

# PUBLIC TERMS FOR BUYERS

## № OF-1

Dubai, United Arab Emirates.

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### 1. The general terms

The information below is an public terms for buyers (the “Terms”) on behalf of the EMEX DWC LLC (the “Seller”) for any legal entity or individual entrepreneur (the “Buyer”) and collectively referred to as the “Parties” to conclude a Supply Agreement (the “Agreement”) on the conditions described below.

### 2. Terms and Definitions.

**The balance** - it is the state of mutual settlements between the Buyer and the Seller, taking into account the cost of already placed, but not shipped Orders.

**Volume of the purchases** - it's an amount of the paid Goods;

**Placing an Order** - pressing the "Create Order" button by the Buyer after selecting the Goods in the "Basket";

**Reclamation** - the Buyer's claim regarding the quality, quantity, term or price of the delivered Goods;

**Website** - the Seller's website on the Internet at: <https://emexdwc.ae/>;

**Goods** - the assortment presented on the Site.

### 3. Subject of the agreement.

3.1. The Seller undertakes to transfer ownership to the Buyer, and the Buyer undertakes to accept and pay for the Goods under the terms of this Agreement.

### 4. Conditions of the work.

4.1. The buyer must register on the Site.

4.2. The Buyer undertakes not to disclose to third parties his login and password specified during registration. If the Buyer has suspicions about the security of his login and password or the possibility of their unauthorized use by third parties, the Buyer undertakes to immediately notify the Seller about this and independently change the password on the Site.

4.3. The buyer is given a discount in accordance with the discount system (Appendix No. 1).

4.4. Placement of Orders and shipment of the Goods may be suspended in case of violation of the terms of payment.

4.5. The Seller shall not be liable to the end client of the Buyer.

4.6. All Claims for the Goods are made only by the Buyer on the Site.

### 5. Terms of payment and payment procedure.

5.1. Methods of payment for the Goods and details are indicated in the personal account on the Site in the section “Top up balance online”.

5.2. The Buyer makes a 10% advance payment for Orders. The same 10% prepayment from the amount of the Goods in work, then remains on hold at the stages "Purchased", "Received at the warehouse", and "Ready to ship", which are displayed in the personal account.

5.3. By the time of shipment from the Seller's warehouse, the shipped Goods must be paid by the Buyer in full. Unpaid Goods from the warehouse are not shipped.

5.4. Buyers can unite together within one client (Representative) to receive additional discounts - the goods are shipped only at the direction of the Representative, to the addresses specified by him. Mutual offsets within this group are carried out by the Buyers independently. Money can be credited to the Representative's account from various sources (specified by the Representative), provided that the Representative's logo is indicated in the purpose of the payment.

5.5. The Buyer has the right to make payments to the Seller from third parties, while the purpose of the payment or informing the Seller must indicate the logo of the Buyer. If a payment is received without indicating the Buyer's logo, the Seller has the right not to credit funds to the Buyer's balance until a clarifying letter is provided. Informing the Seller must be carried out through the form of the site.

5.6. The minimum shipment amount is \$500 USA.

5.7. All bank charges are paid by the Buyer. The amount credited to the Buyer's balance is reflected in the personal account.

## **6. Delivery conditions.**

6.1. The cost of the Goods is fixed at the time of placing the Order, includes discounts and the cost of delivery to the Buyer (according to the tariffs and delivery conditions of the carrier chosen by the Buyer), in addition, VAT, in cases established by law, is not included in the cost of the Goods, and is calculated, indicated in the documents on a separate line.

6.2. In case of violation of the terms of delivery by the Seller, the Buyer must put down a refusal to deliver on the Site for a specific part, otherwise the claim for the violated delivery time will not be accepted.

6.3. The methods of delivery of the Goods are indicated on the Site on the "Delivery" page.

6.4. The transfer of ownership of the Goods from the Seller to the Buyer occurs at the warehouse of a trusted carrier (predetermined by the Buyer) when the carrier signs the documents confirming the delivery of the Order, or upon receipt of the Goods by the Buyer or his representative in the emirates of Dubai and Sharjah. (depending on the conditions of work with the Buyer).

6.5. Delivery of the Goods to the Buyer is carried out through the carrier specified by the Buyer.

## **7. Storage of goods in the warehouse of the Seller.**

7.1. The goods are stored free of charge in the Seller's warehouse for up to 28 days. For further storage of the unpaid Goods, a fee of 0.1% per day of its unpaid value is charged.

7.2. If the Buyer refuses the Goods, before the expiration of the delivery period, a penalty is charged from the Buyer's balance in the amount of 100% of the value of the goods.

## **8. Settlement of disputes.**

8.1. All disputes are resolved through negotiations. The Seller is not liable for damage caused to the Buyer due to improper use of the Goods ordered on the Site.

8.2. Claims for the Goods are accepted on the Site and are resolved on an individual basis for each individual case. To file a claim, you must:

- our and original sticker
- photo details
- safe packaging
- photo of shipping box

8.3. In case of claims to the quality and completeness of the Goods, the Seller has the right to demand from the Buyer photo, video and other materials confirming the proper acceptance and use of the Goods.

## **9. Validity and change of conditions of the terms.**

9.1. The offer and any changes come into force from the moment of publication on the Internet at: <https://emexdwc.ae/Page.aspx?page=termsandconditions> and is valid until the Terms is withdrawn by the Seller.

The Seller:

**EMEX DWC LLC**, P.O. Box 16826, Logistic city, Plot FB-81

### **DISCOUNT SYSTEM**

#### **1. Conditions of provision and calculation**

1.1. On the first day of each month, the discount is calculated based on the maximum monthly Purchase Volume for the previous three calendar months.

1.2. Recalculation of conditions occurs automatically and is set at 00:01 on the first day of each month.

Table 1. Discount table

<b>Volume of orders per month, USD</b>	<b>Discount</b>
0 - 10,000	0% (the price corresponds to the guest entrance)
10,000 - 20,000	-1%
20,000 - 50,000	-2%
50,000 - 100,000	-3%
100,000 - 200,000	-4%
200,000 - 300,000	-5%
300,000 - 400,000	-6%
400,000 - 500,000	-7%
500,000 - 1 000 000	-8%
1 000 000 +	-9%