



# Alumill Tech Gulf LLC

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No.	
Date.	

## CREDIT APPLICATION FORM

### A). COMPANY DETAILS

NAME : ..... ADDRESS : ..... ..... TEL NO : ..... FAX NO. : ..... EMAIL ID : ..... NATURE OF BUSINESS : .....
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### B). OWNER / MANAGEMENT DETAILS

NAME OF OWNER(S) ( In Full ) : ..... LOCAL SPONSOR : ..... OTHER DIRECTORS (If Any) : .....
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### C). OTHER COMPANIES UNDER THE SAME MANAGEMENT:

NAME & ADDRESS : ..... ..... ..... NAME & ADDRESS : ..... ..... .....
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### D). SUPPLIERS:

LIST OF MAJOR SUPPLIERS: 1)..... 2).....
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**E). LEGALITIES**

TRADE LICENCE NO. : .....	VALID UP TO .....
CHAMBER OF COMMERCE REGN: .....	VALID UP TO.....

**F). AUTHORISED SIGNATORIES.**

CATOGERY	NAME	SIGNATURE
FOR PURCHASE ORDERS :		
FOR PAYMENTS : (Cheque Signing Authority)		
FOR DELIVERY :		

**G). BANK DETAILS:**

BANK DETAILS : .....
NATURE OF ACCOUNT : .....
ACCOUNT No. : .....

**H). TRADE REFERENCES:**

1)
2)
3)

**I). CREDIT FACILITY REQUESTED**

CREDIT LIMIT REQUESTED : .....
( Amount In Figures & Words)
CREDIT PERIOD : .....

**J). UNDERTAKING:**

In consideration of the credit account being granted by Alumill Tech Gulf LLC, I / We guarantee payment as per agreed credit terms and conditions. In case of failure / delay to settle the account, we allow you charge interest of 2%per month on the outstanding amount till the date of settlement. I/We unconditionally authorize Alumill Tech Gulf LLC to discontinue delivery to us for breach of the agreed credit terms & conditions and will indemnify Alumill Tech Gulf LLC for any loss incurred on this account and / or authorized Alumill Tech Gulf LLC to initiate legal action. We have also read & agree to general conditions of sale & delivery given overleaf.

Signature Of Director / Owner.

Name :

Designation :

Date :

Company Seal.



# GENERAL CONDITIONS OF SALE AND DELIVERY

## 1-GENERAL:

Only these general conditions of sale and delivery are applicable to all deliveries and other matters relating to mutually signed and agreed order acceptance this quotation or transaction unless other conditions have been expressly agreed in writing between the seller and the buyer. No conditions of the purchase of buyer shall be binding on the seller whether or not they have been objected to by the seller or be deemed to be implied or incorporated herein unless expressly accepted in writing by the seller. Subject to any written provision to the contrary contained in these general conditions of sale and delivery laws & regulations prevailing in the United Arab Emirates shall apply and govern all matters relating to this transaction. The act of taking delivery of the goods ordered by the buyer shall be deemed to be the acceptance of these general conditions of sale and delivery by the buyer.

## 2-ORDERS:

All orders are to be treated as binding only when the seller thereof has confirmed the acceptance in writing vide a order equitence / representative duly signed by the authorized signatory. Any oral arrangements and variations in order placed are only binding when confirmed in writing by the seller. After the dispatch of the written acceptance by the seller any order can only be cancelled or altered at the discretion of the seller whose decision shall be communicated in writing to and be binding upon the buyer. Any cost incurred by the seller in respect of preparatory work modification or alteration or arising from any cancellation shall be charged to the buyer's account save only any modifications or alterations which may become necessary as a result of an obviously incorrect acceptance of an order provided that the inaccuracy shall be communicated in writing by the buyer to the seller immediately on receipt of the acceptance of the order.

## 3-PRICES:

The prices don't include any taxes, tariffs, duties or fees of any kind unless expressly stated in the order acceptance. prices fixed in a currency other than UAE DHS are based in the official currency exchange as determined by the UAE monetary agency on the day dispatch of the quotation. in the event of fluctuation in the exchange rate or changes in the currency in which payment is to be made in relation to the UAE DHS, the seller has the right at any time prior to the arrival of the goods at the buyer's premises to cancel the delivery contract unilaterally without being under any liability to the buyer for damages, specific performance of the contract or otherwise unless the buyer agrees verbally or in writing take over in full and indemnify the seller in respect of all losses incurred after the acceptance of orders shall be charged to the buyer's account even if the seller is responsible. Reduction shall be credited to the customer's account.

## 4-PACKING:

Unless mutually agreed between the buyer & seller, the standard packaging methods of the seller will only be provided.

## 5-DELIVERY:

Delivered weight of each item to be considered complete within plus or minus 10% of ordered weight. Unless otherwise stated in mutually agreed sales order all orders are under buyer's risk and cost for all deliveries ex-works from ALUMILL TECH GULF LLC.

## 6-DELIVERY TIME:

The delivery date indicated by the seller is approximate only and is not binding on the seller. The failure of the seller to comply with such date shall not give any rights or remedies to the buyer and shall not annul the transaction or render it void or void able. Unless otherwise agreed, expressly or implicitly the goods have to be received by the buyer immediately following notification that the goods are ready for dispatch. If the buyer defaults or refuses to receive the goods as agreed between him and the seller, the later has the right to terminate transaction without giving prior notice to the buyer and to have unrestricted rights of disposal of goods without prejudice to his right and remedy or compensation.

## 7-FORCE-MAJEURE:

In the event of any of the circumstances herein after mentioned arising whether, they occur at the premises of the seller or his sub-contractor's the seller shall have the right to terminate the transaction. The buyer shall not have any claim, arising directly or indirectly from such cancellation of damages, specific performance or otherwise Cases of Force-Majeure (for e.g. and without limiting the generally thereof) mobilization, act of war sabotage, official decrees, shortage or non-available of materials, fire, storm, tempest, floods and other elemental phenomena, as well as all unforeseen interruption in production whether they occur at the premises of the seller or of his sub-contract's difficulties and delay's transport or in access to means of transport traffic interruption.

## 8-TERMS OF PAYMENT:

The terms of payment shall be as laid by the seller. Transfer fees shall be charged to the buyer's account. If payment is delayed interest shall be charged at rates applicable in the buyer's country. The payment of overdue accounts shall not be with held for any reason nor shall any retention be made. If the buyer does not adhere to the terms of payment laid down by the seller or shall become insolvent or go into liquidation, all balances owing to the seller shall immediately become due to the seller and be recoverable by action irrespective of any other agreed terms of payment. If the buyer defaults with any payment, the seller may forthwith terminate the transaction without given prior notice to the buyer but without prejudice to all rights and remedies of the seller hereunder and the buyer shall recompense the seller in full for all damages and losses incurred by the seller as a result. Also the seller has the right to cancel without notice all orders already confirmed to the buyer, which have not been prejudice as aforesaid.

## 9-TOLERANCE ON QUANTITY / WEIGHT:

Tolerance will be as stated in seller's. The order acceptance is always to be considered as an approximation only. A plus or minus tolerance of 10% is permissible weight / valve (mutually agreed acceptance).

## 10-DIMENSIONAL TOLERANCES:

The general description of products unless otherwise stated are observed to meet the requirements of international standards of BS 1474 or as referred to in our official catalogue(s)/drawing(s).

## 11-ANALYSIS:

In general the analysis and analysis methods of the seller are applicable. If their accuracy is contested an arbitration analysis will have to be carried out by an authority mutually to be appointed.

## 12-TIME LIMIT FOR COMPLAINTS:

Complaints regarding weight or quality or suitability of goods can be considered only if brought to the seller's notice in writing within 15 days after receipt of the goods.

## 13-LIABILITY OF THE SELLER:

In the event of justified complaints or rejections of goods the liability of the seller is expressly limited to replacing the rejected and or faulty goods free of charge to the buyer and no further or otherwise. The buyer shall have no other claim or right to claim against the seller for compensation, loss or damage whether rising directly or indirectly (including consequential loss or loss of profit) or any costs or expenses incurred by the buyer.

The buyer is not entitled to withhold making payment in manner herein contained in respect or rejected or faulty goods. The faulty or rejected goods, which are replaced, shall be the property of the seller. The buyer acknowledges that there is no liability on the part of the seller based on information taken from catalogues or other literature or given by employees or agents of the seller and that the buyer has not been induced to any transaction with the seller as a result of such literature or any statements made by employees or agents of the seller.

## 14-PLACE OF PERFORMANCE AND PLACE OF JURISDICTION:

In all matters touching or concerning the rights and duties of the parties for this transaction in every respect the place of performance and jurisdiction shall be that asper the Law prevailing in UAE and this is an essential condition of this transaction binding on the buyer.

**CUSTOMER EVALUATION FORM**

No.	
Date.	

1. NAME OF CUSTOMER : .....

2. LOCATION / ADDRESS : .....

3. NAME OF THE OWNER : .....

4. NAME OF THE SIGNATORY : .....

5. CAPITAL INVESTMENT : .....

6. LIST OF MAJOR PROJECTS EXECUTED :

	<u>PROJECT DETAILS</u>	<u>APPROXIMATE VALUE</u>	<u>PROJECT DETAILS</u>
A)	.....		.....
B)	.....		.....
C)	.....		.....
D)	.....		.....
E)	.....		.....

(ATTACH SEPERATE SHEET IF NEEDED)

7. MAJOR PROJECTS ON HAND

	<u>PROJECT DETAILS</u>	<u>APPROXIMATE VALUE</u>	<u>PROJECT DETAILS</u>
A)	.....		.....
B)	.....		.....
C)	.....		.....
D)	.....		.....
E)	.....		.....

(ATTACH SEPERATE SHEET IF NEEDED)

8. SIZE OF THE FACTORY

<input type="checkbox"/> BELOW AVERAGE	<input type="checkbox"/> AVERAGE	<input type="checkbox"/> MAJOR
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9. EXPECTROL VOLUME OF BASIS / MON : .....

10. NUMBER OF EMPLOYEES : .....

<input type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> UNDER PROCESSING
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11. NATURE OF BUSINESS : .....

12. ISO CERTIFIED :

13. TOTAL CAPITAL OF THE SET UP : .....

(APPROX.)

14. CUSTOMER EVALUATION BY SALES EXECUTIVE	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C
15. CUSTOMER EVALUATION BY SALES MANAGER	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C
16. CUSTOMER EVALUATION BY C.O.O. / HEAD OF SALES	<input type="checkbox"/> A	<input type="checkbox"/> B	<input type="checkbox"/> C

**INCREASE / DECREASE ON CREDIT FACILITY ASSESSMENT FORM  
JUSTIFICATION FOR FIRST AMENDMENT**

No.	
Date.	

**CUSTOMER :**

**SALES EXECUTIVE :**

1. SALES EXECUTIVE'S / SALES MANAGER'S COMMENT :

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**DATE :**

**SIGNATURE :**

2. HEAD OF DEPT. COMMENT :

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**DATE :**

**SIGNATURE :**

3. FC. COMMENT

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**DATE :**

**SIGNATURE :**

**INCREASE / DECREASE ON CREDIT FACILITY ASSESSMENT FORM  
JUSTIFICATION FOR SECOND AMENDMENT**

No.	
Date.	

**CUSTOMER :**

**SALES EXECUTIVE :**

**1. SALES EXECUTIVE'S / SALES MANAGER'S COMMENT :**

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**DATE :**

**SIGNATURE :**

**2. HEAD OF DEPT. COMMENT :**

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**DATE :**

**SIGNATURE :**

**3. FC'S COMMENT :**

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**DATE :**

**SIGNATURE :**

## FIRST AMENDMENT

No.	
Date.	

PRESENT FACILITY

IN TERMS OF DAYS .....

IN AED .....

ADDITIONAL FACILITY REQUESTED .....

IN TERMS OF DAYS .....

IN AED .....

CUSTOMER RATING .....

REASON FOR INCREASE IN FACILITY .....

TOTAL .....

RECOMMENDED BY  
SALES MANAGER / SALES

AGREED BY  
HEAD OF SALES EXECUTIVE

ACCEPTED BY  
FINANCE DEPT.

APPROVED BY  
MD

## SECOND AMENDMENT

No.	
Date.	

PRESENT FACILITY

IN TERMS OF DAYS .....

IN AED .....

ADDITIONAL FACILITY REQUESTED .....

IN TERMS OF DAYS .....

IN AED .....

CUSTOMER RATING .....

REASON FOR INCREASE IN FACILITY .....

TOTAL .....

RECOMMENDED BY  
SALES MANAGER /  
SALES EXECUTIVE

AGREED BY  
HEAD OF SALES

ACCEPTED BY  
FINANCE DEPT.

APPROVED BY  
MD