



GENERAL TERMS AND CONDITIONS OF SALE

Article 1 – The Company

Lumen At Work Lighting LLC (hereafter referred to as “the Company” or “LAW”) is a company having its registered office in the emirate of Dubai under Dubai economic department license number 800740.

Article 2 – Object and acceptance

The present General Terms and Conditions of Sale supersede any previous version, and are applicable to all orders placed by mail, fax, phone or email by customers, professional buyers (“Customer”) with the company Lumen At Work (“LAW”) from the 01th of January, 2017 and both parties accept them without reserve (“the Parties”). These General Terms and Conditions of Sale have priority over all other terms and conditions indicated in any other documents, unless stipulated in a specific agreement accepted by the Parties. The present General Terms and Conditions of Sale may be modified by LAW at any time without prior notice.

Article 3 – Compliance

The products proposed are compliant with UAE legislation and valid standards applicable in UAE. All efforts have been made to ensure the accuracy of all data and information presented in LAW proposals and commercial documents. However, it is possible that the product description has evolved over time, with modifications of industry standards, of techniques or product ranges. Photographs are for information purpose only. In case of an overt difference with the actual product, the responsibility of LAW will by no means be engaged.

Article 4 – Establishment of a sale agreement

LUMEN AT WORK is only committed to the respect of the terms and conditions stipulated in the proposal and in the acknowledgement of order receipt transmitted by the authorised representative of LUMEN AT WORK. If LUMEN AT WORK has set a validity period for acceptance of the proposal, LUMEN AT WORK is bound to the terms of the proposal until the end of that period; if LUMEN AT WORK has not set a validity period for the proposal, it may be withdrawn at any time, with Customer notification. After written acceptance of the Customer’s order by LUMEN AT WORK, in the form of an acknowledgement of order receipt, both Parties are bound by the sale agreement (hereafter referred to as “Agreement”). It is expressly agreed that the particular terms and conditions in the proposal or in the acknowledgment of order receipt issued by LUMEN AT WORK, prevail over these General Terms and Conditions of Sale. Transmission of the order by the Customer automatically implies his/her acceptance of the present General Terms and Conditions of Sale in their entirety. Should the Customer decide to terminate all or part of the Agreement, the Customer is to reimburse all costs incurred by LUMEN AT WORK by the latter to the date of such termination. Any partial advance payment made by the Customer will be compensated with the said costs. The term "costs" includes: direct costs, handling costs, storage and supply of spare parts and/or different equipment costs, services costs, development processes costs, wages and salary costs and other similar costs directly linked to the activity, overhead and indirect costs. The costs also include the financial implications for LUMEN AT WORK linked to the termination of the agreements with subcontractors. In any case, the fee cannot exceed the total payments LUMEN AT WORK would have been entitled to receive if the Agreement had not been terminated by the Customer.

Article 5 – Minimum purchase order

The minimum order amount is set at 1000 AED excluding taxes. This amount is net of shipping and order processing fees.

Article 6 – Price

The prices, as indicated in the proposal transmitted by the Sales Department of LUMEN AT WORK, correspond to the price tariff valid on the day of the confirmation sent by LUMEN AT WORK and remain valid for 1 month. The product prices are expressed in AED or USD.



Article 7 – Payment

Delivery, even partial, is to generate invoicing (in proportion to delivery) for which payment is to be made according to the payment terms set out below. Payment is made by bank transfer to the account mentioned on the invoice. The maximum term of payment accorded by LUMEN AT WORK is PDC cheque thirty (30) days, unless other conditions specified by LUMEN AT WORK in the acknowledgment of order receipt. The Customer is released from the obligation of payment once the sum due is effectively received by LUMEN AT WORK. Simple transfer of a payment order is not sufficient. The Customer is not authorised to propose compensations, in any form or manner whatsoever, without the prior written approval of LUMEN AT WORK. All invoices must be paid in time, even in case of a dispute relative to the denomination or content, which may, if justified, be subsequently rectified. All claims relative to an invoice must be submitted within 3 day following reception. After this period, the invoice is considered accepted. In case of a delay in total or partial payment, LUMEN AT WORK will inform the Customer by simple mail, registered mail or email that the term of payment date has been exceeded. LUMEN AT WORK is also entitled to declare the sale invalid for all or some of the products for which the purchase price has not been fully paid or to cancel all outstanding orders and refuse delivery of new orders. Furthermore, in case of late payment, payment difficulties or deterioration of the financial situation of the Customer, LUMEN AT WORK reserves the right to modify the payment conditions and demand advance payment or cancel all outstanding orders. In case of a total or partial late payment, penalties with a minimum of 5% of the order value may be applied, as well as a flat rate sum for recovery costs. These penalties are due in full and are applied to the inclusive price of the remaining sum. LUMEN AT WORK may request intervention of the competent court in case of a dispute with the Customer.

Article 8 – Delivery

Unless specifically agreed otherwise in writing by the parties, in reference to Incoterms® 2010, delivery will be carried out as follows:

- For the delivery of orders to mainland UAE in excess of five thousand AED (5000 AED), the delivery is carried out DDP (Delivery Duty Paid) free shipping to the Customer's site.
- For orders below above amount customer should arrange at his own cost collection of the material from Lumen At Work premises.

Products may be sent in one or several shipments within the deadlines indicated to the Customer in the acknowledgement of order receipt. LUMEN AT WORK may not be held responsible in case of a delay in delivery by the transporter due, in particular, to bad weather or strikes, or due to loss of the products by the transporter. The Customer must indicate the exact delivery address or addresses in the order as well as any possible restrictions or limitations such as delivery times, delivery to basement or above ground levels, dimensional or weight limitations, etc. These restrictions or limitations must be specifically accepted by LUMEN AT WORK. All additional transport costs caused by the Customer, in particular in case of an error in the delivery address, absence of the receiver on site, insufficient information relative to specific limitations or restrictions, etc. will be invoiced to the Customer at their true cost. The Customer will be responsible for all costs relative to a returned shipment due to the impossibility to deliver, including the storage and re-shipping costs. Finally if the customer requests expressly partial deliveries (especially to meet the worksite requirements and/or storage requirements), the additional costs of these multiple deliveries will be charged on the basis of costs really incurred by LUMEN AT WORK.

- For delivery of orders outside UAE, delivery is carried out EXW (EX. Works) from the LUMEN AT WORK's logistic platform (unless specific agreement at the time of the order) . The Customer is therefore sole responsible for the products once they have left the LUMEN AT WORK logistic platform. Upon reception of the products, the Customer must check the volume and state of goods delivered in the presence of the transporter, and this regardless of the delivery site or sites. Acceptance of the products without reserves indicated excludes all rights of actions against the transporter. It is therefore the duty of the Customer to inform the transporter and LUMEN AT WORK of any possible reserves within 3 working days following reception of the goods by registered mail with acknowledgement of receipt.

Article 9 – Retention of title

LUMEN AT WORK reserves the right of ownership of products sold until the total payment sum due plus potential additional fees have been paid. The Customer must insure the products against all risk of loss, theft or damage during this period with a solvent and reputable insurance company. In case of absence of any such insurance policy, LUMEN AT WORK reserves the right to cancel the sale agreement. Failure of payment of any due term may result in a demand to return the products concerned. The Customer will therefore not modify or erase the identification markings on the products concerned as well as the packaging to allow identification of LUMEN AT WORK products from the products of other possible suppliers. The Customer authorises verification and claiming at any time of products on stock.



Article 10 – Force majeure

LUMEN AT WORK may not be held responsible in case of partial or total non-performance of the agreement concluded, or late execution of one of the obligations described in the present General Terms and Conditions of Sale, in a case of Force Majeure. As an example, the following list of occurrences, which may not be considered exhaustive or exclusive, represents a case of Force Majeure: acts of terrorism, war, riots (public uprising or unrest) popular movements or revolution, strike or lock-out in industries or trade sectors related to the activity of LUMEN AT WORK, prolonged interruption of computer systems in relation with a general dysfunction, fire, flooding, natural disasters, storms and bad weather, tooling accidents, damage of key components during the manufacturing process, interruption or delay in transport, all other causes which result in total or partial unemployment of one or several LUMEN AT WORK suppliers, epidemic outbreaks, legal or regulation requisitions or dispositions, or any other situation placing restrictions on the current state of businesses with activities linked to those of LUMEN AT WORK.

Article 11 – Warranty

LUMEN AT WORK guarantees compliance of its products to LUMEN AT WORK specifications as well as to valid applicable French and European standards on the day of purchase. The warranty period depends on the type of product as indicated below:

- LUMEN AT WORK lighting elements: three (3) years from date of delivery of the product;
- Other Brands : depends on manufacturer warranty conditions .

Under the terms of the present warranty clause, all operating defects due to a design, materials or manufacturing process defect will entitle the Customer to a standard product exchange within a reasonable delay after examination of the products and acceptance of responsibility for the defect by LUMEN AT WORK. The warranty is to the benefit of the direct Customer only. The present warranty does not cover defects or damage due to non-respect of the assembly, installation, operating, maintenance or environmental instructions indicated by LUMEN AT WORK or in the product handbook as well as those due to non-respect of applicable technical standards. In the same way, the present warranty does not cover defects or damage due to negligence, an exterior influence to the product such as a defective or obsolete electrical installation, servicing errors, supervision errors, incorrect assembly, supply current fluctuations, surge voltages, an accident, lightning, fire, water damage, penetration of sand or liquid, inappropriate storage, battery leakage, incorrect use, use in a humid or outdoor environment unless specifically authorised in the technical data sheet or operating instructions.. To benefit from full warranty coverage, the Customer must first inform LUMEN AT WORK, in writing, of any faults or defects on the product as soon as they are detected or at the latest within fifteen calendar days and must provide a detailed description of the defect(s) with proof of this defect, the serial number, product name and product operating conditions. After acknowledgement in writing by LUMEN AT WORK, transmitted by fax, e-mail or post, the Customer must ship the complete product to the address indicated by LUMEN AT WORK, in its original packaging, unless indicated otherwise by LUMEN AT WORK. The Customer will refrain from repairing the product himself or having it repaired by a third party without the prior written approval of LUMEN AT WORK. Mounting and dismantling costs are paid in full by the Customer; Shipping costs to and from and the risks to the approved center or indicated address are borne by LUMEN AT WORK. In case of a defect confirmed by LUMEN AT WORK to be covered by the present warranty, LUMEN AT WORK will choose whether to replace the defective product(s) or replace the elements or parts found to be defective with equivalent products of at least the same level of performances which may have a different design and/or presentation. All other responsibility or compensation is excluded. In case of replacement of a product under the terms of the present warranty, the replacement products are themselves guaranteed but only for the remaining period of the initial warranty. All specific lighting programming and/or control systems come under the responsibility of the Customer or his/her customer, agent, client or the person to whom the Customer has delivered them and are excluded from any warranty coverage. LUMEN AT WORK will ensure application of the present warranty clause and reserves the right to invoice the Customer all costs in relation with an abusive warranty claim.

Article 12 –Limitation of liability

Under the terms of the warranty clause, LUMEN AT WORK's liability is limited to the conditions indicated in article 11 "Warranty" of the present General Terms and Conditions of Sale. LUMEN AT WORK will under no circumstances be held liable for indirect or consequential damage, foreseeable or not, economic losses such as loss of revenue, loss of profit, loss of production, loss of clientele, loss of expected savings, commercial damages, loss of data, loss of enjoyment or all indirect or secondary losses or damages of any kind due to purchase of the product. In all cases, possible engagement of the contractual liability of LUMEN AT WORK, including negligence, for damages relative to the order, may give rise to payment of complete and final compensation of a sum which will not exceed 50% of the ex. VAT sums received by LUMEN AT WORK for the incriminated products.

Article 13 – Applicable law and jurisdiction

Any dispute, regardless of the nature or cause, will be submitted to the Commercial Court of Dubai, notwithstanding multiple defendants or warranty, including emergency measures in chambers or query. These General Terms and Conditions of Sale are governed by UAE law.