

# Terms and Conditions

## 1, Invoice Details

In this Agreement the following words shall have the following meanings:

- 1.1 'Buyer' means the person, firm or Company who purchases goods from the Company.
- 1.2 'Company' means LUMIBRIGHT LTD, a company registered in UK with company number and registered address at Sefton street, heywood, OL10 2JF
- 1.3 'Contract' means the Contract between the Buyer and the Company for the sake and purchase of the Goods which the Buyer agrees to buy from the Seller.
- 1.4 'Goods' means the Goods which the company has to supply in accordance to these terms.
- 1.5 'Non Lighting Goods' means any non-lighting goods which also include furniture and mirror which the buyer agrees to buy.
- 1.6 'Third Party Delivery' means the procedure whereby the Company delivers the goods on the behalf of the buyer to a third party nominated by the buyer.
- 1.7 The headings in these conditions are for convenience only and shall not affect their interpretations

## 2, Basic of Contract

- 2.1 The company shall sell in accordance with these conditions.
- 2.2 The Company's employees are not authorized to make any representations concerning the goods unless confirmed in writing by the director of the company.
- 2.3 Goods may vary in detail from the illustrations and measurements set out in the company's sales literature.
- 2.4 The Company reserves the right to vary the terms of these conditions. The varied conditions may come into force 30 days after the written notice

## 3, Orders

- 3.1 No contract for the sale of goods shall be concluded until either the Seller sends or communicates to the Buyer its acceptance of the order.
- 3.2 No modification of these items shall be effective unless made by an express written agreement between both the parties.

## 4, Returns

- 4.1 Goods supplied in accordance with the Buyer's orders cannot be accepted for return without the Seller's written consent. If such consent is given, an administration charge will be made.
- 4.2 Returned goods must be sent carriage free and at the Buyer's risk and will only be accepted if packed in the original carton/packing which in the seller's opinion is in a saleable condition. Only goods belonging to current design will be accepted for return.

## 5, Terms of Payment

- 5.1 The Buyer shall pay the price of the goods prior to delivery in 100%. for the registered account before the end of the month following the date of the Company's invoice and the Company is entitled to recover the price notwithstanding that delivery may not have taken place and the property in the goods has not passed to the buyer.
- 5.2 Payment shall be made in UAE Dirhams as per terms and conditions set out in the Sellers quotation. All invoices will be raised in accordance with the rule of the land applicable thereto from time to time.
- 5.3 Interest on all sums due shall run at the rate of 2% per annum over the base lending rates of Emirates NBD Bank until payment is received before as well as after any judgment thereof. BANK DETAILS: ACCOUNT NAME: INSPIRED LIGHTING LLC. ACCOUNT NUMBER: EIB# 036188212501. IBAN NUMBER/L AE66 0340 0003 6188 2125 001. EMIRATES ISLAMIC BANK. SWIFT CODE: DBXPAEAD

## 6, Delivery

- 6.1 All delivery dates are estimates only and the time for delivery shall be of the essence of the contract.
- 6.2 Under no circumstances shall the Seller be liable to compensate the Buyer in damages or late delivery of the goods or for any loss.
- 6.3 The Seller reserves the right to make partial deliveries and to allocate available supplies amongst customers in time of shortage.
- 6.4 Seller shall not be liable for any loss of any kind to the Buyer arising from any damage to the goods occurring after the risk has been passed to the buyer however caused, nor shall any liability of the buyer to the seller be diminished by reasons of such loss.

## 7, Samples Policy

- 7.1 Notwithstanding that a sample of the Goods may have been exhibited to and inspected by the Buyer. It is hereby agreed that such sample was so exhibited inspected solely to enable the Buyer to judge for himself the quality of the bulk and not as to constitute a sale by sample.
- 7.2 The Buyer shall take the Goods at his own risk as to their corresponding with the said sample or as to their quality condition or sufficiency for any purpose.
- 7.3 The Seller reserves the right to make partial deliveries and to allocate available supplies amongst customers in time of shortage.

## 8, Damage or Loss in Transit

- 8.1 All prices quoted include delivery to site or to Buyer's stores in the United Arab Emirates.
- 8.2 In the case of Goods to be delivered otherwise than at the Company's premises the time of delivery or, if the , at the time of delivery or if the Buyer wrongfully takes the delivery of the Goods, the time when the Company tenders delivery of the Goods.
- 8.3 Following delivery, the goods shall remain the sole and absolute property of the company until debts owed by the Buyer to the Company (whether part-paid, secured or otherwise) are settled. If the Goods are not checked by the Buyer on receipt, they must be signed for 'unexamined or unchecked'

## 9, MOQ Requirements

- 9.1 Orders valued at less than AED 2400 will be serviced and the Buyer agrees to collect the materials from the Seller's stores.

## 10, Quality measure

- 10.1 Neither party shall be liable to the other for any failure or delay in the performance of any obligation hereunder as a result of strikes. Lockouts, trade disputes, breakdown of plants, accident or other cause whatsoever beyond the reasonable control of the Seller or the Buyer respectively.

## 11, LegalObligations

- 11.1 The contract shall be governed by and interpreted in accordance with the laws of the UAE and the Buyer submits to the jurisdiction of the courts in UAE



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