

General Terms and Conditions of Business

1. General Statement

All and any business undertaken, including any opinion given or recommendations made or services provided by the Haleys Engineering Services W.L.L. (hereinafter referred to as "Haleys") is transacted subject to the Standard Terms & Conditions (hereinafter referred to as "Standard Conditions") hereinafter set out. Should any customer wish to contract with the Haleys, otherwise than on terms contained in these Standard Conditions, special arrangements can be made and revised terms quoted, provided that such arrangements shall only apply if reduced to writing and signed by any person duly authorized by Haleys.

2. Definitions

The following terms and expressions shall unless the context otherwise requires have the following meanings:

"BOQ" is the Bill of Quantities which is the list of work items, quantities and written description ordered and accepted by the Client.

"Client" means any person, firm or company to whom Haleys has addressed a Quotation or for whom Haleys has carried out any of the Services (as defined below).

"Haleys" means Haleys Engineering Services W.L.L, PO Box 40230, Doha, Qatar.

"Contract" means any contract between Haleys and the Client for the supply of Services, the terms of which unless otherwise expressly stated therein shall be governed by these Standard Conditions.

"Price" means the price stated in the Quotation or otherwise agreed in writing with the Client together with all other sums due pursuant to these Standard Conditions.

"Project" means the larger project of which the Services form a part.

"Quotation" means the both technical and commercial offer issued by Haleys to the Client the terms of which unless otherwise expressly stated therein, shall be governed by these Standard Conditions and which is valid for 30 days from its date. by Haleys in respect of the Services.

"Services" means the services accepted by the Client in writing and as contained in the Quotation. Quotation and accepted by the Client in writing.

"Variation" means any additional Services requested by the Client over and above the items contained in the BOQ.

3. Price

3.1 The Price is quoted based on the information available to Haleys on the date of the Quotation is exclusive of value added, goods and services, sales, or similar taxes. If during the period of the contract, the Client requests for any Variation, the Price of the Variation shall be decided by mutual agreement between the parties in writing to take account of such Variation. Where unit rate quotations are provided and estimated quantities given, these are deemed remeasurable based on actual work completed.

3.2 The Client shall be liable for payment of Income tax and other taxes, duties, dues, fees and charges and the like assessed or levied by the Government of the State of Qatar or any Authority of the State that may become payable as a result of the Project being awarded to the Client and/or which may arise out of or in connection with the Client's performance of the Project. The Client shall also be responsible for payment of all value added, goods and services, sales, or similar taxes, if any, levied on or deducted from any amounts payable to Haleys or its Affiliates pursuant to the Contract. The amount of such value added, goods and services, sales, or similar taxes shall be payable by the Client to

Haleys or such Affiliate together with the payment to which it relates or as otherwise required by applicable law so that the net amount actually received by Haleys or such Affiliate in respect of such payment (after payment of such taxes) equals the full amount stated to be payable in respect of such payment. To the extent applicable law requires any such taxes to be paid by the Client directly to a governmental authority or to the extent a reverse charge mechanism is available and applicable to the Client, the Client shall account for and pay such taxes promptly and receipts or other written proof of such payment shall be provided to Haleys or such Affiliate promptly.

3.3 The Client may choose to rely on Haleys insurance policy provided the Client bears any extra costs associated with the same.

3.4 The consideration for the product / services provided in this Quote / Agreement is exclusive of value added, goods and services, sales, or similar taxes. Client (Recipient of Products / Services of Haleys) shall be responsible for payment of all value added, goods and services, sales, or similar taxes, if any, levied on or deducted from any amounts payable to Haleys pursuant to this Quote / Agreement. The amount of such value added, goods and services, sales, or similar taxes shall be payable by the counterparty to Haleys together with the payment to which it relates or as otherwise required by applicable law so that the net amount actually received by Haleys in respect of such payment (after payment of such taxes) equals the full amount stated to be payable in respect of such payment. To the extent applicable law requires any such taxes to be paid by Client directly to a governmental authority or to the extent a reverse charge mechanism is available and applicable to Client, the Client shall account for and pay such taxes promptly and receipts or other written proof of such payment shall be provided to Haleys promptly.

4. Payment

4.1 The Price shall be paid to Haleys in full without any deduction, set-off or counterclaim within thirty days of the date of the Haleys invoice, unless other payment terms have been specifically agreed in writing, & in default of payment within that period Haleys may suspend any further Services being carried out for the Client and the amount outstanding from time to time shall bear interest at the rate of 2% per month of delay until payment in full is made.

4.2 All payments due to Haleys shall be payable within the specified time irrespective of whether or not the Client has recovered payment from a third party.

5. Disclaimer / Limitation to Liability

5.1 Haleys's total liability (if any) to the Client in respect of any loss direct or indirect or consequential or damage (howsoever caused) directly or indirectly arising from any breach of contract or from any negligent act or omission of Haleys or its servants agents or sub-contractors or from any breach by Haleys of any duty owed to the Client in connection with the Contract (except liabilities in respect of personal injury or death which shall be the minimum as per the laws applicable in Qatar) whether in contract, law or in tort irrespective of the legal basis upon which any claim is based shall be limited to the 10% of the Price.

5.2 All Services are undertaken by Haleys in a professional manner employing a reasonable standard of care and on a confidential basis. Services are executed on the basis of information known to Haleys at the time of the performance of the Services. Although Haleys will use all reasonable endeavors to ensure accuracy, the results will depend inter-alia upon the effective cooperation of the Client, its staff and on the information furnished to Haleys. Save as required by law no representation or warranty, whether express or implied or otherwise as to the accuracy of services/quote is given by Haleys.

6. Delivery Period

6.1 The time limits, if any, are estimates only and no undertaking is given to complete the Services within the time.

7. Force Majeure

7.1 Haleys shall not be responsible for the consequences of any delay in carrying out the Services arising from any strike, lockout, trade dispute, accident, fire, inclement weather, flood, tempest, war or Act of God or any other matter or thing not within its control.

8. Obligations of Client

8.1 The Client shall not reveal or make available the details of any quote/services to any third party without first obtaining the prior written consent of Haleys.

8.2 The Client shall be bound to inform Haleys in writing prior to the carrying out of any Service is of a dangerous or unstable nature and in the case of its failure to provide prior information, the Client shall indemnify Haleys from and against all loss or damage suffered by Haleys including all damage to Haleys property and all claims in respect of injury to or death of any of Haleys's employees, subcontractors or agents or of any third party, or any other damage directly or indirectly arising out of or in connection with the failure of the Client to inform Haleys of the dangerous and/or unstable nature of the Service.

8.3 The Client shall indemnify Haleys from and against all loss or damage suffered or incurred by Haleys that are due to the negligence and/or willful misconduct of the Client or its employees or agents or third parties.

8.4 Unless otherwise agreed the Client will be responsible for providing a safe access to site and a safe work environment for Haleys and its employees while providing service at a place other than Haleys' own premises and the Client shall be responsible for all costs required in discharging this obligation and shall indemnify Haleys, its employees, sub-contractors and agents in respect of all claims, costs, damages and loss suffered by Haleys as a result of any breach by the Client hereof.

9. Sub-contracting

9.1 Haleys shall be entitled in its absolute discretion to sub-contract the whole of any part of the Quote/Services.

10. Termination

10.1 The Client shall not terminate the Contract without the written consent of Haleys which may be subject to such terms as in Haleys's absolute discretion and Haleys has the right to be compensated by the Client for all losses that it may suffer as a result of termination.

10.2 Haleys may terminate the Contract and any other contract with the Client forthwith, without prejudice to any other right or remedy available to Haleys and without Haleys incurring any liability to the Client in the following circumstances.

(i) If the Client commits a breach of any terms of the Contract or any other contract with Haleys and if such breach is capable of being remedied, the Client has failed to comply with a notice to remedy such breach within a period of 15 days.

(ii) If the Client fails to make payment of the Price within the specified time.

(iii) The Client makes any voluntary arrangement with its creditors or becomes bankrupt or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or a receiver is appointed for any of the property or the assets of the Client.

10.3 Upon termination, Haleys has the right to suspend all further Services under the Contract or any other contract with the Client (and in such event the Client shall not be released from any of its obligations to Haleys under the Contract or any other contract) and the right of Haleys to receive full compensation for its loss under the Contract or any other contract with the Client shall remain in full force and effect.

11. Notices

11.1 All notices provided for in these Standard Conditions shall be given in writing and shall be effective when either served by personal delivery or upon receipt via mail, return receipt requested, postage prepaid, or sent by facsimile transmission with confirmation in writing at the addresses given in the Quotation.

12. Governing Law and Jurisdiction

12.1 These Standard Conditions are governed by the laws of the State of Qatar. The courts of the State of Qatar alone have the jurisdiction over any dispute that occurs between the Client and Haleys.

13. General

13.1 In the event of one or more of the provisions of these Standard Conditions being held by a competent authority to be invalid or illegal or unenforceable, in whole or in part, the validity, legality or enforceability of the remaining provisions of these Standard Conditions and the remainder of the provision in question shall not be affected thereby.

13.2 No waiver by Haleys of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

End of General Terms and Conditions of Business