



GNDT

GLOBAL NON-DESTRUCTIVE TECHNOLOGIES

GNDT Heavy Equipment Trading LLC

General Terms and Conditions of Sale – 2026

Document No.: QMS-SALESGENTERMS-S007

Revision: REV12.0

1. INTERPRETATION

1.1

Clause headings are for convenience only and shall not affect interpretation.

1.2

Unless the context indicates otherwise:

1.2.1

Words importing:

- one gender include all genders;
- the singular include the plural and vice versa;
- a natural person include a legal entity and vice versa.

1.2.2 Definitions

1.2.2.1

“Applicable Law” means all applicable laws, regulations, directives, rules and governmental requirements in force within the United Arab Emirates and GCC region relating to the supply, sale, transport, export, import or use of the Goods.

1.2.2.2

“Customer” means the person, company or entity purchasing Goods or services from GNDT.



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1.2.2.3

“GNDT” means GNDT Heavy Equipment Trading LLC.

1.2.2.4

“Goods” means any products, equipment, consumables, software, services, calibration, training, repair work or related items supplied by GNDT.

1.2.2.5

“Quotation” means any quotation, proposal or commercial offer issued by GNDT.

1.2.2.6

“Warranty Period” means the applicable warranty period stated in GNDT’s quotation, invoice or product documentation.

1.3

Nothing in this Agreement shall exclude or limit any rights which may not lawfully be excluded under applicable UAE law.

2. APPLICATION OF TERMS

2.1

These Terms and Conditions shall apply to all quotations, sales, supplies, services and transactions between GNDT and the Customer.

2.2

These Terms and Conditions shall prevail over any terms contained in the Customer’s purchase order, procurement portal, acknowledgement or other documentation unless expressly agreed in writing by an authorised representative of GNDT.

2.3



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Any advice, recommendations, technical support or information supplied by GNDT is provided in good faith and subject to these Terms and Conditions.

3. ENTIRE AGREEMENT

3.1

These Terms and Conditions together with GNDT's quotation and invoice constitute the entire agreement between the parties.

3.2

No amendment, variation or waiver shall be binding unless agreed in writing by an authorised representative of GNDT.

3.3

No relaxation or indulgence granted by GNDT shall constitute a waiver of any rights.

3.4

GNDT shall not be bound by any representation, warranty or undertaking not expressly recorded in writing.

3.5

Only authorised representatives of GNDT may vary these Terms and Conditions.

3.6

Any terms and conditions contained in the Customer's purchase order, procurement portal, acknowledgment, or other document shall not apply unless expressly agreed to in writing by an authorised representative of GNDT.



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4. QUOTATIONS

4.1

Any quotation issued by GNDT constitutes an invitation to do business and not a binding offer.

4.2

Quotations are valid only for the period stated therein and may be withdrawn or amended at any time prior to acceptance.

4.3

A binding agreement only comes into existence once GNDT confirms acceptance of the order in writing or commences supply.

4.4

GNDT reserves the right to amend pricing due to exchange rate fluctuations, freight increases, customs duties, sanctions, supplier price increases or factors beyond GNDT's reasonable control.

5. ORDERS

5.1

Orders must be submitted in writing with sufficient information to enable processing.

5.2

Orders accepted by GNDT may not be cancelled or amended without GNDT's prior written approval.

5.3

The Customer shall remain liable for all costs, losses or expenses incurred by GNDT arising from cancellation or amendment of an order.



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5.4 Cancellation Charges

Upon issuance of a purchase order by the Customer and written order confirmation by GNDT, the order shall be deemed binding and non-cancellable unless otherwise agreed in writing by GNDT.

In the event of cancellation, postponement, suspension, reduction in scope, or refusal to accept delivery by the Customer, GNDT reserves the right to charge:

- a minimum cancellation fee equal to 25% of the total order value; or
- all actual costs, losses, supplier charges, production costs, freight costs, exchange rate losses, restocking charges, and administrative costs incurred by GNDT,

whichever amount is greater.

Where Goods are specially manufactured, configured, imported, customized, or allocated specifically for the Customer, the Customer may remain liable for the full order value.

6. PRICES

6.1

Prices are based on rates applicable at the quotation date.

6.2

All prices are exclusive of VAT and any applicable taxes unless otherwise stated.

6.3

The Customer shall be responsible for all applicable taxes, duties, customs charges, regulatory charges and government levies.

6.4

Additional costs arising from Customer delays, specification changes or suspension of work shall be for the Customer's account.



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7. PAYMENT

7.1

GNDT may grant or withdraw credit facilities at its sole discretion.

7.2

Unless otherwise agreed in writing, payment terms are strictly 30 days from statement date.

7.3

Interest shall accrue on overdue amounts at the UAE Central Bank base rate plus 2% per annum.

7.4

The Customer shall not withhold payment or set off any amounts allegedly due by GNDT.

7.5

GNDT reserves the right to suspend deliveries, warranty obligations, technical support, calibration services, training, repairs, software activation, certification release, or any ongoing work where any account remains overdue.

7.6

Payments shall be made free of deduction, withholding or bank charges.

7.7

GNDT reserves the right to revise pricing due to exchange rate fluctuations, freight increases, customs duties, sanctions or supplier price changes.

8. RISK



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8.1

Risk in the Goods shall pass in accordance with the applicable Incoterms® 2020 stated in the quotation or invoice.

8.2

If no Incoterms® are stated, EXW GNDT Dubai shall apply.

8.3

GNDT shall not be liable for theft, loss or damage to Customer equipment left on GNDT premises.

9. REPAIRS

9.1

Repair timelines provided by GNDT are estimates only.

9.2

Equipment not collected within 90 days after notification may incur storage charges.

9.3

GNDT reserves the right, subject to applicable law, to dispose of uncollected equipment to recover outstanding costs.

10. IMPORTED GOODS

10.1



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Supply of imported Goods remains subject to supplier availability, import permits, customs clearance and shipping availability.

11. DELIVERY AND RETURNS

11.1

Delivery dates are estimates only and shall not be binding.

11.2

GNDT shall not be liable for delivery delays caused by suppliers, logistics providers, customs authorities, regulatory authorities or force majeure events.

11.3

GNDT may withhold further deliveries where previous invoices remain unpaid.

11.4 DELIVERY INSPECTION, ACCEPTANCE AND CLAIMS

11.4.1

The Customer shall inspect all Goods immediately upon delivery, collection, or handover and prior to use, installation, onward transportation, or commissioning.

11.4.2

The Customer shall ensure that any shortages, defects, transit damage or discrepancies are recorded on the delivery documentation at the time of delivery.

11.4.3

Signature of any delivery document without written qualification shall constitute prima facie proof that the Goods were received in good order and condition.

11.4.4



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No claim shall be valid unless GNDT receives written notification within 7 calendar days together with supporting evidence.

11.4.5

Any claim submitted outside the above period shall be deemed invalid.

11.4.6

Use, installation, modification or commissioning of the Goods constitutes unconditional acceptance.

11.4.7

Goods may not be returned without prior written approval and issuance of a valid RMA number by GNDT.

11.4.8

GNDT shall not be liable for loss, theft or damage occurring after transfer of risk.

11.4.9

The Customer bears the burden of proving any alleged defect, shortage or non-conformance.

11.4.10

GNDT shall not be liable for indirect, consequential, operational, project delay, downtime, reputational or loss of profit damages.

11.5

Special-order or non-stock items may not be returned unless otherwise agreed in writing.

11.6

Returned Goods approved by GNDT may be subject to inspection, refurbishment costs and a restocking fee.

11.7



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GNDT reserves the right to reject returns of:

- radioactive sources;
 - radiographic film;
 - chemicals;
 - expired consumables;
 - damaged or used Goods;
 - specially manufactured Goods.
-

12. ONLINE PORTAL

12.1

GNDT may provide access to online systems for tracking repairs, orders, calibrations and documentation.

12.2

GNDT does not guarantee uninterrupted availability or error-free operation of such systems.

13. WARRANTIES

13.1

Unless otherwise stated, new Goods supplied by GNDT carry a 12-month warranty from date of purchase.

13.2

Warranty obligations are limited to repair, replacement or correction at GNDT's sole discretion.

13.3

Warranty claims must be submitted in writing together with supporting documentation.



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13.4

Warranty shall not apply where defects arise from:

- misuse;
- improper installation;
- environmental conditions;
- power fluctuations;
- unauthorised modification;
- unauthorised repair;
- negligence;
- improper storage;
- incorrect operation.

13.5

Manufacturer warranties remain subject to original manufacturer terms and approvals.

13.6

Calibration certificates, reports, software and digital outputs are issued based on information available at the time of issue and do not constitute guarantees of suitability for every application.

13.7

Warranty becomes void where Goods are modified or serviced by non-authorized personnel.

13.8

Collection of equipment before completion of repair, calibration or quality control automatically voids warranty.

13.9

GNDT shall not be liable for any indirect or consequential losses arising from use of the Goods.



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14. IMPORTS, EXPORTS AND SANCTIONS COMPLIANCE

14.1

GNDT's obligations remain subject to availability of permits, shipping approvals, customs clearance and regulatory approvals.

14.2

The Customer warrants compliance with all applicable export control laws, sanctions regulations and trade restrictions.

14.3

GNDT reserves the right to suspend or cancel transactions where compliance concerns arise.

14.4

Where Goods include regulated, radioactive, radiographic, hazardous or licensed materials or equipment, the Customer shall remain solely responsible for all licences, permits, transport approvals, radiation safety obligations and regulatory compliance after transfer of risk.

15. OWNERSHIP

15.1

Ownership of the Goods shall remain vested in GNDT until full payment has been received.

15.2

GNDT reserves the right, where permitted by law, to repossess unpaid Goods without prejudice to any other rights.





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16. DOCUMENTATION

16.1

All specifications, brochures, drawings and technical information are approximate unless expressly confirmed in writing.

16.2

GNDT shall not be liable for minor discrepancies in documentation.

17. INSURANCE

17.1

GNDT may require the Customer to insure Goods until full payment has been received.

17.2

Insurance policies may be required to note GNDT's interest.

18. BREACH

18.1

If the Customer breaches this Agreement or fails to make payment when due, GNDT may:

- suspend performance;
- accelerate outstanding amounts;
- cancel orders;
- repossess Goods;
- institute legal proceedings.



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18.2

GNDT shall not be obliged to continue supply while any account remains overdue.

18.3

A certificate signed by an authorised GNDT representative confirming indebtedness shall constitute prima facie proof of the amount due.

18.4 GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates and the applicable laws of the Emirate of Dubai.

The Courts of Dubai shall have exclusive jurisdiction regarding disputes arising from this Agreement.

GNDT reserves the right to institute proceedings in any other competent jurisdiction where the Customer conducts business or holds assets.

19. NOTICES AND ELECTRONIC COMMUNICATIONS

19.1

All notices shall be sent by email, courier or other recognised electronic communication method.

19.2

Communications transmitted electronically shall constitute valid and binding communication between the parties.

19.3

The Customer is responsible for ensuring that contact information provided to GNDT remains accurate.



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20. ASSIGNMENT

20.1

The Customer may not assign or transfer any rights or obligations without GNDT's prior written approval.

21. SECURITY

21.1

GNDT may require advance payment, guarantees, security or letters of credit before proceeding with supply.

21.2

Failure to provide requested security entitles GNDT to suspend or cancel supply.

22. COSTS

22.1

The Customer shall be liable for all legal, collection and recovery costs incurred by GNDT relating to overdue accounts or enforcement of rights.

23. LIMITATION OF LIABILITY

23.1



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To the maximum extent permitted under applicable law, GNDT shall not be liable for any indirect, consequential, commercial, operational or loss of profit damages.

23.2

GNDT's total liability arising from any transaction shall not exceed the invoice value of the relevant Goods or services.

24. FORCE MAJEURE

24.1

GNDT shall not be liable for delays or failures caused by events beyond its reasonable control including:

- supplier delays;
- shipping delays;
- customs holds;
- sanctions;
- war;
- civil unrest;
- pandemics;
- strikes;
- government restrictions;
- power outages;
- natural disasters.

25. SEVERABILITY

25.1

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.



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26. CONFIDENTIALITY

26.1

Technical information, reports, calibration data, pricing and project information supplied by GNDT shall remain confidential unless disclosure is required by law.

27. ACCEPTANCE

27.1

Placement of an order, acceptance of delivery, payment against invoice, or engagement of GNDT services constitutes acceptance of these Terms and Conditions.

Controlled Document – GNDT Internal QMS
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