



The following definitions will apply in the interpretation of these terms and conditions: **“The Company” shall mean IDS Dubai FZCO** “The Customer” shall mean the body, whether incorporated or unincorporated, which purchases or intends to purchase goods from The Company. “Product” shall mean the things sold or supplied by The Company to the Customer under these terms and conditions even where the product is more in the nature of supply of services.

#### **General**

The terms and conditions shall govern all sales of any products to any Customers by The Company and shall override any additional or conflicting conditions the Customer may attempt to impose. No variation of these terms and conditions shall be valid unless agreed expressly and specifically in writing by The Company.

#### **Orders**

Orders should be posted, faxed or e-mailed to the Company’s offices in Dubai and must clearly identify the product(s), pack sizes and quantity ordered. The country of final destination must be quoted on all orders. All orders received are subject to acceptance by The Company. Each order shall be considered as a separate contract.

#### **Prices**

Prices charged would be those determined by the Company at time of shipment of the product, any change in price against the order would be advised to the customer prior to shipment.

#### **Delivery**

All prices are quoted ex warehouse, CIF or any other delivery terms are available on request for specific orders or enquiries. All risks in relation to the goods will pass to the Customer upon delivery to the Customer. All references by the Company to the timing of delivery to the Customer are estimates. In no case shall the estimated time of delivery to the Customer become a term of the contract. Every reasonable effort will be made on the part of the Company to meet agreed times and location for delivery, shipment or collection. However, these cannot be guaranteed and the

Company shall not be liable for any loss caused by delay in delivery. Every reasonable effort will be made by The Company to ensure product availability to meet orders for shipment. Actual availability can only be confirmed when the products for the order are assembled. The Company shall not be liable for any loss caused by the unavailability of product ordered. A freight amount shown on a proforma invoice will be based on a specific shipping route. A freight amount will vary if a Customer wishes to alter the route. Any additional charge will be added to the final invoice. All delivery terms are subject to the rules of Incoterms 1990.

### **Products**

The Company guarantees that all goods supplied conform in every respect to relevant UK legislation. However, it is the sole responsibility of the Customer to ensure that products ordered are acceptable under the laws of the Importing country in relation to labelling, packaging, ingredients and any other considerations. The accuracy of any special product requirement contained in the order is the responsibility of the Customer.

### **Claims**

The Customer upon receipt must inspect all products. Any claim on the Company by the Customer based on any defect in the quantity, quality or condition of the products must be reported in writing to the Company within three days of receipt, otherwise the products shall be deemed to have been accepted by the Customer.

### **Payment**

Payment is due within 30 days or on receipt of goods whichever is earliest. In the event that the Customer fails to make a payment to the Company when it becomes payable, the Company reserves the right to a) defer or cancel any further orders b) charge interest at 3% above Barclays Bank Plc base rate per month c) charge the customer all expenses, including legal fees, which the Company may incur in recovering such outstanding sums.

Payment by Bank Transfer should be made to : Please see page 5 for payment details.  
Retention of title. Notwithstanding the passing of risk in the products, the property in the products shall not pass to the Customer until the Company has received payment in full, together with payment of all other sums due. Documentation The Company shall give all reasonable assistance in obtaining the necessary documentation to accompany a shipment. However, the Company cannot accept responsibility for the acceptance of these documents by the authorities in an importing country. The Company reserves the right to charge the Customer for any documentation, inspection or other services supplied to the Customer in respect of their orders.

### **Jurisdiction**

These terms and conditions shall be governed by the laws of England.