

General Terms & Conditions of Sale, Delivery and Payment of:

ORIENTLUX FZE
established in Dubai, UAE

and of its associated companies and/or any of its authorized
Agents;

applicable to all sale transactions.

1 – Applicability

- a. These General Terms and Conditions apply to all offers and agreements for the sale of goods by us ("Goods") to a customer ("Customer") ("parties").
- b. The applicability of any Customer terms and conditions are explicitly rejected.
- c. Any derogation from the General Terms and Conditions shall only apply when such derogation has been accepted in advance by us in writing.
- d. We engage several independent agents, who make offers and sell Goods on our behalf ("Agents").

2 – Agreement

- a. Any request made by a Customer to purchase Goods shall not be binding until accepted in writing by us. Any offer made by us shall not be binding until determined in writing by us.
- b. The contract for sale/purchase between us and a Customer shall be final and binding upon the parties on the earlier of the date of dispatch (by post, e-mail and/or by telefax) by us of:
 - our written sales order confirmation (which is issued subject to these General Terms and Conditions); and
 - our pro forma invoice (which is issued subject to these General Terms and Conditions).
- c. Promises made by, or arrangements made with us shall not be binding unless these have been confirmed by us (excluding any Agent) in writing.
- d. These General Terms and Conditions, our written sales order confirmation and/or our pro forma invoice and any matters confirmed in writing in accordance with clause 2c. above ("Agreement"), represent the entire agreement between us and a Customer in respect of the purchase of Goods by a Customer.
- e. Any variation or amendment to these General Terms and Conditions shall be valid only if agreed between the parties in writing. Termination of these General Terms and Conditions by the Customer will only be valid upon our agreement to such termination in writing.

3 - Prices

- a. All prices for Goods are exclusive of all applicable taxes and levies, including any value added or other sales tax ("VAT") ("Prices").
- b. The Customer shall be responsible for the payment of any VAT or other taxes and/or levies, which shall be charged in addition to the Prices. Customer shall be credited in respect of VAT if it proves that a delivery of Goods within the European market has taken place, and that as such, VAT is not payable by the Customer.
- c. Insofar as the Prices are based on the weight of the relevant Goods, this weight shall be determined by weighing carried out by us before delivery. The Customer shall have the right to be present at said weighing, provided delivery shall not be delayed because of this.
- d. We have the right to increase Prices in the event of an increase in prices of supplies, raw materials or parts to be obtained from third parties, wages, national insurance contributions, freight, insurance premiums or other cost price factors (including changes in foreign exchange) and charges (including import and transit duties). The Customer shall not be entitled to terminate the Agreement in such circumstances.
- e. In the event that the Prices are based on restitutions of levies and/or on subsidies which are not obtained, for whatever reason, we are entitled to adjust the Prices accordingly.

4 - Delivery

- a. The anticipated delivery date for the Goods ("Delivery Date") shall be notified to the Customer by us by the date the Goods are available to be shipped to the Customer.
- b. The Delivery Date shall not be considered to be a firm date, unless explicitly stated by us otherwise in writing.
- c. Unless explicitly agreed upon otherwise, delivery shall be made "Ex Works" (EXW), according to the (at the time the contract for purchase between us and a Customer shall become final and binding upon the parties in accordance with clause 2b. above) most recent edition of Incoterms, as issued by the International Chamber of Commerce, ("Delivery", and the term "Delivered" shall be construed accordingly).

- d. In the event of a claim that a party's actions are attributable to a delay in achieving the Delivery Date, a written notice of default shall always be required and served on the defaulting party. The Customer shall not derive any rights from any actions by us that are or may be attributable to a delay to the Delivery Date, unless and until the Delivery Date is exceeded by three (3) months or more.
- e. We may, at all times, make Delivery of part (and not all) of the Goods the subject of a sales order, unless explicitly agreed by us otherwise in writing.
- f. In the event we are proven to be in default of our obligations under these General Terms and Conditions, and such default directly and exclusively causes a delay to the Delivery Date, the Customer may terminate the relevant sales order for the Goods, on five (5) days written notice to us. In that case, any prepaid amounts in respect of the Prices for the Goods the subject of the cancelled sales order, shall be refunded by us. The Customer shall be entitled to no interest on sum(s) and nor compensation in respect of the cancellation of the relevant sales order.
- g. In the event that circumstances beyond our control prevent Delivery, or in the event that the Customer fails to take Delivery:
 - we have the right, at our option, either, to take the Goods back or to store the Goods (or have them stored) at the expense and risk of the Customer. The Customer is liable for the cost of the re-taking of such Goods and their storage, which shall be not less than 15 per cent of the Price for the relevant Goods, without prejudice to our rights to payment at actual cost (if higher) ; and
 - the Customer shall continue to be obliged to fulfil its obligations under the Agreement, as if it had taken Delivery.

5 - Packaging

- a. We have the right - at our option - to take back or not take back packaging of the Goods for repeated use. We have the right to charge the Customer for the return of packaging of the Goods to us for such purpose, at our sole discretion.
- b. Only upon receipt of a credit invoice from us shall the Customer be entitled to deduct the value of the returned packaging, to the amount credited to it, from any amount owed to us.
- c. Damage to Goods caused by destruction/damage of the packaging shall at all times be at the Customer's risk, according to the applicable Incoterm.

6 - Transport

- a. Notwithstanding clause 4 above, on request by the Customer, we may have the Goods transported following Delivery, and unloaded, on behalf of and at the expense and risk of the Customer, in such manner and using such means of transportation as we may determine at our option.
- b. We shall not be responsible for (the use by the Customer of) any documents for the transportation of Goods to the place of destination, not even if they were provided by us.
- c. At our request, the Customer shall provide all necessary securities for the documents needed to transport the Goods to the place of destination.

7 - Returned Goods

Customer shall not be permitted to return any Goods to us for any reason following Delivery, without our prior written consent. Should any Goods be returned to us, the Customer bears all risk and responsibility for the Goods until we receive them, and shall be responsible for all costs associated with their return to us.

8 - Risk and transfer

- a. The Customer shall bear the risk of any and all direct and indirect damage that may be caused to the Goods from Delivery.
- b. We retain title in all Goods until all sums payable by the Customer with regard to any Goods are settled in full.
- c. The Customer is obliged to store all Goods delivered to it, but not paid for, with the necessary care, and to store them as our identifiable property, separate to its own property. The Customer shall furthermore be obliged to insure the Goods against damage or loss, by whatever reason,

during this period. Said insurance shall designate us as (co-)insured, with an independent right of claim towards insurer(s), and the Customer shall make the policies of these insurances available for inspection to us upon request. All claims of the Customer under such insurance shall be assigned to us, or, at our election, a right of pledge shall be granted to us.

- d. In the event that the Customer fails in the performance of any of its obligations under the Agreement, we may repossess any Goods delivered but not paid for that are in Customer's possession, without prior notice of default. The Customer irrevocably authorizes us insofar as is necessary to exercise this right to repossess.
- e. In the event that and insofar as we exercise our right to repossess Goods, as referred in clause 8d. above, the relevant sales order shall terminate immediately, without notice, without any judicial or tribunal intervention, and without prejudice to our rights under the Agreement and in law which have accrued to, or are referable to the period up to, the date of such termination. The Customer shall then be credited with the market value (but not higher than the original Price), reduced by the value of the damage suffered and costs incurred by us as a result (directly or indirectly) of the default by the Customer.
- f. The Customer shall be entitled, within the framework of its normal business operations, to sell and deliver the Goods delivered to him under retention of title, to third parties. In the event of such sales, any sums payable by the Customer to us regarding the Goods resold by the Customer shall, to the extent not already due and payable, immediately become fully due and payable.
- g. The Customer shall always be obliged to inform third party purchasers or transferees of Goods of our retention of title in such Goods. Furthermore, the Customer shall provide us with information about the whereabouts of all such Goods, and of the person or company said Goods have possibly been provided to.

9 - Payment

- a. Payment of the Price shall be paid by the Customer, without deduction or set-off, at the time the contract for purchase between us and a Customer shall become final and binding upon the parties in accordance with clause 2b (pre-payment), unless otherwise agreed upon by the parties in writing. In the event that payment is not made when due, the Customer shall, without any prior notice of default being required, pay interest at the rate of twelve (12)% per month on the aggregate amount due and payable, from the date at which the payment became due to the date of payment in full, without prejudice to any other of our rights.
- b. In the event that the Customer alleges to have a claim against us regarding the performance of the Agreement, the Customer will still be obliged to pay any sums due to us in respect of the matter giving rise to the claim.
- c. We may, in our discretion, acting reasonably, be entitled to require security from the Customer with regard to the fulfilment of the Customer's obligations to pay the Prices for Goods. We may suspend the fulfilment of any of our obligations under the Agreement until the Customer has provided the requested security.
- d. Any costs incurred by us with regard to the insufficient fulfilment or observance, or breach, of any of the Customer's obligations under the Agreement, including extrajudicial costs or payment collection and costs of legal fees, shall be borne by the Customer and paid to us on demand.

10 - Complaints

- a. The Customer shall be entitled to receive, at its expense, sample(s) of the Goods from us. If the Customer refrains from requesting such samples before placing any order for relevant Goods, it shall be considered to have agreed to the quality and condition of the Goods.
- b. Customer complaints or claims may only refer to
 - quantity, weight or specification of Goods, or
 - nonconformity of the Goods with sample(s) made available by us prior to their order by a Customer ("Defective Goods"),and the Customer hereby waives any and all other claims in respect of the Goods.
- c. The Customer shall inspect all Goods on Delivery.
- d. Any complaints or claims with regard to quantity, weight or specification shall be made in writing within 24 hours of Delivery, and shall include a complete and detailed description of the alleged

- error, failing which the Customer shall be deemed to have accepted the relevant Goods and have waived any and all claims relating thereto.
- e. Any complaints or claims with regard to Defective Goods shall be made in writing within 24 hours after the discovery of the relevant defect(s) (but in no event any later than three (3) months after Delivery), and shall include a complete and detailed description of the alleged defect(s), failing which the Customer shall be deemed to have accepted the relevant Goods and have waived any and all claims relating thereto.
- f. The Customer may not be entitled to make any claim against us with regard to Goods Delivered in the event that:
- the Goods have been processed or the Goods are otherwise not identifiable as originating from us;
 - defect(s) are caused by normal wear and tear, inexpert and/or incorrect treatment, use and/or storage or maintenance of the Goods; or
 - the Customer has not forthwith given us the opportunity to investigate the claim or otherwise has not complied with the terms of the Agreement in relation to making complaints or claims.
- g. In connection with any parts of Goods and/or Goods obtained from third parties that have not been manufactured by us, the Customer's right to make claims against us are limited to those matters in relation to which we have a claim against the relevant manufacturer/third party. In that case, we shall be discharged with respect to any liability in such regard to the Customer and the Customer may enforce its rights to claim against the manufacturer/third party. Where necessary, we shall transfer our rights against the manufacturer/third party to the Customer to give effect to this right of the Customer to claim directly from the manufacturer/third party. The Customer is not entitled to assert any rights against us in the event that it is able to assert its rights against a manufacturer/third party.
- h. In the event of a complaint or claim by the Customer against us, we are obliged only, and at our option, to:
- repair the relevant Goods;
 - replace the relevant Goods; or
 - credit the Customer for the Price of defective Goods,
- and these General Terms and Conditions shall apply unimpaired to any Goods so repaired or replaced.

11 - Liability

- a. The Customer's sole remedy for breach of this Agreement by us is specific performance. Notwithstanding and without limiting the foregoing, our total liability under the Agreement is limited to the total amount of the Price of Goods the subject of the matter giving rise to the loss.
- b. Under no circumstances will we be liable for any business or moral damage, damage to goodwill, consequential or any other indirect loss.
- c. Under no circumstances will we be liable for any direct or indirect loss, including business or moral damage and damage to goodwill, resulting from the infringement of any intellectual property or industrial property rights, or any analogous rights (or alleged rights) of third parties.
- d. Should we be held liable to any third party/parties for any damage for which are not liable pursuant to these General Terms and Conditions or otherwise, then the Customer shall indemnify and hold us (including our employees, agents and suppliers) harmless against any such loss, expense (including legal fees, penalties, interest and any other costs), damage or liability.
- e. In the event of impediment to the performance of the Agreement as a result of a matter beyond our reasonable control, whether or not foreseeable at the time of conclusion of the Agreement, which permanently or temporarily prevents fulfilment of any obligations under the Agreement (save for payment obligations), including, but not limited to: freight problems, transportation problems, fire, weather conditions, (danger of) war, revolt, strike, employees' lock-out, default by any of our suppliers. or something else interrupting our or our any of our supplier's operations, we shall have the option, without any judicial or tribunal intervention, either to:
- suspend performance of the Agreement for a maximum of three (3) months; or

- terminate the Agreement,
on notice to the Customer, without being obliged to pay any compensation.

12 - Failure

- a. In the event that:
 - the Customer does not, not in time or not sufficiently, fulfil one or more of its obligations under the Agreement; or
 - there is serious doubt in our opinion as to the ability of the Customer being able to fulfil such obligations; or
 - bankruptcy, suspension of payments, complete or partial stoppage of work, liquidation, transfer or encumbrance of the Customer's business, including the transfer or pledging of an important part of its accounts receivable; or
 - any assets of the Customer are attached before judgment or in execution,
 we may, at our option, without serving notice of default and without judicial or tribunal intervention:
 - suspend performance of the Agreement for a maximum of three (3) months;
 - terminate the Agreement immediately for upon written notice,
 without prejudice to our rights which have accrued to, or are referable to the period up to, the date of any such termination.
- b. In the event of termination of the Agreement, all sums under the Agreement shall become immediately due and payable by the Customer.
- c. Termination of the Agreement will not affect the Customer's obligations thereunder in respect of any Goods the subject of a written sales order confirmation issued by us, which shall remain valid and binding on the Customer, notwithstanding such termination.

13 - General

- a. In the event that one or more provisions of the Agreement, are found to be legally invalid, the remaining provisions of the Agreement shall remain in force and effect.
- b. The Customer shall keep all information relating to our business, the Agreement and which has been brought or come to its knowledge within the framework of the negotiations relating to the Agreement, secure, in strictest confidence, shall not disclose it (or any part of it) to any third party and shall not use such information for any purpose other than to perform its obligations under the Agreement.
- c. Our rights under the Agreement may be enforced by any Agent at any time.
- d. Any and all disputes arising out of or in connection with the formation, performance, interpretation, nullification, termination, validation of the Agreement shall be referred to and finally settled by arbitration in accordance with the provisions set forth under the Arbitration Rules of the Netherlands Arbitration Institute (the "NAI") ("Rules") and:
 - the arbitral tribunal will consist of one arbitrator appointed in compliance with the Rules;
 - the seat of the arbitration shall be The Netherlands and arbitration hearings shall take place in Amsterdam, The Netherlands;
 - the arbitral proceedings shall be conducted, recorded and documented in the English language;
 - the governing law to be applied to the arbitration shall be the law of The Netherlands;
 - the arbitral award shall address the costs and expenses of arbitration and all matters related thereto, including, the allocation of such costs and expenses between the parties;
 - the award of the arbitrators shall be final and binding upon the parties;
 - the parties submit to the non-exclusive jurisdiction of the courts of the UAE (including without limitation the courts of the DIFC) for the purposes of ratifying any award made pursuant to arbitration proceedings conducted in accordance with this clause and/or may enforce the award through The Convention on the Recognition and Enforcement of Foreign Arbitral Awards, New York, 1958 in any jurisdiction which is a signatory to that convention, or through such other convention or treaty allowing enforcement of awards and/or judgments in foreign jurisdictions;

- neither of the parties will challenge any arbitral award made pursuant to arbitration proceedings conducted in accordance with this clause;
 - the parties will not object to or challenge any application to enforce, any arbitral award made pursuant to arbitration proceedings conducted in accordance with this clause in any court and will submit to the jurisdiction of that court for the purposes of those enforcement proceedings.
- e. The Agreement and all matters arising or resulting from or in connection with the Agreement, shall be governed by the laws of The Netherlands.
- f. The Customer shall, during the term of the Agreement and for six (6) months thereafter refrain from accepting any offers for goods materially similar to the Goods, either directly or indirectly, from our suppliers (in connection with the Goods), or from any party with whom we are in negotiations with, or have concluded an agreement with, in relation to any matters concerning the Customer of Goods ordered by the Customer.