

The following terms and conditions shall apply to all equipment and services supplied by e-Home AUTOMATION LLC ("e-Home") to the client ("Client") unless agreed between us in writing. These terms and conditions form an undivided part of e-Home's quotation to the Client to supply equipment and/or services to the Client:

### 1.0 Contract

The contract is a legal document between e-Home and the Client when signed and all pages initialed by both parties for the supply of equipment and services. All equipment remains the property of e-Home until paid in full.

### 2.0 Quotations

These are based on e-Home's standard product range which is based on the best technology available and is designed to be highly cost-effective, customizable, flexible and easy to use. All quotations are based on the Client's CAD drawings and/or e-Home's site survey and are as accurate as possible. The final cost may vary from the quotation although e-Home's quotations are as accurate as possible based on the information available to e-Home at the quotation date. Unless previously withdrawn, quotations are open for acceptance for the period stated therein, or if no period is stated, within 30 days from the quotation date. Quotations are provided on four levels of service:

- a. **Consulting Service:** Production of a designs and drawings that are based on the Client's requirements.
- b. **Supply Only Service:** Equipment is delivered complete with standard manuals and three hours telephone support. Further technical and installation support can be provided on a fee basis. A one year warranty is provided on all equipment on a "return to e-Home" basis, see clause 8 below;
- c. **Supply and Support Service:** Equipment is delivered complete with both standard manuals and (if plans have been supplied) a marked up plan showing how the different items on the plan should be connected. Technical support is available free of charge on a (local rate) number. e-Home will inspect the Client's installation and, once signed-off, all equipment is covered by a one year warranty, see clause 8 below; and
- d. **Consultancy, Supply and Commissioning Service:** Equipment is delivered complete with both standard manuals and (if plans have been supplied) a marked up plan showing how the cables should be installed. An e-Home engineer will terminate low-voltage connections and commission the equipment, including any custom programming required. The service is covered by a full one year warranty, see clause 8 below.

### 3.0 Description

The Client shall assume responsibility that equipment and designs stipulated by them are sufficient and suitable for their purpose save in so far as their stipulations are in accordance with e-Home's specific advice in writing in respect of the contract. Specifications, drawings, particulars of weights and dimensions and similar information submitted with e-Home's quotation prior to contract shall be considered approximate only. Descriptions, illustrations and other details contained in e-Home's published literature, price lists, data sheets and other advertising material are intended by way of identification to present a general idea of the equipment and services described therein. None of these shall form part of the contract unless separately and specifically confirmed by e-Home in writing in respect of the contract. Any drawings, firm intentions and data required by the contract will be provided or confirmed by e-Home at the appropriate time following signing of the contract and receipt of the deposit see clauses 4c and 4d below.

### 4.0 Payment

e-Home shall submit invoices in accordance with the following payment terms:

- a. **Consultancy Service:** Payment of an AED 5,000 non-refundable deposit is due at the time the Client signs the contract. The cost for the service is based on 5% of estimated value of the project with 50% payable, less the AED 5,000 deposit, on agreement with the Client of the project design and 50% payable before delivery of the drawings.
- b. **Supply Only Service:** Payment is due in full at time the Client places the order, unless agreed between e-Home and the Client in writing;
- c. **Supply and Support Service:** Payment of a 10% non-refundable deposit is due at the time the Client signs the contract (for professional fees and wiring diagram). Payment of 90% of the contract is due in full before delivery of the equipment. If the Client wishes to upgrade the contract to the Consulting, Supply and Commissioning Service before delivery of the equipment the original contract will be cancelled and the 10% deposit credited towards the deposit on signature of the new contract; and
- d. **Consulting, Supply and Commissioning Service:** Payment of a 40% non-refundable deposit is due at the time the Client signs the contract (for consulting, professional fees and wiring diagram). Drawings shall not be given to the Client until payment of the deposit has been received by e-Home. Payment of 50% of the contract is due in full six weeks before each delivery of the equipment and payment of 10% of the contract is due on completion of commissioning of the system.

Any costs incurred by e-Home in collecting money owed to e-Home by the Client, including any debt collector's fees and legal and court costs (on a solicitor and client basis) are payable by the Client on demand. If the Client's account remains unpaid after its due date e-Home will not send the Client a reminder notice. If the Client has not communicated with e-Home that the amount unpaid is subject to a genuine dispute, e-Home will send the Client's unpaid debt to a debt collection agency for recovery.

### 5.0 Variations

e-Home shall not be obliged to agree to any variation to the contract. e-Home's agreement to any variation shall be effective from the date of e-Home's acceptance in writing of the Client's formal written variation to the contract following agreement as to any associated changes in price and time for delivery. If e-Home and the Client agree in writing to vary the work to be done or the equipment supplied, e-Home reserves the right to vary its quotation and the Client agrees to pay e-Home's revised cost at e-Home's normal charges for such work or equipment in accordance with e-Home's current price list.

### 6.0 Risk and Ownership

All equipment supplied and installed by e-Home under this contract shall be at the Client's risk on installation and all equipment supplied by e-Home not requiring installation by e-Home shall be at the Client's risk on delivery. e-Home shall retain ownership of such equipment until the Client has paid to e-Home all monies payable by the Client under the terms of the contract. Receipt by e-Home of any check or other bill of exchange or promissory note shall be deemed not to have been paid until it has been cleared. Until e-Home has been paid in full:

- a. The Client shall retain possession of the equipment in trust for e-Home as the beneficial owner and shall store them separately and clearly identify them as belonging to e-Home;
- b. If the Client sells any of the equipment the proceeds of the sale shall belong to e-Home and shall be retained by the Client in trust for e-Home and shall not be intermingled with any other monies or paid into any overdrawn bank account and shall at all times be kept identifiable as monies held in trust for e-Home; and
- c. The Client irrevocably authorizes e-Home, its employees or agents, without being required to give any notice, to enter on and into any premises where any of the equipment is or is reasonably believed to be, to inspect and/or repossess all or any of the equipment and the Client shall indemnify e-Home in respect of any costs, claims or liability incurred by e-Home in doing so.

### 7.0 Delivery

Unless otherwise stated in the contract, delivery will be made ex-warehouse loaded on transport. If the contract requires delivery other than ex-warehouse, e-Home will repair or at its option replace free of charge equipment lost or damaged in transit provided that e-Home is given written notification of such loss or damage within such time as will enable e-Home to comply with the carrier's conditions of carriage as affecting loss or damage in transit (or where delivery is made by e-Home's own transport, within a reasonable time after the Client's receipt of the advice note). Unless otherwise stated in the contract, e-Home shall not be responsible for off-loading. Any time stated for delivery is an estimate only. e-Home is not liable for any delay in delivery. If delay results from a cause for which the Client or others acting on the Client's instructions or behalf are responsible, e-Home shall be entitled to reimbursement of their resulting additional costs (including but not limited to costs arising from any associated deferment of payment).

### 8.0 Defects after Delivery

e-Home will make good, repair or at its option by the supply of a replacement defects which under proper use appear in the goods or supply of services within a period of twenty four (24) calendar months from the date of delivery of the equipment or completion of e-Home's services and arise solely from faulty design (other than a design specified by the Client), materials or workmanship; provided that the defective items shall be returned to e-Home carriage and insurance paid if e-Home shall so require. e-Home shall refund the cost of carriage on such returned equipment or parts and the repaired equipment or parts will be delivered by e-Home free of charge. e-Home's liability under this clause 8 shall be in lieu of any warranty or condition implied by law as to the quality or fitness for any particular purpose of the equipment and services, and save as provided in this clause and clause 9 e-Home shall not be under any liability, whether in contract, tort or otherwise, in respect of defects in equipment delivered or work or services carried out. The equipment guarantees are as per the manufacturers' guarantees only. Generally this will be twenty four (24) calendar months from purchase unless otherwise stated, whether purchased by e-Home or free issued to e-Home. If any propriety items fail then contact should be made by the Client with e-Home to arrange for direct return to them for repair or replacement.

### 9.0 Limitation of Liability

If the Client, as an e-Home consumer, acquires or holds himself out as acquiring the equipment and services for the purpose of business:

- a. e-Home's liability for any breach of its obligations to the Client shall in all circumstances be limited to and shall not exceed the price of the equipment and services supplied to the Client; and
- b. e-Home shall not be liable to the Client for any consequential or indirect loss, damage or expense of any kind, nor for any loss of profit, economic loss or similar claims.

To the extent permitted by law all terms, conditions and warranties, except those expressly set out in the contract, relating to the equipment and services supplied pursuant to this contract are expressly excluded.

### 10.0 Assignment

e-Home may, but the Client shall not, assign the rights and obligations under the contract.

### 11.0 Guarantee

In consideration of e-Home agreeing to provide the equipment or services to the Client at the request of a Guarantor (which request must be acknowledged by the Guarantor in writing addressed to e-Home) the Guarantor guarantees to e-Home payment, on the due date for payment, of all monies payable by the Client under the contract and agrees to indemnify e-Home against any loss e-Home might suffer should the contract be lawfully disclaimed or abandoned by any liquidator, receiver or other person. The Guarantor shall be a principal debtor under the contract and agrees that no release, delay, indulgence or other thing which would release a surety shall release or reduce the liability of the Guarantor under the contract. Where there is more than one Client or Guarantor they shall be liable jointly and each of them severally and where the Client or Guarantor acts as a nominee or as

an agent in the execution of the contract, the Client or Guarantor shall at all times remain liable for all obligations as if a party in their own right.

### **12.0 Sensitive Equipment**

There may be voltage fluctuations which could damage sensitive electrical appliances like computers, televisions, videos, cordless phones and computerized appliances. Voltage fluctuations can occur at any time and may be caused by events beyond e-Home's control, such as electricity or internet supply company problems, circuit breakers tripping during fault finding, isolation of circuits or disconnection of the main switch for personal safety when engaged by the Client for e-Home's services. The Client should consider arranging insurance that covers damage from power fluctuations, install their own back-up devices such as an uninterruptible power supply (UPS), and/or make other arrangements to protect their equipment or meet their special needs. Power conditioners and surge protectors may help reduce such fluctuations and can be plugged into appliances or wired into the Client's house mains. e-Home takes no responsibility for damage caused to equipment or appliances, including loss of data, arising from these kinds of fluctuations.

### **13.0 Inspections and Tests**

If the contract requires that any inspection or test be carried out in the presence of the Client or their representative, e-Home will provide seven day's notice of such inspection or test. In the event of any delay on the Client's part in attending such test or carrying out such inspection, the test or inspection will proceed in the Client's absence and shall be deemed to have been made in the Client's presence.

### **14.0 Patents and Intellectual Property Rights**

e-Home shall not be liable for the infringement of any patent, registered design, trade mark or other intellectual property right where equipment is manufactured to the Client's design and/or instructions and the Client will fully indemnify e-Home against any claim in respect thereof howsoever arising. e-Home shall retain ownership of all rights in designs, software and other intellectual property developed or supplied by it.

### **15.0 Cancellation**

The client may only cancel the contract (whether in whole or in part) with e-Home's written agreement, which shall be given or withheld at its sole discretion and upon such terms as it deems fit.

### **16.0 Legal Construction**

The contract is governed by, and shall be construed in accordance with, the laws of the United Arab Emirates.