

SIGMA TRADERS USA

SHIPPING & DELIVERY POLICY

Shipment, freight, delivery-site, and carrier-claim 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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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.

2. Shipping Methods and Logistics Selection

Orders may ship by parcel carrier, less-than-truckload (LTL) freight, full truckload (FTL), dedicated vehicle, buyer-arranged carrier, or another commercially appropriate method. Seller or its logistics provider may select the method based on product dimensions, weight, classification, safety profile, destination, carrier availability, and the accepted quotation.

3. Named Shipping Point, Risk of Loss, and Title

Shipping Point. Unless the quotation or order confirmation expressly provides destination-delivery terms, each shipment is F.O.B. the named place of shipment identified in the transaction documents: F.O.B. [Named Place of Shipment]. Risk of Loss. For conforming goods shipped under a shipment contract, risk of loss passes to Buyer when the goods are duly delivered to the carrier at the named shipping point, subject to any contrary written agreement and applicable law concerning nonconforming goods. Title. Unless the order confirmation states otherwise, title passes on the later of full payment or delivery of the identified goods to the carrier at the named shipping point.

4. Processing and Shipment Estimates

Processing and shipment estimates will be stated in the quotation or order confirmation. Estimates begin only after order acceptance, cleared payment or available approved credit, and receipt of complete product, destination, and delivery information. Dates are estimates unless expressly guaranteed in a signed writing.

5. Freight Quotations

Freight quotations remain subject to revalidation until the order is accepted and transportation is booked. If a material freight increase occurs after acceptance, Seller will obtain Buyer's approval before proceeding, except where the increase results from inaccurate or incomplete Buyer information, a Buyer-requested change, failed delivery, or an undisclosed accessorial requirement. Freight taxes, duties, accessories, and carrier adjustments may be separately stated.

6. Delivery-Site Requirements

Before quote approval, Buyer must disclose whether the destination is residential, limited-access, commercial, under construction, or lacks a standard loading dock, forklift, or suitable unloading equipment. Buyer must identify liftgate needs, delivery appointments, inside-delivery requests, construction-site restrictions, delivery-hour limits, floor or room placement, restricted access, security procedures, or other special handling requirements. Buyer is responsible for providing a safe and lawful unloading location, authorized personnel, suitable equipment, and accurate contact information. Carrier drivers are not required to unload, move, install, or place goods unless that service is expressly included.

7. Accessorial and Additional Carrier Charges

Known accessorial services will be included or identified in the quotation where practical. Additional carrier charges caused by incomplete or inaccurate delivery information, failed appointments, redelivery, detention, reconsignment, storage, residential delivery, limited access, liftgate service, inside delivery, or other Buyer-controlled conditions may be invoiced to Buyer at actual cost.

8. Partial and Split Shipments

If part of an order is unavailable, Seller may propose a partial or split shipment. Any material additional freight cost will be disclosed and requires Buyer's approval unless Seller agrees to absorb it or Buyer caused it. Buyer may elect to wait for a complete shipment where commercially feasible. Special-order and allocation constraints may limit that option.

9. Delivery Estimates, Carrier Delay, and Project Scheduling

Processing, pickup, transit, and delivery dates are non-binding estimates unless Seller expressly accepts a guaranteed date or project-delay liability in a signed writing. Seller is not liable for project downtime, labor or standby charges, liquidated damages, lost use, or consequential loss caused by carrier delay, congestion, weather, appointment availability, or other events outside Seller's reasonable control, subject to the Master Terms of Sale.

10. Buyer-Arranged Freight and Pickup

Where Buyer selects, contracts with, or directs the carrier, Buyer is responsible for carrier selection, pickup scheduling, freight charges, tracking, delivery coordination, and transit claims after pickup. Buyer must schedule pickup within the origin facility's operating rules and provide correct routing instructions. This allocation does not excuse Seller from responsibility for any material failure to package, identify, or tender the goods in accordance with the accepted order. Buyer pickup, will-call, or customer-arranged transportation is available only when expressly approved. Buyer or carrier must present required identification and shipping documents.

11. Inspection and Delivery Documents

Buyer or consignee must inspect pallet count, cartons, packaging, seals, and visible condition before signing the delivery receipt or Bill of Lading. Visible damage, shortage, broken wrapping, crushed cartons, missing pallets, or seal irregularities should be described specifically on the delivery document and photographed before the driver departs where practical. Signing without exceptions may make proof of visible loss more difficult but does not waive rights that cannot lawfully be waived.

12. Freight Claims Responsibility

Where Seller arranged transportation under its carrier account, Seller will determine whether Seller, Buyer, consignee, or another entitled party must submit the formal carrier claim. Buyer must timely cooperate, preserve goods and packaging, and provide requested evidence. Where Buyer arranged transportation, Buyer is responsible for filing and pursuing the carrier claim. Reporting a problem to Seller does not by itself constitute filing a formal carrier claim.

13. Refused, Failed, or Misrouted Delivery

If Buyer refuses conforming goods, provides an incorrect address, misses an appointment, lacks disclosed unloading equipment, or otherwise causes a failed delivery, Buyer is responsible for reasonable outbound freight, return freight, storage, redelivery, reconsignment, and supplier handling charges. This clause does not apply to a justified refusal resulting from a material nonconformity attributable to Seller.

14. Tracking, Documents, and Proof of Delivery

Seller will provide tracking, freight references, or shipping documents when reasonably available. Electronic carrier records, signed delivery receipts, geolocation or scan events, photographs, and similar business records may be used as evidence of pickup and delivery, subject to applicable law.

15. Export and Cross-Border Shipments

The standard program is designed for domestic U.S. distribution. Export, cross-border, or international orders require separate written approval, export classification and screening, destination and end-use review, customs documentation, payment terms, and allocation of duties, taxes, brokerage, and compliance responsibilities. Seller may reject any transaction that presents legal, sanctions, product, logistics, or documentation risk.

16. Force Majeure and Policy Priority

The force-majeure provision in the Master Terms of Sale applies. If this policy conflicts with a signed quotation or order confirmation, that transaction 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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