

1. GENERAL

The following terms and conditions shall be incorporated into all contracts involving goods and/or services supplied by APOLLO TECHNOLOGIES FZCO ('the Company'). The Company shall not be bound by any statement, representative, warranty, condition or contractual obligation (including any warranty or condition implied by law), which is not expressly set forth in these terms and conditions or agreed to and recorded in its entirety in a written instrument signed by the Company. Without limiting the generality of the forgoing any condition contained in any order or other communication from a purchaser which is inconsistent with, qualifies, or is contrary to these terms and conditions shall be of no effect unless that condition is agreed to and recorded in its entirety in a written instrument signed by the Company.

2. QUOTATION/ORDERS

a) Quotations may be revised or withdrawn by the Company at any time prior to the Company's express acceptance in writing of an order based on a quotation.

b) No order shall be binding on the Company until expressly accepted in writing. No order received by the Company may be varied, modified or cancelled by the purchaser without the Company's express written approval. In accepting a variation or modification the Company may adjust the price. In accepting cancellation the Company may require a handling charge of up to 20% of the price.

3. ORDERS

The quoted price of any item specially designed for any item for this quotation/tender may be adjusted if the whole order is not received.

4. CANCELLATION CHARGE

A specially designed or modified item cannot be cancelled after commencement of manufacture and any other order cancelled will be subject to a cancellation charge and if already delivered before cancellation shall not be returnable but be paid for at the quoted price.

5. PRICES

a) Unless otherwise stated all prices quoted are exclusive of sales tax, goods and services tax, duties, insurance, freight and handling charges and there shall be added to the price such amount as may be necessary to discharge the Company's liability in that regard.

b) Prices quoted are based on the cost, at quotation date, of materials, labour, overhead charges and other cost items over which the Company has no direct control. Unless the Company has expressly agreed in writing to waive this provision in respect of a particular contract (and then only to the extent of that waiver), any extra costs in respect of those items which are incurred by the Company prior to the time goods are made available or services performed shall be added to the price and become payable by the purchaser.

c) The Company's prices are subject to alteration without notice and the price payable by the purchaser shall be the price ruling at the time goods are made available or services performed. This provision shall not apply to the extent that the Company has expressly agreed in writing to apply goods and/or services for a fixed price.

d) Where goods and/or services are supplied overseas all monies due by the buyer shall be paid in the currency invoiced.

6. EXTRA COST

In the event of suspension or delay of work as a result of instruction or lack of instructions from the Purchaser or its representative the quoted prices may be increased at the discretion of the Company to cover extra expense incurred thereby.

7. PAYMENT

a) Unless otherwise expressly agreed in writing by the Company payment is to be made in cash without any deductions or set-off of any kind as per agreed terms of payment stated on the Proforma Invoice.

b) Notwithstanding the foregoing, the Company may any time after the goods are made available or services performed require immediate payment (without the need to make formal demand) if the Company considers the purchaser to be a credit risk.

e) Where any payment is not made on the due date then without prejudice to any rights or remedies available to the Company under the terms and conditions or at law or in equity the Company may:

i. Charge interest on all overdue accounts at the rate 24% per annum calculated on a daily basis from the date on which payment was due but acceptance of such interest shall not prevent the Company from exercising the rights or remedies aforesaid at any time;

ii. Cancel the contract, forfeit any monies paid and sue the purchaser for damages;

iii. Cancel any other contract between the Company and the purchaser or suspend performance of such contract pending payment being liable to the purchaser for any losses it might suffer.

8. DELIVERY/PERFORMANCE

a) The Company will use all reasonable endeavors to make goods available or effect performance of services at the time requested by the purchaser but if for any reason whatsoever goods are not made available or services not performed or availability or performance is delayed then the Company shall not be responsible for any indirect or consequential loss or damage whatsoever sustained by the purchaser or any other person.

b) The purchaser shall not be entitled to cancel the contract as a result of delays arising out of or attributable to any cause beyond the Company's control an availability/performance times shall be extended accordingly.

e) The Company may make goods available on an installment basis with each installment constituting a separate order with the price being payable accordingly. Delay in respect of any installment shall not entitle the customer to cancel the contract as to any remaining installment.

d) The Company shall be entitled to make goods available before the time requested by the purchaser. APOLLO TECHNOLOGIES FZCO Terms & Conditions of Sale Effective as from 1st January 2008.

e) Unless otherwise expressly agreed in writing by the Company the Company's delivery obligations shall be limited to making goods available ex works.

f) No claim for short falls will be considered by the Company unless the claim is made in writing and received by the Company within 48 hours of receipt of the goods by the purchaser.

g) Subject to a proportional adjustment to the price, quantities of goods supplied in response to an order shall be accepted by the purchaser to the extent that they do not differ from the quantity specified in that order by more or less than 5%.

9. RISK

a) The risk of any loss or damage to or deterioration of the goods shall pass to the purchaser when those goods are removed from the Company's premises.

b) The risk or any loss or damage to or deterioration of works shall pass to the purchaser when those works are no longer under the Company's direct control.

10. PROPERTY

Property in goods sold by the Company will not pass until payment has been made in full of the contract price for those goods to the Company. Until such payment is made the purchaser will hold the goods in trust for the Company.

11. CLAIMS

a) Subject to the following provisions of this clause and provided the terms of payment are promptly complied with the Company will remedy with reasonable dispatch any original defects arising from faulty workmanship or materials as per the manufacturer's warranty which under proper and normal conditions of storage or use are revealed within 12 months from the date goods are made available.

b) The Company's obligations under the warranty are limited to repairing (or at the Company's option replacing) any goods parts or components of its manufacture found to its satisfaction to be

defective provided the defect is notified in writing to the Company within the warranty period and if the Company so requires, the defective goods parts or components are returned at the purchaser's cost (adequately packed for shipment) to the Company's premises. The warranty aforesaid does not cover:

i. Damage from misuse, accident, neglect or improper operation or damage caused by exposure to chemicals, corrosive liquids or during maintenance, transportation, installation, modification or adjustment:

ii. Goods part or component previously repaired without the Company's authority or supervision;

iii. Materials, parts or components which are not of the Company's manufacture but in this case the Company will use its best endeavors to transmit the benefit of the manufacturer's warranty to the purchaser;

iv. Goods, which have been designed or modified according to the purchaser's instructions unless the defect is caused by faulty workmanship.

12. GUARANTEE AND WARRANTY

Unless otherwise expressly agreed in writing by the Company, all luminaries and components are covered by a twelve-month manufacturer's guarantee from date of delivery. APOLLO TECHNOLOGIES FZCO will repair or replace any component that fails or is proven faulty that has been installed to the manufacturer's specifications. This guarantee commences from the date of delivery of the goods apart from batteries and does not include labour for the replacement of such faulty components or luminaries. Replacement, repair or adjustment necessitated by misuse, negligence, modification, inadequate maintenance or failure to comply with installation/operation instructions, as well as any incidental or consequential losses are specifically excluded. All lamps supplied by APOLLO TECHNOLOGIES FZCO are warranted for twelve months from the date of delivery. All APOLLO TECHNOLOGIES FZCO products are covered by our Principal's Product Warranty.

13. LIMITATION OF COMPANY'S LIABILITY

a) In no case will the Company be liable to the purchaser or any other person for indirect or consequential loss or damage of any kind arising out of or attributable to any breach by the Company of its obligations under this contract, negligence on the part of the Company or any act or thing done or not done by the Company and for the purpose of these terms and conditions consequential loss shall include (without limitation) loss of use of goods or services, loss of income or profit and loss or damage to persons and property.

b) Regardless of the legal basis of any claim made against the Company in no case shall the Extent of the Company's liability under that claim exceed the contract price originally paid for the goods and/or services supplied by the Company, which gave rise to the claim.

14. GENERAL LIEN

In addition to any other lien to which the Company may by law be entitled, the Company shall be entitled to a general lien on all goods to the purchaser in the Company's possession (regardless of whether or not those goods have been partly or wholly paid for) for all amounts due from the purchase and the Company shall be free to sell (either privately or by auction) all or any part of those goods and retain the sale proceeds if after receiving 28 days prior notice of intention to sell the purchaser fails to pay such amounts to the Company

15. INFRINGEMENT OF PROPRIETARY RIGHTS

Where goods or works are manufactured or carried out to the purchaser's specification the purchase warrants that neither of any patent, trademark, registered design, and copyright or other industrial or intellectual property right. and the purchase shall indemnify the Company against any claims, suits, actions, demands, costs or other liability whatsoever (including solicitor-client in defending the same) which the Company may incur or become liable for in the event of any breach of this warranty by the purchaser

16. ERRORS

- a) The Company shall not be bound by clerical errors or omissions, which in computation or otherwise in any quotation, acknowledgment or invoice and the same shall be subject to condition.
- b) The Company will use all reasonable endeavors to comply with specifications/description and provided there is reasonable compliance in the regard the purchaser shall not be entitled to reject goods and/or services or claim compensation of any kind.

17. TESTS

Goods will be carefully inspected and where practicable submitted to standard tests at the Company's factory before being made available to the purchaser. If special tests or tests in the presence of the purchaser are required, the seller may charge the purchaser for them and in the event of any delay on the purchaser's part in attending such tests after receiving reasonable prior notice, the tests will proceed in its absence

18. COMPLIANCE WITH LAWS

- a) The purchaser shall be solely responsible for obtaining any necessary permits and complying with all legislation, regulations, bylaws and rules relating to the installation and operation or goods/works manufactured/carried out by the Company.
- b) The Company shall not be responsible for ensuring that goods supplied to it comply with the requirements of any legislation relating to the marketing and/or labeling and/or packaging or goods. Compliance with the requirements of such legislation is the sole responsibility of the purchaser.

e) Where the goods are supplied with instructions/warning relating to their installation and/or method or operation, the customer shall ensure that the goods are used and installed in accordance with such instructions and are not re-sold or otherwise disposed of without the inclusion of such instructions/warnings.

19. WAIVER/MODIFICATION/NOTICE

a) All the rights and powers of the Company shall remain in force notwithstanding forbearance or delay in enforcement. The Company shall not have waived any right unless such waiver has been expressly agreed to in writing by the Company.

b) Any notice or other document required being in writing under these terms and conditions shall only be enforceable against the Company if signed by the secretary, a director or the general manager of the Company.

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20. SERVANTS AND AGENTS

It is hereby expressly agreed that no servant or agent of the Company (including every independent contractor from time to time employed by the Company) shall in any circumstances whatsoever be under any liability whatsoever to the purchaser for any loss or damage whatsoever arising or resulting directly, indirectly or consequently from any act, neglect or default on the part of such person while acting in the course or in connection with his employment and, without prejudice to the generality of the foregoing clause, every exemption from liability, defense and immunity of whatsoever nature applicable to the Company or to which the Company is entitled hereunder shall also be available and shall extend to protect every such servant or agent or independent contractor or the Company acting as aforesaid.

21. FREIGHT

Freight is charged on all orders that leave our premises unless otherwise stated.

22. INTERPRETATION

Goods shall be deemed to be made available when they are moved from the Company's premises to deliver to the purchase or in accordance with the purchaser's instructions.

These terms and conditions shall be construed in accordance with the laws of Dubai, United Arab Emirates whose Courts shall have exclusive jurisdiction.