



The following terms and conditions of sale shall apply to the sale of Products and Services between A2M Services LLC.

*Products Corporation, “Seller/A2M” and “Buyer/Clients/Customers” whose name and address are set forth on the Order Acknowledgement.*

Products and Services shall refer to the products and/or services on the Order Acknowledgement.

- 1. Price** - The price for the Products and Services shall be the price set forth on the Order Acknowledgement. If no price is shown, the price for the Products being sold hereunder shall be the Seller’s regular list price for the Products in the effect at the time of shipment.
- 2. Terms of Payment** - Unless terms are specifically set forth on the Order Acknowledgement, Buyer shall pay for each unit of Products and/or for all Services at such time on such terms as shall be specified in Seller’s original invoice thereof.
- 3. Shipment** - Once the product is ready to ship, we give 7 working days for the client to get good on our warehouse, if the client doesn’t want to get the product within 7 days we give storage charges implement, and the same product, if the client doesn’t want to get within 30 day’s A2M, authorized to sell the products to cover the expense. All delivery dates are approximate only and do not guarantee or any particular date. SELLER/A2M SHALL NOT BE LIABLE FOR ANY DAMAGES OR PENALTIES WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL FROM DELAY IN DELIVERY.
- 4. Taxes** - Any tax levied by any governmental authority on the sale of Products or Services shall be paid by the Buyer/Clients, Customers in addition to the purchase price.
- 5. Warranty** - Subject to the terms of Paragraph 6 hereof, all parts or tooling sold as Products hereunder and/or Services performed hereunder are warranted by Seller only to meet Buyer’s technical specifications as agreed to in writing by Seller/A2M. All service products we offer, sold as Per warranted by Seller/A2M to be free from defects in materials and workmanship for a period of one year after the date of shipment by Seller/A2M except for the components of such machines specified on the Order Acknowledgements.

 +971 52 797 1327

 [www.a2mservices.com](http://www.a2mservices.com)

 [info@a2mservices.com](mailto:info@a2mservices.com)

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282615 Po Box

Office Detail : Dubai | Oman | Riyadh | Saudi Arabia | United kingdom



Sellers/A2M warranty of processing machines covers parts only and does not cover any machine which has been abused, misused, or negligently operated or notified. If Buyer/Clients, Customers notifies Seller/A2M in writing within ten days after discovering of defecting the warranty period only and if the such defect appears in Seller's/A2M's sole judgment to be a defect In specifications of Services, or to be a defect in material and workmanship of machine products attributable to Seller/A2M, Seller/A2M will make such repair or replacement to correct the such defect as Seller/A2M in its sole judgment shall deem appropriate.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN RESPECT OF THE PRODUCT AND/OR SERVICES AND THERE ARE NO WARRANTIES EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE WARRANTIES CONTAINED HEREIN. THE FOREGOING REMEDY SHALL BE THE BUYER'S/CLIENTS, THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE SELLER/A2M.

**6. Limitation of Liability** - Seller/A2M is not responsible for the quantity of yield unless provided for on the Order Acknowledgement. Seller/A2M shall not be liable to Buyer/Clients, or Customers for any defect indirect, consequential, or incidental damages whatsoever.

**7. Buyer's Assurance** - Whenever Seller/A2M shall demand reasonable assurance of the Buyer's/Client, Customer's ability to pay for any or all of the Products and/or Services, Buyer/Clients, Customers shall promptly furnish Seller with such reasonable assurance. Unless such assurance is promptly given and adequate arrangements of payment are promptly made, Seller/ A2M may suspend or cancel, at its sole option, the production, delivery or shipment of Products and/or performance of Services.

#### **A2M SERVICES LLC. STANDARD TERMS AND CONDITIONS OF SALE**

**8. Acceptance of the Products** - Buyer/Clients, Customers shall inspect each item of Products within ten days after delivery and shall notify Seller/A2M in writing of any non-conformity to the Products specified in the Order Acknowledgement within ten days after inspection. Buyer/Clients, Customers shall be deemed to have accepted each and every item of Products for which it does not give written notice of non-conformity within the time specified in this paragraph 8.

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9. **Future Orders** - Seller's/A2M acceptance (if such as taken place) of the order set forth on the Order Acknowledgment does not constitute an agreement to accept future orders from Buyer/Clients, Customers, and all such future orders are subject to acceptance by Seller/A2M at Dubai United Arab Emirates.

10. **Cancellation** - In the event that the Buyer/ Clients, Customers cancels all or any part of the order set forth on the Order Acknowledgement or refuses to accept any conforming items of Products, the Seller/A2M shall be entitled to all the remedies Provided by the Dubai Law of United Arab Emirates and shall assist on the problem for each party, in addition, be entitled to all consequential, special, or incidental damages resulting from such cancellation should pay the minimum amount of 25% for the total amount.

11. **Governing Law** - This is a contract for the sale of goods between merchants and shall be governed and construed in acceptance of the laws of the United Arab Emirates applicable to contracts made and to be performed wholly within that State.

12. **Waiver and Modification** - Seller's/A2M failure to insist on the performance of any item or condition hereof shall not constitute a waiver of any of the Seller's/A2M rights hereunder or a waiver of any default by Buyer/Clients, Customers. No term or condition hereof can be waived or modified except by written consent.

13. **Remedies** - The remedies herein reserved to Seller/A2M shall be cumulative and shall be in addition to any other remedies provided by law.

14. **Assignment** - (a) Buyer/Clients, Customers shall not assign any of its rights hereunder, nor delegate any of its duties or obligations hereunder without Seller's/A2M prior or written consent. (b) Seller/A2M may assign all its rights or delegate any of its duties or obligations hereunder at any time without notice of any kind to Buyer/Clients, Customers.

15. **Entire Agreement** - This acknowledgment constitutes the entire agreement between Seller/A2M and Buyer/Clients, Customers, and supersedes all other communications, representations, or agreements, oral or written, between the parties with respect to the subject matter hereof.

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