

## **Bright Lights Trading LLC Terms Of Business**

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In these terms and conditions, any references to “Bright Lights” or “B.L.T.” or “Bright Lights of Oman” shall mean **Bright Lights Trading LLC**, its divisions, subsidiaries, affiliated and associated companies.

**Website** [www.brightlightsoman.com](http://www.brightlightsoman.com)

Company Reg. No. 1549200

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### **Terms of Business**

The following Terms of Business shall apply unless otherwise agreed in writing by the seller Bright Lights Trading LLC (the company) and the purchaser (the customer).

### **TITLE OF GOODS**

Legal title in the goods shall pass to the customer only when the company has received payment for the goods in full.

### **PAYMENT**

Payment is accepted by cheque, cash, bank draft or direct bank transfer. Goods will only be dispatched against cleared funds unless an approved account has been established for the customer. A surcharge may be applied account payments. The customer will be notified of any such charge in advance of the sale or account payment. The company will accept foreign currency but additional charges may be made. Payments received in foreign currency shall have an OMR value equal to the NET amount after charges at point of exchange by the Sultanate of Oman bank. The company will make an additional charge for dishonoured (unpaid) cheques.

### **CREDIT ACCOUNTS**

Goods are supplied on account only to approved account holders. Terms are net 30 days from date of invoice. The company reserves the right to suspend and/or terminate accounts that exceed this period or for any other reason. Lapsed accounts will be terminated without notice. In the event of default from our terms of business, the company shall be entitled to recover compound interest at the rate of 5% per month on outstanding indebtedness to the date of payment. The company may offer a settlement discount allowable only if payment is received strictly within the settlement period and all previous invoices are cleared in full. Settlement discount does not apply to carriage charges at the settlement value of the invoice. The company reserves the right to review account status and credit limits without notification to the customer.

## **RETURNS/FAULTY GOODS**

The company operates a sales order return number system (SOR). The customer must obtain a returns authorisation (SOR) number from the company prior to returning goods. The company will require details of the product, the suspected fault(s), the serial number(s), the purchase date and the sales invoice number on which they were purchased. The SOR number will expire fourteen days after the date that it has been issued. The customer will need to apply for a new SOR number after this expiry period. The SOR number must be clearly marked on the outside of the carton containing the goods. The company reserves the right to refuse delivery of goods that are returned without authorisation. Any goods suspected to be faulty 'out of the box' must be returned to the company for inspection in the original condition and packaging. The company does not undertake to reimburse carriage costs incurred in the return of goods, whether under warranty or not, and reserves the right to repair or replace any such articles at its discretion. The company reserves the right to apply a re-stocking charge of 15% for goods that were correctly supplied. When the customer has trade status and is supplied at the corresponding trade prices it is expected that the customer will offer "first line service" to their customers. The definition of "first line service" is to have the knowledge and facility to fault find at a basic level in order to service and repair products under warranty on behalf of the manufacturer. Chargeable repairs will incur a handling charge and carriage costs. When the customer requests an estimate of cost to repair an article a repair refusal charge may be made if the customer chooses not to proceed with the repair.

## **WARRANTY POLICY**

In addition to the detail under the returns/faulty goods section above, the following terms apply: Goods are sold in accordance with the manufacturers' warranty, which may vary from one manufacturer to another. This detail should be checked by the customer prior to placing the order. 'Faulty out of the box' products will normally be replaced if returned within a period of 14 days after purchase; however this is at the company's sole discretion. Goods will not be replaced in any event if they are not returned in the original product packaging, with both the goods and the packaging being unmarked and in new condition and complete with all internal packaging, components, accessories and manuals. In the event of customer/user damage or misuse the goods will not be repaired under warranty. Faulty goods returned beyond the 14 day period will normally be repaired under warranty and returned to the customer. In this case, the company and/or the manufacturer may levy charges to the customer to cover inspection whether a chargeable repair is carried out or not and in the event of 'no fault found'. Under some circumstances the warranty period will start from the date that the customer has sold the goods to the end user. In this situation, the company will require a copy of the customer's sales invoice to the end-user detailing the product and serial number. This decision is solely at the company's discretion. Goods must be returned to the company via the customer, not direct from the end user.

## **ERRORS OR OMISSIONS**

Incorrect goods or shortages upon delivery must be notified to the company within 1 working day of receipt of the order or invoice for the order, whichever is the first to arrive.

## **DESPATCH**

Goods that are available from stock are dispatched the same or next working day after receipt of order. Goods are supplied on an ex-works basis. The company shall not be liable to compensate the customer or any third party for claims occasioned by delays in completing the order or delays in transit. Unless otherwise requested part orders will be dispatched with the balance to follow as soon as in stock although the company will liaise with the customer in this respect. A delivery note is sent with the goods and the invoice is sent separately by email. If a hard copy is required it will be sent by courier or post.

## **EXPORT**

Payment is accepted by direct bank transfer or bank draft. For goods sourced in The Sultanate of Oman prices will be in OMR and for those sourced outside of The Sultanate of Oman prices will be in USD. Other currencies will be accepted in accordance with the terms previously stated in the payment section of this document. Goods can be dispatched on an ex-works basis. All shipping costs and associated charges must be included with payment for the order. When goods are supplied ex-works the company may make a charge for packing and documentation.

## **DAMAGE IN TRANSIT**

The customer must notify the company within three days of receipt of goods. If damage is apparent, or suspected at point of delivery, the carrier's consignment note should be clearly marked accordingly and goods signed for as damaged. Non-receipt of goods should be notified to the company within three days of invoice date.

## **PRICE, SPECIFICATION AND AVAILABILITY**

The company reserves the right to alter specification, revise prices and withdraw products without notice. All products are subject to availability. All details should be confirmed at time of ordering. Whilst great effort is taken to ensure that product descriptions and specifications are accurate, the company does not accept responsibility for losses resulting in errors. Images used in our publicity are non-contractual.

These conditions are governed by the laws of The Sultanate of Oman and you agree that the Omani courts shall have exclusive jurisdiction in any dispute.

These terms and conditions may be amended by Bright Lights from time to time. Your use of the website following such changes constitutes your acceptance of these changes.

Any questions or enquires which, you have in relation to this website or in relation to Bright Lights, should be addressed to Bright Lights, PO Box 1071, PC 130, Al- Athaibah, Muscat, Sultanate of Oman.