

RWN Trading LLC

TERMS AND CONDITIONS

General Conditions of Sale

1. GENERAL.

a. In these General Conditions of Sale ("these conditions") the "Company" means "RWN Trading LLC", the "goods" means the goods agreed to be supplied by the company and shall where required include services, the "purchaser" means the person, firm or corporation which has agreed to buy the goods.

b. These conditions shall apply to and form part of every contract of sale entered into between the company and the purchaser to the exclusion of any other terms submitted at any time by the purchaser, and may not be varied without the prior written consent of the company. The company reserves the right to accept or reject any order received from the purchaser and to deliver minimum quantities either by value or by reference to the box quantities of the goods in question.

c. Reference to writing or any form of communication between the parties shall include telex, facsimile and communication by electronic means.

2. QUOTATIONS.

a. Quotations submitted by us shall be valid for the period stated, or where not stated then for a period of 30 days from the date of issue.

b. To avoid higher prices being applied to any contract, the purchaser must ensure that the quotation reference number is quoted on all purchase orders made by the purchaser in response to quotations from the company or where special price agreements are applicable.

3. PRICES.

a. The price payable for goods shall be exclusive of delivery / freight and customs fees and unless otherwise stated in writing be the price as agreed between the company and the purchaser or, if there is no agreement as to price, the company's list price ruling at the date of invoice.

b. Any query by the purchaser relating to an invoice must be made in writing within 30 days of invoice date.

c. Agreed prices are based on quantities intended to be taken by the purchaser. The company reserves the right to vary the price if the purchaser fails to take delivery of such quantities within the agreed delivery period, or if no such period is agreed, within a reasonable time.

d. The company reserves the right to vary price of goods to take account of any variations in costs including but not limited to any foreign exchange fluctuation, rates of duties, variations in the cost of wages, materials and other costs of manufacture and distribution, taking effect between quotation and delivery.

4. PAYMENT.

a. Unless otherwise agreed in writing, payment in respect of each contract must be made in full on order date which will ensure that payment is received by us so we can instruct manufacture of said order.

b. In the event of default in payment by the due date, the company reserves the right to charge interest on money overdue at 8% above the current base rate of National Bank of Abu Dhabi, NBAD, and to suspend all further deliveries until such payment has been made in full. The company shall hold the purchaser liable for all direct costs incurred in collecting any amounts outstanding.



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c. Any discounts given are subject to quoted payment terms being adhered to, in the event of late payments the company reserve the right to re-invoice to retrieve discount allowance.

5. DELIVERY.

a. All dates for delivery of goods are given in good faith but are approximate only and shall not be of the essence of the contract and shall be calculated from the date of acceptance by the company of the order of the purchaser and confirmation of all details relating to product specification including drawing approval if applicable.

b. Where goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the company to deliver any one or more instalments or any claim by the purchaser under these conditions shall not entitle the purchaser to reject further instalments or cancel any further contract.

c. All goods for delivery in the UAE will be dispatched carriage paid by client, unless stated otherwise on specific quotations, but the company reserves the right to charge for any special delivery arrangements, site delivery and for small value deliveries.

d. The purchaser will sign the advice note for the receipt of goods. If the purchaser signs "unexamined" the company will deem this to be an acknowledgment of the receipt of all pallets, boxes, cartons or packages specified in the advice note.

6. LOSS OR DAMAGE IN TRANSIT.

If the company agrees to deliver the goods, the company will only consider claims for damage in transit if notice is received in writing by the company within 3 days of the date of the advice note in the case of non-delivery of the whole consignment within ten days of the invoice date. In the case of damage in transit or partial loss of the goods. The purchaser will retain any damaged goods and any associated packing for examination by the company. The company shall not be liable to the purchaser for any loss or damage whatsoever if the purchaser fails to notify the company in accordance with this clause.

7. VARIATIONS.

a. If at any time after receipt of an order the purchaser wishes to make modifications or additions to the order, the purchaser shall only be permitted to do so after obtaining the authority in writing of the company and after the company has agreed in writing to any variation in the price and/or any revised delivery date.

b. Any extra cost or liability incurred by the company due to suspension of work, rescheduling of deliveries or change in order quantity resulting from the purchasers instructions or lack of instruction shall be added to the price of the goods and paid accordingly.

8. STORAGE.

If the company does not receive forwarding instructions sufficient to enable it to despatch the goods within 14 days after notification that they are ready for delivery, the company shall be entitled to invoice and be paid for the goods as though the goods had been duly delivered in accordance with these conditions. The company may arrange storage on the purchasers behalf and all charges for storage, insurance and demurrage shall be payable by the purchaser.

9. DESCRIPTIVE MATTER AND ILLUSTRATION.

a. All descriptions and illustrations and particulars of weights and dimensions and performance criteria issued by the company in catalogues, price lists, advertising matter and specifications are by way of general descriptions and approximate only, and shall not form part of any contract or give rise to any liability on the part of the company.



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b. It is the policy of the company to endeavour to develop and improve its products, and accordingly the company reserves the right to change all specifications without prior notification or public announcement pursuant to such policy, providing that nothing in this clause shall oblige the purchaser to accept goods which do not reasonably comply with the contract.

10. RETURN OF GOODS.

a. Goods delivered will not be accepted for return without the prior written consent of the company and in accordance with the company's returns procedure. The company reserves the right to charge the purchaser a handling charge which the company may deduct from any credit allowed, unless the reason for any return by the purchaser is due to any fault or breach of these conditions on the part of the company.

b. The company will not allow credit in respect of returned goods not in a fully resalable condition.

c. Any unauthorized goods returned will not be credited and any costs incurred in disposing of them will be borne by the purchaser.

11. WARRANTY.

Unless otherwise agreed or where the company has notified the purchaser of special terms as to warranty in respect of specified categories of goods the company agrees at its option either to refund the cost of or repair or replace goods proved to the company's reasonable satisfaction to have failed under proper storage and use within 12 months of delivery by reason of defects due to faulty design (other than any design made, furnished or specified by the purchaser) materials or workmanship, provided that :

a. The purchaser shall have followed any instructions issued by the company in relation to the goods and their storage.

b. In the case of defects which would have been apparent to the purchaser on reasonable examination of the goods on delivery, the purchaser shall notify the company of the defects in writing within 14 working days of delivery.

c. In the case of any other defects, the purchaser shall notify the company of the defects in writing within 7 working days of the date the defects become apparent.

d. Where in discharge of its obligations under this clause the company agrees that the purchaser may undertake any repair work on its behalf, the cost of such work shall be agreed in writing between the purchaser and the company before the commencement of such work.

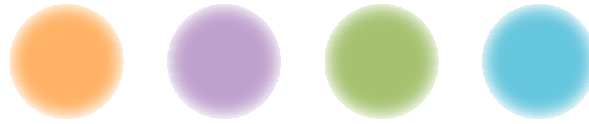
12. CONSEQUENTIAL LOSS.

Save as may be expressly provided for herein the company shall not be liable for any consequential loss suffered by the purchaser, and in particular the company shall not be liable for any costs, claims or damages or expenses arising out of any tortious act or omission or any breach of contract or statutory duty calculated by reference to profits income production or accruals or by reference to accrual of such costs, claims, damages or expenses on a time basis.

13. LIMITATIONS OF LIABILITY.

The company assumes no liability for infringement of patent rights covering any combination of any goods supplied hereunder with any product, whether or not supplied by the company, or any method or process in which any goods supplied hereunder may be used.

Furthermore, the company shall not be liable for any patent right infringement arising from compliance with the purchaser's design, specification or instruction except to the extent that the infringement arises from the manufacturing process employed by the company. The purchaser shall indemnify the company against any final award of damages and costs for such infringement



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and shall reimburse all costs incurred by the company in defending any suit for such infringement, provided the company gives the purchaser prompt notice in writing of any such suit for infringement and, if so requested, full authority to conduct the defence thereof and full assistance and co-operation in such defence. The foregoing states the entire liability of the company in connection with infringement of patent rights by the supply of goods and, except as stated in this clause, the company shall not be liable for any loss or damage of whatsoever kind (including in particular any incidental, indirect, special or consequential damage) suffered by the infringement of any patent right.

B. EXCLUSION OF IMPLIED LICENSE.

The sale of the goods does not convey any license, by implication, estoppels, or otherwise, under any proprietary or patent rights covering any combination in which any goods supplied by the company hereunder are combined with any other product whether or not supplied by the company, or any method or process in which any goods may be used.

14. COPYRIGHT.

All drawings, descriptions and other information submitted by the company shall remain the property of the company together with the copyright therein.

15. FORCE MAJEURE.

The company shall be entitled without liability on its part and without prejudice to its other rights, to terminate the contract or any unfulfilled part thereof, or at its option to suspend or make partial deliveries or extend the time or times for delivery, if the manufacture of the goods by the company or the companies suppliers, or the delivery of the goods or the performance by the company of any of its obligations under the contract is hindered or delayed whether directly or indirectly by reason of the purchaser failing to furnish necessary instructions or information, or by reason of any industrial dispute or any cause beyond the reasonable control of the company, or its sub-contractors, whether or not such cause exists at the date of the purchasers order.

16. PASSING OF PROPERTY AND RISK.

a. The risk in the goods shall pass to the purchaser immediately on delivery of the goods to the purchaser.

b. The property in the goods shall remain with the company until payment in full for all goods and all other goods agreed to be sold by the company to the purchaser for which payment is then due, has been received by it in accordance with the terms of the contract.

c. Until such time as the property in the goods passes to the purchaser, the purchaser shall hold the goods on behalf of the company as a bailee.

d. While the goods remain the property of the company, the purchaser shall keep the goods identifiable and separate from all other goods in its possession.

e. The company hereby grants to the purchaser the right to resell the goods, but not as the company's agent, such right being terminable at the discretion of the company but any event upon the insolvency of the purchaser.

f. Until such payment as aforesaid has been received in full by the company, the purchaser shall be under no obligation to redeliver the goods to the company if the company so requires and the company shall be entitled at any time to retake possession of the goods and for that purpose to enter upon any land or premises of the purchaser where the goods may be for the time being.

g. The company shall be entitled, where the goods have been fixed or attached to any other object, to detach the goods in order to recover possession of them. Such re-delivery or retaking of possession shall be without prejudice to the obligation of the purchaser to purchase the goods.



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17. PURCHASER'S BREACH.

In the event of the purchaser committing any breach of the contract, or if any distress or execution is levied upon the purchaser, his goods or assets, or if the purchaser enters into any negotiations for arrangement or composition with or for the benefit of his creditors or commits any act of bankruptcy or if any petition in bankruptcy shall be presented against him, or if, being a corporate body, the purchaser shall be wound up or if any resolution is proposed or petition presented to wind up the purchaser (not being a members voluntary winding up for the purpose of reconstruction or amalgamation without insolvency) or if an administrator or receiver of the purchaser's assets or undertaking or any part thereof shall be appointed or if the purchaser shall be deemed to be unable to pay its debts, the company shall be entitled, without prejudice to any other claim or right or remedy which it may have, forthwith to suspend any or all deliveries until the default has been made good or to determine the contract or any unfulfilled part thereof.

18. LAW.

All contracts to which these General Conditions of Sale apply shall be governed by and construed in accordance with UAE law.

1.1. Notices, Governing Law, and Jurisdiction

1.1.1. Governing Law and Jurisdiction

This Agreement will be governed exclusively by, and construed exclusively in accordance with, the laws of the Dubai International Financial Centre (DIFC), without regard to its conflicts of laws provisions. The DIFC Courts will have exclusive jurisdiction to adjudicate any dispute relating to this Agreement. Each Party hereby consents to the exclusive jurisdiction of such courts.

1.1.2. Notices

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim).

19. GUARANTEES

***All our luminaires are guaranteed for a period of 12 months from date of despatch.
All of our luminaires with factory-fitted LEDs are guaranteed for a period of 24 months from date of despatch.***

Please note that our luminaires are NOT guaranteed if installed within a proprietary intumescent fire hood.

20. AMENDMENTS

*Whilst every effort has been made to ensure the information contained herein is correct, we accept no liability for errors made in this buyer's guide or the accompanying CD.
We reserve the right to alter product details or prices without prior notice.*

21. FAULTY ITEMS



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Faulty items will be replaced free-of-charge, provided the fault is a manufacturing fault and purchased within a 12 month period (or 24 month period for LED luminaires). We accept no liability for costs incurred.

22. NON FAULTY / NON REQUIRED ITEMS

All products ordered in error or not required will be subject to a re-stocking charge of 25% with the cost of the return carriage to be borne by the customer.

23. BESPOKE PRODUCTS

All bespoke or made-to-order items are non-returnable.

24. DISCOUNT

Appropriate discount structures will apply as agreed with RWN Trading LLC.

25. DELIVERY

Despatch dates quoted are our best estimates. We accept no liability for costs incurred in delivering outside of these dates.