

Sales Terms & Conditions

Applicable to sales of lighting luminaires and related products within UAE, GCC, and MENA

Section 1: Definitions

Seller: Ruud Lighting Arabia L.L.C., incorporated under UAE law, principal office at Suite 1605, 16th Floor of The Dome Tower, Cluster N, Jumeirah Lakes Towers, Dubai, UAE

Buyer: Any individual or entity placing an order with Seller.

Products: Lighting luminaires, fixtures, accessories, spare parts, and related goods supplied by Seller.

Contract: Agreement between Seller and Buyer formed upon Seller's written order confirmation or invoice acceptance.

Section 2: Scope and Acceptance

2.1 These Terms govern all quotations, orders, and sales unless superseded by a signed contract.

2.2 Buyer's purchase order or other documentation containing additional or different terms is expressly rejected unless accepted in writing by Seller.

2.3 Orders placed by Buyer constitute acceptance of these Terms.

Section 3: Quotations & Order Confirmation

3.1 Quotations are valid for 30 calendar days, subject to change after expiry or due to changes in costs.

3.2 All orders are subject to Seller's acceptance and issuance of a written order confirmation.

3.3 Seller reserves the right to reject or cancel orders in whole or part at its discretion, including for creditworthiness or regulatory compliance reasons.

3.4 Buyer shall provide complete, accurate specifications, and product requirements. Seller disclaims liability for errors due to incorrect Buyer information.

Section 4: Prices, Taxes, and Payment Terms

4.1 Prices are quoted in UAE Dirhams (AED) or as otherwise stated, exclusive of VAT, customs duties, and all applicable taxes, fees, and levies.

4.2 Payment terms are 100% advance payment via wire transfer unless otherwise agreed in writing.

4.3 For approved credit accounts, payments are due within 30 calendar days from invoice date. Late payments accrue interest at 1.5% per month or the maximum legal rate.

4.4 Buyer is responsible for all bank charges, including correspondent and intermediary fees.

4.5 No deductions, set-offs, or withholding shall be made without Seller's prior written consent.

4.6 Payment must reference Seller's invoice number to ensure correct allocation.

Section 5: Delivery, Title, and Risk

5.1 Delivery terms are EXW (Ex Works) Dubai or as otherwise specified in the Contract, Incoterms 2025 apply.

5.2 Seller shall make reasonable efforts to meet estimated delivery dates but shall not be liable for delays.

Sales Terms & Conditions

Applicable to sales of lighting luminaires and related products within UAE, GCC, and MENA

5.3 Risk of loss or damage passes to Buyer upon delivery to the first carrier.

5.4 Title to Products remains with Seller until full payment is received. Seller may repossess unpaid Products at Buyer's expense.

5.5 Buyer shall ensure proper handling, storage, and insurance post-delivery.

Section 6: Inspection and Acceptance

6.1 Buyer shall inspect all Products immediately upon receipt and notify Seller of any visible defects, damages, or shortages within 5 working days.

6.2 Failure to provide timely written notice constitutes acceptance of Products.

6.3 Concealed defects must be reported within 10 working days of discovery but within the Warranty Period.

6.4 Buyer shall provide reasonable opportunity for Seller to inspect defective Products.

Section 7: Warranty and Liability

7.1 The Seller warrants that the Products shall be free from defects in materials and workmanship under normal use for a period ranging from 3 to 10 years from the date of delivery, depending on the specific product supplied.

7.2 Warranty does not cover damage caused by misuse, improper installation, neglect, accident, unauthorized modification, power surges, or natural wear and tear.

7.3 Warranty remedies are limited to repair, replacement, or credit for defective Products as determined by Seller.

7.4 No other warranties, express or implied, including merchantability or fitness for a particular purpose, apply.

7.5 Seller's liability for any claim shall not exceed the purchase price of the affected Products.

7.6 Seller is not liable for indirect, incidental, special, or consequential damages, including lost profits or business interruption.

Section 8: Returns, Cancellations, and Order Changes

8.1 Custom-made or custom-designed, or special order Products are non-returnable and non-cancellable.

8.2 Standard catalogue Products may be returned only with Seller's prior written approval, in original packaging, unused, and subject to a 20% restocking fee.

8.3 Buyer may not cancel or modify confirmed orders without Seller's written consent and reimbursement of all costs incurred.

8.4 Seller reserves the right to charge cancellation fees covering production costs, material procurement, and administrative expenses.

Sales Terms & Conditions

Applicable to sales of lighting luminaires and related products within UAE, GCC, and MENA

Section 9: Force Majeure

9.1 Neither party shall be liable for delays or failure to perform due to causes beyond reasonable control, including acts of God, war, terrorism, strikes, governmental restrictions, natural disasters, epidemics, or supply chain disruptions.

9.2 Delivery schedules shall be extended for the duration of the force majeure event plus a reasonable recovery period.

Section 10: Intellectual Property

10.1 All intellectual property rights in the Products and associated documentation remain with Seller or its licensors.

10.2 Buyer shall not copy, reverse engineer, modify, or remove proprietary marks on Products.

10.3 Buyer agrees to indemnify Seller against any IP infringement claims arising from unauthorized use.

Section 11: Compliance with Laws and Export Controls

11.1 Buyer agrees to comply with all applicable laws, including UAE and GCC commercial, customs, tax, and export control regulations.

11.2 Buyer shall not export, re-export, or transfer Products in violation of sanctions or export restrictions.

11.3 Buyer shall provide necessary import licenses, permits, and authorizations timely.

Section 12: Confidentiality

12.1 Both parties agree to keep confidential any proprietary, commercial, or technical information received.

12.2 Confidential information shall not be disclosed to third parties except as required by law or agreed in writing.

Section 13: Data Protection

13.1 Any personal data processed in relation to these Terms shall comply with UAE Federal Data Protection Law (Federal Decree-Law No. 45 of 2021) and applicable regulations.

13.2 Each party shall implement appropriate security measures to protect personal data.

Section 14: Governing Law and Dispute Resolution

14.1 These Terms and Contracts shall be governed by the laws of the United Arab Emirates, specifically the laws of the Emirate of Dubai.

14.2 All disputes shall be submitted to the exclusive jurisdiction of the Dubai Courts unless Seller elects to initiate proceedings in Buyer's local jurisdiction.

14.3 Parties shall first attempt amicable resolution before resorting to litigation.

Sales Terms & Conditions

Applicable to sales of lighting luminaires and related products within UAE, GCC, and MENA

Section 15: Notices

15.1 All notices shall be in writing and deemed delivered upon (a) receipt by hand, (b) three working days after posting by registered courier, or (c) confirmation of receipt of email/fax.

15.2 Notices shall be sent to the addresses specified in the Contract or updated addresses provided by either party.

Section 16: Miscellaneous

16.1 Entire Agreement: These Terms, together with the order confirmation, constitute the entire agreement between parties.

16.2 Amendments must be in writing and signed by authorized representatives.

16.3 Assignment: Buyer may not assign or transfer rights or obligations without Seller's prior consent.

16.4 Severability: Invalid provisions do not affect the validity of the remainder.

16.5 Waiver: Failure to enforce any term shall not constitute a waiver of rights.

Section 17: Technical Support and Training

17.1 Seller may provide technical support or training services under a separate agreement.

17.2 Buyer acknowledges responsibility for correct installation and adherence to Seller's specifications and local regulations.

Section 18: Limitations on Liability

18.1 Seller shall not be liable for any damages arising from improper installation, use outside specifications, or failure to maintain Products.

18.2 Buyer indemnifies Seller against third-party claims arising from misuse or unauthorized modification.