



GULF GLASS FIBRE w.l.l.
P.O.BOX:4076
DOHA,QATAR

TERMS AND CONDITIONS

WORK WEEK :

GGF will supply labour for the work on a regular 48 hours work week without any overtime.

DRAWINGS :

GGF will supply drawings, samples and technical data as appropriate for the work. Such items will be supplied upon customer's request and within a reasonable time. GGF may inscribe a legend on the cover page of these items indicating their confidential or proprietary nature, and will restrict the publication and dissemination of such material to its employees who have a need to know of their contents.

GUARANTEE :

GGF 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 GGF of such items within the agreed guarantee period. GGF's LIABILITY IS LIMITED TO THE FOREGOING AND GGF SHALL NOT IN ANY CASE BE LIABLE OTHERWISE, NOR SHALL GGF BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY NATURE.

INSURANCE :

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

INDEMNITY :

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

PROTECTION OF WORK :

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

CLEANUP :

GGF will remove refuse and debris caused by its operations in accordance with the custom and practice of GGF's trade. If customer desires additional cleanup, it may request GGF to perform the same and an additional charge will be made. Customer may perform cleanup on GGF's behalf only if GGF has agreed to the same in writing beforehand.

FACILITIES :

Customer will provide, without cost to GGF, light, power and water which are required for the performance of the work in the custom and practice of GGF's trade.

STORAGE :

Customer will provide, without cost to GGF, sufficient storage space which is fully protective of materials and equipment furnished for the work and convenient to the place of application of work.

TAXES :

Customer will pay for any and all taxes and duties which are now or may be imposed on the work by local taxing authority, law, ordinance, rule or regulation, unless otherwise noted on the agreement with Customer.

PAYMENTS :

Payments shall be made as in the agreement with Customer.

APPROVAL :

GGF's proposal to the Customer mentions the terms and conditions upon which GGF 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.

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 GGF 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.



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CHANGES AND EXTRAS :

The work may be changed by "Site Instruction", "Change Order", "Extra Work Order", 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. GGF will notify Customer of such changes within a reasonable time after discovery.

SUSPENSION :

The Customer may order GGF in writing, or otherwise, to suspend, delay or interrupt all or any part of the project schedule for such period of time 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. GGF 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.

GGF SUPPLIED PROPERTY :

Whenever the Customer and other contractors other than GGF, use ladders, scaffolding, vehicles, equipment or property of any kind either owned or rented by GGF, Customer shall indemnify and hold GGF 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, however, the Customer shall not be so obliged to indemnify and hold GGF harmless in the event the claim, demand, damage, cause of action or if caused solely by GGF's negligence.

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 fit for the use for which they are intended. If such items do not so conform, GGF 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

DIFFERING SITE CONDITIONS :

If GGF encounters latent physical conditions at the site differing materially from those indicated in the bid documents, or unknown physical conditions at the site of an unusual nature differing materially from those

ordinarily encountered by GGF's trade, GGF will promptly notify the Customer, if such conditions cause an increase or decrease in the cost of, or the time required for, performance of any part of the work, and equitable adjustment in price will be made and the contract time modified accordingly.

FORCE MAJEURE :

GGF 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 GGF's work is terminated for default and it is subsequently determined that GGF was not in default, GGF 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 GGF as a result of the termination, and an equitable allowance for profits on the foregoing.

TERMINATION :

If payment is not made to GGF 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 GGF has reason to believe that Customer becomes that subject of any insolvency or bankruptcy proceeding, then GGF 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, GGF may at its election, 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, the Customer may, by written notice, require

GGF to proceed with the performance of the Work, including any Work in dispute, pending a resolution of the dispute within a reasonable time thereafter. GGF will submit a written statement of its position to the Customer. 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 arbitration. Submission will be effected by written request of either party. Any such arbitration 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 arbitrator will be final and binding on the parties. If



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within 90 days after GGF has submitted its written statement, the parties have not submitted the dispute to arbitration, the parties may avail themselves of any remedy otherwise available to it under the contract or otherwise available law.

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.

ACCESS :

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

DRAWING APPROVAL :

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

BUILDER'S RISK :

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

SITE OFFICE :

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

PRELIMINARY INFORMATION :

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

WAIVER :

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

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.

INTERPRETATION :

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