**Abdullah Alsahli**

**Question 1**

IRAC

Issue

DT enterprises failed to comply with the terms of the agreement by withholding payments for the month of March, April, and June. According to the terms of the agreement, a late fee of 100 dollars per day would be assessed upon the buyer for failing to comply with the monthly payment of which DT enterprise did. Despite the fact that the seller failed to deliver the product before 10th of each month, there was notice given to the buyer showing that the compliance was not possible.

Rule

DT enterprise should pay the late fee of 100 dollars per day for delaying their payments according to the agreement as there was a written notice from the seller on late delivery. DT enterprise agreed to enter into the contract despite the fact that it was unclear how they would effect their payments in case there is no delivery at all.

Application

DT enterprise breached the contract by failing to make their required payments in time.

Conclusion

The party that breaches the contract without any basis or communication bears the full burden of the law according to the agreed terms of the contract. A company should ensure that it is okay with all the requirement or the terms in a certain agreement before entering into it. In the case of DT enterprise and Samsung, Samsung remained faithful to the agreement of the case by ensuring that in case of any delays in delivery, there was enough communication to the other party. Thus Samsung has the right to send a collection letter to seek late payment fees from DT Enterprises for the months of March, April and May of 2016 as DT Enterprises had failed to make the required payments before 5th of every month as required by the agreement.

**Question 2**

Terms and conditions essential in the contract or purchase agreements for a company selling cellphones, tablets, headphones and television.

Taxes

With respect to the purchase order, the company shall be responsible only for the taxes that is needed to pay under applicable statutes. The other taxes will be paid by the manufacturer.

Delivery

The goods shall be transported to the company on a pre-paid freight unless expressly specified on the purchase order. No charges will be allowed for crating, transportation, packaging or boxing of the products unless stated herein.

Risk of loss

The seller will be responsible for any risk of loss, liability, and damage of the goods.

Changes

The company will receive a notification from the seller in advance for any changes in the packaging, raw materials, testing or manufacturing methods. The changes will be pre-approved through a written form or sign from the company’s representatives.

Inspection

The company reserve the rights to test or inspect the goods covered by the purchase order at any time either during fabrication or manufacturing.

Pricing

The price of the products will include all charges such as duties, taxes, customs, freight charges and any other government imposed charges unless stated otherwise in the purchase order. Following the receipt of a valid invoice from the seller, the terms of payment are net three months or a period of 90 days.

Warranties

The seller represents, covenants and warrants that it has a marketable and good title to the products delivered to the company. The goods will thus conform to the specification, be in merchantable conditions and not infringe any trademark, intellectual rights, patents, and copyrights.

Certain remedies

The manufacturer shall assume any damages that may occur including app incidental, third party, consequential and any other damages that may have to occur due to the manufacturer’s failure to meet or comply with the warrant.

Insurance

The manufacturer will maintain and obtain the compensation of the worker and the liability of the employer insurance in amounts required by the state’s laws.

Confidentiality

All data, non-public information, and specification supplied by the company shall be held in confidence by the manufacturer. The latter information shall not be used, reproduced or disclosed to any other party by the manufacturer without a prior written consent of the company.

Termination

The company may at any time cancel or terminate the purchase order for its convenience while any prepaid funds paid to the manufacturer will be duly reimbursed.

Set off

In case the seller fails to refund or pay any amount owed by it to the company under or connected to the purchase order when the company demands, it may set-off such amounts against the money it may be owing to the seller.

**Question 3**

If you file a lawsuit against someone for breach of contract and are successful at trial, you are always guaranteed to have your attorney’s fees paid. TRUE

Question 4

The State of Maryland is part of the U.S. Court of Appeals’ Fourth Circuit. TRUE

Question 5

Rescission is the voiding of an offer before acceptance. FALSE

Recession is the discharge of both parties from contract obligation by a new agreement.