



الشهبا لتجارة لوحات التحكم الكهربائية AL SHAHBA Electrical Switchgear Trading

(A Division of SMART Project & Supplies L.L.C.)



01	Definition of Order	The effective Date of Order shall be the date, when the buyer has confirmed, the acceptance of all conditions of our offer, including the General Sales conditions and every project data required, signed and stamped the drawings for acceptance and met the terms of payment. These elements missing, the delivery terms shall be proportionately delayed. All projects undertaken by SMART P&S LLC or ASEST shall be subject to the above conditions, whether expressly mentioned by the buyer, in its order or not. If any condition is to be deleted, it will be done by SMART P&S LLC or ASEST. in writing
02	Price	Price validity is only for 30 Days from the date of our offer. The buyer should re-confirm the prices, availability etc. before placing the order.
03	Purchase Order	On receipt of Purchase Order, Schematic Drawings & Submittal will be provided. The buyer is not allowed to cancel the Purchase Order in any circumstances.
04	Technical Specifications	All Materials & Equipment Concerning this offer, Corresponds to the Technical Specifications and to the drawings submitted by SMART Projects & Supplies L.L.C or Al Shahba Electrical Switchgear Trading. All Materials/ Charges, not specially mentioned in our offer or Drawings must be considered excluded. SMART Projects & Supplies or Al Shahba EST. reserves the right to replace some equipment or spare parts with others or to vary the manufacturing process. Layout will be provided such major alterations are equaling quality to what is described in Technical Specifications. In Most instances, drawings or details will be furnished for approval, in case of any major Changes
05	Testing	Normal tests shall be conducted by SMART P&S LLC / ASEST on all our Products. In case the buyer wishes to be present during the tests, the same may be confirmed and fixed, in writing, by then prior to the date of testing. In case any other tests are required by the buyer, these must be specially mentioned in the order and extra charges agreed to pay in advance.
06	Inspection	All our Products shall be inspected in our Workshop, prior to the dispatch and these inspection shall be final. SMART P&S / ASEST shall not be responsible for any subsequent damage/fault, unless it is proved to be due to the manufacturing defect.
07	Guarantee	Our products are guaranteed against any manufacturing defects for a period of 12 months from the date of delivery and 6 months from the date of commissioning, whichever is earlier. In case any modification or alterations are made to the Products or any unauthorized tampering is done this guarantee is null and void.
08	Alterations	After confirmation of the order and drawings, if any alterations are requested regarding site Modifications , Materials, Delivery or any other conditions, this shall imply "revision of the Offer" and could involve extra charges.

09	Conditional Sale Security Interest	Title of the materials under contract shall be remain with SMART P&S LLC / ASEST till the payment of the total Price specified in the contract is received. In case of total or partial non-payment, SMART P&S LLC / ASEST shall be entitled to regain possession of the materials or part of them, without any authorization and to sell them without any modifications and in any way it considers appropriate. In order to regain possession of the materials, SMART P&S / ASEST shall be entitled to to enter the area occupied by them, of the buyer's property, workplace or site. The buyer acknowledge that SMART / ASEST shall keep the right to ownership irrevocably and guarantees to the same in order to secure payments and obligations subscribed in it. Any defaults in payments by the buyer shall be considered a breach of contact. The buyer expressly renounces to the benefit or advantages of any rule or by-law preventing or limiting the recovery of materials by SMART P&S LLC / ASEST.
10	Insurance	In case any materials are delivered free on site of destination, our risk or responsibility will be cease from the time of dispatch of the materials from our works, Insurance, if required should be arranged by the buyer.
11	Packing	In case goods are delivered FOB, our standard cardboard / Stretch film packing would be used. All expenses including special packing, Transportation to the Port, Stowage etc. shall be on buyers account.
12	Storage	In case the buyer requires postponing the delivery of our Products, longer than 15 days from the date when the Products is ready for delivery / Inspection, the buyer shall be charges 2% of the total value of Order. as compensation of the storage charges plus the bank charges for L/C for that period.
13	Damage	For all ex-works deliveries, the damage to the products until loading on the transport, is the responsibility of SMART P&S LLC / ASEST. The risk or responsibility ceases once the transport leaves the Workshop premises and thereon it is the responsibility of the buyer.
14	Commissioning	If required, will be charges extra and should be confirmed by the buyer, while placing the Order, unless otherwise in the offer.
15	Spare Parts Accessories	If any parts or Accessories required will be charged extra.
16	Force Majeure	SMART/ASEST shall not be responsible for any default regarding its contractual obligations provided such defaults are caused by Force majeure circumstances, Wars, Government actions and measure, Fires, Strikes, National Calamities etc and other events beyond the control of SMART/ASEST are considered causes of Force majeure.