

GENERAL CONDITIONS FOR SUPPLY FROM IGMA LIGHTING L.L.C.

General provision

1. Unless otherwise agreed in written between the parties, these General Conditions shall be applicable to all deliveries from Igma Lighting L.L.C., hereinafter called the seller, in accordance with separate purchasing order/agreement made between the Purchaser and the Seller.

Packaging

2. All prices quoted in orders/agreements shall include costs for Seller's standard packaging only.

Incorporeal rights

3. The Seller has no reason to believe that the goods sold now or in the future will infringe on any patent, design, trademark or any other rights but, if this should be the case, the Seller shall in no way be held liable.
4. The Purchaser agrees that all patent rights for the goods sold, including trademarks or patent rights applying to or used connection with the goods, shall remain the exclusive property of the Seller and the Purchaser agrees to renounce all acquisition rights.

Delivery terms

5. As stated in the orders/agreements.

Delivery time

6. Should a delay in the delivery be caused by any of the circumstances stated in the Clause 13 below or by the Purchaser herself, the delivery time is to be extended for the period considered reasonable under the circumstances. With exception of that stated in clause 7, paragraph 2, these terms are applicable whether or not the cause for the delay occurred prior to or after the expiry of the agreed delivery date.
7. If the Seller fails to deliver the goods within the agreed delivery time or extend delivery time in accordance to Clause 6 above, the Purchaser has the right to advice the Seller in writing a final deadline for delivery as well as her intention to cancel the agreement if the delivery has not been taken place before the final deadline.
 - If delivery has not taken place before the final deadline, Purchaser has the right to cancel the agreement by advising the Seller in writing to this effect.
8. If Purchaser cancels the agreement in accordance with Clause 7, paragraph 2 above, he is entitled to compensation from the seller for any extra cost incurred in procuring the goods, of similar specification, from another source. Upon doing so, the Purchaser forfeits the right to any other claims for compensation in connection with the Seller's failure to deliver the said goods.
 - However, if the Purchaser does not cancel the agreement he is not entitled to any form of compensation for delay in delivery unless otherwise agreed upon.
9. If not otherwise agreed, payment shall be in the hand of the Seller as per condition stated in the orders/agreements.
10. The goods remain the property of the Seller until payment has been effected in full. The Seller reserves the right to withhold deliveries for suborders until earlier deliveries have been effective in full.

Warranty

11. Any goods found to defective within 12 months from delivery date due to faults in materials or manufacture shall be replaced by the Seller.
- The warranty covers the supply of spare parts at the cost of the Seller and does not cover cost for dismounting or assembly unless otherwise agreed in writing.
 - The warranty is subject to proper use of the goods and if doubts in this respect can reasonably be raised the Seller shall have the right to inspect the goods prior to any further action.
 - The Seller is not liable to compensate the Purchaser for any fall in production, loss of profit or any other consequential or indirect damages.
 - Warranty of light bulbs as stated in orders/agreements. The warranty is applicable only if the bulb has been used under correct conditions as per the bulbs designs, like under voltage, over voltage, big variation of the voltage supply, vibration, etc.

Product liability

12. The Seller can not be held liable for any personal injury or damage to personal property or real estate and nor fall in production, loss of profit or other consequential or indirect damage.
- The Purchaser is obliged to hold the Seller harmless towards a third party to the same extent as the Seller's limited liability stated in paragraph above.
 - If third party lodges a claim to the Seller or Purchaser for compensation for damages referred to under this Clause, the other party is to be immediately notified thereof.
 - The Seller and Purchaser are obliged to appear before the court handling the claims that damage was caused by the goods supplied. However, any disputes between the Seller and the Purchaser shall be settled by arbitration in accordance with Clause 16 below.

Grounds for discharge from liability (Force majeure)

13. The following circumstances shall be regarded as being ground for discharge from liability in they occur after the signing of the orders/agreements and prevent its performance: Industrial disputes and all other circumstances over which the parties have no control, such as fire, war, mobilization or other unforeseen military call-up of equivalent scale, requisition, confiscation, monetary restrictions, uprisings and riots, shortage of transport, general shortage of commodities, power restrictions as well as defects and delay in goods from sub-suppliers caused to circumstances stated in this Clause.
14. If either party wishes to invoke the circumstances referred to this Clause 13 above, the party shall inform the other party in writing to this effect without delay. Upon return to normal conditions, this shall also be advised without delay.
- If ground for discharge from liability do not cease within a reasonable period of time, either party has the right to cancel the orders/agreements by advising the other party to this effect in writing.

Returns

15. The Purchaser may not return non-defective goods to the Seller without the Seller's written agreement. Defective goods shall be handled in accordance with Clause 11 above.

Arbitration and applicable law

16. Any disputes arising from these General Conditions shall be settled in the court of arbitration in accordance with United Arab Emirates law. Arbitration shall take place in Dubai.

- These General Conditions shall be governed by United Arab Emirates law.

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