

Terms of Service

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Introduction. This website <https://gianttools.ae/> is maintained by **GIANT TOOLS HEAVY EQUIPMENT TRADING LLC** (“Company”). Throughout the site, the terms “we”, “us” and “our” refer to Company.

Company offers this website, including all information, tools and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By visiting our site and/or purchasing or using our services (as indicated and shown on our website), you engage in our “*Service*” (as indicated and shown on our website) and agree to be bound by the following terms and conditions (“*Terms of Service*”, “*Terms*”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink.

Definitions

“**Applicable Law**” means all laws, statutes, regulations, ordinances, rules, orders, decrees, judgments and other legal requirements of any governmental authority that apply to the parties, the Service, these Terms or the subject matter hereof, including the laws of the United Arab Emirates.

“**User**” or “**you**” means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

“**Customer**” means any person, company or entity that requests or uses our Services, whether as principal or agent.

“**Content**” means text, images, videos, audio, or other materials and information that may be posted, uploaded, linked to or otherwise made available by you, regardless of the form of that content.

“**Service**” or “**Services**” means the website, platform, tools, features, content, support and any other products, services or functionalities provided by us, whether through the website or otherwise.

These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the site, you agree to be bound by these Terms. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service. Any new features or tools which are added to the current store shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page.

Customers who are minors (under the age of 18) shall not register as a User of the website and shall not transact on or use the website. We will not trade with or provide any services to countries or entities on UAE sanctions lists, OFAC, OFSI or other relevant sanctioned lists. We accept payments

in AED and other currencies as may be displayed on the website. Visa or MasterCard debit and credit cards and other payment methods will be accepted for payment. User is responsible for maintaining the confidentiality of his account.

Security. We value your trust in providing us your Personal Information, thus we are striving to use commercially acceptable means of protecting it. But remember that no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and we cannot guarantee its absolute security. We guarantee that the card data is not stored as we comply with the Payment Card Industry Data Security Standards (PCI-DSS), as well as any requirements under the network rules and applicable UAE data protection laws (Federal Decree-Law No. 45/2021 on the Protection of Personal Data).

Online store terms. By agreeing to these Terms of Service, you represent that you are at least the age of majority in your state or province of residence, or that you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms will result in an immediate termination of your Services.

General Conditions. We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us. The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Accuracy, completeness and timeliness of information. We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the Content of this site at any time. You agree that it is your responsibility to monitor changes to our site.

Modifications to the Service and Prices. Prices for our products and services are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or

Content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

User Comments, Feedback and Other Submissions. If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments. We may, but have no obligation to, monitor, edit or remove Content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service. You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Personal Information. Your submission of personal information through the store is governed by our Privacy Policy. We process personal data in accordance with UAE Federal Decree-Law No. 45/2021 and, where applicable, GDPR for EU residents.

Errors, Inaccuracies and Omissions. Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product/services descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Prohibited Uses. In addition to other prohibitions as set forth in this Terms, you are prohibited from using the site or its contents: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race,

age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Compliance with Laws and Customs Requirements. You represent and warrant that all information provided by you (including commercial invoices, packing lists, HS codes, declarations and documentation) is true, accurate and complete. You are solely responsible for compliance with all applicable export, import, customs, sanctions and other regulatory requirements of any jurisdiction involved in the shipment. We may refuse, suspend or cancel any service if we reasonably believe that any shipment violates applicable laws or regulations.

Disclaimer of Warranties; Limitation of Liability. We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service delivered to you are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. In no case shall Company., our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Indemnification. You agree to indemnify, defend and hold harmless Company and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Severability. In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Entire Agreement. The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to the Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Governing Law. These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the United Arab Emirates. Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the Emirate of Dubai or, at our option, resolved through arbitration under the rules of the Dubai International Arbitration Centre (DIAC). In the event of any dispute arising from or relating to these Terms, the parties agree to first attempt to resolve it through good faith negotiations. If unresolved within 30 days, the dispute shall be submitted to binding arbitration in Dubai under DIAC rules, or to the courts as specified above.

Changes to Terms of Service. You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

Force Majeure. We shall not be liable for any failure or delay in performing our obligations under these Terms if such failure or delay is caused by events beyond our reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, lock-outs, transportation delays, port congestion, or governmental actions.

Contact Information. Questions about the Terms of Service should be sent to us at contacts indicated on the main page of the website.