

User Agreement

Effective Date: 27 June 2025

This User Agreement ("Agreement") governs the terms and conditions under which you ("User", "Customer", "You") access and use the official website <https://proallmarkets.com/> ("Website") of Lunova Trade L.L.C-FZ ("Company", "we", "us", or "our"), a free zone limited liability company registered and operating under the laws of the United Arab Emirates, with its principal office located at Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, Dubai, United Arab Emirates.

By accessing or using this Website, submitting an inquiry, placing an order, or otherwise interacting with our services, you confirm that you have read, understood, and agreed to be bound by the terms of this Agreement, along with our Privacy Policy and any other applicable legal notices or terms referenced herein. If you do not agree to these terms, you should not access or use our Website.

1. Scope of Services

1.1. The Company operates as an international trading company engaged in the sourcing, procurement, and distribution of a broad range of goods from verified global suppliers based on Customer demand. Product categories include, but are not limited to:

- Industrial and commercial plastic products
- Textiles
- Construction equipment
- Healthcare devices
- Foodstuffs and agricultural goods
- Spare parts and components for automotive and machinery

1.2. Our primary function is to identify optimal suppliers, ensure quality compliance, negotiate favorable pricing, and organize procurement on behalf of our Customers. We may provide market-specific advice, technical specifications, and product comparison services upon request.

1.3. Subject to separate arrangements, we may also provide end-to-end logistics support, including shipping, customs handling, and documentation.

2. Order Process

2.1. The Website allows Customers to submit inquiries and initiate orders through our online contact form or via the official Company email address.

2.2. After receiving a request, the Company will assess the requirements and, at its discretion, issue a commercial offer or pro forma invoice outlining:

- Product description and technical details

- Quantity and unit price
- Total cost, excluding and/or including taxes, duties, and delivery charges
- Delivery lead time and Incoterms (e.g., EXW, FOB, CIF)
- Payment instructions and banking details

2.3. Orders shall be deemed accepted and confirmed only upon full or partial payment in accordance with the agreed payment terms. Until such payment is confirmed, no commitment shall be binding upon the Company.

2.4. Upon payment confirmation, the Company initiates procurement, production (if applicable), and shipping procedures. Customers will be notified of key milestones during fulfillment.

2.5. All orders are custom-sourced and non-refundable unless otherwise expressly agreed in writing. Any cancellations may result in partial or full forfeiture of payments, depending on the stage of order execution.

3. Pricing and Payments

3.1. Prices quoted are typically exclusive of VAT, import/export duties, banking charges, and logistics fees unless otherwise explicitly stated.

3.2. All payments must be made via international bank transfer to the account specified in the invoice. Alternative payment methods (e.g., LC, escrow) may be considered subject to prior written approval.

3.3. Customers shall bear responsibility for all fees related to payment processing, currency conversion, and intermediary bank charges. The Company must receive the invoiced amount in full.

3.4. Failure to remit payment by the due date may result in order suspension or cancellation, without any liability to the Company.

4. Delivery and Risk Transfer

4.1. Delivery terms shall be in accordance with Incoterms 2020 as specified in each invoice or agreement.

4.2. The delivery schedule is approximate and may vary depending on supplier lead times, international transport conditions, or force majeure events.

4.3. Risk and title to goods transfer to the Customer according to the agreed Incoterms. In the absence of specific agreement, risk transfers upon dispatch from the supplier's premises.

4.4. The Customer is responsible for inspecting goods upon receipt and notifying the Company of any damage or shortages within five (5) calendar days.

5. Communication and Notices

5.1. All communications shall be conducted via email to the official Company address or through the Website's contact form. The Customer is responsible for providing accurate and current contact information.

5.2. Any written notices, demands, or legal correspondence should be sent to:

Lunova Trade L.L.C-FZ

Meydan Grandstand, 6th floor

Meydan Road, Nad Al Sheba

Dubai, Dubai, United Arab Emirates

Email: info@proallmarkets.com

6. Website Use Policy

6.1. You agree to use the Website solely for legitimate business purposes. Prohibited uses include:

- Transmitting spam, viruses, or malicious content
- Unauthorized access to systems or networks
- Misrepresenting your identity or business intentions
- Collecting personal or proprietary data without consent
- Engaging in unlawful or fraudulent activities

6.2. The Company reserves the right to suspend or block access to any user found violating these terms.

6.3. All content on the Website, including text, images, product listings, trade names, trademarks, and source code, is the intellectual property of Lunova Trade L.L.C-FZ or its licensors.

6.4. You may not copy, store, publish, reproduce, transmit, or distribute any Website content without prior written consent.

7. Consulting and Advisory Services

7.1. Market advice, product recommendations, or regulatory information provided by the Company are for general informational purposes only.

7.2. The Company makes no warranties regarding the accuracy or applicability of such information to specific Customer use cases. Customers should seek independent professional advice where necessary.

8. Limitation of Liability

8.1. To the maximum extent permitted by UAE law, the Company disclaims all warranties, express or implied, including but not limited to merchantability and fitness for a particular purpose.

8.2. Under no circumstances shall the Company be liable for any indirect, incidental, punitive, or consequential damages, including loss of profits, contracts, or opportunity.

8.3. In all cases, the Company's liability shall not exceed the amount actually paid by the Customer for the specific order giving rise to the claim.

9. Indemnification

You agree to defend, indemnify, and hold harmless Lunova Trade L.L.C-FZ, its directors, employees, and agents from any claims, damages, liabilities, or expenses arising out of your use of the Website, violation of this Agreement, or infringement of any intellectual property or other rights.

10. Force Majeure

The Company shall not be liable for any delay or failure to perform due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemic, supply chain disruptions, or government actions.

11. Privacy and Data Protection

11.1. The Company collects and processes Customer data in accordance with applicable UAE data protection regulations. By using the Website, you consent to such processing.

11.2. We implement appropriate security measures to protect your data but cannot guarantee absolute security.

12. Termination

The Company may suspend or terminate access to the Website or reject any order at its sole discretion, especially in cases of suspected fraud, non-payment, or breach of this Agreement.

13. Governing Law and Dispute Resolution

13.1. This Agreement shall be governed by and construed in accordance with the laws of the United Arab Emirates.

13.2. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Dubai.

14. Entire Agreement and Modifications

14.1. This Agreement constitutes the entire understanding between the parties and supersedes all prior oral or written communications.

14.2. We reserve the right to amend this Agreement at any time by posting an updated version on the Website. Continued use of the Website following such amendments shall constitute acceptance of the revised terms.

15. Definitions

15.1. "Customer" means any person or legal entity that accesses the Website and engages with the Company for the procurement of goods or services.

15.2. "Goods" refers to the products listed or referenced on the Website and sourced by the Company based on Customer orders.

15.3. "Services" refer to all commercial and operational activities carried out by the Company in connection with procurement, supply, logistics, consultation, or customer support.

15.4. "Force Majeure Event" means any circumstance beyond the reasonable control of the Company, including but not limited to acts of nature, government restrictions, natural disasters, or cyberattacks.

15.5. "Working Day" means a day (other than a Friday or public holiday) on which banks in the United Arab Emirates are open for business.

16. Export Control and Sanctions Compliance

16.1. The Customer agrees to comply with all applicable export control laws, regulations, and international trade restrictions, including those imposed by the United Nations, the European Union, the United States, and the United Arab Emirates.

16.2. The Company reserves the right to reject or cancel any order that may result in a breach of applicable export laws or sanctions.

16.3. The Customer represents and warrants that they are not a sanctioned party or operating in a sanctioned jurisdiction, and that they shall not resell or distribute the goods in violation of applicable sanctions.

17. Intellectual Property Rights

17.1. All content on the Website, including graphics, product listings, technical documents, brand names, and software code, is the exclusive property of the Company or its licensors.

17.2. No part of the Website may be copied, reproduced, or exploited for commercial purposes without prior written consent.

17.3. Any unauthorized use of intellectual property owned by the Company may result in legal action under UAE and international intellectual property laws.

18. Refunds and Returns

18.1. Due to the nature of customized sourcing and international trade, all sales are final and non-refundable unless otherwise agreed in writing.

18.2. Any exceptions must be approved by the Company and are subject to restocking fees, inspection charges, or supplier return policies.

18.3. Where returns are authorized, goods must be returned in original packaging and condition within the specified timeframe.

19. Severability and Waiver

19.1. If any provision of this Agreement is deemed invalid or unenforceable under applicable law, the remaining provisions shall remain in full force and effect.

19.2. No failure or delay by the Company to exercise any right or remedy shall constitute a waiver thereof.

20. Third Party Rights

20.1. This Agreement is intended for the benefit of the parties and does not confer any rights upon any third party.

21. Language and Interpretation

21.1. This Agreement is drafted in English. Any translation into other languages is for convenience only. In the event of a conflict, the English version shall prevail.

21.2. Headings in this Agreement are for convenience only and do not affect the interpretation of its provisions.
