

DMCC Food Trade Group Standard Terms and Conditions for intra-UAE sales of goods

- 1. Sale**

It is agreed between the party identified as the Seller and the party identified as the Buyer (together the **Parties**) that the Seller will sell and the Buyer will buy the Goods as described in the attached documentation (the **Goods**), in the quantities specified, suitably packaged for the Goods in question to withstand ordinary wear and tear, on the terms and conditions set out below.
- 2. Delivery**

Delivery shall be given and taken at the agreed place and at the specified time or during the specified delivery period (**Delivery**).
- 3. Title and Risk**

Title and risk in the Goods shall pass from Seller to Buyer at Delivery.
- 4. Payment**

Payment shall be made by the means set out in the agreement, on or before the time specified, according to any additional instructions.
- 5. Determination of quantity and quality**

Unless otherwise specified, upon acceptance of the Goods by the Buyer at Delivery the Buyer waives all claims for quality and quantity and shall not be able to reject the Goods thereafter.
- 5. VAT**

Unless otherwise specified, the price(s) set out in the agreement are exclusive of Value Added Tax (VAT).
- 6. Force Majeure**

Neither Party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any obligations under this agreement if such delay or failure results from an event of force majeure. An event of force majeure means any circumstance which is not within a Party's control, including: Acts of God, flood, drought, earthquake or natural disaster; terrorist event, war or warlike events, civil commotion or riots; imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination; or industrial action, strike or lockout. In such circumstances, the affected Party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for four weeks, the Party not affected may terminate this agreement by giving 3 days' written notice to the affected Party.
- 7. Time is of the essence**

Time is of the essence for any times, dates, and periods specified in this agreement.
- 8. No Waiver**

No failure or delay by a Party to exercise any right or remedy provided under these Terms & Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 9. Amendment**

No variation of these Terms & Conditions shall be effective unless it is in writing and signed by the Parties or their authorised representatives.
- 10. Entire Agreement**

This agreement shall constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11. Confidentiality**

The Parties shall keep confidential and shall not, without the written consent of the other Party, divulge to any other Party any of the terms of this agreement or any other documents or information furnished directly or indirectly by a Party in connection with the Sale.
- 12. Law and Dispute Resolution**

This agreement shall be governed by and construed in accordance with English law. If any dispute, claim, controversy or difference between the Parties arises out of or in connection with this agreement, including any question regarding its existence, validity, interpretation or termination (**Dispute**), then the Parties will attempt to settle it by mediation in accordance with the DMCC Disputes Centre Mediation Rules (**Mediation Rules**), which rules are deemed to be incorporated by reference into this clause. If the Dispute is not resolved within thirty (30) days after a Party has made a written request for mediation (**Request**) in accordance with the Mediation Rules or either Party fails to participate or ceases to participate in the mediation within thirty (30) days after a Party has made a Request, then the Parties agree that the courts of the DIFC shall have exclusive jurisdiction to finally determine the Dispute.
- 13. Disclaimer**

The DMCC Food Trade Group Standard Terms and Conditions of Trade for intra-UAE sales of goods is provided for the purposes of general information and guidance only and is not intended to constitute legal or other professional advice on which reliance should be placed. Should you require legal advice in relation to any commercial or business related matter, DMCC recommends that you obtain specialist and independent legal advice. DMCC makes no representations, warranties or guarantees, whether express or implied that the information and content is accurate, complete and/or up-to-date. Neither DMCC nor any other DMCC entity or affiliate accepts any responsibility for any loss which may arise from reliance on information or material contained in the DMCC Food Trade Group Standard Terms and Conditions of Trade for intra-UAE sales of goods.