



MAB Food Trucks Trading LLC
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CONDITIONS OF BUSINESS OF MAB FOOD TRUCKS TRADING LLC

GENERAL

1. In these conditions of business
"The Client" means any person entering into a Contract with the Company.
"The Goods" means any goods provided by the Company and as further defined in clause 3 below.
"The Company" means MAB Food Trucks Trading LLC (Company License number 760393).
2. All business undertaken including information or services provided whether gratuitously or not by the Company is transacted subject to these terms and conditions which shall be deemed to be incorporated into any contract between the Company and the Client.

PRICE & CONTRACT

3. A binding contract ("the Contract") for the sale and purchase of goods and/or parts thereof and/or services provided by the Company (collectively hereinafter called "Goods") shall come into being on the Company's written acceptance of the Client order and accordingly unless otherwise provided in writing quotations shall be invitations to treat and not offers capable of acceptance.
4. The purchase price of the Goods ("the Price") shall be the price stated or referred to in any sales invoice issued by the Company and shall be exclusive of Customs and all other (if any) duties, and insurance (unless otherwise agreed in writing).

MODIFICATIONS

5. All goods and/or services are supplied to the Client on the terms set out below and there shall be no variation thereto whatsoever unless expressly accepted in writing by a director of the Company.

RIGHT TO CANCEL CONTRACT

6. "Client" has the right to cancel the contract by maximum 14 days from the day of down payment. However, only 50% of down payment will be refundable.
7. To exercise the right to cancel, "Client" must inform "Company" at the address given above of your decision to cancel the Contract by a clear statement (e.g. a letter sent by post, fax or email). A note which accompanies these terms and conditions sets out your rights.

PAYMENT

8. Upon placing the order for the Goods the Client shall pay the Company a 60% deposit of the Price unless expressed differently in the contract. The work on the unit will not commence until the Company receives the deposit. The deposit is non-refundable unless the Contract is terminated in accordance with clause 7 above.
9. Payment of the balance of the Price shall be made on delivery. The Company must have received payment in cleared funds before Goods are released.
10. The Price excludes transportation unless otherwise specified in writing.
11. If the Client shall hinder or refuse delivery of the Goods by the Company whether by failure to provide delivery instructions or otherwise the Company shall have the right to invoice the Client for the Price and/or the balance of the Price (as the case may be) when the Goods are available for delivery and payment by the Client shall be made no later than ten days after the date of that invoice.
12. All payments due by the Client to the Company shall be made in AED (United Arab Emirates Dirhams).
13. All monetary transfer charges are the responsibility of the Client.

DELIVERY

14. The Company shall use all reasonable endeavors to deliver the Goods by the date estimated in the Contract but the Company will not be liable to the Client for any loss or damage sustained as a result of failure to deliver the Goods by such estimated date. Delivery takes place at the Company's premises. Any dates specified by the Company for delivery of the Goods are intended to be an estimate only. As soon as reasonably practicable after becoming aware of a delay to the estimated date for delivery the Company will give the Client confirmation of the updated delivery or collection date. If the Client refuses to accept the delivery or fails to collect the Goods on that date or within fourteen days thereof the Client shall be deemed to have cancelled the Contract. In such circumstances the Client will remain liable to the Company for any loss it sustains as a consequence of such cancellation. Any deposit is taken as security for the performance of the agreement to which it relates, and any failure by the Client to perform that agreement shall entitle the Company to forfeit it, or sue for specific performance and/or damages at its discretion.

VARIATIONS

15. The Company shall not be obliged to carry out any variations to the Contract for the Goods unless the Client submits written requests for such variations containing an exact description of the work and/or parts required and the Client accepts in writing the Company's terms for resulting addition or variation to the Price of the Goods.

GUARANTEES

16. Subject to clauses 28 to 33 below the Company guarantees new Goods as well as used and refurbished Goods against any defects in design workmanship construction or materials for a period of one year from the date of delivery. If any defect manifests itself during that period the Company will at its own expense repair or replace the Goods upon the Client returning the Goods at the Company's own expense to the Company at its premises in Dubai, UAE. The Client is also responsible for the transportation of bring the Goods to Company premises in Dubai and cost of returning to the Client's premises. All goods are commissioned and tested before delivery and the client has the right to participate in the testing/commissioning practice.
17. The Company will free of charge to the Client carry out such service and maintenance on the Goods as the Company shall in its absolute discretion deem necessary for a period of one year from the date of delivery.
18. All parts supplied by the Company not of its manufacture are not covered by this warranty and are subject to the warranty of the makers beyond which the Company accepts no responsibility i.e. kitchen equipment. AC. Generator, etc
19. It being understood by the Client that any repair work undertaken or replacement supplied does not extend the warranty period.
20. These Guarantees shall not apply to:
 - (a) Any defect which (in the opinion of the Company) arises by reason of misuse, misapplication, neglect or accident, or as a result of the Client failing to follow the Company's or manufacturer's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods



(b) Any Goods, which have been altered, modified, or repaired without the prior written consent of the Company.

TITLE AND RISK

21. Property of the Goods shall remain with the Company until the Client has paid all monies owed to the Company in full.

SPECIFICATIONS

22. Any particulars of weights, measurements, power performance given in advertisements, brochures, catalogues, in correspondence or verbally although given in good faith must always be taken as approximate only and not in any way as a guarantee.

23. The Company retains the right to use all photographic material of the Goods for promotional purposes without account to the Seller.

LEGAL CONSTRUCTION AND GOVERNING LAW

24. The Contract and these conditions shall in all respects be construed and interpreted in accordance with UAE law and shall be subject to the exclusive jurisdiction of the UAE courts.
25. No representative or agent of the Company has any authority to vary or add to these terms of business or the specifications of the Goods ordered except when confirmed by a director of the Company in writing.

FORCE MAJEUR AND MICELLANEOUS

26. The Company will not be liable for any loss or consequential liability or damage sustained by the Client by reason of act of God, war, riot, fire, strike, lock-out, government control or regulation, abnormal weather conditions, accident, breakdown or any other circumstances beyond the Company's control.
27. If the manufacture transport or delivery of the goods is prevented interrupted delayed by circumstances beyond the Company's control including, but not limited to, war, civil riot, shipping delays, vessels availability, shipwreck or any accident at sea, in the air or on the land, fire, flood, government order or control, or in any form strikes, lock – outs reduction in or unavailability of power supply or breakdown of plant or machinery or shortage or unavailability of raw materials from normal sources or in any event for which a third party is responsible the Company shall have the right to cancel or delay delivery the amount delivered or cancel the supply of Goods in such manner as it may deem reasonable and the Company shall not be liable for breach of contract other than as set out in these conditions.
28. The benefit and burden of these conditions may not be assigned by the Client without the Company's prior written consent.
29. This agreement constitutes the entire agreement between the parties and supersedes all previous drafts, agreements, arrangements, understandings and conventions between them, whether written or oral, relating to the subject matter of the Contract.
30. The Company and the Client both acknowledge that in entering into the Contract they do not rely and have not relied on any representations made by or on behalf of the Company, save where such representations have been confirmed or set out in writing and signed by a director of the Company.
31. No waiver of any rights arising under these conditions shall be effective unless in writing. Any such waiver shall not be considered as a waiver of any subsequent breach, whether of the same or any other provision.