Daly Middle East - Standard Terms And Conditions Of Sale

General

All goods supplied by us are sold only upon the following conditions. The placing of an order for any such goods, or the acceptance of our quotation of tender or of delivery of the goods, includes acceptance of the following conditions. Unless expressly agreed by us in writing, any other terms and conditions (including any which may be contained in your order) are excluded. Unless expressly incorporated in our quotation or tender, all descriptions, illustrations, drawings, dimensions, weights, measures, specifications, standards of performance or other descriptive matter or pre-contractual; statements are approximate only and shall not form part of the contract. Our record of any order placed by you verbally shall be conclusive as to the type and quantity of produce and the point and date of delivery.

Validity

Unless previously withdrawn, our quotation is open for acceptance within the period stated therein or when no period is so stated, within 30 days after its date, and is subject to written confirmation by us at the time of acceptance. All goods are offered subject to availability and upon receipt of order.

Delivery

Unless otherwise specified, the price quoted excludes delivery and will be Ex works collection Daly Middle East Dubai warehouse. Delivery can be arranged upon request and will be quoted accordingly if required.

Delivery Terms

Any lead-times quoted for delivery are approximate only and may be subject to change. Daly Middle East will not be held responsible for any delays caused by Customs Clearance, Manufacturing or any other delays which is beyond our control. The lead-times will only commence after the agreed advance payment is received and cleared funds into our bank account or from our order acknowledgement date if the customer has a credit account facility.

Delay in Delivery

If we do not receive sufficient forwarding instructions within 7 days after notification that the goods are ready for dispatch, you will either take delivery or arrange for storage. Otherwise we shall be entitled to arrange storage on your behalf and at your risk, whether at our own works (a charge of 1.5% of the invoice value of the goods will be added per month). We shall also be entitled to payment as if the goods had been duly delivered. All charges for storage, insurance or demurrage will be payable by you.

Passing of Property

Notwithstanding delivery, all goods supplied by us will remain our absolute property until you pay us in full for them and for all the other goods previously supplied by us. You will store the goods in such a way that they are readily identifiable as our property, but you may, as trustees for us, sell them to a third party in the normal course of your business. Upon any sale by you of the goods (either alone or with other items) all rights, which you have against the buyer, shall automatically vest in us. We shall be entitled, immediately after giving notice of our intention to repossess; to enter upon any premises with such transport as may be necessary and repossess any goods to which we have title under this Clause.

Loss or Damage in transit

Any shortage or damage must be clearly stated upon the driver's Delivery Note and a written statement of the facts received at our branch and by the Carrier (if not ourselves) within 48 working hours after the date of delivery, otherwise no claim will be entertained. The package and contents should be retained for examination.

Prices

All goods are sold subject to the prices and any relevant discounts ruling at the time of delivery. Our prices, discount rates and Conditions of Sale may be altered at any time without notice. All discounts and prices are calculated upon a "complete order" basis. If, when placing your order you select only certain items or reduced quantities are specified, we must reserve the right to review the discounts and prices at which such orders are accepted.

Payment

Shall be as stated within our quotation or in the case of customers with credit account facilities - in full without retention or set-off shall be due not later than the end of the month following that in which the goods were delivered, or on earlier demand. If you do not comply punctually with these terms of payment we reserve the right to charge you interest on any amount overdue and without notice suspend further deliveries until all arrears (including interest) have been paid and, at our option, to rescind any subsisting contract with you as to all or any parts of future deliveries but without prejudice to any rights already accrued to us under such contracts.

Performance

It is your responsibility to determine that the goods are sufficient and suitable for the purpose intended. We cannot accept any responsibility either in respect of the installation of any goods or as to the ultimate performance of any product in which the goods may be installed. We shall in no way be liable for any direct or consequential damage, loss or expense arising from any defect or inefficiency by the manner in which the goods are used.

Defects after delivery

All goods supplied by us are manufactured by others. Accordingly we shall pass on to you the benefit of the warranty, if any, given by the manufacturer of the goods. Our liability under this Clause shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the goods, and we shall not be under any liability, whether in contract or otherwise, in respect if any defect in the goods delivered or for any injury, damage or loss resulting from such defects or from any work done in connection therewith.

Return of Goods

In no circumstances may goods supplied against a firm order be returned without prior consent and the Return Material Authorization (RMA) form stating the reason for the return. All goods returned must be securely packed and unless we arrange collection, consigned carried paid. We reserve the right to make a handling charge, and the issue of our collection note will not bind us to any credit in respect of the goods. A Daly Middle East returns policy is available upon request.

Cancellation

Where goods have been specially ordered from the factory, particularly made-to-order items, or valves with options and / or extras, we cannot accept cancellation of the order, once confirmed.

Termination

We may without prejudice to our other rights and remedies determine the contract or any unfulfilled part of it or withhold further

deliveries or make partial deliveries if:

- you fail to make payment on the due date under this or any contract between us;
- you cancel or suspend or commit any breach of this or any other contract between us;
- you become insolvent or make any composition with your creditors or have a receiver appointed of all or any part of your undertaking or assets or go into liquidation (save the purpose of amalgamation or reconstruction) and we shall be entitled to recover from you our loss of profit or loss of resale.

Waiver

Any failure by us to enforce any or all of the Conditions shall not be construed as a waiver of our rights hereunder.

Product Certificate

Certificates are available upon request only and may be subject to a Manufacturers charge.

UAE LAW AND JURISDICTION

Say where otherwise specifically agreed in writing signed by an authorized signatory of the Purchaser, the Contract shall in all respects be construed in accordance with the laws of United Arab Emirates, and the courts of United Arab Emirates shall have exclusive jurisdiction over any dispute or difference arising out of or in connection with the Contract.