

TERMS AND CONDITIONS OF AGREEMENT

THIS AGREEMENT is made on the day of by and between;

- (1) [Name of the Purchaser], a company incorporated and existing under the laws of [] and having its registered office at [] (hereinafter referred to as "PURCHASER" or "the Client") of the one part; and
- (2) [Name of the Supplier], a company incorporated and existing under the laws of [] and having its registered office at [] (hereinafter referred to as "the Contractor") of the other part

WHEREAS:

- (1) The Purchaser <types of equipment> (the "Site");
- (2) The Supplier purer and supplier of <types of equipment>
- (3) The subject, commission and aforesaid as more



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...ent by a mode of ... the place designated by ... ate condition.

"De ... ent means the date for delivery ... rred to in Schedule 2 – Delivery

"Equipment" ... which is more ... described in the Specification.

“Defects Liability Period” shall mean one (1) year from the date of Acceptance Certificate.

“Retention Payment” 10% of Contract Price.

“Site”

“Specification” the Specification Document of the accompanied with this Agreement Schedule 4 - Specification.

II. Words and vice-versa where the context
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III. and schedules to this and Appendices (if
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3. Delivery

I. The Equipment shall be delivered on the date(s) as set out in Schedule 2 (“Delivery”).

II. The Supplier shall conduct acceptance tests including functional check of the Equipment on the date mutually agreed by the Purchaser and the Supplier. For the purpose of Clause 10, all acceptance tests are deemed to have been completed on the date of an Acceptance Certificate in respect of the relevant Equipment.

4. Contract Price

The unit Contract Price for each of the items comprising the Equipment as specified in Schedule 1 hereto. The total Contract Price for all the items comprising the Equipment therein is not subject to escalation in respect of costs of Equipment, materials and/or services (including,

without prejudice, labor) or variation in rates of currency exchange or for any other reason whatsoever.

5. Taxes, Fees and Duties

The Contract Price includes the Freight, Marine insurance premium, transportation and shipping costs. Any duties or taxes imposed on the Equipment by the importing country shall be at the consignee's expense, exclusive.

6. Terms of Payment

I. Subject to the terms and conditions under this Agreement, payment shall be made by the Purchaser to the Supplier in accordance with the terms of the contract.

II. Payment shall be made by the Purchaser upon receipt of the invoice accepted by the Supplier and invoice.



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(a) Payment shall be made by the Purchaser to the Supplier's own bank account.

(b) Payment shall be made by the Purchaser to the Supplier's own bank account or by others at the expense of the Supplier.

The Supplier shall (at the expense of the Supplier) provide assistance, facilities and support to the testing as is necessary for the Equipment by the Purchaser or as referred to in the Specification.

II. Provided the Purchaser is of the opinion that such Equipment is in an acceptable working condition as aforesaid and free from any defects after delivery, the Purchaser shall issue an Acceptance Certificate in relation to such Equipment whereupon the commissioning tests of such Equipment will be deemed to have been completed for the purposes of this Agreement.

III. The issue of Acceptance Certificate shall not relieve or modify the Supplier's obligations under Clause II above.

8. Risk and title

I. Until the issue of an Acceptance Certificate for any of the Equipment delivered in accordance with this Agreement, the risk shall be at the Supplier's risk.

II. Title to any of the Equipment shall pass to the Purchaser upon delivery of the Equipment and the issue of an Acceptance Certificate.

III. The Supplier shall be liable to the Purchaser against any expense, liability or loss arising from the Supplier's negligence or breach of contract, except any indirect loss or damage. The Supplier's acceptance shall not

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10. Warranty

I. In respect of the Equipment, the Supplier represents to the Purchaser that (1) the Equipment is free from any encumbrance and (2) they are free from any liability and power to enter into this Agreement.

II. The Supplier undertakes that the Equipment shall be in accordance with description and Specific Requirements not limited to design, quality, performance, measurement and any other requirements stipulated in this Agreement and shall be fit for the purpose intended and shall comply with all applicable legal requirements or other regulations, and shall be free from all defects in design, manufacture, materials, workmanship and operational logic.

III. Should any defects arise in any of the Equipment within twelve (12) months and in structure frame within sixty (60) months from the date of the last Acceptance Certificate, the Supplier shall, at its own expense, do all things necessary to forthwith rectify the situation (including without limitation, the repair or replacement of the defective Equipment and/or Spare Parts or such components thereof) and shall indemnify the

Purchaser for any loss or expense incurred by the Purchaser arising from any such defect. This is without prejudice to other rights of the Purchaser in respect of the aforesaid defect.

11. Defects Liability Period

- I. In order that the Equipment shall be in conformity with the condition required by the Contract, by the expiry date of the Defects Liability Period the Contractor shall
 - i. Commence repair or replacement of the Equipment within such reasonable time as instructed by the Purchaser;
 - ii. Complete the repair or replacement of the Equipment as may be notified by the Purchaser within the Defects Liability Period for the Equipment.
- II. The Contractor shall bear the responsibility and cost of the



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12.

- I. In the event of a breach of this Agreement the Supplier shall be liable for the cost of correction of the situation. If the Supplier fails to complete the correction within fifteen (15) days of its receipt of a written order, the Purchaser may terminate the Agreement.
- II. The Purchaser may, by written notice to the Supplier, terminate this Agreement in the event of a breach. In such event the Supplier shall be entitled to a reasonable termination fee, which shall be a percentage of the Contract Price reflecting the percentage of the work completed prior to termination, plus actual direct costs (to be evidenced by supporting documentation) resulting from such termination.

13. Right of Assignment and Subletting

- I. This Agreement shall be binding upon and ensure to the benefit of the Purchaser and the Supplier and its respective successors and permitted assignees. The Supplier shall not assign or sublet its rights or obligations under this Agreement without first obtaining the written approval of the Purchaser to any such assignment or subletting.

II. The Purchaser shall have the right to assign any or all of its rights and/or obligations under this Agreement without the consent of the Supplier.

14. Confidentiality

Copyright in the Specification and all other documents issued to the Supplier are reserved. The Specification, the terms of this Agreement and any or all other information (whether in oral or written form) given to the Supplier shall be treated as strictly confidential by the Supplier and shall not be used by the Supplier except strictly as required in the course of performance of its obligations. Furthermore, the Supplier shall not suffer or permit its servants or agents to disclose such information to any third party.

Where disclosure of such information is necessary in the course of performance of its obligations to a third party, the Supplier shall ensure that such third party to the maximum extent possible is bound by the same confidentiality as are imposed on the Supplier.

Supplier shall not be liable for the opinion of any third party or for any advertisement or publicity given by any third party for such



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...soever,
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17. Severability

If any part of the Agreement shall be held to be invalid, the parties shall endeavour to agree to make the necessary amendments to the Agreement to preserve the legal and intentions expressed herein. In the event that the Agreement is held to be invalid, the provisions otherwise of such provisions shall not affect the other provisions of the Agreement which shall remain in full force and effect.

18. Force Majeure

Notwithstanding any other provision to the contrary, neither party hereto shall be liable to the other party for loss, injury, or damages or other casualties suffered or incurred by such other party due to outbreak of a state of emergency, act of God, war, warlike hostilities, civil commotion, riots, terrorism epidemics or registered typhoon, in each case beyond the reasonable control of the party whose performance is affected by such event.

The party whose performance is affected by an event of force majeure referred to above shall take all reasonable steps to minimize the damage caused by such event. Forthwith after any event of force majeure, the party whose performance is affected by such event shall give notice to the other party of such event and at the other party's request shall provide it with detailed particulars of such event and details of the action which it has taken to minimize the affect of such event.

19. Notices

Any notice to be given hereunder shall be delivered personally or sent by prepaid registered mail. The address for service of each party may from time to time be notified as follows:

a)

the same is



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hereof, hereof, hereunder

IN WITNESS _____ written.

Signed by

for and on behalf of
<Name of the Purchaser>
in the presence of :

Witness

Signed by

for and on behalf of
("the Supplier")
in the presence of :

)
)
)
) _____
)

Witness

SCHEDULE OF PRICES

Item	Description	Unit Price AED	Total Amount



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SCHEDULE 1 - DELIVERY SCHEDULE

Item	Description of Equipment	Quantity	Delivery Date (ETA)	Acceptance Date

Liquate as stipulated above



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SCHEDULE 3

PAYMENT TERMS

One Hundred per cent (100%) of the Contract Price for the equipment is payable within forty-five (45) days after issuance of the Acceptance Certificate.



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SCHEDULE 4 CLASSIFICATION



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