# TERMS & CONDITIONS OF USE AND SALE ENQUIRIES

*United Heavy Equipment & Earth Movers Pvt. Ltd. (XCMG Nepal) | Effective Date: March 2026*

## 1. INTRODUCTION, OPERATIONAL SCOPE & ACCEPTANCE OF TERMS

1.1 Welcome to the official website of United Heavy Equipment & Earth Movers Pvt. Ltd. ('UHEEM', 'Company', 'we', 'us', or 'our'), accessible at https://www.uheem.com.np ('Website'). UHEEM is a company registered under the Companies Act, 2063 of Nepal, operating as the sole authorized distributor of XCMG (Xuzhou Construction Machinery Group Co., Ltd.) construction, earthmoving, drilling, hoisting, concrete, and commercial heavy machinery in Nepal.

1.2 Agreement to Terms: By browsing, accessing, downloading brochures, submitting product pricing enquiries, requesting after-sales services, applying for financial services, or submitting satisfaction surveys on this Website, you ('User', 'Customer', 'you') unconditionally agree to be bound by these Terms & Conditions ('Terms') and our Privacy Policy.

1.3 Commercial Relationship Scope: These Terms govern the use of the Website and web-based interactions. The purchase, sale, delivery, commissioning, financing, warranty, and maintenance of physical heavy machinery, spare parts, and on-site engineering services are governed by separate, legally binding commercial purchase orders, master sales agreements, credit facilities, warranty policies, and service level agreements executed directly between UHEEM and the buyer.

## 2. WEBSITE USE, ELIGIBILITY & USER CONDUCT

2.1 Legal Capacity: Use of this Website is restricted to corporate entities, commercial enterprises, sole proprietorships, and individuals who possess full legal capacity to enter into binding contracts under the National Civil Code, 2074 (Muluki Devani Samhita) and Companies Act, 2063 of Nepal.

2.2 Permitted Use: Users are granted a limited, non-exclusive, non-transferable, revocable license to view product catalogs, compare machinery specifications, download official technical brochures, and submit commercial communications.

2.3 Prohibited Conduct: Users shall not:

- ■ Use any automated crawler, scraper, robot, spider, or data extraction tool to scrape, copy, or index product listings, specifications, images, or pricing structure.
- ■ Attempt to gain unauthorized access to website servers, backend databases, administration portals, or connected networks.
- ■ Transmit, upload, or inject viruses, malware, trojans, ransomware, or malicious code into the Website.
- ■ Misrepresent identity, forge headers, or provide false commercial details when submitting pricing inquiries or financial support forms.
- ■ Use the website for fraudulent activity, anti-competitive market intelligence gathering, or activities violating Nepalese law.

## 3. INTELLECTUAL PROPERTY & XCMG TRADEMARKS

3.1 UHEEM Ownership: All content on this Website—including design layout, user interfaces, branding, copy, photographs, digital media, service structures, compilations, and backend code—is the exclusive intellectual property of UHEEM or its licensors, protected under the Copyright Act, 2059 (2002) of Nepal.

3.2 XCMG Trademarks & Brand Rights: 'XCMG', the XCMG logo, product model designations (e.g., XE215I_K, XC938EV, XR210I, SQS125TL_4), trademarked technology features, and related graphic assets are registered trademarks owned by Xuzhou Construction Machinery Group Co., Ltd. UHEEM displays these trademarks under express authorization as the sole distributor in Nepal.

3.3 Restrictions: Nothing contained herein grants any license or right to use, reproduce, modify, distribute, or republicize any UHEEM or XCMG trademark, logo, product brochure, or copyrighted asset without prior written authorization from UHEEM.

## 4. PRODUCT DESCRIPTIONS, SPECIFICATIONS & ENQUIRIES

4.1 Catalog Specifications: Product photos, technical parameters, operating weights, engine outputs, bucket capacities, lift capabilities, and descriptions listed across categories (Earth Moving, Electric Vehicles, Road Building, Hoisting, Underground Mining, Drilling, Concrete, and Other Machinery) are provided for general informational and preliminary evaluation purposes only.

4.2 Technical Modifications: XCMG and UHEEM continuously refine equipment designs. Final machinery specifications, configurations, optional attachments, duty classifications, and engine emission compliance levels are subject to physical verification and confirmation at the time of quotation and purchase order placement.

4.3 Website Price Enquiries: Buttons indicating 'Contact for Nepal pricing' or web-based enquiry submissions do not constitute binding commercial offers, sales agreements, or fixed-price quotes. Quotations issued online or via follow-up emails represent invitations to treat and remain subject to final written confirmation by UHEEM's authorized sales management.

## 5. COMMERCIAL TERMS, ORDERS, QUOTATIONS & PAYMENTS

5.1 Purchase Orders: Equipment and spare part orders are confirmed only upon execution of a formal written Sales Contract / Purchase Order signed by an authorized signatory of UHEEM and payment of the stipulated advance deposit.

5.2 Pricing & Taxes: All machinery prices, spare part rates, and service charges quoted by UHEEM sales representatives are in Nepalese Rupees (NPR) unless specified otherwise. Prices are subject to applicable Nepalese taxes, including Value Added Tax (VAT), custom duties, local levies, and transportation charges as detailed in the official quotation.

5.3 Quotation Validity: Written commercial quotations are valid strictly for the period stated therein (typically 15 to 30 days) and are subject to revision in the event of currency fluctuations, import duty alterations, or factory price adjustments prior to order confirmation.

5.4 Payment Terms: Payment terms (including letter of credit, bank guarantee, milestone advance payments, or structured financing) are governed strictly by the written purchase contract.

## 6. MACHINERY DELIVERY, TITLE & RISK OF LOSS

6.1 Delivery Timelines: Estimated delivery schedules for heavy machinery are provided in good faith based on factory lead times, sea freight, customs clearance, and inland transit to Nepal. Delivery dates are non-binding estimates unless explicitly guaranteed in writing with liquidated damage terms.

6.2 Risk of Loss & Inspection: Risk of loss or damage to equipment transfers to the buyer upon physical delivery or handover at UHEEM's Kathmandu stockyard, service outlet, or designated customer job site as defined in the purchase contract. Buyers must inspect machinery upon delivery and note any external damages on the delivery receipt.

## 7. WARRANTIES, SPARE PARTS & AFTER-SALES SERVICE

7.1 Manufacturer Warranty: Heavy equipment purchased through UHEEM is covered by XCMG's standard manufacturer warranty, subject to specified operating hour limits or time periods (whichever occurs first), provided the equipment is operated, maintained, and serviced in strict accordance with XCMG user manuals and using genuine XCMG spare parts.

7.2 Warranty Exclusions: Warranties exclude consumable items (e.g., filters, fluids, teeth, ground-engaging tools), wear-and-tear items, damage resulting from misuse, unauthorized modifications, overload, improper lubricants, or maintenance performed by unauthorized personnel.

7.3 Spare Parts & Service Outlets: Genuine XCMG spare parts and technical service support are available through UHEEM's authorized nationwide service outlets in Nepal. UHEEM disclaims liability for equipment failures, structural damages, or safety hazards arising from the installation of non-genuine, counterfeit, or grey-market spare parts.

## 8. FINANCIAL SERVICES & BROCHURE DISCLAIMERS

8.1 Financial Services Facilitation: Information provided under the Website's Financial Services section is intended solely to assist corporate customers in connecting with licensed Nepalese commercial banks and financing institutions. UHEEM is not a licensed financial institution, bank, or credit provider under the Nepal Rastra Bank Act, 2058.

8.2 Loan Approvals: Credit approvals, interest rates, tenure, down payment requirements, and collateral terms are determined solely by independent financing institutions. UHEEM assumes no responsibility or liability for loan rejections, delays, or financing conditions.

8.3 Digital Brochure Downloads: Technical brochures and sales literature downloadable from the Website are current as of their publication date. Technical specifications remain subject to change by XCMG without prior public notice.

## 9. DISCLAIMERS OF WARRANTIES & LIMITATION OF LIABILITY

9.1 Website Disclaimer: The Website and all web-based materials are provided on an 'AS IS' and 'AS AVAILABLE' basis without warranties of any kind, whether express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

9.2 Commercial Limitation of Liability: To the maximum extent permitted by Nepalese law (including the Consumer Protection Act, 2075 and National Civil Code, 2074), UHEEM, its directors, officers, employees, agents, and licensors shall not be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, including loss of business profit, revenue, project delays, equipment downtime, loss of contract, or operational stoppage arising out of website usage or machinery reliance.

9.3 Maximum Aggregate Liability: In all events, UHEEM's total aggregate legal liability under any legal theory (contract, tort, negligence, or statutory) relating to website usage or commercial enquiries shall be limited strictly to NPR 10,000 (Ten Thousand Nepalese Rupees) or the actual amount paid by the user to UHEEM for web services (whichever is less). Liability regarding physical machinery sales is governed exclusively by the specific purchase contract.

## 10. INDEMNIFICATION

Users agree to defend, indemnify, and hold harmless UHEEM, XCMG, its affiliates, directors, executive officers, employees, service engineers, and agents from and against any claims, liabilities, losses, damages, demands, penalties, fines, costs, and legal fees arising out of or related to user's violation of these Terms, misuse of the Website, infringement of third-party intellectual property, or breach of applicable Nepalese legislation.

## 11. GOVERNING LAW AND DISPUTE RESOLUTION

11.1 Governing Law: These Terms, their interpretation, and any non-contractual obligations or legal disputes arising out of or in connection with website usage or commercial interactions shall be governed by, construed, and enforced strictly in accordance with the substantive laws of Nepal.

11.2 Amicable Settlement: In the event of any dispute, controversy, claim, or disagreement arising between the user and UHEEM, the parties shall first attempt to resolve the matter through good-faith executive negotiations within thirty (30) days of written notice.

## 12. SEVERABILITY, ENTIRE AGREEMENT & AMENDMENTS

12.1 Severability: If any provision of these Terms is found to be invalid, illegal, or unenforceable under Nepalese law by a competent court or arbitral tribunal, such invalidity shall not affect the remaining provisions, which shall continue in full legal force and effect.

12.2 Entire Website Agreement: These Terms and the Privacy Policy constitute the entire understanding between the user and UHEEM regarding website access and digital interactions.

12.3 Amendments: UHEEM reserves the right to modify these Terms at any time without prior individual notice. Continued use of the Website following published modifications constitutes acceptance of the revised Terms.

## 13. CONTACT AND CORPORATE INFORMATION

For legal notices, commercial enquiries, product support, or regulatory clarifications regarding these Terms & Conditions, please contact:

- ■ **Corporate Entity:** United Heavy Equipment & Earth Movers Pvt. Ltd. (Sole Authorized Distributor of XCMG in Nepal)
- ■ **Registered Head Office:** Ananda Nagar, Kathmandu, 44600, Nepal
- ■ **General Telephone:** +977-01-4542901
- ■ **Equipment Sales Enquiries:** +977-9851403028 | sales@uheem.com.np
- ■ **Spare Parts & Service Desk:** +977-9851217690 | spareparts@uheem.com.np / service@uheem.com.np
- ■ **General Legal & Corporate Email:** info@uheem.com.np