

NMK Electronics Trading LLC – Standard Terms & Conditions of Sale (UAE Compliant)

1. INTERPRETATION & SCOPE

These Terms govern all sales by NMK Electronics Trading LLC – Sole Proprietorship ('Seller').

They apply unless a separate written agreement exists.

2. QUOTATIONS

Quotations reflect Buyer requirements and must be verified by the Buyer.

Prices exclude official documentation unless specified.

3. AVAILABILITY

Stock availability is subject to change; early order placement is advised.

4. PAYMENT TERMS

Advance Payment (ADVANCE): Orders will be processed only upon receipt of cleared funds. Payment is considered cleared once formal bank confirmation is received that funds have been credited to the Seller's account.

Post-Dated Cheque (PDC): Orders will be processed only upon receipt of the original post-dated cheque issued in accordance with agreed commercial terms.

Local Purchase Order (LPO): Orders will be processed upon receipt of a signed soft copy of the Buyer's LPO. Payment must be made within the agreed credit period as reflected in the commercial invoice.

Letter of Credit (LC): A draft LC must be submitted for approval. Orders will be processed upon receipt of the original LC issued by the Buyer's bank, subject to full compliance with the Seller's LC requirements.

To Be Finalised (TBF): Orders will only be processed once the payment terms have been fully agreed and finalized in writing.

5. FREIGHT & DELIVERY

Default delivery terms remain EXW Dubai (Incoterms® 2010).

Delivery Timeframes:

- Dubai: 2-3 working days.
- Other Emirates: 7-14 working days.

Our standard delivery timeframe is 2-3 working days within Dubai, excluding weekends and public holidays. Delivery to other Emirates typically ranges from 7-14 working days.

While we make every effort to meet these estimates, all shipping timelines are guidelines only and may vary due to carrier delays, high order volume, or unforeseen circumstances. Orders placed after business hours will be processed on the next business day.

6. TITLE & RISK

Title transfers only upon full payment; risk transfers at delivery or collection.

7. RETURNS

Returns are accepted within five (5) days from the invoice date, provided the Goods are in their original condition, unused, and returned with all original packaging, accessories, and documentation. All returns are subject to pre-approval, inspection, and final acceptance by the Seller.

A restocking fee may apply to eligible returns. This fee is subject to the Seller's prior review, inspection, and explicit written approval and will be communicated to the Buyer before final acceptance of the return.

Non-Returnable Items

The following categories are strictly non-returnable under all circumstances, except where defective under UAE law:

- Customized, built-to-order, or specially configured products
- Software licences, digital licence keys, and electronically delivered products

8. VALIDITY

Quotations valid 15 days unless otherwise noted. Currency fluctuations apply.

9. WARRANTY

The Seller shall make every reasonable effort to ensure that all Goods supplied are of satisfactory quality and conform to the agreed specifications.

The Goods are warranted to be free from defects in materials and workmanship for twelve (12) months from the date of delivery unless otherwise stated.

This warranty excludes damage due to misuse, improper installation, neglect, unauthorized modification, environmental conditions, electrical faults, or normal wear and tear.

Extended warranty options may be available at additional cost and shall be subject to separate written terms.

Warranty claims must follow the Seller's RMA procedures.

10. EXPORTS, INCOTERMS & CONTROLS

Unless otherwise agreed in writing, the Buyer or End User is solely responsible for compliance with all import laws, duties, taxes, and customs formalities in the destination country.

The Seller shall not supply Goods to countries or entities listed under UAE, UN, US, UK, or EU sanctions or any applicable international trade restrictions.

The Buyer agrees not to export or re-export Goods to any sanctioned destination, entity, or individual.

The Buyer must notify the Seller at time of order if the Goods are intended for export. The Seller may request an end-user declaration and may cancel orders if sanctions concerns arise.

The Buyer warrants that neither it nor its affiliates are subject to sanctions and must report any changes immediately.

The Buyer shall maintain adequate compliance controls to ensure supply chain screening.

The Seller is not obligated to supply Goods to destinations restricted by the manufacturer.

Without prior written consent, the Buyer shall not resell or export Goods outside the GCC. When allowed, manufacturer resale restrictions must be followed.

12. LIABILITY

Seller is not liable for indirect or consequential losses under UAE Civil Transactions Law.

13. GOVERNING LAW & JURISDICTION

These Terms are governed by UAE law.

Exclusive jurisdiction: Dubai Courts.