

DUTEST QATAR -LIMITATION OF LIABILITY CLAUSE

Limitation of liability : Subject to continuous maintenance and employment of qualified operators by the client, our maximum liability, if any, shall not exceed in Any case either a sum of US\$ 1,000/-or five time value of particular product whichever is lower if the product failed.

DUTEST QATAR -COMPENSATION CLAUSE (APPLICABLE FOR DUTEST PRODUCTS & SERVICE AT CUSTOMER SITE).

Compensation:-The Client shall compensate Dutest Qatar WLL for the loss and damage of materials hired from Dutest Qatar WLL By the Client during the service period. The Client shall pay the Dutest Qatar WLL actual cost of the lost materials and repairing or partial cost for Damaged material on submission of claim by the Dutest Qatar WLL.

DUTEST QATAR -NON RETURNABLE CLAUSE

Please note that the quoted item / equipment is special and that it is non-returnable, non-cancelable.

Please note that the above-mentioned prices are based on the quoted description and quantities.

Prices are subject to change if item specifications or quantities change.

SUSPENSION :

The Customer may order DUTEST QATAR in writing, or otherwise, to suspend, delay or interrupt all or any part of the project schedule for such period as it may determine for its convenience. If the performance of all or any part of the Work is suspended, delayed or interrupted by an act of the Customer or its agents, or by its failure to act within the time contemplated (or if no time is specified within a reasonable time), an adjustment in price shall be made for any increase in the cost of performance of the Work caused by such event, plus an equitable allowance for profit, and the time for performance of the Work shall be extended accordingly. DUTEST QATAR will submit its claim for such cost increased or extensions of time within a reasonable time after receipt of the order to suspend, delay or interrupt. The suspension should not affect any due payment.

DUTEST QATAR -DELIVERY CHARGES

- From January 1st, 2018, in order to maintain highest level of service for all your requirements, we will be charging a nominal amount on a delivery for orders below 5,000.00QAR.
- If the delivery service is not required, your items will be available for collection from our warehouse. Please inform our Logistic team (logistics@dutestqatar.com) of your request to collect when sending through your purchase order.
- Following Delivery Charges shall be applicable as minimum :-
 - Qr. 150.00 for deliveries within Doha .
 - Qr. 250.00 for deliveries to the Al Shamal , AL Khor, Al Jumailiyah, Dukan, Al Shahaniyah or Mesaieed Areas.
- (FOR ALL SHIPMENTS LESS THAN 3 TONNES)
- (SHIPMENTS MORE THAN 3 TONNES WILL BE QUOTED SEPARATELY)

DUTEST QATAR -TAX CLAUSE

The prices quoted herein are based on the current taxes applicable in Qatar / applicable Territory. If any new taxes become applicable in Qatar / applicable Territory in future during the term of this Contract, they will be additionally chargeable to you at the applicable rates over and above the prices herein quoted.

DUTEST QATAR -OBLIGATION CLAUSE (FOR CUSTOMER PRODUCTS & SERVICES AT DUTEST QATAR SITE)

Obligation: It shall be the obligation of the customer to collect the equipment within 15 days from the date of inspection receipt in Dutest, failing which the customer will be charged QR. 150/- per day from the date of completion of inspection until the actual day of collection of the equipment by the customer.

DUTEST QATAR -RESPONSIBILITY CLAUSE (FOR CUSTOMER PRODUCT & SERVICES AT DUTEST QATAR SITE)

Responsibility: I agree that Dutest shall not be responsible for the equipment after completion of ninety (90) days from the date of invoice/repair and Dutest has the right to sell/dispose the equipment without prior information to me; and I waive all my rights on the equipment.

DUTEST QATAR -CRANE RENTAL

1. Our rate is based on a minimum uninterrupted 10 hours per day, 6 days per week and for a minimum uninterrupted utilization period of 1 day or 1 week. Time in excess and delays outside our control to be charged at overtime pro-rata.
2. Utilizing of the crane during the part of the day will consider as full working day.
3. Time of hire will commence upon reaching client site and ceased upon completion of the job & release the crane by signing the time sheet.
4. Rate includes repairs and routine maintenance, lubricants and consumable. However the diesel shall be supplied by the client.
5. Our quote excludes lifting tackle, lifting management & engineering services for which we are able to offer our quotation upon request.
6. Rate includes fully experienced operator for each item of manned equipment who shall be certified by an internationally recognized certifying authority.
7. Gate passes, work permits, H2S induction (if required) and medical for our personal /equipment to work in the required area to be arranged by the client.
8. Client shall ensure that the time sheets are signed daily by their authorized personnel onsite to confirm the actual working hours and there shall be no right for subsequent modifications under any circumstances. Dutest Qatar time card supersedes all other time cards for invoicing purposes.
9. Our offer is subject to equipment availability on the proposed date of the requirement and receipt of a signed contract.

DUTEST QATAR HEAVY EQUIPMENT HIRE (CRANES, FORKLIFTS, MAN LIFTS, TOWER LIGHTS ETC.)

10. Job on Fridays & Public Holidays will be considered as Over time.
11. Over Time Charge on Prorata Basis
12. Diesel for the Equipment, Operator Accommodation, Food arranged by the client.
13. Additional charges for Mobilization and demobilization of Equipment in client's account.
14. Equipment will be third party certified (wherever applicable) & operator with license & third party certificate shall be provided (wherever applicable) .
15. Gate pass if any or Escort etc. if required to be arranged by the client.

QAR Account

Name of Beneficiary : Dutest Qatar WLL
Beneficiary Bank Details : International Bank of Qatar
P.O.Box 2001, Qatar
Swift Code : IBOQQAQA
Currency : QAR
Account Number : 0001-115983-001
IBAN : QA90 IBOQ 0000 0000 0001 1159 8300 1

GUARANTEE :

DUTEST QATAR will repair or replace materials furnished hereunder which are not in accordance with the specifications described on the contract with its customer and will correct labour supplied which is not performed in a workmanlike manner, provided that the customer gives written notice to DUTEST QATAR of such items within the agreed guarantee period. DUTEST QATAR 's LIABILITY IS LIMITED TO THE FOREGOING AND DUTEST QATAR SHALL NOT IN ANY CASE BE LIABLE OTHERWISE, NOR SHALL DUTEST QATAR BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

INDEMNITY :

DUTEST QATAR will indemnify and hold harmless customer from loss or damage to persons or property arising directly from DUTEST QATAR 's performance of the work and caused solely by the negligent acts of DUTEST QATAR and its employees.

APPROVAL :

DUTEST QATAR 's proposal to the Customer mentions the terms and conditions upon which DUTEST QATAR will perform the work described. This proposal may be changed at any time prior to acceptance by written notice to the Customer, and will be deemed to be withdrawn if not accepted by the Customer by acceptance appearing on the proposal.

CHANGES AND EXTRAS :

The work may be changed by "Site Instruction", "Change Order", "Extra Work Order" in writing, or otherwise authorized by the Customer or his agents. Such changes may include changes in scope, method, scheduling or other performance requirements. In such event, the contract price and the completion date will be equitably adjusted. DUTEST QATAR will notify Customer of such changes within a reasonable time after discovery.

DUTEST QATAR SUPPLIED PROPERTY :

Whenever the Customer and other contractors other than DUTEST QATAR , use ladders, scaffolding, vehicles, equipment or property of any kind either owned or rented by DUTEST QATAR , Customer shall indemnify and hold DUTEST QATAR harmless from any and all claims, demands, damages, causes of action and suits of whatsoever nature and kind arising out of or connected with the use of such ladders, scaffolding, tools, vehicles, equipments of property. Such DUTEST QATAR supplied property shall be on an agreed chargeable basis.

FORCE MAJEURE :

DUTEST QATAR shall not be deemed in default, nor be liable for damages for any failure or delay in performance of its work which arises out of causes beyond its reasonable control. Such causes may include, without limitation, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, material shortage or unusually severe weather. If DUTEST QATAR 's work is terminated for default and it is subsequently determined that DUTEST QATAR was not in default, DUTEST QATAR will be entitled to compensation for all work completed hereunder based on prices contained herein, if applicable, the cost of any work in progress, any costs incurred by DUTEST QATAR as a result of the termination, and an equitable allowance for profits on the foregoing.

INSURANCE :

DUTEST QATAR will supply workmen's compensation coverage in the forms and amounts required by the applicable statutes of the State of Qatar. DUTEST QATAR will provide comprehensive general liability insurance protecting against bodily injury liability and property damage liability with policy limits of QR1,100,000/- per person.

PROTECTION OF WORK :

DUTEST QATAR will protect the work or portions thereof from the time the work, or portions of it, is released to DUTEST QATAR until the time DUTEST QATAR releases the same back to the customer or other trades. During such time, DUTEST QATAR will not be responsible for loss or damage caused by other persons or not reasonably to be expected in the custom and practice of DUTEST QATAR 's trade.

AGREEMENT :

If customer signs this Proposal, or otherwise indicates its consent, then this Proposal will represent the entire agreement of the Parties with regard to all of the details of performance and payment of the work.

If customer subsequently requests DUTEST QATAR to sign its own form of contract, this Proposal will be deemed to be part of the contract, and will govern any other conflicting terms of that contract, unless this Proposal is expressly excluded by the parties.

CUSTOMER SUPPLIED PROPERTY :

If the work described in the agreement with the Customer, requires Customer to supply materials, equipment or other property, Customer warrants that such items shall be supplied in due time and fit for the use for which they are intended. If such items do not so conform, DUTEST QATAR will notify the additional compensation under the clause entitled "Changes and Extra" for any increase in the cost of performance which results from the non-conformance

TERMINATION :

If payment is not made to DUTEST QATAR as required by the clause entitled "PAYMENTS", if Customer assigns or transfers, or attempts to assign or transfer this Proposal in whole or in part, if DUTEST QATAR has reason to believe that Customer becomes that subject of any insolvency or bankruptcy proceeding, then DUTEST QATAR may terminate its performance without further notice and remove from the job site any and all its labour force, materials facilities and equipment. In such event, DUTEST QATAR is eligible to recover the amounts due for Work performed under the Proposal price and any sum due for loss of profits and other damages, or regard the non payment as a termination for convenience and recover all costs incurred in performing the Work prior to termination, plus a reasonable allowance for profits on such work.

DISPUTES :

In the event of any dispute with regard to contract requirements, either party may, by written notice, require the other to solve the dispute, including any Work in dispute, pending a resolution of the dispute within a reasonable time thereafter. The other party shall submit a written statement of its position to the Claiming party. If within 30 days after the submission of such statement, the parties have not agreed on a settlement, the parties may submit the matter to litigation. Submission will be effected by written request of either party. Any such litigation will be held in accordance with the then current rules / regulations or law of the local judiciary in the State of Qatar. The decision of the judiciary will be final and binding on the parties.

ACCESS :

Suitable roads and access for cranes and trucks to reach all areas as necessary for the performance of this work must be provided.

BUILDER'S RISK :

A comprehensive builders risk policy is to be provided by others.

PROPRIETARY INFORMATION :

This Proposal contains proprietary information and may not be copied or distributed, the information contained herein shall not be discriminated to any outside party.

PRELIMINARY INFORMATION :

Any and all information provided by DUTEST QATAR marked "Preliminary" is not to be used for construction or in any way incorporated into this work.

VALIDITY :

In the event of any part or portion of the Proposal shall be held to be invalid or otherwise unenforceable, such holding shall not affect the remaining part of portions of the Proposal.

DRAWING APPROVAL :

All approvals of DUTEST QATAR 's drawings by others must be completed in a timely manner. Our price is based on approval time of less than 30 days

SITE OFFICE :

Portable job site office has to be provided by the customer within a reasonable distance from the work. Electrical and telephone hook up must be available at this location.

WAIVER :

DUTEST QATAR 's waiver of any term herein at any time will not be constructed as a waiver of such terms at subsequent times.

INTERPRETATION :

This proposal shall be considered in accordance with the law of State of Qatar.