 14.11** If Organico doubts whether a recall or replacement request was justified, it may have the goods tested by an independent expert in the Customer's presence; if the goods meet the standard, the Customer bears the cost.
- 14.12** Making a complaint does not release the Customer from its payment obligations.

Article 15 — Force majeure

- 15.1** If force majeure of a permanent nature, or lasting more than thirty (30) days, prevents Organico from performing, Organico may dissolve the Agreement in whole or in part by notice without court intervention and without owing damages, retaining the right to payment for performances already carried out, or may suspend performance. After thirty (30) days' suspension Organico may still dissolve. Organico notifies the Customer of force majeure as soon as possible.
- 15.2** Force majeure includes (without limitation) fire, extreme weather, strikes or lock-outs, civil unrest, war, governmental measures such as import or export restrictions, supplier default, transport problems, operational disruptions at Organico or its suppliers, power outages, theft or embezzlement from Organico's premises, and any other circumstance in which Organico cannot reasonably be expected to perform. Force majeure of Organico's suppliers also counts as force majeure of Organico.

Article 16 — Performance

16.1 Organico may engage Representatives or auxiliary parties to perform the Agreement.

16.2 During the Agreement and for one (1) year after it ends, the Customer may not employ or engage staff or third parties working by or for Organico, on pain of a penalty of AED 35,000 per violation for each week it continues, without reduction and without prejudice to Organico's other rights.

Article 17 — Joint and several liability

If the Customer comprises more than one person or company, they are jointly and severally liable for the obligations under the Agreement.

Article 18 — Publications

Organico may make, process and publish photographs of goods or services it delivers (for example on its website, brochures and trade literature) without owing the Customer any compensation.

Article 19 — Governing law and jurisdiction

19.1 This Agreement is governed by the laws of the United Arab Emirates as applied in the Emirate of Dubai. The application of the UN Convention on Contracts for the International Sale of Goods (CISG, 1980) is excluded.

19.2 All disputes are submitted exclusively to the DIFC Courts (the courts of the Dubai International Financial Centre).

19.3 If translated, the English text prevails in the event of any difference of interpretation, save where mandatory UAE law requires otherwise.

Article 20 — Changes

20.1 Organico may amend these conditions.

20.2 The Customer is deemed to accept a change unless Organico receives a written objection within 14 days of Organico's written notice that the change takes effect.

End of document.