

SIGMA TRADERS USA

MASTER TERMS OF SALE

Business-to-business transaction terms

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Seller: Lawwamah Enterprises LLC, a Texas limited liability company operating under the Sigma Traders USA brand

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operations@sigmatradersusa.com | 5900 Balcones Drive, Suite 27772, Austin, Texas 78731, USA

MASTER TERMS OF SALE

1. Scope, Parties, and Definitions

Seller. "Seller," "Sigma Traders USA," "Sigma," "we," and "us" mean Lawwamah Enterprises LLC, a Texas limited liability company operating under the Sigma Traders USA brand. Business-to-Business Scope. Seller offers goods for business, commercial, institutional, professional, governmental, and qualified resale use. Seller does not knowingly accept orders intended primarily for personal, family, or household use and may reject or cancel an order that does not meet its business-account requirements. Buyer. "Buyer" means the business entity or governmental organization identified in an accepted quotation or order confirmation. An individual signing for Buyer represents that the individual has authority to bind Buyer. Business Day. Monday through Friday, excluding United States federal holidays. Published Saturday service hours do not change contractual Business Day calculations. Governmental Buyers. Sales to governmental entities may be subject to mandatory procurement requirements. Government purchase-order terms apply only to the extent required by applicable law or expressly accepted in writing by Seller.

2. Acceptance and Incorporation

These Terms, together with the Shipping & Delivery Policy, Returns & Claims Policy, accepted quotation, order confirmation, and product-specific terms, are incorporated into each transaction. Buyer accepts the applicable documents by signing or electronically accepting a quotation, submitting a purchase order in response to a quotation after receiving reasonable notice of these Terms, paying an invoice that incorporates them, or accepting delivery after receiving reasonable notice of them. Seller's acceptance of a purchase order is expressly conditioned on Buyer's assent to Seller's transaction documents. Any additional or conflicting legal terms proposed by Buyer are rejected unless expressly accepted in a writing signed by an authorized representative of Seller.

3. Quotations and Order Acceptance

Quotations; No Automatic Offer. A quotation is provided for commercial review and invites Buyer to submit an order. It is not a binding obligation to sell unless it expressly states otherwise. Order Acceptance. An order becomes binding only when Seller issues a written or electronic order confirmation, or otherwise expressly accepts the order. Acceptance is subject to supplier availability, pricing verification, payment or credit approval, product and channel eligibility, and receipt of all required information. Quote Validity. Unless a quotation states a different period, it expires seven calendar days after issuance. Expiration does not obligate Seller to renew the quoted price or availability. Electronic Records. "Writing" and "written" include email, electronic acceptance, and system-generated order confirmations attributable to the parties.

4. Pricing, Errors, and Minimum Orders

Pricing. Prices apply only to the products, quantities, delivery terms, and validity period stated in the quotation. Prices for unaccepted orders may change because of supplier price changes, tariffs, material costs, exchange-rate effects, or freight volatility. Errors. Seller may correct clerical, calculation, data-entry, supplier-pricing, or product-description errors before order acceptance. If a material error is discovered after acceptance but before shipment, Seller will notify Buyer and may propose a correction or cancel the affected line with a refund of amounts paid for that line. Minimums. Minimum order values, case quantities, pack requirements, or supplier thresholds may apply and will be stated in the quotation or price sheet. Specialized, non-stock, custom, or freight-intensive products may require higher minimums.

5. Payment

Prepaid Orders. Unless written credit terms have been approved, all orders must be paid in full by ACH, wire transfer, or an accepted credit card before Seller commits to the supplier order, releases available inventory, or authorizes fulfillment. Payment is received only when funds have cleared and are available without restriction. **Payment Security.** Seller may use reasonable fraud-prevention, payment-verification, and identity-verification measures and may require an alternate payment method or additional documentation before acceptance. **No Setoff Against Unrelated Transactions.** Buyer may not withhold payment of undisputed amounts arising from other transactions. Nothing in this clause waives a right of deduction or setoff that cannot lawfully be waived.

6. Commercial Credit

Eligibility. Buyer may request consideration for trade credit after completing at least three consecutive prepaid transactions in good standing. Meeting that threshold does not guarantee approval. **Good Standing.** Good standing means timely cleared payments, no unresolved chargebacks or material claims, no abusive return activity, and consistently accurate and verifiable business information. **Credit Review.** Approval may require a separate Commercial Credit Application and Credit Agreement, business-credit reports, trade and bank references, financial information, and other reasonably requested documents. **Credit is granted only in writing.** **Limits and Suspension.** Approved accounts receive a credit limit. Seller may reduce, suspend, or withdraw credit based on payment history, credit information, account activity, risk, or other reasonable commercial considerations. Orders exceeding available credit require payment before processing. **Credit Agreement Priority.** A signed Credit Agreement controls over these Terms for credit-specific matters. **Late Charges.** Past-due balances may accrue a charge at the lesser of 1.5% per month or the maximum rate permitted by applicable law, calculated from the due date until paid. **Collection Costs.** To the extent permitted by law, Buyer is responsible for reasonable costs incurred to collect past-due amounts, including reasonable collection-agency fees, court costs, and attorneys' fees recoverable under an enforceable agreement or applicable law.

7. Taxes and Exemption Documentation

Seller will charge applicable sales, use, or similar tax unless Buyer provides a valid and properly completed resale or exemption certificate that Seller accepts in good faith before the transaction is completed. Buyer is responsible for the accuracy, validity, and lawful use of exemption documentation. A permit number or copy of a sales-tax permit alone does not substitute for a properly completed certificate. Buyer must promptly notify Seller if an exemption ceases to apply and must indemnify Seller for tax, interest, or penalties caused by Buyer's inaccurate or unlawful certificate, except to the extent caused by Seller's failure to follow applicable law.

8. Availability, Backorders, and Substitutions

Availability. Product availability is not guaranteed until order acceptance. Supplier inventory may change before or after quotation. **Backorders.** If a product becomes unavailable, Seller may propose cancellation of the affected line, a revised delivery estimate, an approved substitute, or a partial shipment. No material additional freight charge will be incurred without Buyer's approval unless Buyer caused the charge. **Substitutions.** Seller will not substitute a materially different product without Buyer's approval, except where Buyer has authorized equivalents in advance.

9. Changes and Cancellation

Before Commitment. Buyer may request a change or cancellation before Seller has accepted the order or incurred a binding supplier, inventory, freight, or fulfillment commitment. After Commitment. Changes or cancellations require Seller's written approval and may be subject to supplier cancellation charges, restocking fees, freight costs, or other nonrecoverable expenses. Special-Order and Non-Stock Goods. These goods become non-cancelable and non-returnable once Seller places the supplier order or otherwise incurs a binding commitment, except where Seller agrees otherwise in writing or applicable law requires a remedy.

10. Resale, Marketplace, Territory, and Export Compliance

Buyer must accurately disclose intended resale channels when requested and may resell products only through channels permitted by the applicable manufacturer, supplier, distributor arrangement, territory restriction, and transaction documents. Third-party marketplace resale, including Amazon, Walmart Marketplace, eBay, or similar channels, is not permitted unless the applicable product and channel are eligible and that eligibility is confirmed in writing by Seller. Such confirmation does not constitute direct manufacturer authorization unless expressly identified as such. Buyer is responsible for maintaining its own seller-account approvals, complying with marketplace and export rules, observing geographic restrictions, and not transshipping products in violation of communicated supplier or manufacturer requirements.

11. Product Information and Selection

Buyer is responsible for confirming specifications, dimensions, materials, finishes, compatibility, ratings, standards, intended use, and quantity before acceptance. Seller may rely on manufacturer and supplier information and is not responsible for errors in third-party data that Seller did not know and could not reasonably have detected. Structural, safety-critical, code-sensitive, hazardous, or regulated products must be selected and used under appropriate professional guidance and manufacturer instructions.

12. Warranties

EXCEPT FOR ANY EXPRESS WRITTEN WARRANTY SPECIFICALLY MADE BY SELLER IN THE APPLICABLE ORDER CONFIRMATION, SELLER MAKES NO INDEPENDENT WARRANTY, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT AVAILABLE, APPLICABLE, AND TRANSFERABLE, SELLER WILL REASONABLY ASSIST BUYER IN ACCESSING A MANUFACTURER OR SUPPLIER WARRANTY ASSOCIATED WITH THE GOODS. SELLER DOES NOT WARRANT THAT A MANUFACTURER OR SUPPLIER WARRANTY EXISTS, IS TRANSFERABLE, OR PROVIDES A PARTICULAR REMEDY UNLESS EXPRESSLY STATED IN WRITING. No disclaimer limits an express written warranty that forms part of the accepted transaction or a liability that cannot lawfully be disclaimed.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, DOWNTIME, DELAY, LOST-PROFIT, LOST-REVENUE, LOST-USE, OR LOST-BUSINESS-OPPORTUNITY DAMAGES, WHETHER THE CLAIM SOUNDS IN CONTRACT, WARRANTY, TORT, STATUTE, OR ANOTHER THEORY, EVEN IF ADVISED OF THE POSSIBILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO A TRANSACTION WILL NOT EXCEED THE AMOUNT PAID TO SELLER FOR THE SPECIFIC GOODS GIVING RISE TO THE CLAIM. THESE LIMITATIONS DO NOT APPLY TO LIABILITY THAT CANNOT LAWFULLY BE EXCLUDED OR LIMITED.

14. Force Majeure and Allocation

Seller is not liable for delay or nonperformance caused by circumstances beyond its reasonable control, including severe weather, natural disaster, fire, labor interruption, transportation disruption, carrier-capacity constraints, cyberattack, utility or infrastructure failure, government action, embargo, supplier shutdown, product allocation, epidemic, or material shortage. Affected obligations are suspended for the duration of the event. Seller will provide reasonable notice where practical and may allocate available supply among customers in a fair and commercially reasonable manner. If the affected portion cannot reasonably be fulfilled within thirty calendar days after the estimated date, either party may cancel the unfulfilled portion. Seller will refund prepaid amounts for properly canceled, undelivered goods. Force majeure does not excuse payment for goods already delivered.

15. Governing Law and Dispute Forum

These Terms and transactions are governed by Texas law, without regard to conflict-of-law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods. Subject to mandatory law, the parties consent to exclusive jurisdiction in the state courts located in Travis County, Texas, and the United States District Court for the Western District of Texas, Austin Division.

16. Order of Precedence and Entire Agreement

If transaction documents conflict, the following order controls: (1) a signed or electronically accepted quotation; (2) Seller's written order confirmation; (3) product-specific terms expressly incorporated into the order; (4) these Master Terms of Sale; (5) Buyer's purchase order, but only for administrative details expressly accepted by Seller, such as product identification, quantity, ship-to location, requested delivery date, and internal purchase-order number. Conflicting boilerplate terms are rejected unless expressly accepted in writing by Seller. The controlling documents constitute the entire agreement regarding the transaction and supersede prior or contemporaneous oral and written representations concerning that transaction.

17. General Provisions

Amendments. A transaction-specific amendment must be in a writing signed or electronically accepted by authorized representatives of both parties. Seller may update website terms prospectively, but the version incorporated into an accepted order governs that order. **No Waiver.** Failure to enforce a provision is not a waiver of future enforcement. **Severability.** If a provision is unenforceable, it will be modified to the minimum extent necessary or severed, and the remainder will continue in effect. **Assignment.** Buyer may not assign an order or these Terms without Seller's written consent. Seller may assign receivables or transfer performance to an affiliate or service provider while remaining responsible for its obligations unless otherwise agreed. **Relationship.** The parties are independent contractors. Nothing creates an agency, partnership, fiduciary, franchise, or joint venture relationship. **No Third-Party Beneficiaries.** These Terms benefit only the parties and their permitted successors and assigns. **Survival.** Payment, tax, warranty, limitation, indemnity, dispute, confidentiality, and other provisions that by nature should survive will survive completion or termination. **Notices.** Notices to Seller must be sent to the email and address shown below, with a copy to any additional address stated in the order confirmation. Seller may send notices to Buyer's application, order, billing, or last-known business contact information.

Seller: Sigma Traders USA is operated by Lawwamah Enterprises LLC, a Texas limited liability company.
Contact: operations@sigmatradersusa.com
Business address: 5900 Balcones Drive, Suite 27772, Austin, Texas 78731, USA