

## AL GURG BUILDING SERVICES CO. LTD LLC ("AGBS")

P.O.BOX 325, DUBAI, UNITED ARAB EMIRATES

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### Supply Terms & Conditions

- 1. SCOPE**
  - (i) This Quotation shall apply exclusively to any current or future sale of any products or services by AGBS to its customers ("Customer").
  - (ii) Any typographical, clerical or other error or omission in any sales literature, quotation, price list, and acceptance of offer, invoice or other document of information issued by the AGBS shall be subject to correction without any liability on the AGBS part.
- 2. GENERAL**
  - (i) The scope, quantity, quality, functionality and technical specifications of any goods, equipment, documentation, software, work or services to be provided by AGBS (collectively referred to as "Works") are exclusively defined in AGBS's quotation.
  - (ii) The Quotation from AGBS together with this Terms & Conditions and those other documents expressly identified in AGBS's Terms & Condition shall together constitute the entire agreement between the parties (the "Contract"). In case of any discrepancies between AGBS's Terms & Conditions and the Customer's terms, AGBS's Terms & Conditions shall prevail.
- 3. OFFER AND TERMS & CONDITIONS**

Any offer issued by AGBS to the Customer shall be non-binding and subject to change unless clearly stated otherwise in writing in the offer. AGBS reserves the right to accept or reject or suggest revisions and amends to any purchase order raised by the Customer. Any purchase order from the Customer which includes and accepts the Quotation of AGBS along with these Terms and Conditions on as is basis shall also require a formal written acceptance by AGBS. Issuance of purchase order by Customer and its acceptance by AGBS shall be done in writing either via facsimile, post, courier or email. It shall be the Customer's responsibility to specify the technical data, quantity requirements and other specifications exactly and in a detailed manner so that AGBS can offer and deliver the correct products and/or Works and prices to the Customer. Purchase orders accepted by AGBS shall be binding on both Parties and the Customer shall not cancel any such accepted purchase orders. AGBS may impose a penalty and/or seek reimbursement for its costs if accepted purchase orders are cancelled by the Customer. AGBS has the right to supply steel sourced locally or imported from any origin in compliance with specified manufacturing standard subject to availability at the time of supply without prior consent from the buyer.
- 4. PRICES AND TERMS OF PAYMENT**
  - (i) Unless agreed otherwise in writing, prices exclude packing, freight, insurance and any other additional charges (such as storage, inspections by third parties). The price payable by the Customer for the Works under this quotation shall be referred to this Terms & Conditions.
  - (ii) AGBS shall be entitled to amend the price as per AGBS quotation in case of any change in the pricing structure due to currency fluctuation and/or change in law and/or market fluctuation which widely affects the pricing, and AGBS has the right to increase the offered and agreed price and Order Confirmation if there has been change in raw material price of more than 5% and the supply duration is extended beyond the agreed period.
  - (iii) The quotation Price is exclusive of any indirect taxes (such as property, license, sales, use, value added or similar tax) and/or any duties, customs or public charges related to the Terms & Conditions. The Customer agrees to pay to or reimburse AGBS for any taxes, customs, duties or other public charges levied on AGBS under applicable law in relation to the Works. All payments shall be made to AGBS's bank account without a deduction (e.g. deduction of withholding tax) as detailed on the Quotation and as per the payment terms mentioned in the Quotation. If the Customer is required to make a deduction by law, the sum payable shall be increased so that AGBS receives a net amount equal to the amount it would have received without such a deduction. The Customer shall provide to AGBS tax receipts from the relevant tax authorities in connection with the payments in due course.
  - (iv) Unless otherwise agreed in writing, payment shall be made as per the payment terms mentioned in the Quotation from AGBS and in accordance to these Terms & Conditions.
  - (v) Each party agrees to pay all sums that it owes to the other party under these Terms & Conditions and clear without any set-off, counterclaim, deduction or with holding of any kind, save as agreed otherwise in writing or as may be required by law.
- 5. DELIVERY AND DELAY**
  - (i) Customer shall submit the Program of Works latest within 3 days upon confirming the order. AGBS shall in no event be obliged to commence any Works prior to the submission of the Program of Work or any delay submitting delivery schedule more than 3 days, AGBS shall proceed with supply as deemed convenient and complete all contracted scope within validity duration.
  - (ii) The delivery terms and Incoterms shall be as defined under the Quotation unless otherwise agreed in writing by the Parties on shipment to shipment basis.
  - (iii) Any agreed dates for performance of the Works or any part of it shall be extended by a reasonable period of time if and to the extent that AGBS is delayed or impeded in the performance of its obligations by any third party or by the failure of the Customer to perform its obligations. This includes without limitation the delivery of required documents (such as necessary permits and approvals), timely performance of any work to be undertaken by the Customer or any third party appointed by the Customer, and compliance with the terms of payment. Any costs incurred due to such an extension of time shall be borne by the Customer.
  - (iv) AGBS may, if it is reasonable to do so, deliver the Works in stages or instalments and shall be entitled to invoice for the Works on a corresponding basis.
- 6. TRANSFER OF RISK AND TITLE**
  - (i) Risk of damage to or loss of any part of the Works shall pass to the Customer upon delivery.
  - (ii) The Works shall be deemed delivered if and when the Customer fails to accept delivery without cause. In such case, the Works can be stored and insured at the risk and expense of the Customer and any payment shall become due. The same consequences shall apply to the scheduled date of delivery if the dispatch is postponed for reasons attributable to the Customer.
  - (iii) Storage and demurrage charges if any shall be borne by the Customer in case of any delay in acceptance of delivery and/or in case of any failure to provide AGBS with adequate documentary and/or other required support.
  - (iv) Title in any part of the Works shall remain with AGBS until AGBS has received full payment for that part of the Works.
- 7. OBLIGATIONS OF THE CUSTOMER**
  - (i) The Customer shall apply for and obtain all necessary licenses, permits and approvals required for commissioning, acceptance, and use of the Works.
  - (ii) The provision of the Works shall be subject to the Customer providing, at its own expense and in a timely manner, everything reasonably required to ensure that AGBS's personnel are able to commence work in time and to carry out the Works in an uninterrupted manner. For Works on Site, the Customer shall provide, without limitation:
    - o unrestricted access to the site and related infrastructure,
    - o assistance regarding obtaining required visas, work and residence permits and customs clearance for the Works, personnel, or equipment of AGBS or its subcontractors,
    - o all earth-moving and construction work and other ancillary services to the extent not expressly included within AGBS's scope of Works including the necessary works, materials, and tools,
    - o energy, water, internet access, heating, and lighting,
    - o suitable, dry and lockable rooms for the storage of materials, tools etc. and adequate working and recreation rooms for personnel of AGBS or its subcontractors, including telephone and communication lines and appropriate sanitary facilities,
    - o all necessary health and safety measures to protect the personnel and the property of AGBS and its subcontractors,
    - o all necessary information concerning the location of concealed electric power, gas and water lines or of similar installations as well as all required data concerning static and sub-surface conditions of the site, and
    - o all necessary materials and equipment to start Works on site and make sure that the Works on Site can be started as agreed and carried out without interruption.
- 8. LIMITATION OF LIABILITY**

AGBS shall not be liable to the Customer or any other party for any of the following types of loss or damage arising under or in relation to the order:  
(a) loss of profits or revenue; (ii) loss of business; (iii) loss of goodwill; (iv) legal fees; (v) interest or exemplary or punitive damages, or (vi) loss of anticipated savings; and regardless of whether any such loss or damage listed in this sub-section (a) is direct, indirect, special, incidental or consequential; (b) indirect, special, incidental or consequential loss or damages and whether or not Customer had been advised of the possibility of such loss or damage. In any case, the maximum aggregate liability of AGBS to the Customer or any other party, will not exceed the fees/amount paid to AGBS for all completed Works under the Terms & Conditions
- 9. DEFECT LIABILITY PERIOD/WARRANTY PERIOD (IF APPLICABLE)**

There shall be no defects liability period or warranty applicable to the Works provided or the products delivered, unless confirmed in writing by AGBS in its Quotation.
- 10. CONTRACTUAL PENALTIES**

AGBS does not accept any liquidated damages or other forms of penalties in its orders for whatever reason. Any conflicting clause or statement in this regard shall be void unless signed by an authorized signatory of AGBS.
- 11. CANCELLATION/SUSPENSION/TERMINATION**

In the event either Party is voluntarily declared bankrupt, commits an act of bankruptcy, becomes insolvent or has an administrator or receiver appointed, the other Party shall have the right to terminate this Terms & Conditions without the need of a court order with immediate effect by virtue of written notice to the other Party.  
In case either Party violates or breaches any terms or provisions of this Terms & Conditions, the non-breaching Party shall have the right to terminate this Terms & Conditions without the need of a court order by virtue of a written notice of fifteen (15) working days provided that the breaching Party fails to rectify or remedy the violation within that period.  
If any accepted purchase order is cancelled/terminated for whatever reason, AGBS will be entitled for payment of (i) all Works completed, (ii) Works in progress, (iii) material ordered and (iv) any other costs associated with the premature cancellation/termination of the Terms & Conditions.  
In case Customer fails to make any part of payment on time, AGBS will be entitled to suspend the delivery of order and claim its charges/lien/title over the goods.
- 12. FORCE MAJEURE**

Force Majeure means an act of god, and acts beyond human control including but not limited to fire, floods, storms, hurricanes, volcanic activities, epidemics, pandemics, or earthquakes, as well as acts, orders or request of a sovereign or a government and/or of anybody purporting to be or to act for such authority, wars, whether declared or not, war -like actions, revolutions, riots, civil insurrections, or civil commotions, as well as strikes, lock outs, and/or similar actions in labor disputes, and any other cause beyond the control of a Party unless its performance has been expressly guaranteed by expressly waiving the exemption of a force majeure event.  
Neither Party shall be liable for failure to perform its obligations under this Contract if prevented by a Force Majeure event. A Party affected by a Force Majeure event shall provide notice to the other Party following its occurrence or the date on which such Party becomes aware that a particular event may be a Force Majeure event, and each Party shall use reasonable endeavors to mitigate the effects of any Force Majeure event. Parties agree to mutually discuss the eventualities of such Force Majeure event. In the event of any price escalation of the goods including but not limited to freight charges, manpower and labour charges, AGBS shall be compensated at actuals by the Customer.
- 13. ENVIRONMENT, HEALTH AND SAFETY**

Customer shall comply with all statutory provisions on environment, health and safety and shall use its best-efforts a) to eliminate hazards for the health and safety of the personnel employed by AGBS and AGBS's direct or indirect sub-suppliers for the performance of the Works ("Personnel") and b) to ensure that no persons who are legally on the Work site, including Personnel and visitors, suffer any injury.  
Before the commencement of the Works, Customer shall provide AGBS with a written risk & impact assessment that a) analyzes all potential hazards for environment, health and safety in the site and b) determines measures to eliminate such hazards.  
AGBS reserves the right, at its sole discretion, to bar any Personnel from the site and/or to suspend the execution of the Works for security, environment, health and safety reasons, at any time without any liability whatsoever.
- 14. APPLICABLE LAW AND JURISDICTION**

The Terms & Conditions shall be governed by UAE laws and any dispute, difference, controversy or claim arising out or in connection with this purchase, including (but not limited to) any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the Dubai Courts. Notwithstanding the foregoing, AGBS reserves its right to raise any claim before any competent court at the Customer's location.