

## GENERAL TERMS AND CONDITIONS

### PART 2

#### SECTION A – GENERAL PROVISIONS

##### 1. Definitions

- |      |                           |   |
|------|---------------------------|---|
| 1.1  | Supplier:                 | As described in Box A1 of Part 1;   |
| 1.2  | Customer:                 | The person/entity which orders Services from Supplier as described in Section A of Part 1;  |
| 1.3  | Services:                 | All services rendered or to be rendered to the Customer as described in Annex A herein;   |
| 1.4  | Order:                    | The purchase order issued by the Customer to the Supplier for the Services as applicable;   |
| 1.5  | Specifications:           | Detailed description of the Services as included in Annex A herein;   |
| 1.6  | Agreement:                | The entire agreement between the Customer and the Supplier for the Services, which is comprised of this Agreement and its schedules, and the Order(s), (as applicable);   |
| 1.7  | Terms and Conditions:     | These general terms and conditions as described in Part II of the Agreement.  |
| 1.8  | Carriage:                 | Means the whole or any part of the operations and services of whatsoever nature undertaken by the Supplier in relation to the Goods, including but not limited to loading, unloading, storage and handling of Goods.  |
| 1.9  | Confidential Information: | All personal data and any information, however it is conveyed, that relates to the business affairs, developments, trade secrets, know-how, personnel, clients/customers and suppliers of Customer, including without limitation, all intellectual property rights, service level agreements, rates, standard operating procedures, key performance indicators, or any material developed by the Supplier in connection with the Services.  |
| 1.10 | Force Majeure:            | An event or circumstance which is beyond the control and without the fault or negligence of the party affected in which by the exercise of reasonable due diligence the party affected was unable to prevent such event, including without limitation: riot, war, conflict, invasion, boycott and blockades; acts of God and natural disasters; fire (unless caused by a Party); perils, dangers and accidents during transportation and/or at sea; quarantine restrictions, strikes and lockouts; and any request, order or act of government. |
| 1.11 | Review Order:             | Any order issued by the Customer to amend any of the information contained in Part 1 of this Agreement.   |
| 1.12 | Goods:                    | Customer's goods, products or merchandise subject to the Services, including without limitation any packaging, containers or equipment.   |
| 1.13 | Owner:                    | Includes the owner, shipper and consignee of the Goods and any other person who has or may have a legal or equitable relationship to the Goods at a relevant point of time and anyone acting on their behalf.   |
| 1.14 | Dangerous Goods:          | Includes goods that are or may become of a dangerous, inflammable, radioactive or damaging nature, goods liable to taint or affect other goods as well as mobile paint and timber packages  |
| 1.15 | Instructions:             | Means a statement, whether written, oral or electronic, of the Customer's specific requirements.  |

- 1.16 Container: Includes, unless otherwise indicated, any vehicle, container, flat, pallet, trailer, transportable tank and similar items used for the consolidation of Goods as well as mobile plant and timber packages.
- 1.17 Authority: Any governmental agency, department or ministry in the State of Qatar and/or place of delivery of the Services.
- 1.18 Shipping Documents: Includes commercial invoice, packing list, certificate of origin, bill of lading or airway bill, container release note, shipping line delivery order, stuffing report/tally sheet, freight-forwarders certificate of receipt, customs bayan, customs receipt and any other certificate that may be required in connection with a shipment of Goods in accordance with this Agreement, applicable shipping rules, laws and regulations where the Services are delivered, including without limitation, Custom Authority's rules, procedures and regulations.

## **2. Applicability of these Terms and Conditions**

- 2.1 These Terms and Conditions are applicable to all Orders between the Customer and Supplier for the Services subject to this Agreement
- 2.2 Any deviation from or supplements to these Terms and Conditions shall only apply if the Supplier has consented to the same in writing.
- 2.3 In the event of any conflict between the Order and these Terms and Conditions, these Terms and Conditions shall prevail.

## **3. Formation of the Agreement**

- 3.1 Issuance of a letter of award and/or Order for the Services by the Customer is deemed to be an acceptance of this Agreement, including any accessorial charges that may be attached hereto.
- 3.2 In the absence of an Order or written acceptance of this Agreement, Customers shall be deemed to have accepted this Agreement if, within 30 days from receipt of a proposal submitted by Supplier:
  - (a) Hands over freight-related documents to Supplier or the required information and Instructions;
  - (b) Deliver the Goods to Supplier;
  - (c) Enables the Supplier in any way to begin rendering the Serviced; or
  - (d) Provides an advanced payment.

## **4. Reliance on Information Furnished by Customer**

- 4.1 Prior to collecting the Goods, the Customer shall provide to the Supplier either original or electronic copies of all Shipping Documents, along with all information, certificates and other documentation required, such as customs classification, for the correct processing of customs and other statutory requirements for handling the Goods.
- 4.2 Customer shall review all documents and declarations prepared and/or filed with the relevant customs authorities and other related governmental agencies, and shall immediately advise the Supplier of any errors, discrepancy, incorrect statements or omissions on any declaration filed on the Customer's behalf.
- 4.3 The Supplier shall be able to rely on the authenticity of all documents and the correctness of all documentation, whether in written or electronic format, and all information furnished by the Customer for preparing and submitting customs entries, export declarations, applications, documentation and/or import/export data. The Customer shall use reasonable care to ensure the correctness of such information and shall indemnify the Supplier harmless from any and all claims asserted and/or liability or losses suffered by reason of



Customer's failure to disclose information and/or any incorrect or false statement by the Customer upon which the Supplier reasonably relied.

- 4.4 The Customer warrants that the description and particulars of the Goods and Containers (including but not limited to weight, content, measure, quantity, condition, marks, numbers and value) are complete and accurate and that the Goods and Containers are labelled in compliance with all laws, regulations and requirements as applicable.
- 4.5 The Customer shall immediately notify the Supplier of any changes in the information that are in any way relevant to the correct rendition of the Services.
- 4.6 The Customer warrants that it is legally entitled and/or authorized to place an order for Services in connection with the Goods.

#### **5. Dangerous Goods and Prohibited Freight**

- 5.1 Unless otherwise previously agreed in writing, the Customer undertakes that no Dangerous Goods shall be delivered to the Supplier and that such Dangerous Goods shall be not be subject to the Services.
- 5.2 If Dangerous Goods, in the opinion of the Supplier or any Authority, constitutes a risk to other goods, property, life or health, the Supplier shall be entitled to (at its sole discretion):
- (a) Return the Goods to the Customer if feasible, at Customer's risk and expense;
  - (b) Sell it at a public auction or at exchange or market price or any other appropriate way and use the revenue to settle the costs of the sale followed by its receivables due from the Customer and release the remaining amount to the Customer; or
  - (c) have such Goods destroyed or otherwise dealt with (without prior notice) at the sole discretion of

Supplier and at the risk and expense of Customer.

- 5.3 Customer undertakes not to deliver to Supplier any Goods that require temperature control without previously given written notice of their nature and particular temperature range to be maintained.
- 5.4 Illegal or counterfeit Goods shall not be subject to the Services.
- 5.5 If the Customer is in breach of any of its obligations under this clause, Supplier may refuse receipt of the Goods and destroy or otherwise handle them at its sole discretion and at the risk and expense of the Customer.

#### **6. Handing Over, Labelling, Packing and Loading/Unloading of the Goods**

- 6.1 The Customer shall hand over the Goods to the Supplier at the agreed place, at the agreed time and in the agreed extent and manner and as provided for in Part 1.
- 6.2 Supplier shall be entitled to refuse to accept the Goods until it has received and verified the Shipping Documents.
- 6.3 If the Order stipulates that an inspection of the Goods by the Customer or any third party is required prior to handing over the Goods to Supplier, Supplier shall be entitled to refuse to accept the Goods until Supplier receives a written release note from Customer or such nominated third party in connection with such inspection.
- 6.4 If the Order specifies that the Goods must be accompanied by appropriate certificates or additional documentation (including without limitation, certificate of compliance/conformity, material certificates, test certificates), Supplier shall be entitled to refuse to accept the Goods and/or dispatch shipment until receipt of written confirmation by Customer of receipt of all required certificates or additional documentation.

- 6.5 If Supplier estimates that there might be a delay arising out of inspection of the Goods under Clause 6.3, or insufficiency or inadequacy of Shipping Documents or certificates under Clauses 6.2 and 6.4, Supplier shall inform the Customer as soon as practicable of the potential impact of such delay (in time and money). Shipper shall not be liable for any consequences arising out of such delay.
- 6.6 Unless agreed otherwise, the Supplier shall not be obliged to arrange for the Goods to be loaded upon acceptance nor unloaded upon delivery. If the Supplier or a person operating under the instructions of the Supplier participates in the loading, unloading of the Goods, it shall be deemed that it is operating on the Customer's risk and account.
- 6.7 Customer shall ensure that the Goods are marked in such a way that enables them to be easily distinguished from other goods and which shows product codes, description, qualities and types of goods.
- 6.8 The Customer shall pack and/or safeguard the Goods in such a way as to ensure that they will reach their destination in good condition when shipped by appropriate means of transport, and that they may safely be unloaded once they reach their destination. The Customer shall duly observe and use all due care in meeting any special packaging and/or safety requirements. The packaging must always comply with the relevant statutory requirements.
- 6.9 If the Goods are palletized, they should be presented on standard (1000mm x 1200mm) 4-way pallets. Such pallets should be in good condition and capable of being stored in racking with a maximum weight of 1,000 kgs per pallet. Damaged or unsuitable pallets will be replaced by Supplier at Customer's cost and in accordance with Supplier's prevailing rates.
- 6.10 Customer shall ensure that the Goods are accompanied by written information specifying any special precautions needed by nature or condition of the Goods and/or any statutory duties specific to the Goods with which Supplier is required to comply.
- 6.11 The Supplier shall be entitled to open up packaging to inspect Goods.
- 6.12 Customer shall ensure that Goods shall be loaded safely onto trailers and/or vehicles if the Goods are to be loaded by the Customer, its contractors and/or the end-user.
- 6.13 Supplier shall be entitled to refuse to accept Goods that do not comply with the provisions of this clause, or in Supplier's absolute discretion, accept such Goods for an additional charge.
- 7. Carriage of Goods**
- 7.1 Unless the Order states otherwise, the Supplier reserves to itself a reasonable liberty as to means, route and procedure to be followed in the handling, storage and transportation of Goods. In case that no particular route is agreed between Supplier and Customer, the Customer agrees that the agreed route is that which the Supplier reserves to itself a reasonable liberty to follow.
- 7.2 In the case of bulk Goods, unless the parties have agreed otherwise, the Supplier shall be entitled to deal with and/or mix apparently similar goods consigned by or for the Customer without distinguishing between consignments.
- 8. Delivery of Goods**
- 8.1 if delivery of Goods or any part thereof is not taken by the Customer or Owner at the time and place when and where the Supplier is entitled to call upon such person to take delivery thereof, the Supplier shall be entitled to store the Goods or any part thereof at the sole risk of Customer.

- 8.2 Unless otherwise previously agreed in writing, Instructions relating to the delivery or release of Goods against payment or against surrender of a particular document shall be writing.
- 8.3 Signature on a delivery note is evidence that the Goods have been received in good condition, except as noted otherwise.

## 9. Containers

- 9.1 If a Container has been packed or stuffed by or on behalf of the Customer, the Supplier shall not be liable for loss or damage to the Goods if:
- (a) Caused by the manner in which the Container has been packed or stuffed;
  - (b) Caused by unsuitability of the contents for carriage in the Container;
  - (c) Caused by the unsuitability or defective condition of the Container.
- 9.2 Where the Supplier is instructed to provide a Container, in the absence of written request to the contrary accepted by Supplier, the Supplier is not obliged to provide a Container of any particular type or quality.

## 10. Air Carriage

- 10.1 If the Services include carriage of Goods by air with an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention ("the Convention(s)") may be applicable. Where either such Convention is applicable, the liability of the Supplier in respect of loss of, damage or delay will be governed by the provisions therein.
- 10.2 For air carriage to which the Conventions do not apply, the Supplier's liability limitation for Goods lost, damaged or delayed shall be 22 SDR per kilogram, with "SDR" referring to "Special Drawing Rights" as defined by the International Monetary Fund.

## 11. Contract Price

- 11.1 In consideration for the provision of Services by the Supplier, the Customer shall pay the Contract Price as stated in Part 1 of this Agreement.
- 11.2 The Contract Price shall be calculated in accordance with the rates described in Annex B, multiplied by the quantity of cargo and number of days of operations handled by the Supplier, unless otherwise agreed by the Parties.
- 11.3 The Contract Price shall be exclusive of any taxes, customs and duties (including without limitation VAT, custom duties and governmental charges), applicable in the place of delivery of the Services or otherwise, which shall be for the account of the Customer.
- 11.4 The Contract price shall be exclusive of any expenses, including without limitation, insurance premiums, costs of inspections and fees levied by third parties engaged by the Supplier on behalf of the Customer in connection with the Services.
- 11.5 Demurrage and detention free time and related charges are for the account of the Customer and subject to local carrier and terminals' terms and conditions. Customer shall be liable to pay for any and all accessorial charges and liability incurred in respect of the movement and storage of the cargo subject to the Services.
- 11.6 Supplier's rates are subject to surcharges (including without limitation, fuel, war risk and security surcharges as may be applicable), general rate increases, peak season adjustment factors, adjustments in market prices available to Supplier and any increase resulting from variations to the scope of services, cargo screening, change in availability of resources, increases arising out of force majeure events and any other adjustment to the rates outside of Supplier's control.

11.7 Supplier's rates are subject to adjustment at any time by Supplier who shall notify Customer accordingly in writing at least 14 days before the new rate comes into force.

11.8 The Supplier shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to freight-forwarders.

11.9 All shipments are subject to re-weight and re-measurement by Supplier or its subcontractors which may affect the Contract Price.

## 12. Payment

12.1 Without prejudice to any other terms agreed by the Parties in Box 4 of Part 1, Supplier shall issue an invoice for the Services either weekly or monthly in arrears or no later than 3 business days after the completion of the Services. Customer shall pay any undisputed invoice within 30 days of receipt.

12.2 In the event of dispute on an invoice amount or a part thereof, the Supplier shall revise and re-issue an invoice for the undisputed amount. The parties shall strive to resolve any differences with regards to the disputed amount amicably; following such agreement, the Supplier shall issue an invoice for the remaining amount as agreed upon between the parties. Otherwise, the Supplier reserves the right to submit the dispute to arbitration in accordance with clause below.

12.3 Supplier reserves right to charge an Administration Fees at the rate of Two Percent (2%) per month if any payment was not received by Supplier from Customer on a due date for whatever reason.

## 13. Advanced Payment

13.1 The Supplier shall be entitled to request advanced payment or the payment of anticipated expenses at any time, or the

provision of an unconditional bank guarantee issued by a bank with branches in Qatar or any other location agreed by the parties, payable upon first call and without objections issued for 10% of the Contract Price or the amount of the anticipated expenses, whichever is greater.

13.2 Customer shall pay custom duties and other statutory charges in advance to the Supplier. Supplier shall only provide custom clearance services upon receipt of all custom charges, including without limitation, duty and legalization charges.

## 14. Changes or Cancellation to the Order

14.1 If the Customer wishes to change its Order (including without limitation, any variation on the size, weight, measurement, pick up or delivery location), the Supplier shall only be obliged to follow these changes if this is still possible. The Customer acknowledges that any such changes may result in an adjustment of the Contract Price. The Customer shall be liable for all consequences arising from the changes in the Order and shall reimburse the Supplier for any costs and expenses suffered as a result thereof.

14.2 If the Customer wishes to cancel an Order, it shall indemnify the Supplier for the services rendered, as well as the incurred expenses arising thereof.

## 15. General Lien

15.1 Supplier shall have a general lien on all Goods, Containers and/or documents relating thereto in its possession for payment of all monies due by Customer to Supplier in connection with the Services or otherwise outstanding of any other agreement entered into between Supplier and Customer, or any of its affiliates.

15.2 Supplier's exercise of its right to set up a lien herein shall not suspend the accrual of any

charges due by the Customer to the Supplier in connection with the Goods subject to a lien.

15.3 Supplier shall be entitled to move any Goods which it holds under lien to an alternative storage location provided that Supplier shall use reasonable endeavours for safe keeping the Goods.

15.4 Where Supplier elects to exercise its right of lien in accordance with this clause, it shall be entitled to dispose of the Goods at its discretion in order to cover for all outstanding amounts owed by the Customer, provided that Supplier serves Customer with a 7 days' written notice to that effect in respect to non-perishable Goods, and 24 hours written notice in the case of perishable Goods.

15.5 Supplier shall be entitled to use any monies obtained through the disposal of the Goods towards of all outstanding amounts owed by Customer plus any expenses incurred by Supplier as a result of such disposal or sale of the Goods under this clause.

## 16. Transfer of Rights over Goods

16.1 The Customer shall inform the Supplier of its eventual transfer of rights over the Goods to a third party as soon as practicable. Unless otherwise agreed in writing, the Supplier shall be responsible to such third party within the limits of its obligations towards the Customer.

16.2 Notwithstanding the above, the Customer may not transfer its rights under this Agreement if a fixed price/flat rate was agreed upon without the prior written consent of the Supplier.

## 17. Risk

17.1 Risk for the Goods is with the Supplier from the moment such Goods have been taken in charge by the Supplier until the moment they are tendered for collection. At all other times, risk for the Goods is with the

Customer. For the purposes of this clause, Goods are deemed taken in charge by the Supplier from the moment they have been completely handed over to and accepted for carriage by the Supplier at the agreed place of loading..

## 18. Delays

18.1 The Supplier will not have any liability for any loss arising out of or in connection with delay unless the Customer has: (i) made a declaration of interest in timely delivery which has been expressly accepted in writing by the Supplier; and (ii) paid any additional charge as may be applied by the Supplier in this regard. Arrival times are otherwise not guaranteed by the Supplier.

18.2 Without prejudice to clause 18.1 above, where the Supplier is liable for delay, such liability shall be limited to the freight received in relation to the Goods that have been delayed..

## 19. Liability and Indemnity

19.1 The Supplier shall not be liable in any way whatsoever for, and the Customer shall indemnify and hold the Supplier harmless from any loss, damage, liability, cost and expense whatsoever (including without limitation, fines, penalties and legal expenses) arising from:

- (a) Any breach of warranty or obligation by the Customer or arising out of negligence of the Customer or Owner;
- (b) Any act or omission of the Customer or the Owner or any person acting on their behalf;
- (c) The Supplier complying with the Instructions provided by the Customer or Owner;
- (d) The Supplier complying with the requirements of an Authority with regards to the Goods;

- (e) the handling, loading, stowage or unloading of the Goods by the Customer or Owner or any person acting on their behalf;
  - (f) insufficient or inadequate packing;
  - (g) insufficient or inadequacy of marks;
  - (h) defects or the nature of the Goods unless caused by Supplier's gross negligence, including without limitation, latent defects not discoverable by due diligence;
  - (i) wastage in bulk or weight arising from inherent defect, quality or vice of the Goods;
  - (j) the defective condition or overweight Containers or vehicles;
  - (k) all claims which third parties may assert against Supplier related to and/or resulting from the performance of this Agreement, including without limitation, any claims made in connection with intellectual property infringement, damage to third party's property and environmental pollution;
  - (l) any claim against Supplier on behalf of customs and tax authorities in the place of delivery of the Services in respect of taxes and custom duties, fines or penalties and/or any other costs and expenses (including reasonable legal expenses), liabilities or obligations arising from the Goods and/or the Services.
- 19.2 The Supplier shall in no event be or become liable for any loss of or damage to the Goods in an amount exceeding the equivalent of 1,000 Qatari Riyals per package or unit, or 2 SDR per kilogram of gross weight of the Goods lost or damaged, whichever is the higher. Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other units enumerated in the Supplier's house bills as packed in such article of transport are deemed packages or units. Except as

aforsaid, such article of transport shall be considered the package or unit.-

- 19.3 The provisions of this Clause 19 are without prejudice to: (i) the provisions of clause 10 that apply to air carriage; and (ii) any limitation or exclusion of liability that may apply to the benefit of the Supplier under any applicable law or international convention.
- 19.4 If the Supplier is liable for damages that are not classified as damages or loss of Goods, or delay of delivery, its liability shall be limited to the payment received for the Services rendered.
- 19.5 The Supplier's cumulative liability for damage or loss of Goods and for delay in delivery and other damages shall not exceed the value of the damaged or lost Goods.
- 19.6 Supplier shall not be responsible in any event for loss or damage to or in connection with the transportation of Goods if the nature or value thereof has been knowingly and fraudulently misstated by the Customer in the transport documents.
- 19.7 If the Supplier is obliged to pay compensation for damaged or lost Goods in the amount equaling the Goods' value, it shall be entitled to request that the Customer hand over or release such Goods to the Supplier prior to paying compensation.
- 19.8 Supplier shall not be liable for any indirect, special or consequential damage, including without limitation, any loss of business, loss of profit and/or loss of reputation howsoever arising.
- 19.9 Supplier shall be discharged of all liability in respect of loss or damage arising from the Services unless legal action is brought within one year after delivery of the Goods or the date when such Goods should have been delivered.

## 20. Claims



20.1 Supplier shall not be liable for any claim in connection with the Goods or the Services unless such claim is notified in writing by the Customer no later than 10 working days of the date Customer became aware of the claim or from the date that the Goods left Supplier's warehouse (as applicable), whichever is earlier.

20.2 Where Customer notifies Supplier of any potential claim, Customer shall assist and provide access to Supplier to inspect the Goods within 24 hours of receiving a notice by Supplier to that effect.

20.3 In the event that Supplier approves a damage claim for payment, Supplier shall be entitled to title to the portion of the Goods for which such claim was made and payment approved, with the exception of food products that may cause harm if sold in a damaged state. Customer's failure to provide or release damaged Goods to Supplier shall be a bar to recovery of the claim.

## **21. General Average**

21.1 The Customer shall defend, indemnify and hold the Supplier harmless in respect of any claims for General Average contribution that may be made on the Supplier, irrespective of whether the carriage charges are pre-paid or not. The Customer shall provide such security as may be required by the Supplier for General Average contributions promptly and in a form acceptable to the Supplier.

## **22. Insurance**

22.1 The Parties shall obtain adequate insurances to cover its obligations and liabilities pursuant to this Agreement and applicable laws this Agreement and applicable laws.

22.2 No insurance will be effected by the Supplier, except upon express instructions given in writing by the Customer. All insurances effected are subject to the usual exceptions and conditions of the policies of

the insurers or underwriters taking the risk. Unless otherwise agreed in writing the Supplier shall not be under any obligation to effect a separate insurance on each consignment, but may declare it on any open or general insurance policy held by the Supplier..

22.3 Notwithstanding the above, any insurance obtained by the Supplier for the Goods on behalf of the Customer is subject to the usual exceptions and conditions of the policies of insurance of the Supplier or underwriters taking the risk.

22.4 Unless otherwise agreed in writing, the Supplier shall not be under any obligation to effect a separate insurance on each consignment but may declare it all on any open or general policy.

## **23. Force Majeure**

23.1 Any of the parties shall be excused from the performance of its obligations hereunder in the event of Force Majeure.

23.2 If a Force Majeure event continues for over 90 days, any of the Parties may terminate this Agreement with immediate effect by serving the other party a written notice of seven (7) days.

## **24. Confidentiality**

24.1 The parties acknowledge that in the context of the execution of this Agreement each party may come into possession of Confidential Information of the other party. Such Confidential Information shall remain the exclusive property of the disclosing party and shall not be disclosed to any third party or be used in any other way for any purpose other than execution of this Agreement without prior written consent.

24.2 Notwithstanding the above, the Supplier may use information provided by the Customer for any purpose in connection with the Services. The Company may share such information with any third party

providing services to Supplier relevant to the provision of Services to the Customer, and with any governmental authority as required.

## 25. Intellectual Property Rights

25.1 The Customer grants the Supplier a non-exclusive, irrevocable, and transferrable license in regards to the Products subject to the Services to be rendered under this Agreement. Pursuant to this license, the Supplier shall have the right to use and apply in the course of the Supplier's own business, the intellectual property rights ("IPR") incorporated in the Products. The Customer shall indemnify and hold the Supplier, its parent companies, subsidiaries, affiliates and its clients/customers harmless from any and all third party claims on infringement of IPR arising out of the Products subject to the Services, including without limitation, any governmental penalties and/or legal costs arising out of storage of counterfeit products.

25.2 The Customer shall not be entitled to use any industrial property and/or IPR of the Supplier without the Supplier's prior written consent, including without limitation, use of the Supplier's logo.

## 26. Termination

26.1 Any party shall be entitled without any further notice of default and/or judicial intervention being required, to terminate this Agreement, without prejudice to such party's right to claim for compensation for all loss or harm, expenses and liabilities (including legal costs and expenses) it incurs if:

- (a) the other party breaches any of the provisions of this Agreement;
- (b) The other party is declared bankrupt, put into receivership or placed under administration;

(c) The other party participates in a debt-restructuring scheme, whether or not voluntary;

(d) The other party ceases to operate all or substantial part of its business, transfer it to a third party or goes into liquidation;

(e) An attachment is levied in such a manner that there are reasonable grounds for doubting whether the other party will be able to continue all or part of its business activities,

26.2 Notwithstanding the above, any party shall be entitled to terminate this Agreement at its sole discretion by serving the other party a 90 days' written notice.

26.3 Any claims which the Supplier may have or may acquire against the Customer in the above cases shall immediately be due and payable in full.

26.4 Upon termination, the Supplier shall invoice the Customer for all Services delivered to the Customer on or before termination date.

26.5 On termination, and subject to Supplier's continuing right of lien in respect of unpaid monies, the Customer shall, at its own cost and expense, remove the Goods from Supplier's premises. If the Customer fails to remove such Goods within 7 days of the termination date, then Supplier shall have the right to dispose or sell the Goods at Customer's cost and expense and retain any proceeds arising thereof.

## 27. Governing Law and Dispute Resolution

27.1 This Agreement and its interpretation shall be governed by the laws of Qatar.

27.2 Any dispute arising out of interpretation and/or implementation of this Agreement shall be settled amicably. In the event that the parties fail to settle a dispute amicably within 30 days after a party has notified the other party of such dispute, the parties agree that such dispute shall be settled by arbitration to be decided by sole arbitrator



appointed in accordance with the rules and procedures of the Qatar International Arbitration Center. The proceedings shall take place in English, in Doha, Qatar. The award shall be final and binding among the parties.

27.3 Notwithstanding clause 27.2 above, the Supplier, at its sole discretion, hereby expressly reserves the right, at any time, to take any legal action or bring any claim it may have arising out of or in connection with this Agreement before any court of competent jurisdiction anywhere in the world.

#### **28. Relationship of Parties**

28.1 Nothing in this Agreement shall be construed to place Customer and Supplier in an agency, employment, franchise, joint venture or partnership relationship. Neither party has the authority to bind the other party in any manner, nor shall they make representations to the contrary.

#### **29. Notices and Communications**

29.1 Any notice or other communication which is to be given to either party to the other pursuant to this Agreement shall be given by letter, or by facsimile transmission or email confirmed by letter. Such letters shall be delivered by hand or sent prepaid by first class post to the address of the other party. If the other party does not acknowledge receipt of any such letter, facsimile transmission or email and the relevant letter is not returned as undelivered, the notice or communication shall be deemed to have been given 2 working days after the day on which the letter was posted.

29.2 All communications shall be in English.

#### **30. Severability**

30.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of this Agreement shall continue in full force.

#### **31. Waiver**

31.1 The failure of either party to exercise any right or remedy shall not constitute a waiver of that right or remedy. No waiver shall be effective unless it is communicated to the other party in writing. A waiver of any right or remedy arising out of a breach of the Agreement, shall not constitute a waiver of any right or remedy arising out of any other breach to this Agreement.

#### **32. Variation**

32.1 Any variation to this Agreement shall be in writing and signed by both parties in accordance with the Review Order.

#### **33. Subcontracting and Assignment**

33.1 The Supplier shall be entitled to contract out work, use any sub-contractors or source any products or services from third parties. The Supplier shall be fully responsible for the performance of third parties engaged in performing any obligations arising out of this Agreement as if it were the Supplier's own performance.