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Chef Middle East LLC

Request for New Customer Code Creation & Credit Terms

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| |  |  |  |  | | --- | --- | --- | --- | | COMPANY DETAILS | | | | | Company Name (as per Trade License) | | name | | | Trade Name/Outlet name | | nw\_tradenameoutletname | | | VAT – TRN # | | nw\_vatnumber | | | **Registered Address:** | | | | | Name: | | nw\_address3name | | | Country: | | nw\_countries | | | City: | | nw\_cityregisteredaddress | | | Street: | | nw\_address3street | | | **Corporate Address:** | | | | | Name: | | address1\_name | | | Country: | | nw\_country11 | | | City: | | nw\_city | | | PO Box: | | address1\_postofficebox | | | Street | | address1\_line1 | | | **Delivery Address:** | | | | | Name: | | address2\_name | | | Country: | | nw\_deliverycountry | | | City: | | nw\_deliverycity | | | PO Box: | | address2\_postofficebox | | | Street: | | address2\_line1 | | | Business Category: | | nw\_statisticgroup | | | nw\_chefsegment | | | nw\_subsegment | | | License Expiry Date | | nw\_licenseexpirydate | | | Trade License Number | | nw\_tradelicensenumber | | | Security Cheque Amount | | nw\_amountofsecuritychequeamountaed | | | COMPANY POINTS OF CONTACT | | | | | |  |  |  |  |  | | --- | --- | --- | --- | --- | | Full Name | Email | Mobile Phone | Business Phone | Role | | fullname | emailaddress1 | mobilephone | telephone1 | nw\_rule | | | | | | PAYMENT TERMS & BANK DETAILS | | | | Proposed Payment Terms | nw\_proposedpaymentterms Paymenttermscode | | | Currency in which account to be operated | transactioncurrencyid | | | Method of Payment | msdyn\_customerpaymentmethod | | | Estimated Purchase Value | nw\_estimatedpurchasevalue | | | Proposed Credit Limit | nw\_proposecreditlimit1 | | | Estimated Monthly Purchase | nw\_estimatedmonthlypurchaseaed | | | Customer Section (to be filled by the customer) | | | | Bank Details | | | | Bank Name | nw\_bankname | | | Account Number | nw\_name | | | IBAN Number | nw\_ibannumber | | | Swift Code | nw\_swiftcode | | | Correspondent Bank Name (if any) | nw\_bankid | | | Bank Address | nw\_bankaddress | | |  |  | | | TRADE REFERENCES: | | | | **Reference 1** |  | | | Company Name: |  | | | Period: |  | | | Contact Person: |  | | | Address: |  | | | Email: |  | | | Mobile/Landline: |  | | | **Reference 2** |  | | | Company Name: |  | | | Period: |  | | | Contact Person: |  | | | Address: |  | | | Email: |  | | | Mobile/Landline: |  | | |  |  | | | Chef Middle East - Finance Use | | | | Approved by: | fullname | | | APPROVED PAYMENT TERMS | msdyn\_paymentterm | | | Account Type | nw\_accounttype1 | | | Account Created by | createdby | | | Date of Creation | createdon | | | Account Code | accountnumber | | | |  | |
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TERMS AND CONDITIONS

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| 1. INTRODUCTION |
| 1.1 Applicable Terms: Chef Middle East W.L.L, a limited liability company bearing CR No. 27204, is, inter alia, engaged in the business of providing raw materials related to food and beverages to its Customers (“Services”).  1.2 These Terms and Conditions ("Terms” or “Terms and Conditions”") form a legally binding agreement between Chef Middle East W.L.L. ("Company") and the customer ("Customer(s)" or “you” or “your”). By signing the attached Account Opening Forms (as defined below) and engaging the Company's services, you agree to these Terms. If you do not agree, do not sign or use the Services. These Terms include important legal rights and obligations. The Company reserves the right to update or change these Terms by notifying you of any changes during the onboarding process and may suspend or terminate services at any time without liability.  1.3 The Authorized Signatory (as defined below) who signs the Account Opening Forms and these Terms and Conditions, hereby acknowledges and agrees that they are jointly and severally liable with the Customer for the payment of any amounts owed to the Company in connection with the provision of Services. The Authorized Signatory further agrees to be jointly and severally responsible for the repayment of any Outstanding Dues (as defined below) or other obligations owed by the Customer to the Company. |
| 2. DEFINITIONS |
| In these Terms and Conditions, unless the context otherwise requires, the following terms shall have the meanings set out below:  2.1 "Account Opening Forms" refers to the forms provided by the Company that the Customer must accurately complete and sign as part of the Onboarding Process, including but not limited to the application for a credit facility, submission of required documents, and any other related forms.  2.2 “Applicable Law” means any and all laws, statutes, regulations, decrees, ordinances, rules, and guidelines that are in force and legally binding within the State of Qatar.  2.3 "Authorized Signatory" means the individual(s) designated as the authorized signatory under the Commercial Registration of the Customer’s entity to sign the Account Opening Forms and other related documents on behalf of the Customer, whose identity is verified by the submission of a valid proof of identification.  2.4 "Business Day" means any day other than a Friday, Saturday, or any public holiday in Qatar, on which banks are generally open for business in Qatar.  2.5 "Commercial Registration (CR)" means the official company registration certificate of the Customer issued by the relevant authorities in Qatar.  2.6 "Customer" means the legal entity or individual entering into an arrangement with the Company by completing the Onboarding Process, for the purpose of obtaining credit facilities in furtherance of the Services.  2.7 “Credit Period” means the specific duration of time as stated on the Account Opening Form, mutually agreed upon between the Parties, within which the Customer is to make payment for Services provided by the Company.  2.8 "Onboarding Process" refers to the process by which the Customer completes and signs the Account Opening Forms, submits the required supporting documents, and agrees to these Terms and Conditions, thereby establishing a credit facility relationship with the Company.  2.9 "Outstanding Dues" means the total amount of credit extended to the Customer that remains unpaid beyond the Credit Period (as defined below), including any applicable interest, fees, or penalties.  2.10 “Purchase Order(s)” means a formal, binding document or electronic communication issued by the Customer to the Company, specifying the quantity, type, and specifications of raw materials to be purchased, as well as the agreed-upon price and delivery date.  2.11 “Party” or “Parties” means reference to the Customer and Company.  These definitions shall apply throughout these Terms and Conditions, and any other document referenced herein. |
| 3. ONBOARDING AND ACCOUNT OPENING PROCESS |
| 3.1 As part of the Onboarding Process, the Customer shall, upon request by the Company, submit all documents and information as may be required by the Company from time to time.  3.2 The Customer must ensure that all information provided in the Account Opening Forms and the accompanying documents is accurate, complete, and up-to-date, reflecting the Customer's current corporate status. |
| 4. PURCHASE ORDERS AND DELIVERY |
| The Customer shall issue Purchase Orders, via any means of communications, to the Company for the supply of raw materials, which the Company shall fulfil in accordance with the terms specified in each Purchase Order and deliver the raw materials to the Customer within the agreed-upon timeline. The Purchase Order constitutes the Customer's commitment to purchase the specified raw materials under the terms and conditions set forth herein. Ownership of the raw materials shall transfer to the Customer upon the Company’s fulfilment of the Purchase Order and issuance of the proof of delivery or invoice, duly signed by an authorized representative of the Customer. |
| 5. CREDIT FACILITY |
| 5.1 The Company will extend a credit facility to the Customer, allowing the Customer to obtain services on credit. The credit amount is determined solely by the Company. The Company may set and adjust a maximum credit limit at its discretion, with or without notice. Orders exceeding the credit limit may be declined or require immediate payment before fulfilment.  5.2 The Company will provide a monthly Statement of Account (“SOA”) of the Outstanding Dues to the Customer via email. The Customer must notify the Company of any discrepancies in the SOA within three (3) Business Days of receipt. Failure to notify the Company within this period will be deemed as confirmation of the Outstanding Dues by the Customer. If the Company issues a revised SOA due to any discrepancies, the Customer shall have three (3) Business Days from receipt of the revised SOA to confirm or dispute the revised amounts. If the Customer does not respond within this period, the revised SOA will be deemed accepted and confirmed by the Customer. The Company reserves the right to issue further corrections if needed. The Customer agrees that their acknowledgment or acceptance of the revised SOA will be in accordance with the terms set forth in this clause.  5.3 The Customer, together with the Authorized Signatory who executes the Account Opening Forms and these Terms and Conditions on behalf of the Customer, shall be jointly and severally liable for the repayment of all Outstanding Dues, as specified in the Statement of Account.  5.4 In the event the Customer fails to settle the Outstanding Dues within the Credit Period, the Company reserves the right to pursue any and all legal remedies available to recover the Outstanding Amount owed by the Customer.  5.5 The Company reserves the right to suspend or terminate the Customer's credit facility at any time, with immediate effect, and without prior notice if:  (a) the Customer fails to adhere to these Terms and Conditions, including the timely repayment of credit;  (b) the Customer provides inaccurate or misleading information during the Onboarding Process or thereafter;  (c) the Customer's financial situation deteriorates in a manner that, in the Company's opinion, jeopardizes the repayment of Outstanding Dues; or  (d) the Company, in its sole discretion, determines that the continued extension of credit to the Customer poses a financial risk. |
| 6. CUSTOMER OBLIGATIONS |
| The Customer must promptly notify the Company in writing of any changes in legal status, ownership and Authorized Signatory. Failure to do so may result in suspension or termination of the credit facility and legal consequences. The Customer agrees to comply with all Applicable Laws and regulations, including those related to anti-money laundering, anti-bribery, and anti-corruption, ensuring their use of the credit facility is lawful. The credit facility must be used solely for obtaining the Company's Services; misuse constitutes a material breach and may lead to termination and legal action |
| 7. REPRESENTATIONS AND WARRANTIES |
| Each Party represents and warrants that it has the full authority and legal capacity to enter into and fulfill its obligations under these Terms and Conditions, with all necessary corporate actions duly authorized. The execution, delivery, and performance of these Terms and Conditions do not conflict with any laws, regulations, or agreements binding the Party. Both Parties agree to comply with all Applicable Laws and ensure that any information provided is accurate, complete, and not misleading. Additionally, each Party confirms that it is not subject to any insolvency or bankruptcy proceedings that could impact its ability to perform its obligations. |
| 8. TERM AND TERMINATION |
| These Terms and Conditions are effective upon the Customer's successful completion of the Onboarding Process and remain in effect until terminated by either Party, in accordance with the terms and conditions set out herein. The Company may terminate these Terms and credit facility with 10 (ten) Business Days' written notice, or immediately without notice if the Customer breaches any obligations, such as failing to make timely payments. The Customer may terminate with 10 (ten) Business Days' notice, but must still pay any Outstanding Dues. Upon termination, the Customer must immediately settle all dues, and failure to do so may result in the Company undertaking such legal action as may be available to it under these Terms and under Applicable Law and equity. Termination also leads to the immediate suspension of the credit facility, ceasing further credit-based orders, and requiring the return of unused materials or products. |
| 9. CONFIDENTIALITY |
| The Parties agree to keep confidential and not to disclose, directly or indirectly, to any third party any non-public, proprietary, or confidential information obtained from the other Party in connection with these Terms and Conditions, including but not limited to business plans, financial data, customer lists, pricing, and trade secrets, except as required under Applicable Law or with the prior written consent of the other Party. Each Party further agrees to take all reasonable precautions to protect the confidentiality of such information and to use it solely for the purpose of fulfilling their respective obligations under these Terms and Conditions. This obligation of confidentiality shall survive the termination or expiration of these Terms and Conditions. |
| 10. INTELLECTUAL PROPERTY RIGHTS |
| The Parties acknowledge and agree that all intellectual property rights, including but not limited to trademarks, copyrights, patents, trade secrets, and proprietary information, owned by one Party prior to or developed independently of these Terms and Conditions shall remain the exclusive property of that party. Neither Party shall acquire any rights, title, or interest in the other Party's intellectual property, except as expressly provided in these Terms and Conditions or with the prior written consent of the intellectual property owner. Any use of the other Party's intellectual property shall be limited to the purposes of fulfilling the obligations under these Terms and Conditions and shall not be used for any other purpose without the prior written consent of the owning party. This clause shall survive the termination or expiration of these Terms and Conditions. |
| 11. LIMITATION OF LIABILITY AND INDEMNIFICATION |
| To the fullest extent permitted under Applicable Law, the Company shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits, revenue, business opportunities, or data, related to these Terms and Conditions, even if warned of such possibilities. The Customer agrees to indemnify and hold the Company and its affiliates harmless from any claims, liabilities, losses, or costs arising from the Customer's breach of these Terms, including violations of laws, misuse of credit, or failure to meet payment obligations. This limitation of liability and indemnification will survive the termination of these Terms. |
| 12. MISCELLANEOUS |
| 12.1 Severability: If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable in any respect, such provision shall be deemed modified or deleted to the extent necessary to make it valid, legal, and enforceable, and the remaining provisions shall continue in full force and effect.  12.2 Force Majeure: Neither Party shall be liable for any delay or failure in performance of its obligations under these Terms and Conditions due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, natural disasters, or governmental actions.  12.3 Governing Law and Dispute Resolution: These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Qatar. Any disputes arising out of or in connection with these Terms and Conditions shall be resolved through amicable negotiations. If the dispute cannot be resolved amicably, it shall be submitted to the local courts of Qatar for resolution. |