

GENERAL TERMS AND CONDITIONS OF SALE

Kangaroo Plastics Middle East LLC

1. Interpretation

In these Conditions the following definitions apply:

Business Day	means a day other than Friday, Saturday and public holidays when banks generally are open for non-automated business in the UAE;
Buyer	means the person[s] or firm who purchases Goods from the Seller;
Conditions	means the terms and conditions set out in this document;
Confidential Information	means any commercial, financial or technical information, information relating to products, plans, knowhow or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to this Contract;
Contract	means the agreement between the Seller and the Buyer for the sale and purchase of Goods incorporating these Conditions;
Delivery Location	means the address for delivery of the Goods as set out in the Order;
Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to an act of God, fire, rain or storm, earthquake or other natural disaster; failure in production or production equipment; demands or requests of Government authorities; war, riot, strikes, labour shortages or civil unrest; interruption or failure of supplies of power, fuel, water, raw materials, transport, equipment or telecommunications service; or material required by for performance of the Contract);
Goods	means the goods set out in the Order and to be supplied by the Seller to the Buyer;
Intellectual Property	means copyright, patents, know-how, trade secrets, trademarks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, mask works, utility models, domain names and all similar rights;
Order	means the Buyer's order for the Goods from the Seller, as set out in the Buyer's written acceptance of the Seller's quotation for the supply of Goods;
Seller	means Kangaroo Plastics Middle East LLC, P.O. Box 50912, Dubai, U.A.E;
Specification	means the description or specification of the Goods set out in the Order and provided by the Buyer.

2. Application of these terms and conditions

2.1 These terms and conditions apply and shall, along with the Order and the Seller's acceptance, constitute the complete Contract between the Seller and the Buyer. They supersede any previously issued terms and conditions of supply.

2.2 No terms or conditions endorsed on, delivered with, or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the Contract and are hereby expressly rejected by the Seller.

2.3 No variation of these Conditions or to an Order, or to a quotation from the Seller will be binding unless expressly agreed in writing and executed by a duly authorised signatory on behalf of the Seller.

2.4 Each Order by the Buyer to the Seller will be deemed to be an offer to purchase Goods and subject to the Conditions.

2.5 The Seller reserves the right at all times to reject any Order, in whole or in part, at its sole discretion.

2.6 Any quotation by the Seller for the provision of Goods will be deemed to be:

2.6.1 an invitation to treat (and shall not be an offer) by the Seller to supply Goods on and subject to the Conditions; and

2.6.2 will be valid within the time limit set out therein.

2.7 A Contract will be formed upon the earlier to occur of: -

2.7.1 written acceptance by the Seller of the Buyer's Order;

2.7.2 Seller has started the execution of the Buyer's Order; and/or

2.7.3 the execution of a specific written agreement by both the Seller and the Buyer.

2.8 Upon the formation of a Contract as outlined in clause 2.7, no variation of the terms of cancellation of an Order may be made by the Buyer without the written agreement of the Seller.

3. Price

3.1 The price for the Goods will be as set out in the Seller's quotation or in default of such provision will be calculated in accordance with the Seller's standard scale of charges in force on the date of formation of the Contract.

3.2 The price includes standard packaging. In the event the Buyer requires packaging other than the standard provided by the Seller, then further packages charges will apply.

3.3 The price is payable as set out in the Supplier's quotation. It is understood and agreed by the Customer that the Price is inclusive of any value added tax (â€œVATâ€), or similar tax, which shall be added thereon as applicable.

4. Payment

4.1 The Seller will invoice the Buyer for Goods in the manner agreed upon in the Order.

4.2 The Buyer will pay all invoices:

4.2.1 in full, without deduction or set-off in the manner agreed upon in the Supplier's quotation, and where VAT is charged, the Customer will pay the amount of VAT upon receipt of a valid tax invoice from the Supplier; and

4.2.2 to the Seller's nominated bank account specified in the Seller's quotation.

4.3 Where sums due hereunder are not paid in full by the due date:

4.3.1 the Seller may, without limiting its other rights, charge interest on such sums at ten percent (10%) a year compounded annually, and

4.3.2 interest will accrue on a daily basis, and apply on the unpaid amount from the due date for payment until actual payment in full, whether before or after judgment of any court deliberating in the matter.

5. Credit limit

5.1 The Seller may set and vary credit limits from time to time and withhold all further supplies if the Buyer exceeds such credit limit.

6. Delivery

6.1 The Goods will be:

6.1.1 delivered to, accepted and received by the Buyer, his carrier or his duly appointed representative at the Delivery Location specified in the Order, or

6.1.2 made available for collection by the Buyer at the premises set out in the Order. The Buyer will collect the Goods within the period specified in the Order.

6.2 The Goods will be deemed delivered:

6.2.1 if delivered by or for the Seller under clause 6.1.1, on arrival of the Goods at the Delivery Location;

6.2.2 if collected by the Buyer under clause 6.1.2, on completion of loading at the Seller's premises.

6.3 The Goods may be delivered by instalments. Any delay in delivery or defect in an instalment will not entitle the Buyer to cancel any other instalment.

6.4 Each delivery of the Goods will be accompanied by a delivery note stating:

6.4.1 the date of the Order;

6.4.2 the relevant Buyer and Seller details;

6.4.3 the product numbers and type and quantity of Goods in the consignment and specifications as mentioned in the order;

6.4.4 any special handling and other instructions; and

6.4.5 The Seller will use its reasonable endeavours to meet delivery dates but such dates are approximate only, and time of delivery is not of the essence.

6.5 If the Buyer fails to accept delivery of or collect the Goods as provided in clause 6.1.1 or 6.1.2 on the date or within the period set out in the Order:

6.5.1 delivery of the Goods will be deemed to have occurred on the date set out in the Order; and

6.5.2 the Seller will store and insure the Goods pending delivery, and the Buyer will pay reasonable storage and insurance charges.

7. Inspection, Notification of Defects and Damages

7.1 The Buyer shall inspect the Goods delivered for quality and specification and, in the event of a non-conformity to the Specification, shall notify the Seller in writing within 30 Business Days of delivery or before actual usage of the Goods whichever happens earlier.

7.2 No replacement will be made, nor any claim or compensation paid, by Seller to Buyer if materials are found defective after the period referred to in clause 7.1.

7.3 In the event that the Seller, in its sole discretion, finds defects as set out in clause 7.1, the Seller shall issue a credit note at the rate invoiced. Replacement items will be provided on the same conditions as the returned defective Goods.

7.4 The Buyer shall provide the Seller with access to the defective Goods for investigation purposes.

7.5 The Seller will not be liable for any failure of the Goods if the Goods were made to Specification.

8. Title and risk -

8.1 Risk in the Goods will pass to the Buyer on delivery under clause 6.1.

8.2 Title to the Goods will pass to the Buyer once the Seller has received payment in full for the Goods.

8.3 Until title to the Goods has passed to the Buyer, the Buyer will:

8.3.1 take all reasonable care of the Goods and keep them in reasonable condition;

8.3.2 insure the Goods: (i) with a reputable insurer (ii) from the date of delivery (iii) against all risks (iv) for an amount at least equal to the price (v) noting the Seller's interest on the policy;

8.3.3 inform the Seller as soon as possible if it becomes subject to any of the events set out in clause 13.1;

8.3.4 provide the Seller such information concerning the Goods as the Seller may request from time to time.

8.4 The Buyer may use or resell the Goods in the ordinary course of its business until such time as it becomes aware or ought reasonably to have become aware that an event specified in clause 13.1 is or is likely to occur.

9. Obligations of the Buyer

9.1 The Buyer will:

9.1.1 place all Orders on the terms of the Conditions and ensure that the contents of any Order are complete and accurate;

9.1.2 ensure that the Specification which it provides is complete and accurate and contains all information the Seller may require;

9.1.3 co-operate fully with the Seller in relation to delivery or collection of the Goods;

9.1.4 strictly adhere to the payment terms set out in the Seller's quotation.

10. Liability

10.1 Neither party will be liable for loss of data, any form of indirect, consequential or special loss, or any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether any such loss is direct or indirect, and, in each case, however arising.

10.2 Other than as set out above, the Seller limits its liability (however arising) in respect of or in connection with the Goods in any instalment, and otherwise in connection with this Contract, to the price paid by the Buyer of defective products.

11. Confidentiality and Intellectual Property

11.1 Each party shall keep confidential all Confidential Information of the other party and will only use the other's Confidential Information as required to perform the Contract.

11.2 This clause 11 will remain in force three years after termination of the Contract.

11.3 All Intellectual Property and technical documents produced by the Seller such as drawings, descriptions, illustration and data on dimensions, performance and weight, references to standards shall remain the exclusive property of the Seller and may only be used for the agreed purposes or as the Seller may consent.

11.4 The Buyer hereby confirms that it maintain legal title of and the right to use the Intellectual Property it provides for the production of the Goods, and shall maintain that legal title and right during the entire Contract. The Buyer shall hereby indemnify and hold harmless the Seller for any and all losses, damages and/or costs suffered as a result of any claim by any third party to the Intellectual Property provided by the Buyer to the Seller.

12. Force Majeure

12.1 The Seller will not be liable if delayed in or prevented from performing its obligations due to Force Majeure.

12.2 If Force Majeure event continues for a period of 3 months, Seller is entitled to withdraw from the Contract without the Buyer having any right to compensation.

13. Termination

13.1 The Contract may be terminated forthwith at any time by the Seller on written notice to the Buyer if:

13.1.1 the Buyer commits a material breach, or series of breaches resulting in a material breach, of the Contract and such breach is not remediable or is not remedied within 15 days of written notice to do so;

13.1.2 the Buyer suspends or threatens to suspend payment of its debts, or is unable to pay its debts

as they fall due;

13.1.3 the Buyer negotiates with its creditors for rescheduling of its debts or passes a resolution for winding-up or for the appointment of an administrator, or a liquidator;

13.1.4 there is a material change in the management, ownership or control of the Buyer;

13.1.5 the Buyer suspends trading, ceases to carry on business, or threatens to do either;

13.2 In addition to its rights under clause 13.1 the Seller may terminate this Contract at any time by giving 15 days written notice to the Buyer if the Buyer has failed to pay any amount due under the Contract or under any previous contract for which money is due;

13.3 On termination of the Contract for any reason:

13.3.1 the Buyer will immediately pay all invoices of the Seller then outstanding, along with the interest as per clause 4.3;

13.3.2 the accrued rights and liabilities of the parties will not be affected; and

13.3.3 any clause which expressly or by implication are to survive termination will do so.

14. General

14.1 No set-off

All payments by the Buyer will be made without set-off or counterclaim, free and clear of and without deduction for any tax, levy, duty, charge, or withholdings of any kind now or in the future, imposed in any jurisdiction unless the Buyer is compelled by law to deduct or withhold any such amounts, in which case it will pay to the Seller such additional amount as will ensure that the Seller is paid the full amount it would have received but for such deduction or withholding.

14.2 Relationship

The parties are independent businesses and not principal and agent, partners, or employer and employee.

14.3 Severability

If any part of these Conditions is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from the Conditions and the remaining provisions of the Conditions will otherwise remain in full force.

14.4 Notices

Notices under this Contract will be in writing and sent to the persons and addresses set out in the Order and Seller's acceptance. They may be given, and will be deemed received:

14.4.1 by first-class post: two Business Days after posting;

14.4.2 by airmail: seven Business Days after posting;

14.4.3 by hand: on delivery;

14.4.4 by facsimile: on receipt of a successful transmission report from the correct number, and

14.4.5 by e-mail: on delivery.

14.5 Waiver

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

14.6 Priority

The terms of the Conditions prevail over those of the Order.

14.7 Entire Agreement

The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.

14.8 Succession

This Contract will bind and benefit each party's successors and personal representatives.

14.9 Governing Law & Jurisdiction

14.9.1 This Contract will be governed by the law of the United Arab Emirates.

14.9.2 Disputes will be submitted to the exclusive jurisdiction of the courts of the United Arab Emirates.