

GENERAL CONDITIONS OF SERVICE

1. General

- 1.1. Unless otherwise agreed in writing or except where they are at variance with (i) the regulations governing services performed on behalf of governments, government bodies or any other public entity or (ii) the mandatory provisions of local law, all offers or services and all resulting contractual relationship(s) between Saniservice or any of their agents (each a "Saniservice") and Client(s) (the "Contractual Relationship(s)") shall be governed by these general conditions of service (hereinafter the "General Conditions").
- 1.2. Saniservice may perform services for persons or entities (private, public or governmental) issuing instructions (herein after, the "Client").
- 1.3. Unless Saniservice receives prior written instructions to the contrary from Client, no other party is entitled to give instructions, particularly on the scope of the services or the delivery of reports or certificates resulting there from. Client hereby irrevocably authorizes Saniservice to deliver quotations and/or reports to a third party where so instructed by Client or, at its discretion, where it implicitly follows from circumstances, trade custom, usage or practice.

2. Provision of Services

- 2.1. Saniservice will provide services using reasonable care and skill and in accordance with Client's specific instructions as confirmed by Saniservice or, in the absence of such instructions:
 - I. the terms of any standard order form or standard specification sheet of Saniservice; and/or
 - II. any relevant trade custom, usage or practice; and/or
 - III. such methods as Saniservice shall consider appropriate on technical, operational and/or financial grounds.
- 2.2. Information stated in service reports are derived from the results of inspection or work carried out in accordance with the instructions of Client, and/or our assessment of such results based on any technical standards, trade custom or practice, or other circumstances which should in our professional opinion be considered.
- 2.3. Should Client request that Saniservice witness any third-party intervention, Client agrees that Saniservice's sole responsibility is to be present at the time of the third party's intervention and to forward the results, or confirm the occurrence, of the intervention. Client agrees that Saniservice is not responsible for actions or omissions of third party personnel.
- 2.4. The After-Completion Report issued by Saniservice will reflect the facts as recorded by it at the time of its intervention only and within the limits of the instructions received or, in the absence of such instructions, within the limits of the alternative parameters applied as provided for in clause 2 a. Saniservice is under no obligation to refer to, or report upon, any facts or circumstances which are outside the scope of work of its service.
- 2.5. Saniservice may delegate, only with the consent of the client, the performance of all or part of the services to an agent or subcontractor and Client authorizes Saniservice to disclose all information necessary for such performance to the agent or subcontractor.
- 2.6. Should Saniservice receive documents reflecting

engagements contracted between Client and third parties or third party documents, such as copies of sale contracts, letters of credit, bills of lading, etc., they are for information only, and do not extend or restrict the scope of the services or the obligations accepted by Saniservice.

- 2.7. Client acknowledges that Saniservice, by providing the services, neither takes the place of Client or any third party, nor releases them from any of their obligations, nor otherwise assumes, abridges, abrogates or undertakes to discharge any duty of Client to any third party or that of any third party to Client.

3. Obligation of Client

The Client will:

- 3.1. ensure that sufficient information, instructions, documents, and entry permits are given in due time (and, in any event not later than 24 hours prior to the desired intervention) to enable the required services to be performed;
- 3.2. procure all necessary access for Saniservice's representatives to the premises where the services are to be performed and take all necessary steps to eliminate or remedy any obstacles to, or interruptions in, the performance of the services.

4. Fee and Payment

Fees not established between Saniservice and Client at the time the order is placed or a contract is negotiated shall be at Saniservice's standard rates (which are subject to change).

- 4.1. Unless a longer period is established in the invoice, Client will promptly pay upon receipt of the relevant invoice or within such other period as may be established by Saniservice in the invoice (the "Due Date") all fees due to Saniservice failing which interest will become due at a rate of 1.5% per month (or such other rate as may be established in the invoice) from the Due Date up to and including the date payment is received.
- 4.2. Client shall not be entitled to retain or defer payment of any sums due to Saniservice because any dispute, counter claim or set off which it may allege against Saniservice.
- 4.3. Saniservice may elect to bring action for the collection of unpaid fees in any court having competent jurisdiction.
- 4.4. Client shall pay all of Saniservice's collection costs, including attorney's fees and related costs.
- 4.5. In the event, any unforeseen problems or expenses arise while carrying out the services Saniservice shall endeavor to inform Client and shall be entitled to charge additional fees to cover extra time and cost necessarily incurred to complete the services.
- 4.6. Saniservice is unable to perform all or part of the services for any cause whatsoever outside Saniservice's control including failure by Client to comply with any of its obligations provided for in clause 3 above, Saniservice shall nevertheless be entitled to payment of:
 - i. the amount of all non-refundable expenses incurred by Saniservice; and
 - ii. a proportion of the agreed fee equal to the proportion of the services carried out or 30% of the service quotation whichever is higher.

- 4.7. All service fees are exclusive of VAT; which will be charged where appropriate. If we are satisfied that our services are outside the scope of GCC VAT, we will not charge VAT. To enable the VAT status of our services to be classified correctly, client shall provide to us such evidence as we may reasonably require for this purpose. If our services are subject to VAT, you agree to indemnify us fully on demand for any interest, penalties or legal costs as a result of any information that you provide on your VAT status not being correct.

5. Suspension or Termination of Service

Saniservice shall be entitled to immediately and without liability either suspend or terminate provision of the services in the event of:

- 5.1. failure by the Client to comply with any of its obligations hereunder and such failure is not remedied within 10 days that notice of such failure has been notified to Client; or
- 5.2. any suspension of payment, arrangement with creditors, bankruptcy, insolvency, receivership or cessation of business by Client.

6. Liability and Indemnification

A. Limitation of Liability

- 6.1. Saniservice is neither an insurer nor a guarantor and disclaims all liability in such capacity. Clients seeking a guarantee against loss or damage should obtain appropriate insurance.
- 6.2. Reports (Inspection, After Service Compilation Report etc) are issued on the basis of observations made by our technicians and solely for the benefit of Client who is responsible for acting as it sees fit on the basis of such reports. Neither Saniservice nor any of its officers, employees, agents or subcontractors shall be liable to Client nor any third party for any actions taken or not taken on the basis of such reports nor for any incorrect results arising from unclear, erroneous, incomplete, misleading or false information provided to Saniservice.
- 6.3. Saniservice shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside Saniservice's control including failure by Client to comply with any of its obligations hereunder.
- 6.4. The liability of Saniservice in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 5 times the amount of the fee paid in respect of the specific service which gives rise to such claim or AED 50'000 (or its equivalent in local currency), whichever is the lesser.
- 6.5. Saniservice shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Client.
- 6.6. In the event of any claim, Client must give written notice to Saniservice within 7 days of discovery of the facts alleged to justify such claim.

B. Indemnification:

Client shall guarantee, hold harmless and indemnify Saniservice and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising relating to the performance, purported performance or non-performance, of any services.

7. Complain Policy

- 7.1. Client should complain as soon as he can after the date of the service on which the event occurred or came to the client's notice. If the client complains more than 48 hours, we may not be able to investigate properly. But Saniservice shall also consider whether Client had good reason for not making the complaint sooner or whether, despite the delay, it is still possible to investigate the complaint effectively and fairly.
- 7.2. For standard complaints Saniservice will apply the following rules :
 - 7.2.1. Smell issues will be investigated free of charge if raised within one month of the service. The second intervention will be charged as per company fees.
 - 7.2.2. Noise issue will be investigated free of charge if reported within one month of the service date. Thereafter or second investigation will be invoiced at company fee rate.
 - 7.2.3. Unit failure reported within 72 hours from the service date will be investigated free of charge. After that period, any investigation performed will be charged at company rate unless the complaint is determined to be under the responsibility of Saniservice.
 - 7.2.4. Cooling issues reported within 72 hours of the service date will be investigated free of charge. Any further investigation will be charge Aed 200.

8. Miscellaneous

If any one or more provisions of these General Conditions are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- 8.1. During the course of providing the services and for a period of one year thereafter Client shall not directly or indirectly entice, encourage or make any offer to Saniservice's employees to leave their employment with Saniservice.
- 8.2. Use of Saniservice's corporate name or registered marks for advertising purposes is not permitted without Saniservice's prior written authorization.

9. Governing Law, Jurisdiction and Dispute Resolution

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be subject to the non-exclusive jurisdiction of the Courts of the Dubai International Financial Centre. Each party irrevocably submits to the jurisdiction of the DIFC Dubai Courts and waives any objection it may have to disputes arising out of or in connection with this contract being heard in the Courts of Dubai International Financial Centre on the grounds that it is an inconvenient forum. This contract shall be governed by and construed in accordance with the law of the UAE.