



SABEQ BUILDING & CONSTRUCTION MATERIALS TRADING CO LLC

License No: 1219263
Dubai, United Arab Emirates
Email: info@sabeq.ae
Website: www.sabeq.ae
VAT TRN No: 104140369000003

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" means SABEQ BUILDING & CONSTRUCTION MATERIALS TRADING L.L.C.
- 1.2 "Customer" means the purchaser of Goods and/or Services.
- 1.3 "Goods" means all materials, equipment, fabricated products, piping materials, valves, fittings, flanges, structural steel, building materials, spare parts and related products supplied by the Company.
- 1.4 "Services" means procurement, sourcing, coordination, logistics, inspection arrangements and any ancillary services provided by the Company.
- 1.5 "Manufacturer" means the original manufacturer, approved manufacturer or OEM of the Goods.
- 1.6 INCOTERMS® shall refer to the latest published edition by the International Chamber of Commerce (ICC), unless otherwise agreed.

2. Orders & Acceptance

- 2.1 All quotations are subject to written acceptance by the Company.
- 2.2 Orders become binding only upon written Order Confirmation.
- 2.3 Customer Purchase Orders constitute acceptance of these Terms unless otherwise agreed.
- 2.4 Any amendment requested after order confirmation may result in revised pricing and delivery.
- 2.5 Verbal commitments shall not be binding unless confirmed in writing.
- 2.6 The Company reserves the right to reject any order without assigning reasons.

3. Quotations

- 3.1 Quotations remain valid only for the validity period stated.
- 3.2 Prices are based on manufacturer quotations, exchange rates and raw material costs prevailing on the quotation date.
- 3.3 Any increase in manufacturer pricing before order confirmation may result in revised pricing.
- 3.4 Typographical or clerical errors may be corrected without liability.
- 3.5 Quotations exclude any items not specifically mentioned.

4. Prices & Taxes

- 4.1 Prices exclude UAE VAT unless otherwise stated.
- 4.2 Any applicable customs duties, import taxes, inspection fees, storage charges or government levies shall be borne by the Customer unless agreed otherwise.
- 4.3 Bank charges outside UAE shall be borne by the Customer.

5. Payment Terms

- 5.1 Payment terms shall be as stated in the quotation.
- 5.2 Credit facilities are subject to Company approval.
- 5.3 Late payments may incur finance charges.
- 5.4 The Company reserves the right to suspend deliveries for overdue accounts.
- 5.5 Ownership of Goods remains with the Company until payment is received in full.

6. Delivery

- 6.1 Delivery dates are estimates only.
- 6.2 Delivery schedules depend upon:
- Manufacturer production
 - Material availability
 - Shipping schedules
 - Customs clearance
 - Government approvals
 - Force Majeure events
- 6.3 Partial deliveries are permitted unless otherwise agreed.
- 6.4 Delays shall not entitle Customer to cancel orders or claim damages.

7. Inspection & Acceptance

- 7.1 Customer shall inspect Goods immediately upon receipt.
- 7.2 Visible shortages or transit damage must be reported within **3 calendar days**.
- 7.3 Failure to notify within this period constitutes acceptance.
- 7.4 Hidden defects shall be reported immediately upon discovery.

8. Product Quality & Manufacturer Warranty

- 8.1 Products are supplied as manufactured by the approved manufacturer.
- 8.2 Product quality, conformity to specifications, manufacturing defects, and product performance remain the responsibility of the manufacturer.
- 8.3 Manufacturer warranties shall apply in accordance with the manufacturer's published warranty terms.
- 8.4 The Company will reasonably assist in processing warranty claims where applicable.
- 8.5 Third-party inspection, testing or certification requirements must be specified at the enquiry stage.
- 8.6 Unless expressly agreed, inspection costs shall be borne by the Customer.

9. Risk & Ownership

- 9.1 Risk transfers in accordance with the applicable Incoterms®.
- 9.2 Ownership remains with the Company until full payment is received.



SABEQ BUILDING & CONSTRUCTION MATERIALS TRADING CO LLC

License No: 1219263
Dubai, United Arab Emirates
Email: info@sabeq.ae
Website: www.sabeq.ae
VAT TRN No: 104140369000003

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

10. Returns & Cancellation

- 10.1 Returns require prior written approval.
- 10.2 Goods must be unused and in original condition.
- 10.3 Custom-manufactured, fabricated, machined, coated, cut-to-size or special-order items cannot be returned except where agreed.
- 10.4 Cancellation after manufacturer confirmation may attract cancellation charges.

11. Limitation of Liability

- 11.1 Company's maximum liability shall not exceed the invoice value of the affected Goods.
- 11.2 Company shall not be liable for:
 - Indirect damages
 - Consequential damages
 - Loss of profit
 - Loss of production
 - Loss of business
 - Project delays
 - Liquidated damages
 - Penalties imposed by third parties
- 11.3 Nothing in these Terms excludes liability that cannot legally be excluded.

12. Force Majeure

- Neither party shall be liable for delays caused by events beyond reasonable control including:
- Natural disasters
 - Fire
 - Flood
 - Pandemic
 - War
 - Terrorism
 - Government restrictions
 - Sanctions
 - Labour disputes
 - Utility failures
 - Transportation disruptions
 - Port congestion
 - Manufacturer shutdowns

Delivery schedules shall be extended accordingly.

13. Intellectual Property

All drawings, specifications, catalogues, technical documents and calculations remain the property of the Company or respective manufacturer.

14. Confidentiality

Commercial information, pricing and technical documents shall remain confidential.

15. Compliance

- Customer shall comply with all applicable:
- UAE Laws

- Export Controls
- Sanctions Regulations
- Anti-Bribery Laws
- Anti-Corruption Laws

16. Warranty Disclaimer

Except for the applicable manufacturer's warranty, no other express or implied warranty is provided by the Company.

17. Indemnity

Customer shall indemnify the Company against losses arising from misuse, improper installation, modification or operation of supplied Goods.

18. Governing Law

These Terms shall be governed by the laws of the United Arab Emirates.

19. Dispute Resolution

The Courts of Dubai shall have exclusive jurisdiction unless otherwise agreed.

20. Severability

If any provision is declared invalid, the remaining provisions shall remain enforceable.

21. Amendments

The Company reserves the right to amend these Terms without prior notice. The version published on the Company's website shall apply unless otherwise agreed in writing.

22. Contact Information SABEQ BUILDING & CONSTRUCTION MATERIALS TRADING L.L.C.

Website: www.sabeq.ae
Email: info@sabeq.ae
Dubai | Abu Dhabi
United Arab Emirates