

STANDARD TERMS AND CONDITIONS

1. PAYMENT TERMS

- 1.1 All payments shall be made in advance, unless otherwise expressly agreed in writing by ARKA Distribution L.L.C-FZ ("ARKA").
- 1.2 Orders shall be processed only upon receipt of cleared funds into ARKA's designated bank account. No material shall be released, dispatched, or manufactured without payment confirmation.

2. QUOTATION AND PRICE VALIDITY

- 2.1 All quotations are valid for thirty (30) calendar days from the date of issue, unless otherwise stated in writing.
- 2.2 Prices are based on raw material, mill, and market conditions prevailing at the time of quotation and are subject to revision thereafter.
 - Technology & Equipment: based on OEM/vendor pricing, exchange rates, and market conditions at the time of quotation.
 - Steel & Industrial Materials: based on raw material, mill, and market conditions prevailing at the time of quotation, and subject to revision thereafter.
- 2.3 Quoted prices are exclusive of VAT, customs duties, port charges, inspection fees, or any other statutory taxes, which shall be charged at the prevailing applicable rates unless expressly stated otherwise.
- 2.4 OEM-driven price changes, discontinuations, or lead time revisions, and mill/raw-material driven price revisions, remain outside ARKA's control.

3. DELIVERY, LEAD TIME, WEIGHT TOLERANCE AND PERFORMANCE

- 3.1 Delivery shall be made strictly to the address specified in the Buyer's Purchase Order.
- 3.2 Delivery timelines are best-estimate only and subject to OEM availability, mill schedules, logistics, port operations, and customs clearance. ARKA shall not be liable for delays caused by OEMs, distributors, mills, or external logistics constraints, and delay penalties or liquidated damages shall not apply unless expressly agreed in writing.
- 3.3 Steel products are supplied on theoretical or mill weight basis. A tolerance of $\pm 5\%$ (unless otherwise specified by applicable standard) shall be deemed acceptable and shall not constitute a shortage or excess claim.
- 3.4 Partial deliveries may be executed unless otherwise agreed.
- 3.5 ARKA's total liability, under any circumstances, shall be strictly limited to the invoiced value of the supplied goods.

4. PRODUCTS, LICENSING, STANDARDS & SERVICES

(a) Technology & Equipment

- 4.1 All hardware, software, and licenses are supplied as per OEM specifications and standards.
- 4.2 Software licenses are governed by OEM End User License Agreements (EULAs).
- 4.3 ARKA acts as a reseller/integrator and does not own or modify OEM intellectual property.
- 4.4 Any configuration, installation, or integration services are limited to agreed scope only.

(b) Steel & Industrial Materials

- 4.5 All materials are supplied in accordance with the standards specified in the quotation or purchase order (ASTM / BS / EN / DIN/ ISO or equivalent).
- 4.6 Where not specified, materials shall be supplied as per commercially acceptable industry standards.
- 4.7 Mill Test Certificates (MTCs) shall be provided where agreed.
- 4.8 Surface finishes such as Black, Galvanized, HDG, Zinc Plated, PTFE, or Painted are supplied as per quoted specification and may exhibit normal visual variations inherent to steel products.

5. FASTENERS & ANCHOR BOLTS (SPECIFIC)

- 5.1 Anchor bolts, bolts, nuts, and washers are supplied as per specified grade, size, and standard.
- 5.2 Minor dimensional variations within standard tolerances shall not be considered defects.
- 5.3 Galvanized and HDG fasteners may show uneven coating thickness, zinc runs, or surface marks, which are acceptable as per applicable standards.

6. WARRANTY & SUPPORT

- 6.1 Warranty is provided strictly by the OEM/manufacture unless otherwise stated.
- 6.2 ARKA facilitates warranty claims but is not responsible for OEM response timelines.
- 6.3 Support services, if included, are governed by separate SLA or support agreement.

7. INSPECTION & ACCEPTANCE

- 7.1 Buyer inspection, if required, must be clearly stated in the Purchase Order.
- 7.2 Third-party inspection costs, if applicable, shall be borne by the Buyer unless otherwise agreed.
- 7.3 Goods shall be deemed accepted upon delivery unless a written claim is raised in accordance with Clause 7.

8. CLAIMS, SHORTAGES & DAMAGES

- 8.1 Any claims for shortages, damages, or non-conformity must be reported within forty-eight (48) hours of delivery.
- 8.2 Claims must be supported by clear photographs, delivery notes, and packaging evidence.
- 8.3 No claims shall be entertained for:
 - OEM specification-compliant variations
 - Software incompatibility not declared in advance
 - Improper installation by third parties
 - Environmental or infrastructure-related failures
 - Weight tolerances within standard limits
 - Surface rust, minor scratches, or handling marks typical of steel products
 - Improper storage or handling after delivery

9. TITLE, RISK & STORAGE

- 9.1 Title to the goods shall pass to the Buyer only upon full payment.
- 9.2 Risk of loss or damage shall transfer to the Buyer upon delivery.
- 9.3 The Buyer is responsible for data backup, system compatibility, and network readiness in respect of technology and equipment supplies.
- 9.4 The Buyer is responsible for proper storage of steel materials to prevent corrosion or damage.

10. FORCE MAJEURE

ARKA shall not be liable for any delay or non-performance caused by events beyond its reasonable control, including but not limited to mill shutdowns, raw material shortages, port congestion, transportation delays, acts of government, natural disasters, or supplier disruptions.



11. RETURNS AND REPLACEMENTS

- 11.1 Returns or replacements shall be accepted only for proven manufacturing defects or DOA (Dead on Arrival) items, subject to manufacturer or mill acceptance.
- 11.2 Software licenses are non-refundable once issued.
- 11.3 Custom-cut, fabricated, galvanized, or specially manufactured steel items are non-returnable and non-refundable.

12. CANCELLATIONS

- 12.1 All orders are non-cancellable.
- 12.2 ARKA reserves the right to cancel or reject any order prior to delivery if:
 - a) The Buyer fails to make timely payment, or
 - b) Force majeure or supplier restrictions prevent fulfillment.

13. COMMUNICATIONS

All communications related to quotations, purchase orders, technical clarifications, and deliveries must be addressed to: sales@arkadistribution.com

14. GOVERNING LAW AND JURISDICTION

These Terms & Conditions shall be governed by and construed in accordance with the laws of the United Arab Emirates. Any disputes shall be subject to the exclusive jurisdiction of the Courts of Dubai, UAE.