

# Terms & Conditions



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## GENERAL TERMS & CONDITIONS

### PRICES

- A.1 Unless otherwise specified, EMW's Financial Offer (FO) price shall be valid for a period of two calendar weeks from the date of the FO.
- A.2 Unless otherwise mentioned in the Financial Offer all prices quoted herein are exclusive of any taxes and additional: fees, levies, charges of any kind whatsoever including withheld taxes (hereinafter collectively referred to as "Taxes"). If, for any reason, EMW is required to pay any new or additional Taxes of any kind after the date of a contract, then EMW's contract Price shall be increased accordingly and the customer shall reimburse such Taxes to EMW.

### DELIVERY

- B.1 EMW will use all reasonable endeavors to deliver the goods or services on or before the agreed delivery date, however, EMW does not undertake, guarantee or warrant that delivery will be made on the agreed delivery date.
- B.2 At any time EMW reserves the right, at its option, to refuse delivery until the customer has made payment for the products and services rendered.
- B.3 Should the customer fail to take delivery on or before the delivery date, EMW shall be entitled to invoice such products and services forthwith irrespective of the contractual terms.
- B.4 Acceptance of the products by the courier or transport agent of the customer will constitute conclusive evidence that the correct quantity has been supplied and that the products in question have been shipped in accordance with all contractual requirements.
- B.5 Should EMW inadvertently deliver products that have not been ordered by the customer, the customer undertakes to notify EMW in writing within 7 days of erroneous delivery and to keep the products ready for pick up by a courier or forwarding agent to be instructed by EMW. Should the customer fail to notify EMW of an erroneous delivery in writing after the 7 days period, the customer shall be considered for all practical purposes to have accepted the delivery and shall accordingly be obliged to make payment for such products in accordance with the prices applicable at the time of delivery.

### INSTALLATION

- C.1 The estimated timeframe for installation should be considered to constitute guidance only. Should the actual time spent on installation exceeds the estimated timeframe this delay shall not constitute a breach of contract nor shall the customer be entitled to repudiate or rescind the contract in whole or in part or claim compensation for such delay or for any consequential losses or damages resulting there from.
- C.2 The customer shall make all arrangements necessary for the installation of the Goods and execution of the Services, which shall include ensuring the location where the installation is to be done is free from any obstruction and is suitable to conduct installation.
- C.3 Where the customer fails to make necessary arrangement for the installation that causes delay, EMW shall notify the customer in writing of such delay. In any Delay Notification sent from EMW and caused by none other than the customer and/or any third party, the customer then agrees to pay in full and within 30 calendar days from the Delay Notification date all invoices irrespective of the contractual terms. All exceptions in this matter are null and void.
- C.4 EMW reserves the right to charge extra for any additions above and beyond the agreed upon scope of work, including installation.

### PAYMENTS

- D.1 All invoices shall be payable in the manner described in the payment terms provided by EMW to the customer except as may be notified to the contrary by EMW.
- D.2 If the customer shall fail to fulfill the terms of payment in respect of any invoice, EMW may demand immediate payment of all outstanding balances from the customer whether due or not due and/or decline to make any further deliveries and/or installation and/or support.
- D.3 If the customer is in default of its obligations to make timely payment, interest shall accrue on the amounts outstanding at the rate 3% above the EIBOR rate prevailing during the period of delay.
- D.4 Notwithstanding any provision to the contrary, including any provision in documentation emanating from the customer, EMW shall be entitled to book the payments against the earliest invoices, then against interest accrued and finally against the current transaction for supply of products and services.
- D.5 The Advance payment against an order should be paid as per the contractual terms. EMW order placement with its suppliers and/or fulfillment from its inventory shall be executed only after receiving of the advance payment from the customer. Any delay in advance payment can affect the previously agreed upon delivery.
- D.6 Ownership and title to the goods and services shall not pass to the customer and shall remain with EMW until such time as the invoice has been paid in full. Failure to fulfill the terms of payment in respect of any invoice will entitle EMW to take such actions as it may deem necessary, including removal of the goods and halting of the services.

### NON HIRING

- E.1 During the course of the Agreement, the parties may exchange confidential information relating to the identities, wages, and capabilities of the parties' employees. Because the retention of employees is of critical importance to both parties, EMW and the Customer agree not to solicit or hire, directly or indirectly, any employee of the other party. If an employee of either party is hired by a party (the "hiring party"), directly or indirectly, then the hiring party agrees to pay the other party, as liquidated damages and not as a penalty, a sum equal to the employee's annual compensation either at the hiring party or at the non-hiring party, whichever is greater. The payment of such liquidated damages is cumulative with, and not in lieu of, any other rights and remedies the other party may have against the employee or hiring party. The parties agree that their obligations under this Non-Hiring provision remain in effect for 1 year after either party stops dealing with the other party.

### ORDER CANCELLATION

- F.1 Customer may cancel an order by providing a written notice, subject to the following conditions:
- F.1.1 Should the cancellation arrive in writing after goods and/or services have been received by EMW, paid by EMW or shipped to EMW, then EMW will invoice the customer the full contract amount.
- F.1.2 Should the cancellation arrive in writing before an order has been shipped or invoiced to EMW in whole or in part, customer may cancel in whole by taking a cancellation charge. Customer will be invoiced and pay a cancellation charge calculated on the basis of the value of the order cancelled and the time frame within which the cancellation is effected. If cancellation is effected:
- F.1.2.1 Six calendar weeks from the confirmed shipment date, a charge of 30% is applied, and
- F.1.2.2 Four calendar weeks from the confirmed shipment date, a charge of 60% is applied, and
- F.1.2.3 Two calendar weeks from the confirmed shipment date, a charge of 100% is applied.

### MISCELLANEOUS

- G Customer agrees to become a reference site for EMW.

For more information on EMW's products and services, please call your account manager or email us at [sales@emw-me.com](mailto:sales@emw-me.com)

EMW - Proprietary and Confidential intended solely for "Recipient".

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