

ONE WORLD

TERMS AND CONDITIONS OF SALE

1. All One World terms and conditions are valid for all sales of goods and services from One World and their authorized distributors, agents, sub-contractors or representatives (herein after called One World).
2. By ordering or accepting delivery of goods or services supplied by One World, it is constituted that the customer has accepted the One World terms and conditions and expressed exclusion of the customer's conditions of purchase. In case that an order is placed by a customer for and on behalf of a vessel, her master, her owners, the contract of sale is deemed to be concluded with all the above parties. In case that an order is placed by a customer as agent for a principal, disclosed or not, such customer is liable jointly and severely with such principal for payment of all amounts due and the performance of all obligations under these conditions.
3. The purchase price for the goods specified according to One World commercial offers, which is in force at the time and place of delivery. For all deliveries, the International Chamber of Commerce (ICC) - Incoterms 2000 or its later modifications published and any specific product delivery conditions stated on the One World quotation or order confirmation, shall apply to all purchases/deliveries made hereunder.
4. The customer must pay the value of the invoices issued by One World within the agreed with each customer credit period, which is also mentioned on each of the invoices, otherwise One World shall claim and recover full compensation for the full amount of overdue payment, the legal interest on all overdue payment, collection costs, expenses in and out of court as well as all legal costs and expenses.
5. When orders are placed on behalf of a customer by an agent, then the agent is considered to be party of the agreement and will be considered liable with the customer for the settlements of the amounts and the general compliance of all obligations of the customer under the agreement.

When One World has received full payment for the purchased goods their title passes to the customer. If One World has not received payment within the agreed with the customer credit period from the date of invoice, One World has the right to retake possession of the goods services without any court order or other process of law. One World hereby is granted by the customer the permission to enter onboard his vessels, or its premises and retake possession of such goods or results of services. The customer is obliged to assist One World in retaking possession. One World will also claim and recover all costs and expenses incurred for this procedure.
6. In the case customer has undertake the obligation to pay fees to One World prior to the delivery of goods but payment has not been received, One World reserves the right to deny delivery until full settlement has been done.
7. The customer or its agents or the Vessel's officers or crew shall read the MSDS (Material Safety Data Sheet) prior to using any product. For detailed information on safety and health, customer shall always refer to MSDS and/or product label. MSDS available at the Internet.

8. In the event of lack of agreed qualities (conformity) of the goods or services at the time of delivery, the customer must notify One World within 10 days after the delivery. Only in case this lack is not due to the customer or circumstances on his part, One World shall at its sole discretion rectify the lack of conformity or deliver substitute goods. The customer shall have no further rights or claims in respect of lack of conformity.
9. One World shall be not liable for: Loss or damage resulting from delayed or non delivery of goods or services, which is due to force majeure, or in the event of delay due to security arrangements, local custom authorities, incidents, or any other event in port or other events beyond the reasonable control of One World or in the situation that the difficulty could not be practically foreseen by One World when the order was placed. Incidental, indirect or consequential losses or damages, including damages for profit loss, resulting from lack of conformity, including but not restricted to losses resulting from supplied items not functioning whilst connected to other items or for any relevant cause. Any damage to products manufactured, assembled or installed by the customer of which the goods sold hereunder form a part. In the event that One World is found to be liable to the customer, the total amount payable by way of compensation shall not exceed the value charged to the customer for the products or services supplied as per customer's specific purchase order. Prior to the payment of any compensation by One World all outstanding amounts to One World shall be first paid and settled by the customer.
10. The customer agrees to indemnify One World against all damages and liabilities arising from any acts or omission of the customer or its agents or the Vessel's officers or crew in connection with the sale and supply of Products or Services. The customer shall also be responsible for all taxes, duties, tariffs and/or other related charges and processes concerning Vessel's equipment that would be off-landed for the purpose of repairs, inspection or replacement.
11. The customer shall conform to all warnings, instructions and safety norms provided by One World as well as all regulations and industry practice in relation to handling storage, and usage of the goods and. One World is not to be considered liable for damages or losses resulting from accidental causes or others deriving from customer's failure or negligence to follow all the above-mentioned instructions. One World is in no event liable for incidental, indirect or consequential damages or losses, including damages for profit loss resulting from the failure of, uncontrolled release of gas or explosion of gas cylinder, which causes body injury, death or damage to property. The customer assumes all liability and risk for the use and proper handling of the goods and gas cylinders after delivery and shall indemnify One World and hold One World harmless from all consequences including but not limited to all liability, costs and all expenses arising from usage or improper handling, including claims by third parties.
12. One World terms and conditions as well as all contracts to which these conditions apply shall be construed and interpreted in accordance with the UAE Law. The customer accepts the Courts of Dubai as the exclusive venue for any legal actions, proceedings or disputes arising from or in connection with any contracts to which these conditions apply. In addition, the customer accepts that One World specifically for the purpose of securing payment of any amount due from the customer, the vessel or any third party has the right to proceed according to the local law and legislation under all contracts which these conditions apply in any jurisdiction it sees fit.