

Terms and Conditions for Sale and Delivery of Carbon Steel and other related product

The terms and conditions set forth below (the "Terms & Conditions") constitute the entire agreement between **Dillinger Middle East FZE** (the "Seller") and the prospective buyer (the "Buyer") for the sale and delivery of Carbon Steel Plates (the "Goods"), unless otherwise explicitly modified by a written agreement endorsed by the Seller.

1. Definitions and Applicability

1.1. **Seller:** Refers to Dillinger Middle East FZE, acting as the provider, seller, contractor, or any capacity in the sale of Goods.

1.2. **Buyer:** Refers to any party entering into a contract with the Seller for the purchase of Goods.

1.3. **Goods:** Refers to Carbon Steel and other related product sold by the Seller.

1.4. These Terms & Conditions apply to all agreements concluded between the Seller and the Buyer, including subsequent transactions, unless modified by a written agreement. Any other terms or conditions proposed by the Buyer are hereby rejected, unless explicitly accepted in writing by the Seller.

1.5. The headings in these Terms & Conditions are for reference only and do not affect interpretation.

1.6. Should any provision be deemed invalid or unenforceable by a competent court, such provision will be severed, and the remainder of the Terms will remain in full force.

1.7. Commercial terms used herein shall be interpreted in accordance with UAE Commercial Law, including The UAE Civil Code and The Code of Commercial Practice.

2. Agreement Formation and Amendments

2.1. Quotations, price lists, or other communications from the Seller do not bind the Seller, and prices are subject to change. The Seller reserves the right to determine final pricing.

2.2. Verbal agreements are binding only when confirmed in writing by the Seller.

2.3. In case of any discrepancies between the Buyer's order and the Seller's confirmation, the Seller's confirmation prevails.

2.4. Any amendment to the agreement shall be valid only if both parties agree in writing.

3. Payment Terms

3.1. **Payment Method:** Payments shall be made by direct bank transfer in the invoiced currency and amount.

3.2. **Payment Terms:** All payment obligations must be fulfilled as per the Sales Order Acknowledgment (SOA), overriding any conflicting payment terms stated by the Buyer.

3.3. **Late Payment:** In case of delayed payment, the Seller reserves the right to charge interest as per the UAE Central Bank rate plus 3% per annum. If payment is not received, the Seller may terminate the agreement without court involvement and claim compensation for any resulting damages.

4. Delivery Terms

4.1. Delivery dates are approximate, and while the Seller will make reasonable efforts to meet them, they are not binding.

4.2. The Goods shall be delivered to the Buyer's specified address, and the Buyer assumes all risks upon delivery.

4.3. If delays are caused by the Buyer, any resulting storage or additional transport costs will be borne by the Buyer.

4.4. Force Majeure" refers to circumstances which are beyond the control of the relying party, could not reasonably have been foreseen at the time of the conclusion of the contract and make the performance of contract obligations or the intended procurement or sale, processing or other use of the contractual products and/or services impossible or substantially difficult for the relying party. Reasons for force majeure may be, without being limited to: natural catastrophes (e.g. earthquakes, fires, floods); illnesses; the releasing of radiation, biological or chemical substances; war (civil war, terrorism, armed conflicts, unrest, demonstrations, strikes and lockouts); economic sanctions (trade or financial sanctions, embargos, import or export prohibitions, authorisation requirements, punitive tariffs, quotas, other restrictions of the movement of goods or services or of payment transactions, and comparable measures).

In such cases, the affected party shall notify the other party thereof without undue delay, stating the reasons. Both parties are entitled to suspend their obligations without liability during the period of Force Majeure.

If the event of Force Majeure lasts for more than 90 days, either party may terminate the Contract. Further, the Buyer guarantees that no economic sanctions apply at the time of contract conclusion and undertakes to continuously review current applicable sanctions, notifying the Seller without delay. Both parties shall cooperate to mitigate the impact of Force Majeure, which may include amending the contract terms, such as delivery dates or ownership transfers.

5. Warranty, Complaints, and Liability

5.1. Upon delivery, the Buyer must inspect the Goods and report any defects within 15 days. Complaints do not exempt the Buyer from payment obligations.

5.2. The Seller will adhere to agreed quality standards. Minor deviations that are technically unavoidable will not be grounds for complaints.

5.3. The Seller's liability for any claims, whether in contract or tort, shall not exceed the purchase price of the Goods.

5.4. The Seller is not liable for indirect or consequential losses (e.g., loss of profit or business), or any damages caused by circumstances beyond its control, such as acts of God or civil unrest.

5.5. The Seller provides no warranty beyond what is explicitly stated and mutually agreed, and the Buyer indemnifies the Seller against any third-party claims arising from the Goods or their delivery.

6. Title and Risk

6.1. The title to the Goods passes to the Buyer only upon full payment. The risk of loss or damage transfers to the Buyer upon delivery.

6.2. If the Buyer fails to fulfill its payment obligations, the Seller reserves the right to repossess the Goods without notice, at the Buyer's expense.

6.3. The Buyer shall not sell, pledge, or transfer ownership of the Goods until all payment obligations are satisfied.

7. Dispute Resolution

7.1. These Terms & Conditions and any dispute arising from them shall be governed by the laws of the UAE and subject to the exclusive jurisdiction of UAE courts.

7.2. The Buyer agrees to comply with all applicable UAE laws and regulations concerning the use, export, or re-export of the Goods.

7.3. In case of any disputes or arbitrations, the rules of the Dubai International Arbitration Centre (DIAC) shall apply.

8. Final Provisions

8.1. These Terms & Conditions constitute the entire agreement between the Seller and the Buyer. No prior or concurrent agreements, whether oral or written, shall supersede these Terms & Conditions unless explicitly modified in writing by the Seller's Managing Director.

8.2. Any transaction between the Seller and the Buyer shall be governed solely by these Terms & Conditions, and no additions, modifications, or alterations shall be effective unless agreed in writing by both parties.

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