

## **Kirtanlal International – Terms of Sales**

### **1. Definitions**

- (a) The ‘Supplier’ means Kirtanlal International / Pipe Line Solutions Steel Trading
- (b) The ‘Purchaser’ means the individual, individuals, firm, or company purchasing Goods from or otherwise dealing with the Supplier.
- (c) The ‘Goods’ means any /all items supplied by the Supplier to the Purchaser at a price set in the Quotation.
- (d) The ‘Quotation’ means the financial document reflecting the charge at which the Goods, quantity of Good, Prices of Goods and other terms reflecting to the sales of the Goods.
- (e) ‘Days’ means calendar days, including weekends and all public holidays.

### **2. Application of Terms**

- (a) All Quotations and price lists are given; and all orders are accepted on these terms, which override any terms proposed by the Purchaser, including those in Purchaser orders or communications.
- (b) Where no bespoke agreement exists, the default credit terms are seven (7) days from invoice date.
- (c) No modification to these terms shall be valid unless expressly agreed in writing and signed by an employee of the Supplier.

### **3. Representations**

The Supplier shall not be liable for any pre-contractual representations or statements unless the Purchaser notifies the Supplier in writing, prior to entering the contract, that it is relying on such representation.

### **4. Refusal of Orders**

The Supplier reserves the right to accept or decline any order at its discretion and shall not be liable for any loss or damage resulting from refusal.

### **5. Quantities**

- (a) If Supplier deliver to Purchaser a quantity of Goods between ninety-five (95%) and one hundred and five (105%) of a specific quantity as specified in the Quotation, the Purchaser shall not be entitled to object or reject the Goods by reasons of surplus or shortfall and must pay for the Goods at the prorated price.
- (b) Without prejudice to clause 5(a) the Supplier has no liability to the Purchaser in respect of any shortfall in Goods delivered or collected unless the Purchaser gives notice on the shortfall within twenty-four (24) hours of delivery or collection.

### **6. The Goods**

- (a) The Supplier undertakes to repair or replace, at its discretion, any Goods deemed defective in material or workmanship, provided that:

- Notification is received in writing within twenty-four (24) hours of delivery.
- Goods are returned in their original packaging within fourteen (14) days.
- (b) The Supplier shall not be liable for any consequential or indirect loss.
- (d) The Supplier is not liable for ensuring compliance with legal safety requirements of end use.
- (e) Specifications and sizes may change. Where necessary, the Supplier will provide an equivalent substitute will be supplied.

### **7. Indemnity and Limitation of Liability**

- (a) The Purchaser indemnifies the Supplier against any claims or losses arising from:
  - Use of the Goods;
  - Incorporation of Goods into other products/services.
- (b) Except in cases of death or personal injury due to the Supplier’s negligence, the Supplier’s liability shall not exceed the purchase price of the Goods.
- (c) The Supplier shall not be liable for any indirect or consequential losses including loss of profit, business, or goodwill.
- (d) The Supplier has no liability to any damage to property of any kind or any economic loss by the Purchaser as a result of any Good provided by the Supplier, including loss of profit, loss of business, loss production, loss of good will, or any other consequential damages.
- (e) Supplier has no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, failure to follow Supplier instruction or any misuse or alteration or repair of the Goods without Supplier prior approval.

### **8. Intellectual Property Rights**

- (a) All trademarks, logos, designs, product specifications, technical documentation, and other proprietary materials provided by the Supplier remain the exclusive property of the Supplier or its licensors.
- (b) The Purchaser shall not reproduce, modify, distribute, or use any intellectual property belonging to the Supplier without prior written consent.
- (c) No rights or licenses are granted to the Purchaser under any patents, copyrights, trade secrets, or other intellectual property rights of the Supplier, except as expressly stated in writing.
- (d) Any intellectual property developed by the Supplier in connection with the supply of Goods shall remain the sole property of the Supplier, unless otherwise agreed in writing.
- (e) The Purchaser agrees to indemnify and hold harmless the Supplier against any claims, damages, or losses arising from unauthorized use or infringement of the Supplier’s intellectual property.

## 9. Prices and Payment

- (a) Prices are mentioned in Quotation; Quotation is valid for 14 days from the date of issuance, unless otherwise stated in writing.
- (b) All prices are exclusive of VAT and carriage unless otherwise agreed.
- (c) For trade accounts: Payment is due seven (7) days from invoice date unless otherwise agreed in writing. Interest may be charged on overdue balances at fifteen percent (15%) per annum.
- (e) The Supplier reserves the right to request advance payment at any time.
- (f) All prices mentioned in the Quotation or invoices or any other financial document will be in the currency of the United Arab Emirates (AED).

## 10. Severance

If any clause is found unenforceable, the remaining terms shall remain valid.

## 11. Delivery and Risk

- (a) Delivery is the responsibility of the Purchaser unless stated otherwise with Supplier (within the Quotation or in writing elsewhere). In such an event where Supplier will arrange for delivery, the prices will increase accordingly.
- (b) Delivery times are estimates. The Supplier will accept no liability for delays in delivery whether provided by Supplier or not, including loss of profit, loss of business, loss production, loss of good will, or any other consequential damages.
- (c) Risk passes to the Purchaser upon collection of Goods. In such an event where Supplier is responsible for delivery of Goods, risk passes is transferred to the Purchaser on delivery of Goods.
- (d) Additional delivery charges may apply as per locations as stated under clause 10(a).

## 12. Retention of Title

Ownership remains with the Supplier until full payment is received. Goods must be stored separately and clearly marked as the Supplier's property. The Supplier may reclaim unpaid Goods at any time.

## 13. Returned Goods (Non-consumer sales)

- (a) Goods may be returned for credit or exchange within fourteen (14) days, quoting invoice or delivery note number.
- (b) Goods must be unused, in original packaging and in resalable condition.
- (c) Goods returned in different quantities or without packaging will not be accepted.
- (d) A forty percent (40%) restocking fee may apply.
- (e) Special-order items are non-returnable.

## 14. Force Majeure

Any event such as, but not limited to, disasters, fire, war, acts of terrorism, civil commotion, strikes, governmental regulations, pandemics or other occurrences beyond the reasonable control of either the Supplier or Purchaser shall occur and make impractical the performance of either the Supplier or Purchaser's obligations under these Terms shall be defined as "Force Majeure". Neither the Supplier or Purchaser be liable to carry out its obligations under the Quotation or these Terms if a Force Majeure incident occurs. If such an event occurs and extends for a period of thirty (30) consecutive days, the Supplier shall have the right to terminate the Quotation and subsequently the Terms, with immediate effect by giving written notice to the Purchaser.

## 15. Governing Law

- a. The Governing Law of these terms and conditions shall be the substantive laws and regulations of the United Arab Emirates (UAE).
- b. Any disputed arising out or in conjunction with these terms and conditions including any question regarding its existence, validity or termination shall be handled under the exclusive jurisdiction of the Dubai courts, excluding DIFC/DIAC.

## 16. Warranties

- (a) Manufacturer's warranties apply where provided. All claims to warranties raised by the Purchaser
  - i) Should include proof of purchase, photos/videos showing damages, description of the issue, date of delivery and confirmation of payment from the Purchaser to the Supplier.
  - ii) Should be made within twenty-four (24) hours of receipt of Goods.
  - iii) Should be submitted where the Goods are in their original packaging.
- (b) No extended warranties apply unless agreed in writing.
- (c) Exclusions include misuse, alterations, and external damage.

## 17. Entire Agreement

These Terms and Conditions constitute the entire agreement between the parties.

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