

Terms & Conditions

Last Updated 10th November 2025

LANG Trading & Rental LLC (hereinafter referred to as “**LANG ME**”)

1. General Provisions

1.1 These Terms & Conditions apply to all sales, rentals, deliveries, and services by LANG ME. By placing an order, accepting delivery, or using our services, the Customer (“you”) agrees to these Terms. Any conflicting terms must be expressly agreed in writing by LANG ME.

1.2 All offers from LANG ME are non-binding unless confirmed in writing. A contract is only formed when LANG ME confirms the order in writing. Any drawings, weights, or specifications are approximate unless explicitly confirmed.

1.3 Deliveries are at the Customer’s cost and risk. Risk transfers to the Customer once goods leave LANG ME’s premises or are handed to any transporter, including where transport is arranged or provided by LANG ME. If dispatch is delayed due to the Customer, risk transfers upon notification of readiness for dispatch. Returns are at the Customer’s risk and expense unless due to LANG ME’s fault. Transfer of risk does not imply transfer of ownership unless explicitly agreed in writing.

1.4 LANG ME reserves the right to request deposits or full prepayment. Payments received may be applied to older debts, then to interest and costs.

1.5 Payment Terms:

- Standard credit: 30 days from invoice date
- Late payment interest:
 - 61–90 days overdue: 2% per month
 - 91–120 days: 3% per month
 - Over 120 days: maximum permitted by DIFC law (capped at 3% per month or the prevailing EIBOR + 3%, whichever is lower)

1.6 The payment terms in Clause 1.5 may be varied only by express written agreement between the parties, including via order confirmation or invoice terms.

1.7 If the Customer defaults, issues a dishonoured cheque, suspends payments, becomes insolvent, or declares financial distress, LANG ME may demand immediate payment of all outstanding sums.

1.8 LANG ME is not liable for any delay or failure caused by force majeure (e.g. strikes, supplier failure, acts of God). In such cases, LANG ME may cancel or delay obligations without compensation. If a force majeure event continues for more than 60 days, either party may terminate the contract by written notice.

1.9 If the Customer fails to pay after two reminders and a reasonable grace period, LANG ME may withdraw from the contract. If goods or equipment have already been used, rental fees may be charged for the usage period.

1.10 These Terms, together with any signed Order Form, constitute the entire agreement between LANG ME and the Customer and supersede all prior agreements, representations, or understandings. No terms or conditions submitted by the Customer shall apply unless expressly accepted by LANG ME in writing.

1.11 In the event of any conflict between these Terms and the content of any Order Confirmation, the Order Confirmation shall prevail.

1.12 LANG ME may amend, update, or replace these Terms & Conditions at any time without prior notice. The most recent version in effect at the time of order confirmation shall apply to and govern the contract between the parties. By placing an order, the Customer is deemed to have accepted the then-current Terms & Conditions, which supersede and replace all previous versions.

2. Rental Terms

2.1 The Customer must use and maintain rented goods responsibly, following all instructions from LANG ME and the manufacturer.

2.2 The Customer is liable for any loss, theft, or damage during the rental period, including accidental or third-party damage. In the event of theft, a valid police report is required.

2.3 Insurance can be arranged by LANG ME at the Customer's request, excluding negligence, misuse, or intentional damage. Insurance costs are quoted separately.

2.4 Any damage or defect must be reported to LANG ME immediately. If LANG ME is responsible, we will repair or replace the item. Failure to report issues in time forfeits the right to rent reduction.

2.5 The Customer agrees to indemnify LANG ME from all third-party claims related to the use or operation of rented goods, except where such claims arise directly from LANG ME's gross negligence or wilful misconduct.

2.6 The Customer must inform LANG ME immediately of any seizure or legal claims on the equipment, and provide all related documents.

2.7 Software may only be used in accordance with its licence terms. The Customer indemnifies LANG ME for misuse or breach of those terms.

2.8 Rental Cancellation Fees:

- Up to 30 days before start: 50% of order value (OV)
- 14–30 days before: 75% of OV
- Less than 14 days: 100% of OV

2.9 The rental cancellation terms in Clause 2.8 may be varied only by express written agreement between the parties, including via order confirmation.

2.10 Rented goods must be returned at the end of the agreed period at the Customer's cost and risk. Late returns may result in additional rental charges and compensation for loss of availability.

2.11 If goods are returned in poor or non-functional condition, the Customer will be responsible for repair costs and any associated rental loss.

2.12 If the event is cancelled, postponed, or materially altered due to government orders, withdrawal or non-issuance of permits, licensing issues, public safety concerns, or other regulatory interventions not caused by

LANG ME, the cancellation charges set out in Clause 2.8 shall apply in full. No waiver or refund shall be granted unless expressly agreed in writing by LANG ME.

2.13 The Customer is solely responsible for ensuring the event site provides a stable and sufficient power supply, as well as suitable environmental conditions for the safe and effective operation of the rented equipment, including but not limited to ventilation, dust protection, shade or rain cover, and climate control. LANG ME shall not be liable for any equipment failure, performance interruption, or resulting damage due to unstable power, inadequate environmental conditions, or infrastructure deficiencies beyond its control. All equipment should be operated & stored within stated manufacturers environmental requirements.

2.14 Where the Customer requests installation, operation, or on-site support (hereinafter “Serviced Hire”), such services shall be provided by LANG ME personnel or approved subcontractors. These personnel remain under LANG ME’s supervision and shall not be directed by the Customer. The Customer is responsible for ensuring a safe and suitable working environment. Any delays, obstructions, or unsafe conditions may result in additional charges or withdrawal of services.

2.15 The Customer must not:

- Modify, tamper with, or dismantle the rented equipment;
- Operate the equipment in a hazardous, unsafe, or unsuitable environment;
- Use the equipment with non-compatible accessories or third-party software without prior written consent;
- Export or transport the equipment outside the UAE without written authorisation from LANG ME.

2.16 LANG ME reserves the right to inspect its rented equipment at any reasonable time. If equipment is found to be misused, operated unsafely, or otherwise in breach of these Terms, LANG ME may remove the equipment without notice. The Customer shall bear any associated removal, repair, or loss of availability costs.

2.17 The Customer must maintain insurance for all rented goods from delivery until return, covering full replacement value, including transit. LANG ME must be named as an interested party on the policy. Proof of insurance shall be provided upon request.

3. Sale Terms

3.1 Title to goods remains with LANG ME until full payment is received, including any related interest or fees.

3.2 The Customer may resell goods in the ordinary course of business only if not in payment default. Receivables from such resale are automatically assigned to LANG ME by way of security until full settlement, and the Customer shall disclose such assignment to its customers upon request.

3.3 Goods may not be pledged or otherwise encumbered. Upon request, the Customer must provide full documentation to support enforcement of LANG ME’s rights.

3.4 VAT on Exported Goods:

If goods are sold free of VAT for export outside the UAE, the Customer must provide valid export documentation within 90 days of the invoice date or as required by the UAE Federal Tax Authority. LANG ME reserves the right to re-issue an amended VAT invoice at any time if such documentation is not received, and the Customer agrees to settle any resulting VAT liability within 5 working days.

3.5 Warranty Terms:

- a) Default warranty period: 12 months from delivery, unless otherwise stated

- b) Warranty applies to manufacturing defects only and excludes misuse, wear and tear, or unauthorised repairs
- c) Claims must be submitted in writing within **48 hours** of delivery or the occurrence of the fault, whichever is later.
- d) Defective goods must be returned in original condition and at the Customer's cost for inspection
- e) Warranty returns may require shipping to a location different from the original place of sale
- f) LANG ME will, at its discretion, repair or replace the item or issue a refund
- g) Used goods sold without warranty are not eligible for claims

3.6 LANG ME is not liable for indirect, special, or consequential damages, except in cases of gross negligence or wilful misconduct.

3.7 Where applicable, LANG ME will transfer the benefit of any manufacturer's warranty to the Customer for new Sale Goods. The Customer must contact the manufacturer directly for claims unless otherwise agreed in writing.

4 Data Protection

4.1 LANG ME may collect, store, and process personal data provided by the Customer in connection with the provision of goods or services. Such data will be handled in accordance with applicable data protection laws, including the DIFC Data Protection Law (Law No. 5 of 2020). Personal data will only be used for legitimate business purposes, including order fulfilment, invoicing, compliance, and customer communication.

4.2 The Customer confirms that it has obtained any necessary consents from its personnel or representatives whose personal data is provided to LANG ME. LANG ME will implement reasonable technical and organisational measures to protect such data against unauthorised access, use, or disclosure.

5. General Legal Terms

5.1 The Company reserves the right to amend, update, or replace these Terms and Conditions at any time without prior notice. It is the customers responsibility to review the latest version of the Terms and Conditions, which shall apply to all quotations, orders, and contracts accepted after the date of publication. Acceptance of a quotation or placement of an order shall be deemed as acceptance of the current Terms and Conditions in force at that time.

5.2 Any amendments or additions to these Terms must be made in writing.

5.3 If any clause is deemed invalid, the remaining provisions remain enforceable.

5.4 The place of performance for all obligations is LANG ME's registered premises in the UAE.

5.5 Each party agrees to treat as confidential all non-public information obtained from the other party in connection with this Agreement and shall not disclose such information to any third party without the disclosing party's prior written consent, except where disclosure is required by law or reasonably necessary in the ordinary course of business to perform obligations under this Agreement or to fulfil the Customer's requirements. Each party shall ensure that its employees, agents, and subcontractors observe this obligation of confidentiality.

5.6 The Customer may not assign, transfer, or subcontract any of its rights or obligations under this Agreement without the prior written consent of LANG ME. LANG ME may assign or subcontract any part of this Agreement upon notice to the Customer.

5.7 These Terms are governed by the laws of the Dubai International Financial Centre (DIFC). The parties agree that the DIFC Courts shall have exclusive jurisdiction over any disputes arising under or in connection with these Terms, to the exclusion of any other forum or jurisdiction.

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