

Terms and Conditions

1. Definitions

1.1 GTC: General Terms and Conditions.

1.2 We: Super Acoustics Insulation (SAI)

1.3 Agreement: All agreements covering purchases, sales and/or contracting of work, or other types of agreement which we conclude with customers, and all consequent and/or related agreements and/or commitments.

1.4 Offer: Every offer which we make to a (potential) customer.

1.5 Customers: All parties which conclude agreement with us, within in meaning of Clause 1.3, or which receive an offer from us, within the meaning of Clause 1.4.

1.6 Days: all calendar days.

1.7 Complaints: All the customer's grievances concerning the quality or quantity of goods and services supplied.

2. Application

2.1 All agreements and offers we make between us and customers are subjected to these GTC

2.2 Regardless of the date of notification, agreements concluded with us and offers made by us shall not be governed by any other GTC, such as those of the customer, without our explicit consent, issued to the customer in writing.

2.3 The stipulations of these GTC shall not apply if and in as far as such is prohibited by statutory requirements. If a stipulation is nullified on these grounds in certain circumstances, the regulation which is most favorable to us shall apply and all other stipulations shall remain fully in force.

2.4 In all other cases, departures from these GTC are permissible only with written consent signed by both parties.

2.5 These GTC are also applicable to contracts with us for the implementation of which third parties must be involved.

2.6 If one or more provisions of these GTC are void or voidable, the other provisions of these GTC remain in effect. In this event, we and the customer will consult with each other to agree new provisions to replace the void or voided ones.

3. Offers / Conclusion

3.1 Our offers are made without obligation, unless a period of acceptance is stated in the offer. Any final term stipulated in an offer shall be binding on the customer only. We have the right to withdraw our offers within 2 days of receiving confirmation of acceptance.

3.2 If the acceptance departs from the offer made by us, whether or not on points of minor importance, then we are not bound by this. The Contract then does not come into being in accordance with this differing acceptance, unless we indicate otherwise.

3.3 Agreements shall also be deemed to have been concluded when we deliver goods in accordance with the accompanying forwarding documents / invoices.

3.4 We cannot be held to our offer if the customer, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the offer or an element thereof contains a manifest fault or clerical error.

4. Prices

4.1 Unless a fixed price is agreed, prices are as stated in our pricelist effective on the delivery date.

4.2 Our prices are stated exclusive of value added tax, other taxes and duties and of transport and insurance costs.

4.3 We have the right, within reason, to charge costs increases to the customer. Customers shall be notified of such increases in writing.

5. Delivery

5.1 Delivery takes place by giving the customer control over the goods.

5.2 The customer is obliged to accept the purchased goods at the moment they are available to him or when they be handed over to him.

5.3 If the customer refuses to accept the goods at the place of delivery or the customer is negligent in providing data or instructions, which are necessary for the delivery, the goods which were intended for the delivery will be stored at the risk and expense of the customer, after we inform the customer of this.

5.4 Following delivery, the customer shall bear the full risks for the delivered goods.

5.5 We have the right to select the means of transportation.

5.6 We have the right to make part-deliveries.

5.7 Unless we have explicitly agreed to a specific delivery date in writing, stated delivery dates can in no case be regarded as a strict deadline. In the event of late delivery, the customer is required to serve us with notice of default in writing, allowing us a reasonable period within which to fulfil our delivery commitments, during which neither the customer nor any third party has the right to claim any compensation for damages from us.

5.8 A notice of default is not necessary if the delivery has become permanently impossible, or it otherwise becomes apparent that we will not meet our obligations arising from the contract. If we do not deliver within this period, then the customer is entitled to terminate the Contract without judicial intervention and/or seeking compensation.

5.9 We are entitled to arrange for certain work to be carried out by third parties.

5.10 The customer will issue all information or instructions that are necessary for the delivery, or which the customer can be reasonably expected to understand are necessary for

implementation of the Contract, to us in a timely manner.

5.11 If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then we are entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the customer.

6. Security

6.1 We have the right at all times to require that the customer provide security for the fulfilment of the commitments. If a customer neglects or refuses to provide security within the period we determine, we have the right to suspend or terminate the agreement by means of written notification. If we have already delivered goods to the customer, the latter is required to return these to us within five days of the notification date. The customer is also required to compensate us for all damages which we suffer as a result of its neglect or refusal.

6.2 Termination and suspension will take place by means of a written declaration, without judicial intervention.

6.3 If the Contract is terminated, the customer's debts to us become immediately due and payable.

6.4 We reserve the right to claim compensation.

7. Payment and collection costs

7.1 Payments shall be made through:

- Credit card / Debit Card
- Bank transfer

7.2 Payments shall be made in the invoiced currency to our offices or to one of our bank accounts.

7.3 Payments shall first be applied to the settlement of costs, then to the settlement of interest and thereafter to the settlement of outstanding invoices, in chronological order, even if the customer states that its payment relates to other invoices and/or debts.

7.4 The customer is not authorized to deduct any amount from the payable amount by reason of a counterclaim made by the customer.

7.5 Objections to the level of the invoice do not have the effect of suspending the payment obligations.

7.6 A customer which fails to pay on time shall be in default, without notification thereof being required, and shall be liable to pay us interest at the rate of 2% of the invoice amount for each month or part of a month following the payment date.

7.7 If the customer is in default or in breach of the Contract in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the customer. The customer is in any event liable to pay the collection costs.

7.8 Any reasonable legal costs and execution costs incurred are also payable by the customer.

8. Reservation of ownership

8.1 All goods which we deliver to a customer shall remain our property until the customer has settled all our receivables under the purchasing / contracting agreements covering such goods and the work performed therefore, plus interest and costs, and any of our other receivables relating to such customer's failure to fulfil the agreement.

8.2 The customer shall become the owner of the goods only at such time as our ownership reservation lapses through settlement of all our receivables.

8.3 For as long as the ownership of the supplied items has not been transferred to the customer, the customer can't sell the product further as a business.

8.4 If the customer resells the goods, we have the right to require that the customer grant us non-possessory lien to its receivables from the buyer in respect of the sale.

9. Quality and complaints

9.1 For a period of no more than 6 months following the date of delivery, we guarantee the quality of the goods we deliver and the materials used therefore, provided the goods are used with care, in the normal way, in accordance with our instructions and for the purpose for which they are intended. The guarantee is not valid if we deliver goods of lower quality by explicit agreement.

9.2 Immediately on deliver, the customer shall count, measure, weigh and inspect the goods for visible defects, and for invisible ones which are easily detected, prior to storage or use. Once used goods are deemed to satisfy the terms of the agreement unless they prove to have invisible defect which cannot easily be detected.

9.3 Complaints concerning quantities, dimensions, weights, visible defects and easily detectable invisible defects must be submitted to us immediately if the nature of the goods allows and, in all other cases, in writing within 14 days of the delivery of the goods.

9.4 Customers must accept the usual 10% tolerances in our branch of industry regarding quantities, dimensions and weights.

9.5 In respect of our customers, we are required to repair, replace or refund the invoice value of goods which do not satisfy the standards described in Clause 9.1, providing that the customer conducts the checks and follows the complaints procedures described in Clauses 9.2, 9.3 and 9.4, thoroughly and in good time.

9.6 Goods may be returned to us only with our written consent, both to their return and to the method of dispatch. The customer continues to bear the risk of the goods.

9.7 Complaints shall in no event entitle the customer to suspend the payment commitments.

10. Limitation of liability / Product liability risk

10.1 We are only liable for direct damage that has arisen through willful recklessness or an intentional act or omission by us.

10.2 Our liability is excluded for indirect damage, including in any event consequential damage, loss of profit, lost savings and loss due to business interruption, or immaterial damage to the customer.

10.3 We are not liable for damage, of whatever nature, resulting from us basing our actions upon inaccurate and/or incomplete information provided by the customer, unless this inaccuracy or incompleteness ought to have been known to us.

10.4 We are not liable for mutilation, destruction, theft or loss of data or documents.

10.5 If we are liable for any damage, then our liability is limited to an amount equal to the amount stated in the invoice, or to the amount to which the insurance taken out by us gives entitlement, with the deduction of the policy excess borne by us under the terms of the insurance.

10.6 The limitations of the liabilities in this article will not apply if the damage is due to an intentional act or recklessness by us or due to our managing employee.

10.7 The customer indemnifies us against all third party claims for which we cannot be held liable under the foregoing.

11. Cancellation

11.1 In all cases in which we cancel an agreement with a customer by written notification, the customer is required to compensate us for all damages, costs and loss profit, and to return delivered goods to us. The customer continues to bear the risk of the goods until we have received and approved them. The commitment to pay compensation for damages and loss of profit shall not apply if we cancel an agreement in relation to shortcomings due to enduring circumstances for which we cannot be held responsible.

12. Infringement of third-party rights

12.1 Our customer shall guarantee that goods which we produce in accordance with instructions or drawings supplied by the customer, or with the aid of the customer's moulds or forms, shall not infringe on the intellectual property rights of third parties. A single instance of such infringement shall, in itself, afford us the right to rescind an agreement by written notification. The customer indemnifies us against all claims from third party rightful claimants in relation to such infringements.

13. Special goods

13.1 Unless explicitly agreed otherwise, we have the right to produce for third parties any special goods which we produce for a specific customer.

13.2 Samples of special goods must be inspected by the customer within 14 days of their dispatch by us. In the absence of notification of rejection within 14 days, the samples shall be deemed to have been approved.

13.3 Unless explicitly agreed otherwise, all models, moulds, samples, forms, drawings and all other equipment and instructions relating to the production of special goods are, and shall remain our property.

13.4 Moulds shall be replaced, repaired and maintained at the customer's expenses.

13.5 Drawings, know-how and designs which we make available to a customer may not be copied, disclosed or revealed to third parties without our written consent. They must be returned to us immediately after use. For each infringement of this Clause, the customer shall be liable to pay a fine of AED 200,000, payable immediately on demand, plus a further AED 20,000 for each day that such infringement continues.

13.6 We have the right to destroy moulds, regardless of whether these are owned by ourselves or by the customer, if they have not been used for five years. We shall notify the customer in writing, 3 months prior to the end of the 5-years period, of our intention to scrap a mould.

14. Privacy and cookies

14.1 We will store the details and information that the customer provides to us carefully and confidentially.

14.2 We may only use the personal details of the customer within the framework of the implementation of its obligation to supply, or of dealing with a complaint.

14.3 When visiting our website we can collect the information on the use of the website of the customer through cookies.

14.4 The information that we collect through cookies can be used for functional and analytical purposes.

14.5 We are not permitted to lend out, hire out or sell the personal details of the customer, or to publish them in any other manner.

14.6 If we are obliged to provide confidential information to third parties by virtue of a legal provision or court decision, and we cannot claim a legal right of immunity, or such a right recognized or permitted by the competent court in this respect, then we are not liable to pay compensation or grant indemnification. The customer is also not entitled to terminate the Contract by reason of any damage arising in this way.

14.7 The customer agrees that we may approach him or her for statistical or customer satisfaction research. If the customer does not wish to be approached for research, the customer may make this known.

14.8 We reserve the right to utilize the other details of the customer in anonymous form for (statistical) research and databases.

15. Applicable law, disputes

15.1 UAE law is exclusively applicable to all legal relationships to which we are a party. This also applies if an obligation is wholly or partly fulfilled outside of the UAE or if the customer has its place of business outside the UAE.

15.2 Disputes between us and the customer will only be submitted to the competent court in the UAE, unless the law mandatorily prescribes otherwise.

16. Place of execution

16.1 The execution of agreements is deemed to take place at the location at which we are established or at the address given by the customer.

17. Evidence

17.1 In the absence of comprehensive evidence to the contrary, our administrative records are decisive as regards the legitimate extent of the commitments of the parties to agreements concluded with us.

17.2 In the absence of comprehensive evidence to the contrary, the quantities, measures and weights stated in invoices, waybills and/or packer's numbers for transactions between us and our customers shall be deemed to be accurate.

18. Amendments

18.1 We have the right to amend these GTC. Amended stipulations shall take effect as of the date stated in the amendment resolution. Customers known to us at the time of an amendment shall be notified of such amendment in writing.

Privacy Statement

This privacy policy sets out how Super Acoustics Insulation (SAI) uses and protects any information that you give SAI when you use this website.

SAI is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.

SAI may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 1st January 2022.

What we collect

We may collect the following information:

- name
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to customer surveys and/or offers

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- Internal record keeping.
- We may use the information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customize the website according to your interests.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and

remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Controlling your personal information

You may choose to restrict the collection or use of your personal information in the following ways:

- whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes
- if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [info@super-acoustics.com]

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties which we think you may find interesting if you tell us that you wish this to happen.

Shipping Policy

Your order is shipped using third party logistics providers.

Shipping transit time to a location within UAE is up to 3 days.

Usually orders are shipped within 1 day of receiving the order.

Orders must be placed before 12 pm to be counted as placed during that business day.

Return & Refund Policy

Returns: You have 7 calendar days to return an item from the date you received it. To be eligible for a return, your item must be unused and in the same condition that you received it. Your item must be in the original packaging. Your item needs to have the receipt or proof of purchase.

Refunds: Once we receive your item, we will inspect it and notify you that we have received your returned item. We will immediately notify you on the status of your refund after inspecting the item. If your return is approved, we will initiate a refund to your credit card (or original method of payment). You will receive the credit within a certain amount of days, depending on your card issuer's policies.

Shipping: You will be responsible for paying for your own shipping costs for returning your item. Shipping costs are nonrefundable. If you receive a refund, the cost of return shipping will be deducted from your refund.

Contact us if you have any questions on how to return your item to us, contact us at info@super-acoustics.com