

## Al Masaood Automobiles Company LLC

### Payment Terms and Conditions

Thank you for your online payment for the reservation or purchase of your Nissan vehicle service and repair. Listed below are the Al Masaood Automobiles Company LLC Terms and Conditions.

#### GENERAL:

##### ONLINE RESERVATIONS:

- Only one vehicle should be served at a time on each payment link.
- The price shall be the recommended retail final agreed price less agreed discount, unless otherwise agreed in writing between the parties. The price is including of VAT.
- Al Masaood Automobiles Company LLC is not responsible for typographical, pricing errors and/or any other issues. If an error is discovered, Al Masaood Automobiles Company LLC and/or the customer reserves the right to cancel the service or repair of the vehicle. All prices, specifications and availability are subject to change without notice. Please contact Al Masaood Automobiles Company LLC for the most current information or for additional assistance.
- If, for any reason Al Masaood Automobiles Company LLC have underpriced an estimate for vehicle service or repair in error, Al Masaood Automobiles Company LLC will not be liable to execute the service or repair at that price.
- Unless otherwise agreed in writing, delivery of the repaired vehicle shall take place at the Al Masaood Automobiles Company LLC facility as agreed and specified between the customer and Al Masaood Automobiles Company LLC. The customer shall make all arrangements necessary to take delivery of the vehicle as soon as it's ready for delivery and within a reasonable period.
- If Al Masaood Automobiles Company LLC is unable to deliver the vehicle because of actions or circumstances caused by the customer and after a delay of 30 days, then Al Masaood Automobiles Company LLC shall be entitled to place the vehicle in storage until such times as delivery may be affected and the customer shall be liable for any expenses associated with such storage equal to AED 1,000 per month on a pro-rate basis.

#### DESCRIPTION:

Any description given or applied to the service of vehicles is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the customer hereby affirms that he/she does not in any way rely on any description when entering into the purchase.

#### REFUND:

Refund of the payment within 60 days if a purchase was not confirmed and will be completed on the same credit card used to issue the payment. There will be no cash refund from an on-line payment or reservation.

#### USE OF SITE:

Customer may only use this site to browse the content, make legitimate purchases and shall not use this site for any other purposes, including without limitation, to make any speculative, false or fraudulent purchase. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

#### LIMITATION OF LIABILITY

- Al Masaood Automobiles Company LLC shall not be liable for any/all loss or damage suffered by the customer.
- Nothing contained in these Terms and Conditions shall be construed so as to limit or exclude the liability of the Al Masaood Automobiles Company LLC for death or personal injury as a result of the Al Masaood Automobiles Company LLC negligence or that of its employees or agents.

#### INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Al Masaood Automobiles Company LLC, and the customer shall do all that is reasonably necessary to ensure that such rights vest in Al Masaood Automobiles Company LLC by the execution of appropriate instruments or the making of agreements with third parties.

#### FORCE MAJEURE

Al Masaood Automobiles Company LLC shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of god, strikes, lockouts, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and Al Masaood Automobiles Company LLC shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as Al Masaood Automobiles Company LLC considers unreasonable, it may, without liability on its part, terminate the Agreement.

#### RELATIONSHIP OF PARTIES:

Nothing contained in these Terms and Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Terms and Conditions shall be deemed to construe either of the parties as the agent of the other.

#### LINKS:

In an attempt to provide an increased value to our Users, Al Masaood Automobiles Company LLC may provide links to other websites or resources. The customer acknowledges and agrees that Al Masaood Automobiles Company LLC is not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

#### ASSIGNMENT AND SUB-CONTRACTING:

This Agreement between the Parties shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the customer, without the prior written consent of Al Masaood Automobiles Company LLC.



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Al Masaood Automobiles

**WAIVER:**

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

**SEVERABILITY:**

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

**UPDATING OF THESE TERM AND CONDITIONS:**

Al Masaood Automobiles Company LLC reserves the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the customer's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The customer's continued use of this Website following the posting of changes or updates will be considered notice of the customer's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

**RIGHTS:**

Al Masaood Automobiles Company LLC reserves the right to:

- Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice and it is agreed that Al Masaood Automobiles Company LLC shall not be liable to customer or any third party for any modification to or withdrawal of the Website; and/or
- Change these Conditions from time to time, and continued use of the Website (or any part of) following such change shall be deemed to be customer acceptance of such change. It is customer responsibility to check regularly to determine whether the Conditions have been changed. If it is not agreed that any change to the Conditions occur, then customer must immediately stop using the Website.
- Al Masaood Automobiles Company LLC will use reasonable endeavors to maintain the Website. The Website is subject to change from time to time. Customer will not be eligible for any compensation because of non use of any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond control.

**GOVERNING LAW AND JURISDICTION:**

This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates as applicable in the emirate of Abu Dhabi and the parties hereby submit to the exclusive jurisdiction of the Abu Dhabi courts.

**PRIVACY:**

Al Masaood Automobiles Company LLC shall ensure that the collected personal data is processed in accordance with the applicable legislation relating to data protection.

**DECLARATION AND CONSENT:**

I, hereby consent as a customer and understand that all the trademarks, pictures, and designs are registered to Al Masaood Automobiles Company LLC. I accept the above terms and conditions. I undertake not to copy/duplicate the trademarks, pictures, and designs directly or indirectly in anyway and understand the legal implications thereof. I understand that I will be held liable for all legal costs incurred by Al Masaood Automobiles Company LLC for any criminal or civil action or any legal action deemed necessary against me.