

Agreement for Purchase of Goods

This Agreement (“Agreement”) is made between the Buyer and the Seller under the framework of the online platform b2bpartshub.com, operated by the following entities:

1. Seller Entities:

- B2B Partshub OÜ registered at Harju maakond, Tallinn, Lasnamäe linnaosa, Ruunaoja tn 3, 11415 (for orders handled from Estonia)
- Ajalty Auto Parts Trading LLC registered at Shams Business Center, Sharjah Media City Free Zone, Al Messaned, Sharjah, UAE, P.O. Box 38777 (for orders handled from the UAE)

1. Registration and Account Security ?

1.1 The Buyer agrees to create and maintain an account on the Site to facilitate purchases.

1.2 The Buyer is solely responsible for securing their login credentials and must refrain from disclosing them to any third party.

1.3 Should the Buyer suspect any compromise to their account security, they must promptly notify the Seller and change their password.

2. Pricing and Discounts

2.1 The Seller will provide a clearly defined pricing list, distinguishing between orders fulfilled by the Estonian entity and those by the UAE entity.

2.2 The Buyer is entitled to discounts based on the total value of their orders, with priciest lists subject to minimum order quantities (MOQ) unless otherwise specified.

3. Payment Terms

3.1 30% prepayment is required to confirm the order. This amount must be received in the Seller's account prior to order processing.

3.2 The balance is due once the order is ready for shipment, based on the packing list and invoice. The total amount due may vary according to the items fulfilled.

3.3 The Seller will not ship any goods until full payment has been verified.

3.4 Any additional shipping services requested through the Seller’s logistics partners must be prepaid by the Buyer.

3.5 Payments from third parties are permissible, provided they include the Buyer’s identifying code; otherwise, funds may not be credited until verified.

3.6 Transactions involving goods from Estonia will be conducted in EUR, while those involving goods from the UAE will be processed in AED or USD.

4. Delivery and Transfer of Ownership

- 4.1 The total price of goods includes delivery fees, applicable tariffs, taxes, and any conditions determined by the Buyer as per Incoterms.
- 4.2 Delivery options are detailed on the Site's "Delivery" page.
- 4.3 Ownership of the goods will transfer to the Buyer upon signing delivery documentation at the designated carrier's warehouse or upon receipt of the goods.
- 4.4 For goods shipped within the EU, the Seller will engage designated shipping partners to ensure compliance with zero VAT trade regulations.

5. Demurrage and Grace Period

- 5.1 In cases of unpaid goods, demurrage charges will accrue at a rate of 0.1% per day after a grace period of 14 days from the issuance of the packing list and invoice.

6. Claims and Dispute Resolution

- 6.1 All claims related to the goods must be submitted through the Site.
- 6.2 Disputes shall first be resolved through mediation and negotiation. If these efforts fail, arbitration will take place in Dubai. Claims must be substantiated with photographic evidence of labels, packaging, and cartons.
- 6.3 The Seller retains the right to request photographic or video documentation to validate claims regarding the quality and completeness of goods.

7. Liability and Indemnification

- 7.1 The Seller shall not be liable for any direct, indirect, incidental, or consequential damages resulting from the use or inability to use the purchased goods, including delays due to unforeseen circumstances.
- 7.2 The Buyer agrees to indemnify, defend, and hold harmless the Seller, its affiliates, and their respective officers, directors, and employees against any claims, damages, losses, liabilities, costs, or expenses (including reasonable attorneys' fees) arising from the Buyer's use of goods or any breach of this Agreement.

8. Force Majeure

- 8.1 In the event of unforeseen circumstances that hinder the Seller's ability to fulfill orders, the Buyer will be promptly informed. The Seller will take corrective action but will not be liable for any consequential damages resulting from such delays.

9. Order Termination and Cancellation

- 9.1 Once an order has been confirmed, it cannot be terminated or canceled in whole or in part, except in cases where the Buyer specifies a backorder cancel mechanism on Indent orders. Such a mechanism must be mutually accepted by the Seller prior to order confirmation. In circumstances where the backorder cancel mechanism is established, the Buyer is entitled to collect the first available batch

10. Customs and Duties

10.1 The responsibility for customs duties and fees in the destination country lies with the Buyer. Arrangements may be made through the Seller's shipping provider, and such agreements shall form part of the specific order's Incoterms.

11. Validity of Terms

11.1 All offers and any modifications to this Agreement shall take effect upon publication at the specified link on the Site which can be accessed and viewed from the homepage at b2bparthub.com under Terms & Conditions