

AQUA REACH GENERAL TRADING LLC - GENERAL TERMS & CONDITIONS OF SALE

- 1. DEFINITIONS**

In these terms & conditions of sale:

 - 1.1** "The Company" means Aqua Reach General Trading LLC. "The Customer" means any person,
 - 1.2** persons, or company who places an order, or buys any goods from the Company and includes servants, agents or sub-contractors of any such person or Company.
 - 1.3** "Goods" means any edible and non-edible items, which are supplied by the Company.
 - 1.4** "Contract" means a contract between the Company and the Customer for the supply of Goods.
- 2. GENERAL**

Any quotations made, orders accepted and sales effected are subject to the following conditions and no alteration, modification or term inconsistent herewith shall have effect unless expressly accepted in writing by the Company.
- 3. DESCRIPTION**

Illustration and descriptions in our catalogue, website, brochure or documents accompanying quotations, sales promotions are correct in general details. The Company however reserves the right to vary or modify the specification without notice (unless a written undertaking has been given to the contrary) provided that there shall be no material change in the basic function of the Goods supplied.
- 4. PRICES AND VARIATION OF QUOTATION** Should any information or data supplied by the Customer to the Company prove to be incomplete or inaccurate in any respect, the Company reserves the right to make such amendments as may be necessary or cancel the quotation or order unless otherwise agreed in writing. Any discount agreement which may be agreed between the customer and the Company will only be binding upon the Company if such an arrangement is evidenced in writing by the Company and in any event such an arrangement will only be applicable so long as the remainder of the Company's terms and conditions as to payment as otherwise are strictly complied with. The company shall be entitled to disallow all discounts to any customer from the date of breach of any of the Company's terms and conditions and any forbearance by the Company by the Company continuing to allow discounts shall not be deemed to be a waiver of the Company's rights retrospectively to recover the discounts so allowed.
- 5. TITLE**

Title in the Goods supplied or installed shall not pass to the Customer until all sums due from the Customer to the Company however they shall have arisen have been received in full. Until the title passes to the Customer, Goods shall be stored in such a way that they are clearly the property of the Company. In the event of non-payment on the due date, for any reason or should any of the forms of insolvency detailed in Clause 12 herein commence against the Customer, the Company shall have the right, without giving notice and without incurring liability, to enter in the Customer's premises and to take possession of any of the Goods supplied by the Company to which title has not passed to the Customer. This right shall be without prejudice to any other legal rights or remedies available to the Company.
- 6. SETTLEMENT TERMS**
 - 6.1** Unless otherwise specified in writing all sums payable in respect of Goods supplied under any Contract must be paid without deductions within 7 days from the invoice date unless a prior written agreement has been reached between the Company and the Customer.
 - 6.2** Failure to pay by the due date shall entitle the Company to suspend delivery of all unexecuted orders. Time for payment for the Goods shall be of the essence in the Contract.
 - 6.3** The Company reserves the right at any time in its absolute discretion to demand immediate payment of any account whether due or not and to take legal action to recover the debt and costs.
 - 6.4** If payment shall not be made in accordance with Clause 6.1 above, the Company reserves the right to charge interest on the overdue balances at the rate of 4% above Central Bank base rate for the period from the date upon which payment shall have become due until the date upon which payment shall be made including any period after the date of any judgment or Decree against the Customer.
- 6.5** In the event of any cheques, standing orders or direct debits from a Customer to the Company being dishonored, charge of \$50 + VAT r or such other sum as the Company may from time to time advise the Customer) will be made on the Customers account to cover bank and administrative costs.
- 6.6** The Company reserves the right in its absolute discretion to refuse to grant credit.
- 7. RISK**

The risk of loss of or damage to the goods delivered under this contract shall pass to the Customer upon delivery to the Customers premises. Delivery under this condition shall be deemed to have been effected upon the delivery vehicle reaching the delivery site. The unloading of the delivered Goods from the vehicle and the movement and storage of the said Goods shall be the responsibility and at the risk of the Customer.
- 8. DELIVERIES AND DELAY**
 - 8.1** Deliveries of Goods to the Customer shall be in accordance with the Company's delivery schedule. Time for delivery shall not be of the essence unless otherwise agreed by the Company in writing and the Company shall not be liable for any loss or damage whatsoever arising as a result of failure to deliver goods by a particular date or arising as a result of any cause beyond the Company's control.
 - 8.2** Delivery of goods shall be made by the Company to such premises as the Customer shall reasonably require. The Customer shall allow the Company reasonable access to such premises and shall use best endeavours to ensure that a responsible person shall be at the place of delivery to take delivery of the Goods and to sign for them. In the event of no such person being present at the time of delivery the customer hereby consents to the Company leaving the Goods at what appear to be the premises nominated by the Customer as the place of delivery and when the Goods are so left the Customer shall be fully responsible for storage and insurance of the Goods and no liability shall pass to the company in respect of the Goods.
 - 8.3** If the Customer fails to take delivery of the Goods or fails to give the Company adequate delivery instruction at the time stated for delivery then without prejudice to any other right or remedy available to the Company, the Company may:-
 - 8.3.1** Charge the Customer the cost of carriage of the refused delivery both to and from the Customer's designated premises in addition to the Company's administration charges involved; and/or
 - 8.3.2** Store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; and/or
 - 8.3.3** Sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under Contract or charge the Customer for any shortfall below the price under the Contract.
- 9. DAMAGE/LOSS IN TRANSIT AND RETURN OF GOODS**

Goods should be examined on arrival by the customer or his agent and any obvious defect, damages, shortage or loss be entered on the delivery note/carriers note/invoice, or the delivery note/carriers note/invoice is to be signed that the Goods were accepted unexamined. In the event of any damage/loss not apparent at the time of delivery, claims must be submitted within 24 hours for perishable (fresh) products and 48 hours for Frozen and Dry Goods products. Under no circumstances shall credit be given or Goods replaced of the Goods are returned to the Company without the prior consent of the Company. Such written consent shall not be deemed to be evidence of any agreement to cancel the order or an admission by the Company of any defects in the Goods supplied. The Company reserves the right to make a handling charge of not less than 1.5% of the net invoice price in respect of any goods returned to it with its consent.
- 10. CANCELLATION OF ORDER**

The Customer without the written consent of the Company cannot cancel any order accepted by the Company. The Company reserves the right upon consent being given to levy a cancellation charge of not less than 20% to indemnify the Company for any loss whatsoever (including loss of profit) arising from the cancellation. Non-stock goods ordered on behalf of the Customer cannot be returned unless the manufacturer/supplier agrees to accept them.
- 11. INSOLVENCY OF CUSTOMER**

In the event that:

 - 11.1** The customer makes any Voluntary Arrangement with its Creditors, proposes to enter into a Company Voluntary Agreement, enters into Administration, is unable to pay its debts as they fall due, makes application to a court to suspend enforcement action against it or goes into liquidation (in the event that the Customer is in a company) or becomes apparently insolvent, enters into a Trust Deed or voluntary arrangement for the benefit of its creditors (in the event that the Customer is an individual or firm), or if the equivalent occurs under any jurisdiction; or
 - 11.2** An encumbrancer takes possession of, or a receiver or administrative receiver is appointed over, any of the property or assets of the Customer; or
 - 11.3** The Customer suspends any payments hereunder or ceases, or threatens to cease, to carry on business; or
 - 11.4** The Company reasonably considers that any of the events mentioned above is about occur in relation to the Customer and notifies the Customer accordingly; without prejudice to any other rights or remedies available to the Company, the Company shall be entitled forthwith to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer and if Goods have been delivered but not paid for, the price shall become immediately payable notwithstanding any previous agreement to the contrary.
- 12. LIMITATIONS OF THE COMPANY'S LIABILITIES**
 - 12.1** This condition is intended to exclude or to limit the Customer's rights and remedies against the Company. It shall not give the Customer any additional rights and remedies and shall not affect the Customer's duty to mitigate any loss or damage.
 - 12.2** The Customer's remedies against the Company for any breach shall be strictly limited to damages as limited by these conditions.
 - 12.3** Notwithstanding Clause 13.4 below, the Company does not limit or exclude liability for damage to tangible property not in excess of £1 million or for death or personal injury or in so far as it results from negligence for its liability for any breach of the undertakings as to title implied by Section 12 of the Sale of Goods Act 1979.
 - 12.4** The Company shall not be liable for the following howsoever caused:
 - 12.4.1** Financial loss or damage (including loss of income, profits, goodwill or anticipated savings).
 - 12.4.2** Consequential or indirect loss or damage.
 - 12.4.3** Third Party claims against the Customer.
 - 12.5** All representation, conditions or warranties (other than as expressly contained in these conditions) whether expressed or implied statutory or otherwise are hereby excluded.
- 12. ADDITIONAL TERMS**
 - 13.1** No forbearance or indulgence on the part of the Company in enforcing these Conditions shall in any way restrict, waive or prejudice any rights which the Company may have under these Conditions or howsoever against the customer.
 - 13.2** These Conditions represent the entire contract between the parties hereto and supersede all prior agreements or communications (oral or written) between the parties with the exception of information or dates referred to in Clause 3 to 4.
 - 13.3** In any of the provisions of these conditions are held to be invalid under any applicable statute or rule of law, they are to that extent deemed omitted.
 - 13.4** The Company, but not the Customer, may assign the benefit of any Contract.
 - 13.5** The Company shall incur no liability whatsoever for any breach of a Contract occasioned by circumstances beyond its control or by reason of force majeure and in particular but without prejudice to the generality of the foregoing by reason of any delay or failure on the part of the manufacturer/supplier of any of the Company's products to supply such products to the Company.
 - 13.6** Any written communication given pursuant to these Conditions shall be deemed to have been received by the addressee three days after its dispatch in the ordinary course of post.
 - 13.7** All Contracts between the Customer and the Company for any Goods shall be governed by the Laws of UAE.
 - 13.8** If the Customer is a partnership the liability of the individual partners to the Company shall be joint and several.
 - 13.9** The signature on behalf of a Customer which is a limited company by any person purporting to sign with the Customer's authority shall bind the Customer and the Customer shall be liable to comply with these terms.