

Standard Terms and Conditions of Sale

Scope

These General Conditions of Sale and Terms of Delivery shall apply in the absence of expressed written agreement to the contrary between Buyer and Vendor (ikonhouse).

Delivery

If no special installation terms agreed between the Buyer and Vendor during the sale, the following standard installation terms are applicable –

The delivery is scheduled during standard business days and working hours (i.e., from 9:30am to 6:30pm, Monday to Friday). Any specific delivery request beyond the specified day & times would be charged additional.

The mobilization is based on a single mobilization of the delivery team and no partial deliveries are acceptable. Any multiple visits necessary for the delivery beyond the agreed terms would be charged additional.

Installation of delivered items is not included. Installation guidance or support shall be provided if requested during standard business days and working hours.

Delivery note at the site should be countersigned by relevant storage / site in-charge after crosschecking quantities as per BOQ.

Delivery clauses

The delivery timelines are mentioned in the sales invoice and applicable from the date of receiving the payment and signoff on the product specifications. Any agreed terms of delivery shall be construed in accordance with the Incoterms applying at the time of conclusion of the contract.

Delays by Supplier

If the Vendor becomes aware that they will be unable to meet the stipulated time of delivery, any delay from the supplier, delays due to the logistics vendor is likely to occur, they shall without undue delay notify the Buyer there of stating the cause of the delay and, wherever possible, the time when delivery is likely to take place. Where a delay in delivery is due to any of the circumstances set forth in section hereof ("force majeure") or to acts of omissions on the part of the Buyer, the time of delivery shall be postponed to such an extent as is deemed to be reasonable, having regard to the circumstances. This provision shall apply whether the cause of delay occurs before or after the end of stipulated time of delivery. The Buyer shall not be entitled to cancel the contract owing to delays in delivery attributable to the Vendor except where such delay exceeds 90 days from the mentioned delivery date. The Buyer shall not be able to claim any type of compensation owing to delays on the part of the Vendor.

Delays by Buyer

If the Buyer becomes aware that he will not be able to take delivery of the goods by the stipulated date - or if a delay on his part is likely to occur - he shall forthwith notify the Vendor in writing, stating the cause of delay and, wherever possible, the time when receipt is likely to take place. Notwithstanding that the Buyer fails to take delivery of the goods at the stipulated time, he shall make any payment contingent upon delivery as if delivery of the relevant goods had taken place. The Vendor shall have the right to call upon the Buyer in writing to take delivery of the goods within a time-limit of fifteen (15) days. The vendor also has a right to claim the storage charges if the buyer is unable to collect within the 15 days' notice provided. Additional storage charges are calculated as AED 250 per cbm per month.

Payment

Unless otherwise agreed, the purchase sum shall be payable in Cheque / Bank transfer as per the agreed terms & conditions during the sale. Where the Buyer fails to effect payment punctually, the Vendor shall be entitled to demand penal interest as from the due date at the rate of 1.5% per month or part thereof.

Ownership reservation (Retention of title)

The goods sold shall remain the Vendor's property until payment has been made in full.

Product Warranty

As per the applicable warranty terms and conditions of the respective manufacturers, it is the buyer's responsibility to read and understand fully the warranty terms.

Defects

The Vendor agrees to make good all such defects as are the result of faulty design, material, or workmanship by carrying out repairs or replacement of the goods in accordance with the following paragraphs, but the Vendor shall incur no liability to pay compensation as a result of such manufacturing defects from the supplier. The Buyer shall notify the supplier in writing of any damage to the delivered boxes within 5 days of handover.

Force majeure

The following circumstances with the Vendor shall give rise to exemption from liability if they prevent the performance of the contract or render such performance unreasonably onerous: Labor conflicts and any other circumstance beyond the control of the Vendor, such as but not limited to fire, war, mobilization or unforeseen military call-ups of a corresponding scale, requisitioning, seizure, foreign exchange restrictions, insurrection and civil unrest, lack of transportation except where such lack was foreseeable by the Vendor, general scarcity of goods, and defects in or delays of deliveries from sub-suppliers due to any of the factors set forth in this paragraph. Circumstances of the type mentioned above, which had occurred prior to the conclusion of this agreement, shall exempt the vendor from liability only where their influence on the performance of the contract could not be foreseen by the Vendor at the time when the contract was made. Where the Vendor intends to invoke any exemption-from-liability grounds set forth in this Article, he shall without undue delay notify the Buyer in writing of such grounds. Notwithstanding any stipulation in these Conditions of Sale and Terms of Delivery, either of the parties may cancel the agreement by notice in writing to the other party where the performance of agreement is prevented for more than six (6) months by one of the events set forth in this Article.

Order Cancellations

Once the buyer confirms the order specifications and paid the advance payment / invoice payment, the following cancellation terms are applied –

For any made-to-order products - No cancellation is allowed after signing the technical specifications and payments.

Special products and/or changes to standard models (special color or manufacture) cannot be cancelled or modified for any reason whatsoever.

For items in stock -

Within 3 working days – cancellation fee is limited to the bank and credit card fee; refund amount will be provided as store credit and the value will be NET amount after deducting bank / credit card fee paid on the invoice amount.

Within 5 working days – 15% of the value of the order will be charged as cancellation fee from the invoice value in addition to the deduction of any bank / credit card fee paid. The NET amount will be calculated and issued as store credit.

After 5 working days – no cancellation is possible, and no refund is guaranteed.

Disputes

All and any disputes arising out of or in connection with this contract shall be settled according to Dubai (UAE) law. Any legal action shall be instituted at the Vendor's or Buyer's venue, at the Vendor's option.