

Terms and Conditions of Supply

These Terms and Conditions govern the sale and supply of goods by DATSON Building Materials Trading L.L.C (the "Supplier") to its customers (the "Customer"). By placing an order with the Supplier, the Customer agrees to be bound by the following terms:

1. General

- 1.1 These Terms and Conditions apply to all sales made by the Supplier unless otherwise agreed upon in writing by both parties.
- 1.2 Any additional or conflicting terms proposed by the Customer will be considered null and void unless expressly agreed to in writing by the Supplier.
- 1.3 The Supplier reserves the right to amend these terms at any time without prior notice, and such amendments shall apply to all orders placed after the effective date of the change.

2. Orders

- 2.1 All orders must be placed in writing and are subject to acceptance by the Supplier.
- 2.2 The Supplier reserves the right to reject or cancel any order at its discretion, including but not limited to orders that are incomplete, incorrect, or for materials that are unavailable.
- 2.3 Once accepted by the Supplier, the Customer may not cancel or amend the order without the written consent of the Supplier, which may be subject to cancellation charges.

3. Prices and Payment Terms

- 3.1 Prices quoted by the Supplier are exclusive of VAT, duties, taxes, and other governmental levies unless otherwise specified.
- 3.2 Payment terms shall be as specified on the invoice and must be strictly adhered to. Unless otherwise agreed, payment is due within [insert days, e.g., 30 days] from the invoice date.
- 3.3 The Supplier reserves the right to charge interest on overdue payments at a rate of 2% per month from the due date until payment is made in full.
- 3.4 Any bank charges, transfer fees, or costs related to payment are the responsibility of the Customer.

4. Delivery

- 4.1 The Supplier will endeavor to deliver the products by the agreed delivery date. However, delivery times are approximate, and the Supplier shall not be liable for any delay or failure to deliver due to circumstances beyond its control.
- 4.2 Risk of loss or damage to the products passes to the Customer upon delivery to the agreed location.
- 4.3 If the Customer fails to take delivery of the goods, the Supplier reserves the right to charge for storage and additional transportation costs.
- 4.4 Any delivery shortages, defects, or errors must be reported to the Supplier within 3 days of delivery.

5. Title and Risk

- 5.1 Title to the products remains with the Supplier until full payment is received.
- 5.2 The Customer is responsible for ensuring the goods are stored appropriately after delivery to prevent damage or deterioration.
- 5.3 The Customer agrees that the Supplier may reclaim the goods if payment is not received in full, and the Customer will provide access to its premises for such a purpose.

6. Product Warranty

- 6.1 The Supplier warrants that the products supplied will conform to the specifications provided in the relevant product datasheets.
- 6.2 The warranty period for the products is 1 month from the date of delivery, provided that the products are stored, handled, and used in accordance with the Supplier's guidelines.
- 6.3 The Supplier's liability under this warranty is limited to the replacement, or refund of the defective products at the Supplier's discretion.
- 6.4 The Supplier makes no other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

7. Returns and Claims

7.1 Returns of products will only be accepted with the prior written authorization of the Supplier.

7.2 Approved returns must be made within 14 days of delivery in their original packaging and condition, accompanied by a return authorization number provided by the Supplier.

7.3 Refunds or replacements will be issued only after the returned goods have been inspected and approved by the Supplier.

7.4 The Customer must inspect the goods upon receipt and report any visible damage or discrepancies within 3 days of delivery. Failure to report any such issues will be deemed acceptance of the products as received.

8. Limitation of Liability

8.1 The Supplier's liability for any claim related to the products, whether based on contract, tort, or otherwise, shall not exceed the amount paid by the Customer for the specific products in question.

8.2 Under no circumstances shall the Supplier be liable for any indirect, incidental, or consequential damages, including but not limited to loss of profit, business interruption, or damage to third parties, arising from the use or supply of the products.

8.3 The Supplier shall not be liable for any damages resulting from the misuse, improper storage, or incorrect installation of the products.

9. Force Majeure

9.1 The Supplier shall not be liable for any failure to perform or delay in performance of its obligations under this Agreement due to events beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or interruptions to transportation, supply, or production.

9.2 In the event of a Force Majeure event, the Supplier may, at its discretion, extend the time for delivery or terminate the contract without any liability.

10. Governing Law and Jurisdiction

10.1 This Agreement shall be governed by and construed in accordance with the laws of UAE, and any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of UAE.

10.2 Any disputes between the parties shall first be attempted to be resolved through negotiation or mediation before resorting to legal action.

11. Intellectual Property

11.1 All intellectual property rights related to the products, including trademarks, patents, and designs, remain the property of the Supplier.

11.2 The Customer agrees not to reproduce, copy, or otherwise use any of the Supplier's intellectual property without prior written consent.

12. Confidentiality

12.1 The Customer agrees to maintain the confidentiality of any proprietary or sensitive information provided by the Supplier in connection with the sale of goods. This includes pricing, product specifications, and other trade secrets.

13. Entire Agreement

13.1 These Terms and Conditions, along with any specific order confirmations or written agreements, represent the entire agreement between the Supplier and the Customer, superseding any prior agreements or understandings.

14. Contact Information

For any inquiries or assistance, please contact DATSON Building Materials Trading L.L.C at:

Address: P.O. Box 91176, Dubai, UAE

Phone: +971-43515060

Web: www.datsonbm.com

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