



GENERAL TERMS & CONDITIONS SALES &
SERVICES

AL GHWASA TERMS & CONDITIONS



Table of Contents

1. General Provisions	2
2. Application of Terms and Conditions	2
3. Prices and Charges	2
4. Technical Advice	2
5. Design Modifications	2
6. Export Controls	2
7. Service Engagement	2
8. Service Terms	2
9. Payment Terms	3
10. Delivery	3
11. Order Cancellation	3
12. Variations	3
13. Delays	3
14. Title and Risk	3
15. Testing, Installation, and Inspection	3
16. Warranty.....	3
17. Returns	4
18. Limitation of Liability.....	4
19. Indemnity	4
20. After-Sales Service	4
21. Termination	4
22. Force Majeure	4
23. Confidentiality	4
24. Intellectual Property	5
25. Product Life Cycle & Environmental Responsibility.....	5
26. Entire Agreement	5
27. Governing Law & Jurisdiction	5
28. Taxes	5

GENERAL TERMS & CONDITIONS – SALES & SERVICES

(For [Al Ghwasa Technical Equipment Trading LLC], Dubai)

****Effective Date:**** 1 January 2025

1. General Provisions

These Terms & Conditions of Sale (“Terms”) govern all sales of products and services (“Goods”) by Al Ghwasa Technical Equipment Trading LLC, Dubai, U.A.E. (“Seller”) to any customer (“Buyer”).

By placing an order, issuing a purchase order, or otherwise confirming acceptance of a quotation, the Buyer acknowledges, confirms, and agrees that it has read, understood, and accepted these Terms in full, without modification.

Any additional or conflicting terms proposed by the Buyer shall be void unless expressly agreed to in writing and signed by an authorized representative of the Seller.

2. Application of Terms and Conditions

Unless otherwise agreed in writing, these Terms and Conditions govern all sales and service transactions between the Seller and Buyer. Acceptance of a Purchase Order or any communication confirming supply of Goods or Services constitutes full acceptance of these Terms, to the exclusion of all prior, contrary terms. All modifications must be in writing and signed by authorized representatives.

3. Prices and Charges

- ****Sales:**** Charges are as per the contract or, if unspecified, Seller’s prevailing rates at the time of shipment. Pricing follows the latest INCOTERMS2020, defaulting to EXW (ex-works) if not otherwise agreed. Quoted prices are only valid for the validity mentioned in Sellers documents. If the validity expires, the quotation is considered invalid and the buyer is required to request for a new quotation.

- ****Additional Costs:**** Buyer is responsible for all packing, freight, insurance, taxes, duties, and bank charges unless otherwise specified.

- ****Services:**** Service work and materials will be charged as per the agreed contract, or current Seller rates if not stipulated. Buyer will also bear costs arising from incomplete or inaccurate information supplied or for additional items requested during execution. Quoted prices are only valid for the validity mentioned in Sellers documents. If the validity expires, the quotation is considered invalid, and the buyer is required to request for a new quotation.

4. Technical Advice

Technical advice is based on Seller’s and/or manufacturer’s experience. Buyer must independently verify its appropriateness for their application. Seller bears no liability for resulting damages except in cases of proven intentional breach.

5. Design Modifications

Seller reserves the right to change designs or substitute equipment, provided this does not materially impair performance. Buyer-requested changes require written consent and may result in equitable price and schedule adjustments.

6. Export Controls

Goods and services are subject to all applicable export control laws (UN, US, EU, UAE, and country of manufacture). Buyer and Seller agree to comply with all such regulations relevant to the transaction.

7. Service Engagement

Services shall only be performed following a written Service Order from Buyer and acceptance by Seller. Order confirmation constitutes a binding contract.

8. Service Terms

- Service attendance is subject to engineer availability.
- Time-based charges are calculated from Seller's base to the worksite and back.
- Buyer is responsible for all site access arrangements and associated costs.
- Uncompleted services due to Buyer or external causes remain chargeable.

- Delays caused by Buyer entitle Seller to time and cost adjustments.
- Seller determines necessary manpower at its discretion.
- E-waste and related disposal must comply with local regulations.

9. Payment Terms

- **Sales:** Unless agreed, 100% advance payment is required. Special terms are valid only if agreed in writing. Late payments incur 2% interest per month; all collection costs are chargeable to Buyer. Seller may request security or prepayment if solvency is in doubt.
- **Services:** Unless otherwise specified, payment is due in advance or per staged milestone, as agreed. Payment is due within seven (7) days of service or delivery. Late payments are subject to 2% interest per month and collection costs.
- Bank charges both local and international to be completely borne by the buyer and in case of deductions, the seller reserves the right to hold the sale or service until complete amount has been received.

10. Delivery

Delivery timelines are estimated and may change due to events outside Seller's control. Seller is not liable for penalties unless previously agreed in writing. Force majeure events extend delivery timelines or release Seller from contractual obligations accordingly.

Proposed delivery is as per commitment given by the Manufacturer & Seller shall not be held liable when there is delay in delivery by the manufacturer, or for other reasons which are not under the control of the Seller

11. Order Cancellation

Orders (excluding custom or private-labelled goods) may be cancelled by Buyer within two (2) business days of order placement, provided no shipment has occurred.

12. Variations

Changes in quantity or specification depend on availability; Seller reserves the right to recoup margin or costs lost due to such variations.

13. Delays

Delays outside Seller's control do not entitle Buyer to cancel nor to compensation. In cases of Buyer-attributable delay, Seller retains right to full payment, storage charges, and relief from any penalty clauses.

14. Title and Risk

Title transfers only upon receipt of full payment. Risk passes to Buyer at delivery and acceptance. Seller is not liable for loss or damage post-delivery.

15. Testing, Installation, and Inspection

Testing and inspection shall follow contract or Seller procedures. Defects must be reported promptly; otherwise, goods are deemed compliant. Installation/supervision is chargeable at standard rates.

16. Warranty

- **Sales:**

- Unless stated otherwise, standard one-year warranty manufacturer's warranty from delivery date for manufacturing defects excludes transit damage, misuse, improper handling, normal wear, or unauthorized repair or modifications.
- For warranty claim, all shipment and clearance charges, including transportation costs to and from the seller's facility or the manufacturer's factory for warranty evaluation or repair, shall be borne by the Buyer.
- Warranty claim should be supported with proof of purchase and returned goods for inspection.

- **Services:**

- Three-month warranty applies to labor and parts supplied for services by Seller. Warranty does not cover issues resultant from Buyer/third-party interventions or misuse.

- The warranty starts from the date of the attending engineer's Service Report. Warranty covers repairs to or replacement / supply of parts- at the exclusive judgement of Seller – that showed faults in workmanship/ material and shall be limited to service delivery by Seller personnel.
- the term "labor" as applied to warranty is limited to the time spent in repairing the equipment / part under warranty. All other charges including waiting time, transportation time and other expenses shall be payable by the Buyer.
- Seller is released from any obligation under warranty if and when the Buyer or third party makes alterations or carries out repairs to the equipment/ part or if the equipment is subjected to incorrect operation/ handling.
- The Buyer may either return the faulty equipment / parts to Seller / Manufacturer, carriage paid by the Buyer, within the warranty period. Seller / Manufacturer undertakes to repair or replace these parts in proper time and return them to the Buyer, carriage paid by Buyer. Or if assistance of Seller is requested with regard to on-site repairs, Seller / Principal shall undertake the repair and /or replacement of said equipment on site.

-Warranty Void

- If upon inspection if warranty is void due to alterations/ repair / damage caused due to mishandling of the equipment or performing equipment in non-accordance of factory recommendations mentioned in the manual, inspection, repair, freight clearance charges to be borne by Buyer.

17. Returns

The request to return material must include the description of material, reason for return, Buyer order number, Seller invoice number to enable the request to be processed. No materials may be returned without this information. If and when the request is approved, a Return Authorization process will be initiated with reference number and will advise where the material should be returned. Return shipment must accompany with Packing List. No credit will be issued for returned materials without an approved Return Authorization. Materials being returned due to order entry and/or shipping errors on the part of Seller will be credited at full value providing the materials are returned within seven (07) days from the date of the original shipment. Credit of the actual price paid will be issued for defective materials only after the material has been inspected and verified by Seller to contain a defect. Returned freight will be at the Buyer's expense. Special material orders and made-to-order Products are non-returnable. Credit will not be issued for discontinued items. Items no longer manufactured or items superseded by another model are defined as discontinued. In order to receive consideration for credit, material must be returned less than seven (07) days from date of original invoice and of reasonable quantities & material must be in resalable condition. Material that has been approved for return must be packaged in such a way as to prevent damage during shipment. The use of original packaging is preferred. Credit cannot be issued for materials damaged in transit due to improper packaging.

18. Limitation of Liability

Seller's total liability shall not exceed the value of repair or replacement of non-conforming goods or services. No liability for indirect, consequential or special damages.

19. Indemnity

Buyer indemnifies Seller against any claims or damages arising from Buyer's or its agents' actions.

20. After-Sales Service

Seller is not responsible for equipment performance, warranties, or services rendered by any other party post-sale.

21. Termination

Failure by Buyer to meet its obligations entitles Seller to suspend or terminate contract, demand immediate payment, and recover costs (incl. administration and legal fees).

22. Force Majeure

Neither party is liable for failure nor delay due to events beyond their control (e.g., acts of God, war, labor disputes, government restrictions, etc.). Payment obligations shall not be delayed due to force majeure affecting the payer.

23. Confidentiality

All proprietary or technical documentation remains the Seller's property. Buyer shall not disclose or otherwise use such information except for the agreed purpose, nor allow third-party access without Seller's explicit written consent.

24. Intellectual Property

All Seller intellectual property remains vested in Seller and its affiliates. No license is granted to Buyer beyond product use or as expressly agreed in writing.

25. Product Life Cycle & Environmental Responsibility

Parties are expected to comply with end-of-life, safety, and environmental regulations as per manufacturer guidelines and applicable local (UAE) law.

26. Entire Agreement

These General Terms, together with the specific techno-commercial proposal or quotation, form the entire agreement. Amendments require written approval from Seller.

27. Governing Law & Jurisdiction

All disputes are governed by United Arab Emirates law. Jurisdiction is conferred upon the Courts of Dubai International Financial Centre (DIFC) or United Arab Emirates Courts. English is the official contract language.

28. Taxes

All amounts exclude VAT or other applicable taxes, which shall be borne by Buyer. Seller's invoices shall comply with UAE tax law. Buyer indemnifies Seller for any penalties arising due to Buyer's tax non-compliance.

Zero (0) rated VAT is only applicable if Exit certificate is produced from UAE Customs under name of the Seller else 5% VAT shall be applied, and buyer must pay the same.

By confirming an order, issuing a purchase order, or accepting delivery of Goods, the Buyer expressly acknowledges and agrees to be bound by these Terms & Conditions of Sale in full.

For Al Ghwasa Technical Equipment Trading LLC