

# Delta Star Building Materials Trading LLC

## Standard Terms & Conditions for Sale of Goods

### I. Definitions

In this document the following words shall have the following meanings:

1. "Buyer" means the organisation or person who buys Goods
2. "Goods" means the articles to be supplied to the Buyer by the Seller;
3. "Seller" means Delta Star Building Materials Trading LLC

### II. General

1. These Terms and Conditions shall apply to sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.
2. Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

### III. Price and Payment

1. The price shall be the Recommended Price less agreed discount, unless otherwise agreed in writing between the parties.
2. Credit terms may be offered subject to satisfactory credit vetting of the Buyer by the Seller. The offer of credit will be at the sole discretion of the Seller.
3. Where credit is offered payment of the price shall be due within 30 days of the date of the invoice supplied by the Seller, unless otherwise agreed in writing. In cases where credit is not offered payment will be required before release of goods by the Seller.
4. If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:
  1. require payment in advance of delivery in relation to any Goods not previously delivered;
  2. refuse to make delivery of any undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery;

#### **IV. Delivery**

1. Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on, or as close as possible to the date required by the Buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
2. If the Seller is unable to deliver the Goods because of actions or circumstances under the control of the Buyer, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be effected and the Buyer shall be liable for any expense associated with such storage.
3. Any damages, shortages, over deliveries and duplicated orders should be reported to the Seller within 14 days of signed receipt to enable replacement or refund.

#### **V. RISK**

Risk in the Goods shall pass to the Buyer upon receipt of the goods. Where the Buyer chooses to collect the Goods itself, risk will pass when the Goods are entrusted to it or set aside for its collection, whichever happens first.

#### **VI. TITLE**

Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods.

#### **VII. RETURN OF GOODS OR CANCELLATION OF ORDER**

1. All goods are sold on a firm sale basis, i.e. the Seller will not take back any goods not required or sold by the Buyer, unless otherwise agreed.
2. Any Cancellation of Firm Order will be in writing by the Buyer and a Cancellation charge of 30% will be applied by Seller.

#### **VIII. LIMITATION OF LIABILITY**

1. The Seller shall not be liable for any all loss or damage suffered by the Buyer in excess of the contract price.

#### **IX. FORCE MAJEURE**

The Seller 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, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the Seller shall be entitled to a reasonable extension of its obligations. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

#### **X. GOVERNING LAW AND JURISDICTION**

This above terms and conditions shall be governed by and construed in accordance with the laws of United Arab Emirates