

General Terms & Conditions of WAVE DWC LLC



1. General. a. Goods & Services are sold by WAVE DWC LLC (hereinafter called the 'Seller') solely on the following terms and conditions as may be amended from time to time. b. Any provisions in the Purchaser's order form or other documents which conflict with or attempt to modify the Seller's terms and conditions current at the date of acceptance of the Purchaser's order shall be excluded from the contract unless otherwise expressly agreed by the Seller in writing. c. Headings are inserted for ease of reference and do not form part of these terms and conditions. d. When the purchaser agrees to proceed with the offer described in this quotation by a purchaser order, e-mail confirmation, advanced payment, text message, WhatsApp message, any sort of previously mentioned ways of confirmations is legally binding to the quotation specification, quantities, pricing, payments, terms and conditions. 2. Delivery risk and dispatch. a. The time for delivery shall run from the later of the date an order is received or the date on which sufficient information is received from the Purchaser to enable the Seller to proceed with the execution thereof. b. Where any subsequent deviation from these terms is made at the request of the Purchaser any additional cost incurred will be charged to the Purchaser. c. The Seller accepts no responsibility whatsoever for any loss or damage resulting directly or indirectly from failure to supply or delay in supplying any goods howsoever arising. d. Each delivery shall be subject to the Seller's terms and conditions and failure to make any one delivery shall not vitiate the contract as to others. e. The risk in the goods passes to the Purchaser upon despatch notwithstanding any subsequent return to or retaking of possession by the Seller. The Purchaser, therefore, should insure accordingly. f. Packaging and mode of dispatch shall be at the sole discretion of the Seller, unless Collection is requested. 3. Cancellation / Replacement. a. If the Seller on the Purchaser's request agrees to cancel, suspend or delay any order or part thereof without prejudice to any other rights the Seller may have the Purchaser shall be liable to reimburse the Seller for any costs or expenses incurred by the Seller because of such cancellation, suspension or delay. b. The Seller reserves the right to reject the return of any unused materials delivered under the contract whether before or after cancellation and as a condition of acceptance may make a charge for inspection and testing of the returned goods in addition to any allowances which the Seller may make in its sole discretion. c. The value of goods returned to the Seller pursuant shall be credited to the Buyer's account less an amount not greater than 15% of the value of the goods. 4. Installation of goods. a. The Seller's conditions of assembly shall apply to any arrangement for the Seller to assemble the goods at the Buyer's premises. 5. Terms of Payment. a. All orders are subject to 70% advanced payment to confirm the order, and balance 30% on completion prior and before delivery. b. For payments post-delivery a credit application form must be obtained. c. The opening of the credit account is subject to submitting the necessary documents and the Seller's approval. d. Our payment terms on credit accounts are strictly 30 days net from invoice date. e. Late payment will be charged at the rate of 2.5% per month. f. Accounts are payable in AED currency and in cash, credit, cheques, online transfer unless mutually agreed otherwise. g. No counter set-off claim shall operate at any time without the Seller's prior written agreement. h. Bills of exchange will be accepted by the Seller as payment provided discount charges, taxes and any related fees are borne by the Buyer. i. In the case of high-volume orders (as determined by the Seller) the Seller shall be entitled to demand either advance or interim payments of the purchase price, such payments shall be paid within 7 days of the date of invoice with the final payment paid within 30 days. 6. Installation. a. The vehicle/s must be delivered to the seller's facility to complete the agreed conversion within 7 days from the order confirmation, failure to deliver the vehicle/s by the Purchaser to the Seller's facility is at the sole responsibility of the Purchaser. b. If the project span exceeds 90 days and the Purchaser were not able to supply the vehicle/s, the Purchaser must settle the project agreement full payment and re-schedule to retrofit the vehicles once the vehicles are available. c. The Seller has the full right to hold equipment or/and vehicles that have been supplied by both parties the Purchaser or /and the Seller as a security until the Seller receives the full payment. 7. Title to goods. a. Notwithstanding any agreed terms of payment, the legal title to and equitable ownership of goods sold by the Seller shall not pass of the Purchaser until the whole of the purchase price stipulated by the Seller for the goods shall have been paid. Until such time, the Purchaser shall hold the goods in a fiduciary capacity on the Seller's behalf, and if sold by the Purchaser before such time, the Seller shall have the right to trace the proceeds. b. Until the title has passed the Purchaser shall ensure that the Seller's goods, wherever situated are readily identifiable as the Seller's goods. c. If the goods are incorporated with or used in other goods the Purchaser shall continue to hold the Seller's goods in a fiduciary capacity and the Seller shall be entitled to trace the proceeds on a sale holding a proprietary interest commensurate with the value of the Seller's goods. d. The Purchaser may agree to sell the Seller's goods whether as such or incorporated with others, subject to the following express and fundamental conditions. e. The Purchaser shall expressly account to the Seller for all proceeds, including any insurance proceeds, from any sub-sale of the Seller's goods and shall hold on trust for the Seller part or all of the proceeds of the sub- sale equal to the amount owed by the Purchaser to the Seller for all goods which the Seller has sold to the Purchaser, this amount always being held separate from other monies, identifiable at all times as the Seller's monies until the Seller has been paid in full and not paid into any overdrawn bank account. f. In each such sub-sale the Purchaser shall notify the sub-purchaser that the Seller remains the legal owner of the goods until receives payment in full for the goods. g. The Seller reserves the right to label the goods accordingly and also reserves the right to request on the label that the sub-purchaser shall seek written confirmation from the Seller of receipt of payment in full for the goods before assuming legal ownership and before installing the goods if the Purchaser's debt to the Seller has not been fully discharged by the Purchaser, then if required by the Seller, the Purchaser shall promptly assign to the Seller by way of charge the claims held by the Purchaser against the sub-purchaser arising from the sub-sale. h. In the event of insolvency of the Purchaser the Seller's consent to the Purchaser's possession of the goods is automatically withdrawn and neither the Purchaser nor any sub-purchaser shall use or install the goods until payment in full is received forthwith by the Seller. 8. Damage in transit and discrepancies. a. Where goods are damaged or lost in transit the Seller will as appropriate in its sole discretion repair or replace these free of charge provided that in the case of damage,

loss or non-delivery of any separate part of a consignment, the carrier's receipt is signed 'unexamined' and the Seller and the carrier receive written notification from the Purchaser within 3 days of the date of delivery of the consignment or part of the consignment. b. In the case of non-delivery of the whole consignment the Seller and the carrier receive written notification within five days of the date of dispatch as shown on the relative advice note. c. Goods alleged to be damaged in transit will in no circumstances be replaced or repaired free of charge after their unqualified acceptance by the Purchaser. d. Errors and shortages must be notified immediately on receipt of goods quoting any reference and delivery note numbers. e. Goods supplied in accordance with an order may not be returned without written consent of the Seller. f. Applications can only be considered within 10 days of the date of invoice and must state the date and number of invoice and reasons for return. g. Duly authorised returns must be sent carriage paid and the Seller advice by letter giving authorisation reference where the Seller has agreed to supply goods not specified in its price lists or catalogues at the date of the Purchaser's order the return of such goods cannot be accepted. 8. Warranty a. Except as stated below, and always subject to the Purchaser's compliance with the Seller's terms of payment and the Seller's receipt of prompt notification by the Purchaser, the Seller guarantees at its option to make good, replace free of charge, repair or issue a credit note to the Purchaser for any defects or defective parts in any such goods supplied by it which are shown in the Seller's reasonable satisfaction to have proved defective under proper use and maintenance within the guarantee period. b. The standard warranty period on all (Bott) products shall be five (5) years from the date of delivery. c. The defective parts of the goods shall be returned to the Seller carriage paid by the Buyer. d. The opinion of the Seller as to whether such parts are defective in manufacture shall be final and the Seller's liability in respect of or consequent upon any such defects whether in original or replacement goods shall be limited as herein provided. e. warranty and liability is excluded in respect of any other parts not manufactured by the Seller which is incorporated in the said goods, vehicles or equipment except that any benefit obtainable or enforceable by the Seller from or against the manufacturer of the said part without legal or other expenses whatsoever shall be passed to the Seller. f. Any defects caused by accident, misuse, neglect, tampering with or unauthorised modification of the goods or any attempt at internal adjustment or repair by any person not authorised by the Seller and or any defect found after the expiry of the guarantee period and or any defect which may occur in any prior installation to which the Seller's equipment may be connected and or any other expenses incurred or any consequential damages or any loss of profit or any other loss or damage whatsoever can't be passed to the Seller and its solely under the Purchaser's responsibility. g. No condition or warranty contained in the Purchaser's order form or made verbally by any of the Seller's employees, agents or sub-contractors shall be considered as varying or overriding the above warranty terms. h. Any defective part replaced shall be the property of the Seller. 9. Performance. a. Whilst the Seller will use its best endeavours to fulfil its contractual obligations it shall not be liable for delay in performance or for non-performance in whole or in part of its obligations under the contract directly or indirectly resulting from causes beyond the control of either the Seller or its suppliers including but not limited by reference to acts of Goods, acts of the Purchaser or third party, adverse weather, breakdown or failure of plant or machinery, civil disturbance, delay in delivery to the Seller or the Seller's suppliers, delay on the part of the sub-contractor, embargoes, explosions, fire, flood, government regulations, hostilities, impact, industrial action, late receipt of the Purchaser's specification or other necessary information, sabotage, shortage of labour, shortage of any services, products and/or materials or strikes. b. If the contract shall become impossible of performance or shall be otherwise frustrated the Purchaser shall be liable to pay to the Seller all costs which the Seller shall have incurred directly or indirectly and any pre-payments which may have been made to the Seller under the contract shall be applied towards satisfaction of such sum. 10. Governing law any contract entered between the Seller and the Purchaser shall in all respects construed and operate according to the laws of United Arab Emirates / Dubai Department of Economy 11. Refund .a. If WAVE DWC LLC, on the purchaser's request, agrees to cancel or suspend any order or part thereof without prejudice to any other rights WAVE DWC LLC may have the Purchaser shall be liable to reimburse WAVE DWC LLC for any costs or expense incurred by WAVE DWC LLC as a result of such cancellation or suspension. b. WAVE DWC LLC reserves the right to reject the return of goods. c. Goods returned to the Seller must be in resalable condition and will be credited to the Purchaser 's account less an amount not greater than 25% of the goods plus carriage charge. d. The carriage cost is calculated by WAVE DWC LLC. 12. a. WAVE Fitting centre is a subsidiary company that is licenced under the UAE regulations of Dubai department of economy with legal and trade registration name of WAVE DWC General Trading LLC. b. WAVE fitting centre is the only authorized workshop and service centre to carry out any installations, assembly, fittings and any other services that WAVE DWC LLC offers to UAE and Regional Purchasers. c. WAVE fitting centre has the full right to operate on behalf of WAVE DWC LLC to design, manufacture, assemble and install any equipment, parts, products, items but not limited to metal, electrical, electronic and air conditioning solutions. d. WAVE fitting centre has the full right to remove and install parts, equipment, devices from the client's vehicle that is necessarily to execute the project / vehicle conversion without prior approval from the client. e. WAVE fitting centre has the full right to hold delivery of products/ vehicles until full payment is settled by the Purchaser. f. Late collection of vehicles 5 days post completion is subject to storage charge at 105 AED daily per vehicle. g. Late collection of orders 5 days post arrival is subject to storage charge at 105 AED daily per pallet. h. WAVE DWC LLC and WAVE Fitting Centre don't hold any responsibility whatsoever for any vehicle damage and loss due to traffic accidents, weather phenomena including heavy rain, hail, floods, theft and fire.