

SIGMA TRADERS USA

RETURNS & CLAIMS POLICY

Delivery inspection, freight claims, returns, defects, and credits

VERSION 1.0 · EFFECTIVE AUGUST 29, 2026

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

Version: 1.0

Effective date: August 29, 2026

Last updated: August 29, 2026

Adopted for publication and operational use by Lawwamah Enterprises LLC.

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RETURNS & CLAIMS POLICY

1. Scope and Definitions

"Seller" means Lawwamah Enterprises LLC, a Texas limited liability company operating under the Sigma Traders USA brand. "Buyer" means the business customer identified in the accepted order. "Business Day" means Monday through Friday, excluding U.S. federal holidays. "RMA" means a Return Merchandise Authorization issued by Seller.

2. Inspection at Delivery

Before signing carrier documentation, Buyer or consignee must inspect pallet and carton counts, shrink-wrap or seals, packaging condition, punctures, crushing, moisture exposure, and other visible irregularities. Signing a delivery receipt without exceptions may materially impair the ability to prove that visible damage or shortage existed at delivery, but it does not automatically eliminate rights that cannot lawfully be waived.

3. Visible Freight Damage and Shortage

Visible damage, shortage, broken wrapping, crushed cartons, missing pallets, or seal irregularities must be described specifically and legibly on the carrier's physical or electronic delivery document. Buyer should take clear photographs before the driver departs where practical. General notations such as "damaged" may be insufficient; the notation should identify the affected pallet, carton, quantity, and visible condition.

4. Concealed Damage, Incorrect Goods, and Quantity

Discrepancies Concealed damage, incorrect products, and internal quantity discrepancies not reasonably visible at delivery must be reported to Seller in writing within five Business Days after delivery. This prompt-notice requirement supports investigation and mitigation; it does not shorten a non-waivable statutory claim period. Notice to Seller is separate from any formal carrier claim and does not extend or replace deadlines in the Bill of Lading, carrier rules, supplier warranty, or applicable law.

5. Claim Documentation and Preservation

A claim must include the invoice and order number, affected part numbers and quantities, photographs, packaging details, delivery receipt or Bill of Lading, tracking or PRO number, and a clear description of the issue. Buyer must preserve the goods, cartons, pallets, wrapping, labels, and other packaging until Seller or the carrier authorizes disposal, inspection, repair, or return. Seller may request additional documents, inspection, or a signed statement.

6. Carrier Claims

Where Seller arranged transportation, Seller will determine the party entitled or required to file the carrier claim, and Buyer must provide timely cooperation. Where Buyer arranged transportation, Buyer is responsible for filing and pursuing the claim. Seller may assist but does not guarantee carrier acceptance or payment. Buyer must mitigate loss and must not dispose of evidence without authorization.

7. Return Authorization

No return will be accepted, processed, or credited without a valid RMA issued by Seller's authorized returns representative. The RMA will identify approved items, quantities, reason, return location, expiration date, freight responsibility, packaging instructions, and expected fees. Goods returned without a valid RMA may be refused, returned to the sender, or held at the sender's expense. An RMA authorizes shipment for inspection and does not guarantee credit.

8. Return Request Deadline and RMA Expiration

Requests to return eligible non-defective goods must be submitted within the period stated in the quotation or order confirmation. If no product-specific period is stated, the request must be submitted within thirty calendar days after delivery. A shorter period applies only if disclosed before order acceptance. Once issued, the RMA expires unless the approved goods are shipped and tracking is provided within ten calendar days, unless Seller extends the authorization in writing.

9. Eligible Non-Defective Returns

Return consideration is generally limited to standard, active, non-defective goods ordered in error, over-ordered, or no longer required by Buyer, subject to supplier eligibility, the return-condition requirements, and the fees stated in the RMA. Seller may decline a return where the supplier does not accept it, the goods are no longer commercially resalable, or the return would create disproportionate cost or regulatory risk.

10. Condition of Returned Goods

Eligible goods must be unused, uninstalled, complete, undamaged, and in original unopened manufacturer packaging, with labels, instructions, components, and accessories intact. Shipping labels, writing, resale stickers, tape, or other markings must not be placed directly on manufacturer packaging. Goods must be safely over-boxed, wrapped, or palletized according to the RMA. Seller may deny or reduce credit for missing components, damaged packaging, concealed use, or noncompliance.

11. Non-Returnable Goods

Unless Seller supplied the incorrect item, an applicable defect remedy applies, or law requires otherwise, the following are non-returnable:

- special-order, custom, made-to-order, fabricated, cut-to-length, or modified goods;
- non-stock products after supplier commitment;
- discontinued, clearance, final-sale, expired, or short-dated goods;
- installed, partially installed, used, altered, damaged, or incomplete goods;
- opened adhesives, sealants, tapes, chemicals, consumables, or hazardous or regulated materials;
- opened or used personal protective equipment or hygiene-sensitive items;
- goods with damaged or defaced manufacturer packaging; and
- goods the manufacturer or supplier does not authorize for return.

12. Restocking Fees, Freight, and Return Risk

Eligible Buyer-error returns are subject to the restocking fee stated in the RMA, generally 20% of the approved product value, together with return freight and any disclosed supplier handling charge. A different fee applies only if disclosed before order acceptance or agreed in the RMA. Original outbound freight is non-refundable unless Seller caused the error or expressly agrees otherwise. Buyer is responsible for secure packaging, approved labeling, insurance where appropriate, and delivery to the exact RMA address. Risk of loss for Buyer-arranged returns remains with Buyer until the goods are received and accepted at the authorized return location.

13. Incorrect Products or Seller Error

No restocking fee or return freight charge will apply where Seller supplied an incorrect product or otherwise accepts responsibility in writing. Seller may issue a return label, carrier call tag, replacement, corrected shipment, credit, or refund as commercially appropriate. Buyer must preserve and return the incorrect goods as instructed.

14. Defects and Manufacturer or Supplier Warranties

Defect claims are subject to inspection, supporting documentation, and any applicable manufacturer or supplier warranty that is available and transferable. Seller does not independently create or extend a manufacturer warranty. Depending on the applicable program and confirmed findings, the available remedy may be repair, replacement, credit, or refund. Seller may require Buyer to communicate directly with the manufacturer or an authorized service center and will provide reasonable assistance where appropriate.

15. Credits and Refunds

Approved standard returns will generally be credited or refunded within fourteen Business Days after the goods are received, inspected, and finally approved. Manufacturer- or supplier-administered warranty claims may require additional time. Seller will communicate material delays. Credits may be applied to Buyer's account or returned to the original payment method; ACH or wire refunds may require verification of a business account in Buyer's name.

16. Unauthorized Refusal and Abandoned Returns

Unauthorized refusal of conforming goods or shipment to an unapproved address may result in outbound freight, return freight, storage, redelivery, reconsignment, restocking, and handling charges. Goods held because Buyer failed to provide instructions may be treated under applicable warehouse, carrier, or abandonment rules after reasonable notice.

17. Payment of Undisputed Amounts and Policy Priority

A pending claim does not excuse payment of unrelated, undisputed invoices. Rights concerning deductions from the same contract remain subject to applicable law and the accepted transaction documents. If this policy conflicts with a signed quotation or order confirmation, that document controls. Capitalized terms not defined here have the meanings in the Master Terms of Sale.

Seller: Sigma Traders USA is operated by Lawwamah Enterprises LLC, a Texas limited liability company.
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