

# Online Purchase Terms

## 1. Acceptance of Terms

This site ("**site**") is owned and operated by EMEX DWC LLC as Online Auto Parts store ("**we**", "**us**"). These terms and conditions apply to your use of this site. In particular, by signing up as a registered user, or making any purchase on this site, you ("**you**") agree to the following terms and our privacy policy.

Registering on the Site, you agree to:

- comply with this agreement; and
- comply with our privacy policy and any other user policy we publish on the Site from time to time; and
- use the Site in good faith.
- warrant that the information you have supplied to us is correct and current, and that you are over 18 years of age.
- not scrape information from the Site for commercial purposes without our written consent.

## 2. Product Information

### 2.1 Accuracy

We endeavor to ensure that Product descriptions and specifications on the Site are accurate. However, Product descriptions and specifications on the site are based on information provided by manufacturers and suppliers, and we do not guarantee that the Site is accurate or free from errors or omissions. We reserve the right to make any necessary corrections.

### 2.2 Availability

- a) Products are generally noted on the Site as being available, having limited availability or being out of stock.
- b) While Product availability information is updated at frequent intervals, we sell high volumes of stock and cannot guarantee availability. If your Order contains a Product is not available for immediate dispatch, we will be cancelling your Order, or deleting that Product from the Order, in which case we will refund you for the price you paid for the cancelled Products.

## 2.3 Images

We display some images of the Products on the Site, some of which have been provided by manufacturers or suppliers. These images are for illustrative purposes only and do not form part of the description of the Product. The images are not of the actual unit of Product that will be dispatched to you. There may be minor differences in packaging on some Products. Please be aware that colors appear differently on different monitors.

## 2.4 Pricing

You acknowledge that despite our reasonable precautions, prices of the listed Product/s may be changed. In such circumstances, we reserve the right to cancel and refund your Order, even if your Order has been paid for and previously accepted by us. We will contact you as soon as possible. We reserve this right up until we deliver the Product.

# 3. Purchases

## 3.1 Setting up a registered user account

- a) To be able to purchase spare parts in our online store, you must register and provide your user profile on our Site. This procedure can be done at any time and free of charge. Becoming a registered user means that you can access complete functionality on the Site, such as storing your contact details, and details of multiple vehicles, to make it faster to find and purchase parts.
- b) By registering as a user, you:
  - agree to keep your Site login id and password confidential and secure, and not disclose it to anyone;

- warrant that the data in your Profile:
  - is true and submitted in good faith;
  - is your own and not that of another person or business;
- if registering on behalf of a company, you represent and warrant that you are authorized to bind that company to these terms;
- - c) You can manage your account preferences on the Site at any time and free of charge.
  - d) If you subscribe to our mailing list, we may send you information and special offers from our store and affiliates. You can unsubscribe at any time and free of charge.

### 3.2. Items to order

- a) You acknowledge your complete responsibility for the proper selection of spaceports to order.
- b) We strongly recommend you to check the applicability of the parts to your vehicle with certified specialists.
- c) Laws and regulations differ in various jurisdictions, and we do not warrant that any Product is legal for use in your jurisdiction, or safe for use with your vehicle. You are responsible for ensuring that your use of the Product is appropriate and compatible with your vehicle or other equipment, and complies with all applicable laws and regulations in your jurisdiction.

### 3.3. Orders and Payments

- a) Your order is accepted by us when we process your payment, which results in a binding contract between you and us.

- b) Payment is made right on our web-site at the moment of placing the Order.
- c) Once the order is accepted by us, you will receive e-mails, confirming that each Product in your Order has been paid for and dispatched ( **Confirmation of Payment and Dispatch**).

### 3.4. Cancelling an order

- a) You cannot cancel orders once the Product has been dispatched.
- b) To cancel an order you must cancel it on our website, important - we can accept the cancellation if the order still not invoiced by our vendor.
- c) If we accept the cancellation, we will issue a full refund of any payment you made for the Order, using the same method as your original payment.

### 3.5. Delivery

- a) All Products are dispatched from our warehouse or from our suppliers, and sent via various carriers.
- b) Orders being delivered to some countries may be subject to customs regulations or additional taxes such as import duty. We strongly recommend you to check local laws carefully before ordering as you may be liable for additional costs or delays.

- c) We will endeavor to dispatch all Orders within one business day where possible, once we have confirmed receipt of payment. However, all dispatch times and delivery times are estimates only. We are not liable for late delivery or mis-delivery caused by factors outside of our control.
- d) Items may be delivered to you in more than one shipment where they are fulfilled from different locations or directly from our suppliers.
- e) You may grant us or the courier an 'authority to leave' when placing your Order. If you do, you agree that this authority to leave gives the couriers we use permission to leave the Products unattended at the delivery address without obtaining a signature confirming delivery. Delivery is then deemed to be completed, and the Products are at your sole risk. Please note that despite having an authority to leave, our courier may at its discretion decide that it is not safe or appropriate to leave the Products unattended.
- f) We may not be able to deliver to some locations, and some Products are limited in delivery locations. If this is the case, we will inform you using the contact details that you provide to us when you make your Order and arrange for cancellation of the Order or delivery to an alternative delivery address.
- g) If a Product is returned to us marked 'Return to Sender' because you have supplied us with an incorrect address, or you have failed to collect the Product in a timely manner after being provided with a delivery slip, we will contact you to arrange for redelivery and we may require payment of applicable freight costs before attempting redelivery.

### 3.6. Returns, Exchange and Refund policy

- a) We accept returns of any Product within 30 days of purchase
- b) You can claim return and a Product to us if it's faulty, incorrectly described, not of acceptable quality or unsafe.
- c) If you return an item to us due to anything under clause 6(b), you may choose between an exchange, repair or refund.
- d) To request an exchange, repair or refund, email us at [sales@emexdwc.ae](mailto:sales@emexdwc.ae).

- e) We reserve our right to refuse your request if:
- the Product has been thrown away, destroyed, lost, or damaged through no fault of ours;
  - the Product has been misused, abused or subjected to neglect, improper or inadequate care, carelessness, damage or abnormal conditions;
  - the Product has been involved in any accident or damage caused by an incorrect attempt at modification or repair;
  - the Product has been dealt with or used contrary to our or the manufacturer's instructions for the Product;
  - the Product has been fitted improperly of by not authorized personnel.
- f) We reserve our right to ask you for any legal proofs of the cause to claim, such as photos, certificates of the Product faulty from an authorized service center.

### 3.7. Loss or damage in transit

- a) You should check the Product carefully for damage before signing the delivery docket. Once you have accepted delivery of the Product as being undamaged, you may not be able to make a claim for loss or damage in transit.
- b) To make a claim for loss or damage in transit you must email us at [sales@emexdwc.ae](mailto:sales@emexdwc.ae) as soon as you become aware that the Product may have been damaged or lost in transit. You will be asked to provide evidence of the damage (eg photos). We will ask our courier to investigate any lost items, and their records are prima facie evidence of delivery status.
- c) You authorize us to complete any forms or take any action necessary for lodging a claim with the relevant courier or insurance company to make a claim for compensation for loss or damage in transit.
- d) Once we have verified that the Product has been lost or damaged in transit, we may at our sole discretion:
- send you a replacement Product, at our cost; or
  - refund you for the price you paid for the Product.
- e) You must take care when opening the Product so as not to damage it, particularly when using any sharp instruments. We will not accept any claim for loss or damage in transit where the Product has been damaged by your own actions in opening the Product.

## 4. Support

If for any reason you are unable to operate on the Site successfully, have questions or need consultations, please contact our managers at [sales@emexdwc.ae](mailto:sales@emexdwc.ae).

