

1. Definitions

For the purposes of these Terms and Conditions:

Company

INCONT TRADING FZCO, a company registered in a UAE Free Zone, including its affiliates, subsidiaries, employees, and authorized representatives.

Buyer / Customer

Any legal entity purchasing goods or services from the Company.

Goods

Industrial equipment, spare parts, machinery, materials, or products supplied by the Company.

Services

Procurement, sourcing, supply chain coordination, technical consulting, logistics coordination, or related services.

Contract

Any quotation, purchase order, agreement, or invoice issued by the Company and accepted by the Buyer.

2. Applicability

- a. These Terms and Conditions apply to all quotations, offers, sales, and deliveries made by the Company.
- b. Any terms proposed by the Buyer shall only apply if accepted in writing by the Company.
- c. Acceptance of a quotation or placement of an order constitutes acceptance of these Terms.

3. Quotations

- a. All quotations are non-binding and subject to confirmation.
- b. Quotations are valid for 30 calendar days unless otherwise stated.
- c. Prices may change due to:
 - ❖ supplier price adjustments
 - ❖ freight costs
 - ❖ exchange rate fluctuations
 - ❖ export control restrictions
- d. Typographical or clerical errors may be corrected without liability.

4. Orders and Contract Formation

- a. Orders become binding only after written confirmation from the Company.
- b. The Company reserves the right to refuse or cancel orders at its discretion.
- c. The Buyer is responsible for verifying:
 - ❖ part numbers
 - ❖ technical specifications
 - ❖ compatibility with equipment.

5. Pricing

- a. Prices are stated in the currency specified in the quotation.
- b. Unless otherwise stated, prices are exclusive of:
 - ❖ VAT or sales taxes
 - ❖ customs duties
 - ❖ freight
 - ❖ insurance
 - ❖ installation
- c. Any additional costs incurred after order confirmation may be charged to the Buyer.

6. Payment Terms

Unless otherwise agreed in writing:

- a. Payment terms are 100% advance payment or Letter of Credit.
- b. Payments must be made without deduction or set-off.
- c. The Company may suspend deliveries if payment obligations are not fulfilled.

7. Delivery and Incoterms

- a. Delivery shall be governed by Incoterms 2020 unless otherwise specified.
- b. Standard delivery terms may include:
 - ❖ EXW (Ex Works)
 - ❖ FCA
 - ❖ FOB
 - ❖ CIF
 - ❖ DAP

- c. Delivery dates are estimates only.
- d. The Company is not liable for delays caused by:
 - ❖ Manufacturers
 - ❖ Freight carriers
 - ❖ Customs authorities.

8. Risk and Title

- a. Risk transfers to the Buyer in accordance with the agreed Incoterm.
- b. Ownership of goods remains with the Company until full payment is received.
- c. The Buyer must insure goods once risk transfers.

9. Inspection and Acceptance

- a. The Buyer must inspect goods upon delivery.
- b. Claims must be submitted within:
 - ❖ 7 days for damage
 - ❖ 14 days for quantity discrepancies.
- c. Failure to notify the Company within this period constitutes acceptance.

10. Returns

- a. Returns require prior written authorization.
- b. Returned goods must:
 - ❖ be unused
 - ❖ be in original packaging
 - ❖ include documentation.
- c. The Company may charge restocking fees up to 20%.

11. Warranty

- a. Goods are supplied subject to manufacturer warranty only.
- b. The Company does not provide additional warranties unless agreed in writing.
- c. The Company is not responsible for:
 - ❖ incorrect installation
 - ❖ misuse
 - ❖ improper storage.

12. Limitation of Liability

To the maximum extent permitted by law:

- a. The Company shall not be liable for:
 - ❖ loss of profits
 - ❖ business interruption
 - ❖ indirect damages
 - ❖ consequential losses.
- b. Total liability shall not exceed the purchase price of the goods supplied.

13. Force Majeure

The Company shall not be liable for failure or delay caused by events beyond its reasonable control, including:

- ❖ natural disasters
- ❖ war
- ❖ political instability
- ❖ embargoes
- ❖ strikes
- ❖ supplier delays
- ❖ pandemics
- ❖ government restrictions.

14. Export Compliance

- a. The Buyer agrees to comply with all applicable export control laws, including but not limited to:
 - ❖ U.S. Export Administration Regulations (EAR)
 - ❖ International Traffic in Arms Regulations (ITAR)
 - ❖ EU export control regulations.
- b. The Buyer shall not export or re-export goods to restricted countries or sanctioned entities.

15. Sanctions Compliance

The Company reserves the right to refuse or terminate any transaction that may violate international sanctions including those imposed by:

- ❖ United Nations
- ❖ United States

- ❖ European Union
- ❖ United Kingdom

16. Anti-Bribery and Anti-Corruption

Both parties agree to comply with all applicable anti-corruption laws including:

- ❖ UK Bribery Act
- ❖ US Foreign Corrupt Practices Act (FCPA).

No party shall offer or accept improper payments or inducements.

17. Confidentiality

All commercial and technical information exchanged between the parties shall remain confidential, including:

- ❖ pricing
- ❖ supplier information
- ❖ technical documentation
- ❖ sourcing arrangements.

18. Intellectual Property

All intellectual property rights related to goods, drawings, documentation, or technical data remain the property of the respective owners.

19. Brokerage and Commission Protection

Where the Company acts as an intermediary, broker, or sourcing agent:

- a. The Buyer shall not bypass the Company to transact directly with suppliers introduced by the Company.
- b. Such protection shall remain valid for 24 months from the date of introduction.

20. Governing Law

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

21. Dispute Resolution

Any dispute arising out of or related to these Terms shall be resolved through Dubai International Arbitration Centre (DIAC) arbitration. The arbitration shall be conducted in English.

22. Severability

If any provision is found to be invalid, the remaining provisions shall remain in effect.

23. Amendments

The Company may update these Terms and Conditions periodically. The latest version will be available on the Company website.

24. Supplier Confidentiality Protection

- a. All supplier information provided by INCONT TRADING FZCO shall be considered strictly confidential, including but not limited to:
 - ❖ supplier names
 - ❖ manufacturer details
 - ❖ technical documentation
 - ❖ quotations
 - ❖ pricing structures
 - ❖ product specifications
 - ❖ supply chain arrangements
- b. The Buyer shall not disclose such information to any third party without prior written consent from the Company.
- c. The Buyer shall not use supplier information for the purpose of:
 - ❖ establishing direct purchasing arrangements with the supplier
 - ❖ requesting quotations directly from the supplier
 - ❖ reverse engineering supply channels.
- d. If the Buyer breaches this obligation, the Company shall be entitled to:
 - ❖ claim financial damages
 - ❖ terminate all commercial relationships
 - ❖ pursue legal remedies.
- e. This confidentiality obligation shall remain valid for five (5) years following the last transaction between the parties.

25. Non-Disclosure and Non-Circumvention (NCNDA)

- a. The Buyer acknowledges that INCONT TRADING FZCO may introduce the Buyer to suppliers, manufacturers, service providers, financial institutions, logistics providers, or other commercial partners in connection with potential transactions.
- b. All such introductions, communications, negotiations, and related information shall be treated as strictly confidential.
- c. The Buyer agrees that it shall not, directly or indirectly:
 - ❖ bypass or circumvent the Company
 - ❖ engage in direct transactions with parties introduced by the Company

- ❖ disclose the identity of such parties to third parties
 - ❖ use the information provided by the Company for independent commercial negotiations.
- d. This restriction applies to the Buyer and its:
- ❖ affiliates
 - ❖ subsidiaries
 - ❖ employees
 - ❖ consultants
 - ❖ agents
 - ❖ contractors
 - ❖ associated companies.
- e. If the Buyer violates this clause and conducts business directly or indirectly with a party introduced by the Company without the Company's participation, the Buyer shall pay the Company liquidated damages equal to no less than fifteen percent (15%) of the total transaction value, or the full commission or margin that the Company would have earned, whichever is greater.
- f. The Buyer acknowledges that such damages represent a reasonable estimate of the losses that may be incurred by the Company.
- g. This obligation shall remain valid for a period of five (5) years from the date of introduction or disclosure of the relevant party.
- h. The confidentiality obligations under this clause shall survive the termination of any contract between the parties.

INCONT TRADING - FZCO

DSO-IFZA

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Dubai Silicon Oasis, Dubai

United Arab Emirates

Company Registration Number 76932

