

Selling Terms and Conditions

MB Agencement Trading LLC is a company incorporated under the laws of United Arab Emirates under license no. 664586 and has its registered office at PO Box 125710 Dubai, United Arab Emirates (“**Company**”). Company provides design and project services (“**Services**”) to its clients (“**Client**”) in accordance with these standard terms of business and the Quotation (defined below) that forms a valid and binding agreement upon Client’s issuance of purchase order or first payment receipt by Company, whichever earlier (“**Agreement**”).

1. Engagement & Services

The specifics of the scope of work and/or services to be provided and the relevant fees for the same shall be detailed in the scope of work schedule or quotation or proposal which the Company shall follow for purposes of Services (“**Quotation**”). After the Quotation is agreed by both the Parties, the Client shall issue the Purchase Orders (“**Purchase Orders**”) confirming the Services and its quoted price. Company shall not be liable for services of, or to supervise or ratify services of any third-party contractor or otherwise, if any engaged by the Company for Services or any part thereof. Unless specifically agreed, time is not the essence for performing Services.

2. Obligations of Client

Client undertakes as follows:

- 2.1 To pay fees and applicable taxes to the Company for the Services in accordance with the Quotation or tax invoice in a timely manner without delay, deduction or withholding;
- 2.2 To provide Company with any information, access, and assistance, Company requests from time to time in order to provide the Services;
- 2.3 To ensure that the content of the advertising material do not contain any libellous, defamatory, obscene, pornographic, racially or ethnically offensive or socially irresponsible material; and
- 2.4 To comply with all applicable laws and regulations and other legal requirements of all government authorities in the UAE pertaining to this Agreement.
- 2.5 All Fees are payable in cleared funds, either by cheque in the name of the Company or by wire transfer in the currency of the tax invoice. All bank transfer charges, cheque collection, foreign exchange risks are Client’s responsibility.

3. Confidentiality

- 3.1 No Party shall, without prior consent of the other Party, in any manner whatsoever disclose or communicate to any other person or entity (other than for performance of duties required under this Agreement) or use for any purpose other than performance of its obligations hereunder, any confidential information disclosed to such Party hereunder and shall exert its best efforts to prevent the unauthorized disclosure; provided, however, that nothing contained herein shall be construed as restricting or creating any liability for disclosure or communication of information which is:
 - a) or becomes publicly known through no wrongful act of the receiving Party;
 - b) received from a third Party without restriction and without breach of this Agreement;
 - c) independently developed by the receiving Party;
 - d) contained in any published Patent or which becomes published or otherwise generally known to the trade through no wrongful act of the receiving Party from and after the date it becomes published or generally known; or
 - e) disclosed pursuant to governmental or judicial requirement.
- 3.2 The obligations in clauses 3.1 shall survive the expiration or termination for any reason of this Agreement.

4. Indemnification and Limitation of Liability

- 4.1 Client hereby agrees to indemnify and keep the Company its employees, officers and directors indemnified against any claim by a third Party and against all costs charges and/or expenses that may be incurred and against all suits, actions and/or proceedings and/or claims and demands that may be made or instituted against Company and against loss and/or damage that may be caused to or suffered by Company, as a result of any Services effected by Company pursuant to the instructions of Client or arising out of or result from or payable on account of non-performance/non-observance by Client of any terms and conditions of this Agreement.
- 4.2 Company’s total liability for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not, in the aggregate, exceed the amount actually paid by Client to the Company for the Services as per the specific Purchase Order in dispute.
- 4.3 In no event shall Company be liable to Client for delay in services and any punitive, exemplary, special, indirect, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption of data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought.
- 4.4 The provisions of this clause 4 shall survive the expiry or earlier termination of this Agreement.

5. Force Majeure

- 5.1 A “Force Majeure Event” means any cause, which is not reasonably foreseeable and is beyond the reasonable control and not due to the omission, fault, delay or negligence of the Party affected and which could not have been avoided by due diligence and the use of reasonable efforts. A Force Majeure Event includes, without limitation, acts of God, drought, flood, earthquakes, storm, fire, lightning, epidemics, pandemics or outbreak of communicable disease, curfews, lockdowns, restrictions on travel or business or trading,

quarantines, national or regional emergencies, or any other cause, whether similar in kind to the foregoing or otherwise, beyond a party’s reasonable control, war, riot, civil disturbance, sabotage, acts of terrorism, explosions, embargo, import restrictions, biological warfare, disruption to major utilities, labour disputes or stoppages, government acts or orders and changes in laws, such that prevents or delays the performance of contractual obligations under the Agreement. Payment obligations are excluded from the definition of a Force Majeure Event.

- 5.2 A Party shall not be liable for failure or delay in performing any of its obligations under the Agreement to the extent that the failure or delay is due to a Force Majeure Event. When the affected Party is able to resume performance of its obligations under the Agreement, such Party shall promptly resume performance hereunder.
- 5.3 All delivery dates under this Agreement affected by the Force Majeure Event shall be stalled for the duration of such Force Majeure Event. The Parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the Force Majeure Event ceases to exist.
- 5.4 The Company reserves the right to increase the costs of goods and/or Services in the event of any changes that have occurred in procuring the raw materials, applicability of taxes, currency fluctuations, obtaining permits or any other circumstances related to the Force Majeure Event.
- 5.5 The Company reserves the right to terminate this Agreement by notice to Client if the Force Majeure Event prevents successful conclusion of the Company obligations contemplated hereunder for a consecutive period of four (4) months. No refunds may be made should termination arise due to Force Majeure Event, however the Company shall in all cases be paid up until the date of actual termination of this Agreement without condition, set-off, delay or deduction.

6. Termination

- 6.1 Company may, at any time, at its sole option, terminate all or any portion of this Agreement, without cause, upon thirty (30) days’ prior written notice to Client.
- 6.2 Upon expiry or earlier termination of the Agreement:
 - a) a) Company shall be entitled to receive the payment for its outstanding invoice(s), if any, and the payment upto last date for which the Services have been rendered.
 - b) b) Company shall continue to provide Services during the notice period to Client and Client shall be liable to pay for these Services.

7. Miscellaneous

- 7.1 **Notice:** Any notice or other communication to be given hereunder shall be in writing and in the English language, and shall be delivered personally, or sent by courier (charges prepaid), and by email.
- 7.2 **Assignment:** Neither Party shall assign or transfer this Agreement, in whole or in part, without the prior consent of the other Party; provided, however, that Company may freely assign its rights and obligations hereunder to an affiliate.
- 7.3 **Amendment:** This Agreement may be amended only by an instrument in writing and signed by duly authorized representatives of both Parties.
- 7.4 **Entire Agreement:** This Agreement together with the Quotation represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representation or agreements, either written or oral, with respect to the subject matter of this Agreement.
- 7.5 **Governing Law:** This Agreement shall be governed and interpreted exclusively in accordance with laws of Dubai, U.A.E. and the courts in Dubai, U.A.E shall have exclusive jurisdiction.
- 7.6 **Language:** This Agreement is being executed in the English language, which shall prevail over any translations of this Agreement.
- 7.7 **License:** All intellectual property rights, including the copyright in all documents, and in the Services and any moral rights remains the property of the Company. The Client shall be entitled, on payment of all fees and other job costs due to the Company, to a license to use the documents for the specific purpose for which they were prepared, but for no other purpose. Unless the right to reproduce or to create derivative works is otherwise set out in writing, the right of the Client shall be to use the licensed works to create one derivative work only and to make such copies of the copyright material as are necessary for completion of that derivative work and any statutory compliance associated with it. The license to use comes into effect on the first payment by the Client to the Company and remains in force so long as all payments required from the Client are made on time. Company may suspend or revoke the license if the Client fails to make any payment and such suspension or revocation shall cause the suspension of the derivative works if not completed. Any reference to Services shall be accompanied by full attribution to the Company in a form to be approved by the Company.
- 7.8 **Counterparts:** This Agreement may be executed by one or more of the Parties on any number of separate counterparts, and all said counterparts taken together shall be deemed to constitute one and the same instrument.