



## QUOTATION

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VAT TRN NO. 100057588400003

Document Details		Client Details		Delivery Details
Document No :	109	Customer:	Bakhtiyar	Final Des :
Document Date :	Apr 30,2024	Phone :	+7777777406	Incoterm :
Validity :	1 Day	Email :	x044zpm@mail.ru	POD :
Sales Person :	Feroz			POL :
Sales Office :	Head Office - AF03			
Sales Email :	feroz@milele.com			
Sales Contact :	+9715448800			

### Other Client Representative

VEHICLE	QTY	PRICE	AMOUNT
1. TOYOTA, LC300 , LLC3004.0P_1 , MY2022	1	AED 750.00	AED 750.00

**Note:- Third Party Payments will not be accepted.**

Net Total In  
AED:

AED 750

I hereby acknowledge to honor the payment by the agreed due date. In case of my failure to clear payment on time, I stand to lose the right to my payments and my order may be delayed or subject to cancellation. Any payments which are made to Milele Motors FZE are non refundable & the price will be changed based on the new market price, and seller has right to sell the cars without prior notice to buyer. Upon initiating any transaction with Milele Motors FZE, the buyer acknowledges and unconditionally agrees to our terms and conditions. It is expressly understood that any payment by the buyer, whether as advances, deposits, or other payments, is non-refundable under any circumstances. The buyer confirms the sale and recognizes its binding nature by making payments. Furthermore, any products or services procured are strictly non-exchangeable and non-returnable. Even without a physical signature, such a transfer signifies a binding and unilateral acceptance of these terms. Before making any transaction, the buyer has had the full opportunity to review these terms in detail, thereby affirming their understanding and acceptance.

### Currency Exchange

Bank Payments AED transfers at actuals. USD transfer at 3.6725 and customer must remit \$50 equivalent extra to cover for bank fees. Cash Payments AED at actuals, USD New Bills \$100 at 3.6725, all other bills at 3.60.

Client Name: Bakhtiyar

Signature: \_\_\_\_\_

Date: Apr 30,2024

## **MILELE SALES CONTRACT**

**Clause (1) Payment - 1-** invoices are required to be paid in full for “delivery and shipment” of the vehicle to commence, unless stipulated differently in writing by seller. **2-** For Payment via bank transfers, remittance swift copy MT 103 is required to maintain vehicle reservation, failure to provide MT 103, and to clear dues on the invoice due date will consequently remove the vehicle booking from our system and the seller will not guarantee the availability of the vehicle as a result on non-compliance by the buyer **3-** Payment charges through any mode of payments (bank transfer, credit card, cash, letter of credits, etc.) are to be borne by the buyer, including but not limited to, remittance fees, foreign currency conversion loss, intermediary banks fees, and other financial charges. Payment receipts and invoices due will reflect the net funds received by the seller. **4-** Payments and advance deposits against sales invoice and bookings are non-refundable. **5-** The buyer is responsible to ensure bank transfers are to be made to the official bank accounts as mentioned on "milele.com". The seller is not liable for bank transfers made to unofficial and wrongful accounts. Due to the increased phishing emails by scammers, we encourage buyers to check the company website for the list of official bank accounts.

**Clause (2) Acceptance - 1-** The buyer acknowledges that, before the purchase, they have thoroughly inspected the vehicle(s) described in the Invoice and accepted its condition and therefore have no right to claim after the sale. **2-** It is the Buyer's responsibility to check that the vehicle complies with the laws, regulations, systems, or fuel of the destination country. **3-** Unless formally accepted in writing by the seller, no special condition can prevail over these general terms of sale. Any condition to the contrary put forward by the buyer will therefore be considered invalid.

**Clause (3) Delivery - 1-** Delivery and shipment include a tolerance margin of 120 days past the final date of the time limit. Delays to deliveries cannot result in any damages or interest, nor any withholding or cancellation of orders in progress. **2-** In case of product unavailability, the seller reserves the right to partially deliver or postpone the order or cancel the sale. **3-** Before, During, or after the delivery and shipment, to the destination, if there is any restriction for the vehicle to enter the country arising from changes to importation law or any other negligence, the buyer does not have the right to demand the return of the vehicle(s). It is at the sole discretion of the seller to accept or deny any returns. **4-** Amendment to the original “delivery and shipment” instructions requested by the buyer or its nominated representative will result in charges and delays. The buyer will cover the cost and expenses and these charges are to be paid in advance to process the amendment requests. **5-** The buyer must be present during the delivery of the vehicle and the “delivery” form needs to be signed at the time of collection, if unable to do so, the buyer can send a representative on their behalf. To nominate a representative a letter of authorization by the buyer should be submitted well in advance. In case neither the buyer nor the nominated representative is present, the goods will not be delivered, the seller will not bear any legal responsibility or losses resulting from the buyer's failure to comply with the terms and conditions in this contract.

**Clause (4) force majeure** This agreement is subject to force majeure, reasons beyond the seller's control, such as but not limited to: Natural disasters, Wars, Earthquakes, Volcanoes, Fires, Government prohibition, and any other compelling reasons that may affect the sale agreement.

**Clause (5) Applicable Laws and Judicial Authorities -** General terms and conditions of sale are subject to the law of the United Arab Emirates law, JAFZA and Jurisdiction is for Dubai Courts. **Clause (6) Compliance Disclaimer -** The seller does not guarantee that the vehicles sold comply with the laws, regulations, systems, or fuel of any country, and it is the sole responsibility of the buyer to check before purchase.

**Clause (7) Descriptive documents -** The technical specifics indicated in the seller's offers, prospectus, and literature are provided solely for information purposes and are only considered to be valid if the contract formally refers to them. These specifications and products are provided by our suppliers and hence are subject to change without prior notice, and accordingly, any modification or change by the supplier shall apply to the contract between the seller and the buyer.

**Clause (8) Prices -** The prices are indicated without tax, the merchandise is sold in compliance with one of the incoterms that took effect on January 1, 2011, as published by the International Chamber of Commerce. In case of the disappearance of these incoterms or any one of them, it/they will be replaced by any/all other incoterms (s) published by the International Chamber of Commerce in a new edition.

**Clause (9) Incoterms -** Vehicles sold for delivery under incoterms marked EXW (Ex Work), will be on “As Is Where Is Basis “, the customer acknowledges inspecting the vehicle at the time of collection. Vehicles sold with shipment under incoterms marked CFR (Cost and Freight) are without insurance and the buyer is encouraged to inform the seller to purchase an insurance policy before shipment to cover any damages during freight. In all instances, it is the responsibility of the buyer to be present at the time of loading, have a representative present, or review loading pictures for the condition of the vehicles. The seller is not responsible for damages or defects to vehicles during transit. If a vehicle is insured, claims for damages should be requested from the issuer of the insurance policy.

**Clause (10) Duties and Taxes -** All duties and taxes, whether newly created or modifications of existing ones, any increase of the rate or value of the freight, premiums (insurances or export taxes funds of the country of origin) as well as any new expense resulting from new import conditions (deposit of funds, special inspections, transfer to custom clearance center, etc.) will be at the buyer's expense

**Clause (11) Reservation of Ownership - 1-** The seller retains ownership of the goods sold until the actual payment of the complete price, including principal and accessory amounts, even after handling and processing. Non-payment of any of the due dates can result in a demand for the goods and their return to the seller, as of right and at the first request. **2-** These provisions do not prevent the transfer to the buyer of the risk of potential loss, deterioration, or damage of goods sold, with the conditions of the incoterms used between the parties continuing to apply.

**Clause (12) Export Guarantee (Ex work sale) - 1-** Buyer must ship and exit the vehicle within the stipulated time of 29 days from the VCC (Vehicle Clearance Certificate) dates. **2-** Vehicle exit documents as required by Dubai Customs must be submitted to us within the stipulated time of 45 days from the VCC (Vehicle Clearance Certificate) Date. **3-** Failure to the above, the Buyer is liable for any fines or penalties imposed or demand forfeiture of the duty deposited by Dubai customs. **4-** In the event of Demand forfeiture, the Guarantee Cash/Cheque of the Buyer held by the seller will be sent for collection upon receipt of the demand notice from Dubai Customs. **5-** Failure to pay the penalty on time or bounced cheque seller reserves the right to proceed with proceedings against the buyer, the nominated shipper, or the nominated representative.

**Clause (13) Sanctions -** Buyer is acknowledging they will not use the goods provided by Milele Motors FZE, in any countries which are part of the sanctioned list imposed by EU, UN, US, and UAE. Countries that include Cuba, Syria, North Sudan, Iran, Libya, North Korea, etc.

**Clause (14) -** Buyer is acknowledging the vehicles will not be used for any illegal, criminal, or terrorist activities.

**Clause (15)** - Upon signing of the contract, the buyer will forfeit the right to return, refund, and exchange goods and services.