



SABEQ BUILDING & CONSTRUCTION MATERIALS TRADING CO LLC

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سابق لتجارة مواد البناء شركة الش ذ.م.م
ص.ب 341538
دبي، الإمارات العربية المتحدة

General Sales Terms & Conditions

1. Definitions

- 1.1 "Company" here after refers to SABEQ BUILDING & CONSTRUCTION MATERIALS TRADING CO. L.L.C.
1.2 "Customer" refers to the purchaser of goods and/or services from the Company.
1.3 "Goods" refers to the products, materials, and/or services supplied by the Company.
1.4 "Order" refers to the Customer's purchase request for Goods accepted by the Company.
1.5 "INCOTERMS 2010" here after refers to the official rules of the interpretation of commercial terms of the Chamber of International Commerce, published in 2010.

2. Acceptance of Orders

- 2.1 All Orders are subject to acceptance by the Company.
2.2 An Order is considered accepted when the Company issues a written confirmation or begins processing the Order.
2.3 Verbal agreements or modifications must be confirmed in writing to be binding.
2.4 All orders placed with the Company are governed by this General Sales Terms & Conditions, which shall automatically apply and be deemed accepted by the customer unless the customer raises an objection in writing before order processing.

3. Prices

- 3.1 Prices are quoted in the applicable currency and are exclusive of taxes, duties, and other charges unless otherwise specified.
3.2 The Company reserves the right to adjust prices to reflect changes in costs, including but not limited to changes in raw material costs, labor, and logistics.

4. Payment Terms

- 4.1 Payment is due within the time frame specified on the invoice issued by the Company.
4.2 Late payments may incur interest charges at the rate of 5% per month, whichever is lower. Late payments are applied from the date after 30 days from due date.
4.3 The Company reserves the right to withhold or delay delivery of Goods if payment terms are not met.

5. Delivery

- 5.1 Delivery dates are estimates only and are not guaranteed.
5.2 The Company shall not be liable for delays in delivery due to unforeseen circumstances, force majeure events, or delays caused by third-party logistics providers.
5.3 Risk of loss or damage to the Goods passes to the Customer upon delivery.

6. Inspection and Acceptance

- 6.1 The Customer shall inspect the Goods upon delivery and notify the Company of any visible defects, shortages, or damages within 7 calendar days.
6.2 Failure to provide timely notice constitutes acceptance of the Goods.

7. Returns and Refunds

- 7.1 Returns are accepted only with prior written authorization from the Company.
7.2 Returned Goods must be in their original packaging and condition.
7.3 Refunds or replacements will be processed at the Company's discretion.

8. Warranty

- 8.1 The Company warrants manufacturer's warranty that the Goods will conform to the agreed specifications for a minimum period of 12 months from delivery date. Company does not warrant that the products are appropriate for the use and scopes specified in any way.
8.2 The Company's warranty does not cover damage caused by improper handling, storage, installation, or use by the Customer.
8.3 The Company's liability under this warranty is limited to repair, replacement, or refund of the defective Goods at the Company's discretion.

9. Limitation of Liability

- 9.1 The Company shall not be liable for indirect, incidental, or consequential damages, including loss of profit, business, or revenue.
9.2 The Company's total liability shall not exceed the value of the "material value" in dispute.

10. Cancellation Clause

- 10.1 Customer is liable to pay Company "%value" of affected item or quantity as follows, in case of cancellation of item or quantity or order as a whole, at the sole discretion of the company.

- Before Order Acknowledgement: 0%
- Within 03 days after order acknowledgement: 20%
- After order processed but before readiness: 80%
- After material readiness: 100%

11. Force Majeure

- 11.1 The Company shall not be liable for failure to perform its obligations due to events beyond its reasonable control, including but not limited to natural disasters, acts of government, labor disputes, and supply chain disruptions.

12. Confidentiality

- 12.1 Both parties agree to keep confidential any proprietary or sensitive information exchanged during the course of their business relationship.

13. Compliance with Laws

- 13.1 The Customer shall comply with all applicable laws, regulations, and export restrictions related to the purchase and use of the Goods.

14. Governing Law and Jurisdiction

- 14.1 These terms and conditions shall be governed by and interpreted in accordance with the laws of United Arab Emirates.
14.2 Any disputes arising out of these terms shall be resolved in the courts of United Arab Emirates.

15. Miscellaneous

- 15.1 Any amendments to these terms will be made time to time, and shall be applied to both parties without conditions.
15.2 If any provision of these terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
15.3 The Company's failure to enforce any provision of these terms shall not constitute a waiver of its rights.

16. **Contact Information** For any inquiries or issues regarding these terms and conditions, please contact us.

The Management
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