

AT-PAC SCAFFOLDING LLC SPC GENERAL TERMS AND CONDITIONS



1. Definitions

The following words and expressions shall have the meaning stated except where the context requires otherwise.

“Accessories” means material things provided by AT-PAC used in conjunction with Materials.

“Agreement” means AT-PAC Offer, these General Terms and Conditions, any Schedules attached hereto, any expressly agreed special conditions and Customer's Confirmation, subject always to the Priority of Documents clause.

“Applicable Law” means all applicable federal laws of the United Arab Emirates, the laws and regulations of the relevant Emirate, municipal requirements, free-zone requirements, court or arbitral orders, HSE requirements, tax laws, sanctions/export control laws and any other legally binding rules applicable to the Agreement, the Materials, the Site or the Project.

“Customer” means the Purchaser of AT-PAC Scaffolding Systems & Supplementary Services Related Thereto, as named in AT-PAC Offer letter and/or Agreement.

“CAR Insurance” means Contractor's All Risks Insurance provided by the Customer or other relevant third parties at the site of the Project or other sites as may be applicable to AT-PAC Rental, Sale, Delivery and Supplemental Services provided in such locations.

“Delivery” means the successful transportation of Materials to a specified destination.

“AT-PAC” means the Supplier of AT-PAC Scaffolding Systems & Supplementary Services Related Thereto.

“Scaffolding” means a temporary, elevated work platform and its supporting structure used for holding people, materials, or both.

“Material” or **“Materials”** means material things of all kinds supplied by AT-PAC.

“Offer” means the proposals and prices submitted by AT-PAC to the Customer.

“Part Purchased Material” means Material specified for Customer Purchase which has been delivered by AT-PAC but not yet paid for in full by the Customer.

“Party” means either Party to the Contract, collectively defined as the Parties.

“Payment” means a transaction of money.

“Project” means the work site at which the Customer will utilise the Materials.

“Purchase” means commercial transaction to acquire ownership of Materials against Payment.

“Rental” means commercial transaction in relation to the temporary usage of Materials against Payment.

“Sale List Price” means the AT-PAC list price applicable for Scaffolding Material (Purchase or Rental). Also referred to as “value of goods” on our Rental Invoices.

“Schedules” means the document(s) titled Schedules forming part of an Agreement between the Parties

“Works” means activities undertaken by the Customer at the Project.

2. Preamble

2.1. These General Terms and Conditions for Rent, Sale and Delivery of AT-PAC Scaffolding Systems & Supplementary Services Related Thereto shall apply to the Rental, Purchase and



Delivery of all AT-PAC Scaffolding Systems (Material) by AT-PAC to the Customer and other services performed by AT-PAC. These General Terms and Conditions for Rental, Sale and Delivery of AT-PAC Scaffolding Systems & Supplementary Services Related Thereto shall form an integral part of any agreement entered into by the Customer with AT-PAC.

- 2.2. The Customer warrants that any person signing the Agreement, issuing a purchase order, confirming an Offer, signing a delivery note, requesting Delivery, requesting return, approving an RRDR or otherwise instructing AT-PAC has full authority to bind the Customer. The Customer shall indemnify AT-PAC against all Losses arising from any lack of authority or alleged lack of authority.

3. Scope of Delivery

- 3.1. The quantity and description of and any specification for the Material shall be those set out in the respective Material list based on the calculations and/or drawings prepared by AT-PAC. Any such calculations/drawings are based on the general information and the technical data and information on the respective Project provided by the Customer only. Any technical changes related to the Project, including but not limited to the specifications and/or design, shall be reported by the Customer to AT-PAC immediately in writing. AT-PAC may then revise any calculations/drawings accordingly. Where such revisions alter the Material quantities it shall constitute a variation to AT-PAC Offer and/or Agreement, which shall be priced on a pro-rata basis only. If the Customer does not inform AT-PAC of any such technical changes in a timely manner or fails to inform AT-PAC at all, AT-PAC will never be liable for any direct or indirect damages/losses related to any such delay or failure to provide changes in the technical data of the Project.
- 3.2. AT-PAC shall supply any Material as per the Offer and/or Agreement. AT-PAC reserves the right until and up to the date of Delivery to alter any quantities of Material which do not materially affect the quality or performance of the Scaffolding Material and system ordered. Final Delivery will be sufficient for use.
- 3.3. Any changes in the ordered quantities and/or Rental periods will be charged on a pro-rata basis according to the relevant applicable prices as in this Offer and/or Agreement only and are subject to availability of AT-PAC Material stock.
- 3.4. Any "Purchase only Materials" as indicated in Schedule 1 (Bill of Quantity) shall be new Material only unless specified and agreed otherwise.
- 3.5. Any Material rented by the Customer shall be supplied by AT-PAC in a clean and good working condition. The Material shall be in a used condition or if not available as used, new Material shall be supplied. The Customer shall return any Rental Material in a clean and workable condition as supplied.
- 3.6. Delivery charges: haulage (transportation) shall be invoiced separately; all haulage charges shall be borne by the Customer. Invoices related hereto shall be payable 30 days from date of invoice.

4. Invoicing

AT-PAC may issue invoices electronically, by e-mail and/or through any UAE-mandated e-invoicing platform once applicable. The Customer shall provide accurate billing details, TRN/VAT registration details, purchase order number, project reference and at least two authorised invoice-contact e-mail addresses before Delivery. Failure by the Customer to provide such details, or to issue any

internal approval, goods receipt note or portal confirmation, shall not delay or suspend the Customer's obligation to pay any valid invoice when due.

5. Prices and Taxes

All prices are quoted only in United Arab Emirates Dirham (AED). All prices quoted are net prices and exclusive of VAT and all other Taxes, customs duties, import/export charges, bank charges, government fees, levies and any future taxes or charges, all of which shall be borne by the Customer in addition to the quoted price unless expressly stated otherwise in writing by AT-PAC.

6. Payment Terms

6.1. For Purchase of Materials, unless otherwise agreed by AT-PAC and Customer in writing, AT-PAC and the Customer hereby agree to the following Payment Terms; 20% advance payment prior to delivery and remaining balance (i.e. 80%) shall be via irrevocable, non-negotiable and confirmed Letter of Credit (L/C) excluding the requirement of any counter signature or further qualification, issued by a first class bank and payable within thirty (30) days from invoice date. The L/C shall be established prior to Delivery of Materials and all L/C charges shall be borne by the Customer. Payments shall be made in full and without any deductions and shall be effected in accordance with the agreed Payment Terms. Zero retention shall be applied to all AT-PAC Payments.

6.2. For Rental of Materials, payments shall be made within thirty (30) days of the date of invoice. The same term is applicable to the "Purchase only" items for rented Materials. Payments shall be made in full and without any deductions and shall be effected in accordance with the agreed Payment Terms. Zero retention shall be applied to all AT-PAC Payments.

6.2.1. All invoices relating to Engineering and technical assistance shall be issued at the start of the Project. Payments shall be made within thirty (30) days from the date of invoice.

6.3. The Customer shall counter-check the correctness of all invoices submitted by AT-PAC within fifteen (15) days of receipt thereof. Invoices are deemed correct and accepted by the Customer if AT-PAC receives no written notice of dispute within that period. Any invoice dispute must identify the invoice number, disputed amount and detailed reasons. The Customer shall pay all undisputed amounts when due, and AT-PAC will no longer consider Customer claims made at a later date.

6.3.1. In the event that funds are received by AT-PAC without reference to the applicable invoice number(s), AT-PAC shall issue a written request by email to the Customer to provide allocation instructions. Should the Customer fail to provide such instructions within fifteen (15) days from the date of AT-PAC's request, AT-PAC shall be entitled, at its sole discretion, to allocate the funds against outstanding invoices, applying such funds in chronological order from the oldest outstanding invoice to the most recent. Any such allocation effected by AT-PAC shall be deemed final, conclusive, and binding on the Customer.

6.4. In the event the Customer fails to pay any Installments, AT-PAC shall first seek to clarify the lapse in Payment with the Customer. In the event of prolonged nonpayment of overdue invoices (in excess of 30 days overdue) AT-PAC shall draw against any submitted securities / bonds.

6.5. Security for Rental Material shall be submitted prior to Delivery in one of the below mentioned options only. No Delivery of Rental Material shall be made without appropriate securities in place prior to Delivery.

Security Option 1 – Bank guaranteed bond (20% of the Sale List Price value of estimated Rental Material)

Security Option 2 – Undated cheque (20% of the Sale List Price value of estimated Rental Material).

- 6.6. In case of a delay in Payment, AT-PAC reserves the right to charge simple interest for delay in Payment at a rate of 7.50% per annum of the outstanding amount, accruing daily from the due date until actual payment in full, without prejudice to AT-PAC's right to suspend performance and recover reasonable collection, legal, bank, enforcement and recovery costs.
- 6.7. In the event of cancellation before commencement and/or completion of delivery, cancellation charges shall be applicable at the rate of twenty percent (20%) of the Offer/Agreement value or the undelivered committed value, whichever is higher. The Parties agree that this amount is a genuine pre-estimate of AT-PAC's administrative, planning, procurement, stock reservation, engineering, opportunity and logistics costs, without prejudice to AT-PAC's right to recover additional proven Losses to the extent permitted by Applicable Law.
- 6.8. Failure of the Customer to pay two consecutive invoices, installments or other payment obligations when due shall constitute a fundamental breach of Agreement whereby AT-PAC has the right to suspend and/or terminate the Agreement and without prejudice to any other rights or remedies.
- 6.9. Notwithstanding any other provision of this Agreement, and subject to any mandatory notice requirement, AT-PAC shall be entitled to withhold deliveries of Materials and Services in the event of non-payment of due amounts, failure to provide agreed security, failure to issue required purchase orders/variation orders, or any other material Customer default.
- 6.10. Notwithstanding any other provision of this Agreement AT-PAC shall be entitled to withhold supply of work, Materials, Manpower, services or the like under this Agreement by way of Set-Off in respect of any sum or sums which the Customer may be liable to pay under other contracts or agreements with AT-PAC in the United Arab Emirates.
- 6.11. AT-PAC may adjust prices, rates, delivery charges or other charges by written notice where AT-PAC's cost of performance increases due to changes in exchange rates, duties, customs charges, freight, fuel, insurance, port charges, raw material prices, labour costs, laws, taxes, supplier costs, transport costs, site conditions, Customer delay, change in Delivery date, change in quantities, or other factors outside AT-PAC's reasonable control. If the increase materially affects the Contract Price, AT-PAC may suspend performance until the Parties agree an equitable adjustment.

7. Delivery

- 7.1. AT-PAC shall use its best efforts to fulfill Customer's orders in a timely manner. It is understood, however, that lead time requirements and Delivery dates may vary according to manufacturing and other conditions. Delay in Delivery of any Material ordered shall not relieve the Customer of its obligations to accept such delivery or any other delivery. AT-PAC is not liable to the Customer for any special, incidental or consequential damages, including without limitation, damages based upon lost goodwill, lost sales or profits, work stoppage, product failure, impairment of other products or otherwise due to delay of Delivery.
- 7.2. Delivery of the Material shall be made by AT-PAC as per the agreed delivery schedule. If no delivery schedule has been agreed by both Parties, AT-PAC shall use prudent judgment to deliver as per AT-PAC design and site requirements. Delivery dates are estimates unless



expressly agreed as firm dates in writing. AT-PAC shall not be liable for delay caused by the Customer, Site access restrictions, missing permits, late payment, missing purchase orders, customs/port delays, transport disruption, authorities, force majeure or circumstances outside AT-PAC's reasonable control. Unless otherwise agreed in writing by the Parties, the Customer shall accept or request Delivery of the entire Scaffolding Material as per the Bill of Quantities latest within ninety (90) days from the date of Acceptance of the Offer by the Customer. Quoted prices shall not be valid anymore and AT-PAC shall be under no further obligation to deliver after the aforementioned period lapses.

- 7.3. Customer shall ensure timely Site access, permits, security clearance, lifting equipment, forklifts/cranes, labour and offloading arrangements for all AT-PAC Material delivered to Customer. Waiting time starts when the truck arrives at the Site gate, delivery location or other agreed delivery point. Beyond four (4) hours waiting time on Customer Project, a detention fee of AED 100.00 per hour and per truck shall be payable by the Customer to AT-PAC. In case of overnight stay on Customer Project an additional detention fee of AED 400.00 shall be payable by the Customer to AT-PAC. Invoices related hereto shall be payable 30 days from date of invoice.
- 7.4. All freight charges are quoted based on a fully loaded 40 feet trailer/truck. In case partial deliveries are requested by the Customer additional freight charges will apply. Invoices related hereto shall be payable 30 days from date of invoice.
- 7.5. The loading and transportation of rented material for Back-Delivery to AT-PAC warehouse including all associated costs shall be borne by the Customer.
- 7.6. During the Delivery period, partial Deliveries shall be permitted. It is understood that each set of equipment supplied to site for individual items in partial Deliveries shall be suitable to start the assembly and/or erection.
- 7.7. The Customer shall within five (5) days of the date of Delivery check the quantity and apparent quality/condition of any Material delivered and inform AT-PAC in writing of any apparent shortages, damage or deficiencies. After the lapse of five (5) days, the Customer is precluded from making any claim pertaining to apparent quantity, condition, quality or visible defects. Any latent defect that could not reasonably have been identified on Delivery must be notified in writing promptly after discovery and, where reasonably possible, before further use. AT-PAC shall make good valid deficiencies for which AT-PAC is responsible within five (5) working days after such valid notification is received from the Customer.
- 7.8. Under no circumstances shall AT-PAC make any Deliveries of Material without confirmed Purchase Order and/or duly executed Agreement. In the event of additional requirements, orders and/or variation orders exceeding the initial Material quantities, no additional Material Deliveries shall be made by AT-PAC without additional purchase order and/or variation order duly issued by Customer.
- 7.9. Any delivery note, delivery ticket, gate pass, e-mail confirmation, electronic delivery record, signed receipt, delivery docket or other acknowledgement signed or accepted by the Customer, its employee, representative, contractor, subcontractor, site personnel, security personnel or agent shall constitute prima facie evidence of Delivery, quantity, date, time and acceptance of the Materials, unless the Customer provides contrary evidence within the inspection period stated in this Agreement.

8. Engineering & Technical Assistance

- 8.1. AT-PAC shall work out and provide all necessary shop drawings for assembling and setting of AT-PAC Scaffolding for its initial use against additional charges as shown in the Offer/Agreement. Unless expressly agreed in writing, AT-PAC's drawings, calculations, advice and technical assistance are based solely on information provided by the Customer and do not make AT-PAC responsible for Site conditions, ground/support conditions, loading assumptions not disclosed to AT-PAC, erection, dismantling, inspection, tagging, supervision, temporary works coordination, method statements, permits or safe use of the Scaffolding. Any required structural analysis, revised shop drawings for repetitive use of the Scaffolding system during the Project, structural changes or changes of the Scaffolding system and methodology after the initial use shall be charged at AED 275.00 per hour. Invoices related hereto shall be payable 30 days from date of invoice.
- 8.2. The Customer shall, at its own cost, maintain all-risk insurance for Rental Materials and Part Purchased Materials for their full replacement value, public liability and third-party liability insurance in amounts reasonably required by AT-PAC or stated in the Offer, and all insurance required under Applicable Law or the Project. The Customer shall provide proof of insurance upon request by AT-PAC.
- 8.3. AT-PAC shall be under no obligation to provide inspections and/or technical assistance and/or technical instruction in case the Customer has overdue amounts payable to AT-PAC in accordance with AT-PAC statement of account only.
- 8.4. The Customer shall not mix AT-PAC Materials with third-party scaffolding components, alter, weld, cut, drill, modify, overload or use the Materials outside the agreed design or intended purpose without AT-PAC's prior written approval. The Customer shall indemnify AT-PAC for all Losses arising from any such unauthorised use, modification, mixing or overloading.
- 8.5. The Customer shall be solely responsible, unless expressly included in AT-PAC's written scope, for obtaining permits and approvals, providing safe access, ensuring competent persons, inspecting and tagging Scaffolding, complying with working-at-height and HSE requirements, preventing overloading, preventing unauthorised modification, and ensuring that AT-PAC Materials are used only in accordance with AT-PAC's instructions, drawings and intended purpose.

9. Rental Duration and Invoicing

- 9.1. Any rental duration indicated and/or stated in Schedule 1 (Bill of Quantity) is for information purposes only and does neither constitute nor can it be construed a lump sum agreement for Rental of Material. Notwithstanding any duration information stated or indicated in Schedule 1 (Bill of Quantity), the duration of any rental period commences on the date at which the ordered Rental Material leaves the warehouse of AT-PAC and ends only on the date the Rental Material is returned to the warehouse of AT-PAC. Rental shall continue for any Material which is missing, damaged, contaminated, unidentifiable, inaccessible, improperly returned, retained by the Customer or not accepted by AT-PAC until such Material is returned and accepted or invoiced as Replacement Cost. Any partial return and/or Delivery of Rental Material shall be deducted on a pro-rata basis according to the agreed Rental rates (start and end dates are inclusive). For all Rental Material, the minimum Rental period shall be thirty (30) days; Materials returned within this period shall be invoiced as thirty (30) days.
- 9.2. Standard rental invoicing shall be on Material unit piece per day basis.
- 9.3. Standard sales invoicing shall be per position as outlined in Bill of Quantity (Schedule 1).



- 9.4. The Customer acknowledges that the stated Offer value and corresponding quantities in the AT-PAC offer are preliminary and subject to a deviation (+/- 5%) during the final. AT-PAC provides assurance to the Customer that transparency will be upheld at every stage, and the unit item rates specified in the Offer will serve as the basis for invoicing, notwithstanding the potential for changes in quantities.

10. Rental Materials

- 10.1. Information regarding Back-Delivery of Rental Material should be sent to AT-PAC at least forty-eight (48) hours prior to the actual date of returning the Rental Materials. The vehicle transporting the Materials should reach AT-PAC's yard before twelve (12) noon on a working day in order to be unloaded on the same day. For late returns, AT-PAC will unload on the next available working day or reschedule the return of the Rental Material in the first instance. The Customer shall arrange Back-Delivery of Rental Material at its sole cost and responsibility.
- 10.2. Rental Materials to be returned to AT-PAC shall be properly cleaned, bundled, and loaded on truck by the Customer in such a way that easy unloading by forklift can be done at the warehouse of AT-PAC. Such unloading of Rental Material shall not be charged to the Customer. Material which cannot be unloaded by forklift and has to be unloaded manually will be charged to the Customer at the rate of AED 500.00 per hour.
- 10.3. AT-PAC reserves the right to check all Rental Materials returned to its warehouse within a maximum period of seven (7) days, during which time the Rental Return Delivery Report (RRDR) will be provided by e-mail correspondence to the Customer, informing of quantity and quality of Rental Materials received. AT-PAC's count, weighing records, inspection records, photographs and RRDR shall constitute prima facie evidence of the quantity and condition of returned Material unless the Customer provides contrary evidence within seven (7) days of receipt of the RRDR. Damaged Rental Materials shall be kept separate from other Material for a period of seven (7) days after the RRDR is provided to the Customer for inspection and to verify the extent of any damages, losses and/or collection of such damaged Rental Materials. In case the Customer fails to send a representative to such inspection and/or collection, the Customer accepts that such inspection is undertaken by AT-PAC only and accepts the contents of the RRDR including any damages and/or losses reported therein.
- 10.4. Should any unforeseen circumstances arise directly or indirectly affecting the Customer's ability to return the balance of Rental Materials, AT-PAC shall determine the amount of any such non-returned / missing Rental Material and hereby reserves the right to invoice the non-returned / missing Rental Material in accordance with the Replacement Cost as specified in the Offer. Invoices related hereto shall be payable 30 days from date of invoice unless otherwise agreed upon in writing.
- 10.5. In the event of the Rental Material not being returned to AT-PAC's warehouse or returned damaged beyond the possibility of repair as reported in the RRDR, AT-PAC reserves the right to invoice the damaged Rental Material in accordance with the Replacement Cost as specified in the Offer or these General Terms and Conditions. In cases of damage, AT-PAC reserves the sole discretionary right to claim either the amount equal to any repair costs or an amount equal to the reduction in the value of the Rental Material. Labor charges related hereto shall be charged to Customer at an hourly rate of AED 65.00 per labor man-hour. Invoices related hereto shall be payable 30 days from date of invoice unless otherwise agreed upon in writing.
- 10.6. The Customer shall not move Rental Materials or Part Purchased Materials from the Site, on-hire, sublet, lend, transfer, assign, sell, pledge, charge, encumber, part with possession of, or make them available to any third party without AT-PAC's prior written consent. If AT-PAC

consents to any third-party use or re-hire, the Customer shall remain fully liable for all payment, care, custody, loss, damage, return and other obligations.

11. Joint Inspection

Should a Joint Inspection be requested by the Customer prior to Back-Delivery of Rental Material, it may be executed based on an additional AT-PAC standard form (available on request) (additional charges apply).

12. Ownership and Custody of Material

12.1. Ownership and title to all Rental Materials shall at all times remain with AT-PAC. Ownership and title to Purchased Materials shall remain with AT-PAC until full and final Payment of all amounts due for such Purchased Materials has been received by AT-PAC in cleared funds. The Customer shall hold Rental Materials and Part Purchased Materials as bailee/custodian for AT-PAC and shall keep them identifiable, properly stored, insured, protected, segregated where reasonably possible and free from liens, pledges, charges, encumbrances, seizure, attachment, execution, vesting, sale or disposal.

12.2. Should a third party take up steps to attach or otherwise dispose of AT-PAC Material, the Customer shall be liable for the full value of such Materials to AT-PAC.

12.3. In case it is not possible to distinguish between Material being under retention of title to be taken back by AT-PAC and Material not being under retention of title, the selection of Material to be returned to AT-PAC shall be made by AT-PAC only.

12.4. The Customer shall have no ownership rights in respect of Rental Materials, nor shall any ownership rights be conferred in respect of Purchased Materials until such time as full and final Payment has been made in respect thereof.

12.5. The Customer is obliged to notify AT-PAC in the event that any Rental Material or Part Purchased Material is utilized on a Project containing rights of lien over and vesting of such Material.

12.6. In the event that the Customer becomes insolvent, terminated, or otherwise prevented from continuing works, the Customer shall fully indemnify AT-PAC against the placement of any liens in respect of all Rental Material and/or any Part Purchased Material, and the Customer shall not enter into any vesting arrangements in respect of any Rental Material and/or any Part Purchased Material.

12.7. The Customer shall notify landlords, main contractors, employers, site owners and other relevant third parties that AT-PAC retains title to Rental Materials and Part Purchased Materials. The Customer shall indemnify AT-PAC against any lien, seizure, attachment, vesting, obstruction, refusal of access, loss, damage, recovery cost or third-party claim affecting AT-PAC Materials.

12.8. The Customer grants AT-PAC, its representatives and contractors an irrevocable right, subject to mandatory Applicable Law and Site safety rules, to enter the Site or any location where Rental Materials or Part Purchased Materials are held to inspect, identify, secure, remove and repossess such Materials following Customer default, termination, insolvency, non-payment, failure to return, risk of loss or any event threatening AT-PAC's title or recovery rights.

13. Force Majeure

Neither party shall be deemed to be in breach of any obligation of this Agreement (except any obligation of payment for amounts already due or for Materials/Services already delivered) resulting from acts or

events beyond that party's reasonable control, including but not limited to any act of God, outbreak, epidemic or pandemic of any kind or communicable or virulent disease/infection and any actions taken by any government or public authorities in response to any of the foregoing, any acts of war or terrorism, hostilities (war be declared or not), invasion, special military operations, act of foreign enemies, strikes, breakdowns or malfunctions, loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labor difficulties, civil unrest, riots, revolution, rebellion, quarantine of any kind, natural disaster, flood, fire, embargo, boycott, insurrection, explosion, shortage of labor, gas, fuel or electricity, hacker attack, piracy, denial of service attacks, ransomware or similar intrusions into critical IT systems and networks, service disruptions involving key hardware, software, or IT systems not within the party's reasonable control, electrical, internet, or telecommunications outages that are not caused by the obliged party, interruption of transportation, including without limitation the closure, blockage, or restricted access of international waterways, ports, or shipping lanes (including but not limited to the Strait of Hormuz, Suez Canal, Bab el-Mandeb, or similar chokepoints), governmental actions and injunctions, change of law, unavoidable accident, or failure of suppliers, contractors or subcontractors where such failure is itself caused by an event beyond the affected party's reasonable control. The Parties acknowledge that the delivery of goods under this Agreement is dependent upon the availability of international maritime transport routes. Any disruption, closure, or restriction of such routes, regardless of whether disclosed or foreseeable at the time of contracting, shall constitute a force majeure event ("Force Majeure").

If a Force Majeure event occurs, the affected Party shall promptly notify the other Party in writing, provide reasonable details of the event and its expected impact, use reasonable endeavours to mitigate its effects, and be entitled to postpone performance only to the extent and for the period that performance is prevented or materially hindered by the Force Majeure event. If performance remains possible only by incurring materially higher costs, including but not limited to rerouting shipments through alternative ports, waterways or transport modes, the affected Party shall notify the other Party in writing of the expected additional costs. The Parties shall in good faith agree on an equitable adjustment to the price or allocation of such additional costs to allow continued performance. If the Parties are unable to reach agreement within thirty (30) days of such notice, either Party may terminate the affected part of the Agreement by written notice without liability, save for amounts due for goods or services delivered prior to termination.

If the inability to perform of the affected party shall continue longer than 6 months, the other party may terminate the Agreement by notice with immediate effect. Such termination will not relieve the party from its obligation to pay any amounts accrued or otherwise owed for products or services rendered until termination.

14. Passing of Risk

Risk of damage to or loss of any Rental or Purchase Material shall pass to the Customer at the earliest of: (i) arrival of the Material at the Customer's Project, Site gate, delivery point or other location requested by the Customer; (ii) tender of Delivery where the Customer wrongfully fails, refuses or delays taking Delivery; (iii) handover to the Customer, its representative, carrier or agent; or (iv) commencement of unloading by the Customer or any Site party. Risk remains with the Customer until Rental Material is returned to, inspected and accepted at AT-PAC's warehouse.

15. Warranty

- 15.1. Upon Delivery of any Material, the Customer shall inspect the delivered Material for apparent damages, defects and/or incorrect quantity of Material. Any claim by the Customer against AT-PAC for apparent damage, visible defects and/or incorrect quantity of any Material delivered shall be made in writing within five (5) days after the date of Delivery. After the lapse of such period no claim for apparent damage, visible defects or shortage shall be deemed



valid. Latent defects which could not reasonably have been discovered upon Delivery must be notified promptly after discovery and before further use where reasonably practicable.

15.2. In case of a complaint in due time of any damage, defects and/or incorrect quantity of Material delivered, for which AT-PAC is responsible, AT-PAC shall at its sole discretion repair, replace, credit or refund the defective or deficient Material and, where applicable, deliver the correct quantity within five (5) working days. This shall be the Customer's sole and exclusive remedy for such defect, damage or deficiency to the maximum extent permitted by Applicable Law.

15.3. The Customer expressly confirms that it is familiar with the technical specifications of the Material ordered, as well as the technical instructions and consultation provided by AT-PAC for its usage. The Customer undertakes to comply with such specifications and technical instructions and to use the Material solely for its specified and intended purpose. AT-PAC shall not be liable for defects, damage, injury, loss or third-party claims arising from wrongful, unsuitable or insufficient use, improper storage, overloading, unauthorised modification, mixing with third-party components, defective Site conditions, incorrect erection/dismantling, failure to follow AT-PAC instructions, or any act or omission of the Customer or Site parties.

15.4. AT-PAC shall not be liable to the Customer for any consequential, indirect, special, punitive or incidental loss or damage arising out of or in connection with any act or omission of AT-PAC related to the Material, including loss of profit, revenue, production, use, contract, goodwill, business interruption, delay damages or loss arising from work stoppage.

16. Limitation of Liability

16.1. To the maximum extent permitted by Applicable Law, AT-PAC shall not be liable for loss of profit, loss of revenue, loss of production, loss of use, loss of contract, loss of goodwill, business interruption, delay damages, or any indirect, special, punitive, incidental or consequential loss.

16.2. Subject to clause 15, AT-PAC's aggregate liability arising out of or in connection with the Agreement shall not exceed the total amounts paid to AT-PAC under the relevant Offer during the preceding twelve (12) months.

16.3. Nothing in this clause limits liability that cannot be excluded under Applicable Law. The limitation of liability shall not limit the Customer's payment obligations, liability for loss of or damage to Rental Material, confidentiality obligations, intellectual property obligations, security obligations, or indemnity obligations.

17. Intellectual Property

The Customer shall at all times recognize the validity and ownership of the Industrial Property including but not limited to patents, utility rights, design models, application processes, trademarks, logos, trade names, government permits, registrations, licenses, franchises and/or copyrights including but not limited to those for promotional documents, drawings, calculations, manuals, technical documents and publications owned, created and/or produced by AT-PAC and/or its affiliated companies. No licence is granted except the limited right to use AT-PAC documents for the specific Project and purpose for which they are supplied. The Customer shall not copy, reverse engineer, manufacture, adapt, scan, reproduce, disclose, contest, register, use or permit third-party use of any AT-PAC Industrial Property without AT-PAC's prior written consent.

18. Confidentiality

Neither Party shall disclose to any third party any information obtained by the other Party, which is related to their business, including but not limited to market plans, customer lists, and pricing policies,

except for the purposes herein provided and/or copy, reproduce or pass on to unauthorized third parties any papers and documents marked as confidential and/or drawings, patterns, templates, samples and the like provided by AT-PAC. The restriction shall not apply to:

- Information present in the public domain, not necessarily as a result of a breach of this Agreement.
- Information which the Party disclosing the same can show to have been in its possession at the time of this Agreement unless such information was provided under an obligation of confidence.
- Information which is not of a confidential nature, or which is in the public domain at the date of this Agreement.
- Information required to be disclosed by any law or any order of any court, tribunal, authority, or regulatory body having jurisdiction (but only to the extent of such requirement).

The Customer shall oblige its employees and any other connected third parties to respect this duty of confidentiality and shall take all necessary precautionary measures to prevent unauthorized disclosure or use of AT-PAC trade secrets by employees or third parties.

- 18.1. The confidentiality obligations shall survive termination or expiry of the Agreement for five (5) years and shall survive indefinitely in respect of trade secrets, technical know-how, pricing, drawings, calculations and other information which remains non-public and commercially sensitive. Disclosure to affiliates, professional advisers, auditors, insurers, financing parties or legal representatives is permitted only on a need-to-know basis and subject to confidentiality obligations.

19. Cancellation Clause

In case the Customer fails to accept or request Delivery of the entire Scaffolding Material as per the Bill of Quantity within 90 days from the Customer acceptance of the Offer, AT-PAC has the right to cancel the Offer and/or Agreement partially or in its entirety without any further explanation.

20. Communication

- 20.1. Any notice(s) or other communication(s) between AT-PAC and the Customer shall be in the English language only and delivered in writing in a form which can be read, copied and recorded conveniently. Formal notices relating to default, suspension, termination, force majeure, dispute, arbitration, security enforcement or recovery of Materials shall be sent to the nominated notice addresses and authorised e-mail addresses of the Parties. Notices shall take effect when actually delivered or, for e-mail, when sent without bounce-back during UAE business hours, or on the next Business Day if sent outside UAE business hours, unless mandatory Applicable Law requires a different method of service.
- 20.2. Customer shall nominate at least 2 authorized persons for all correspondences (including but not limited RRDR, invoices, etc.) and provide their e-mail addresses to AT-PAC in writing (e.g. on LPO, contract acceptance, etc.). In the event the Customer does not provide 2 authorized persons (with valid e-mail addresses), AT-PAC may refuse deliveries and/or services or Works until such information is provided to AT-PAC by the Customer.
- 20.3. AT-PAC may decide at its sole discretion to deliver invoices to the Customer in an electronic format, including e-mail, customer portal or any applicable UAE e-invoicing platform, instead of hard copy invoice. Customer portal requirements, approval workflows or missing goods receipt notes shall not postpone the invoice due date unless the invoice is materially incorrect.

21. Termination/Suspension

- 21.1. In case of delay in payment of due amounts, AT-PAC shall notify the Customer of such delay and its intention of termination and/or suspension of the Agreement. Such notice will allow the



Customer fifteen (15) calendar days to settle all due and unpaid invoices. AT-PAC may suspend Delivery, Services, engineering support, technical assistance, warranties and any further performance after expiry of such notice without liability. Where immediate suspension is reasonably necessary to protect AT-PAC's Materials, title, safety, legal position or recovery rights, AT-PAC may suspend immediately to the extent permitted by Applicable Law.

- 21.2. AT-PAC will also be entitled to terminate the Agreement if the Customer becomes bankrupt, enters into liquidation, becomes insolvent, makes a general assignment for the benefit of creditors or if any similar proceedings are instituted after serving a written notice to the Customer.
- 21.3. In the event of termination by AT-PAC due to the reasons mentioned under clauses 21.1, 21.2 or any other Customer default, the Customer shall be liable to pay the entire outstanding amount due up to the date of termination and all Losses arising from termination, recovery, demobilisation, storage, transport, legal enforcement and replacement of missing or damaged Materials. Upon termination, all unpaid amounts become immediately due and payable, Rental charges continue until Rental Materials are returned to and accepted by AT-PAC or invoiced as Replacement Cost, and the Customer will allow AT-PAC unrestricted access to all relevant materials at Site and facilitate removal and transfer back to AT-PAC facility.

22. Governing Law

- 22.1. The Rental, Purchase, Delivery of the Material and other services provided by AT-PAC to the Customer, and any Agreement between AT-PAC and the Customer, shall be governed and construed in accordance with the federal laws of the United Arab Emirates and, to the extent applicable, the laws of the Emirate of Dubai, excluding conflict-of-law rules.
- 22.2. If a dispute arises out of or in connection with the Terms and Conditions for Rental, Purchase and Delivery or the confirmed Purchase and/or Rental order and/or any Rental or Purchase or service agreement or any question as to their existence, validity or termination, AT-PAC and the Customer shall first seek to settle such dispute amicably.
- 22.3. In the event such dispute cannot be settled within a period of thirty (30) days calculated from the date of notice of such dispute given by either Party, either Party may refer the dispute to arbitration under the Rules of the Dubai International Arbitration Centre (DIAC). The seat, or legal place, of arbitration shall be the Dubai International Financial Centre, Dubai, United Arab Emirates. The language to be used in the arbitral proceedings shall be English. The tribunal shall consist of one arbitrator for claims below AED 500,000 and three arbitrators for claims equal to or above AED 500,000, unless the Parties agree otherwise in writing. Nothing in this clause prevents either Party from seeking interim, conservatory, urgent or enforcement relief from any competent court or authority.

23. Priority of Documents

- 23.1. In case of conflict or inconsistency, the following order of precedence shall apply: (1) any signed special conditions or contract form expressly executed by authorised signatories of both Parties; (2) the AT-PAC Offer; (3) these General Terms and Conditions; (4) the Schedules/Bill of Quantities; (5) AT-PAC drawings, calculations and technical documents; and (6) Customer confirmation or purchase order. Customer standard terms, purchase order terms, back-to-back conditions, site terms or other terms shall not apply unless expressly incorporated and signed by AT-PAC.

24. Customer Indemnity

- 24.1. The Customer shall indemnify and hold harmless AT-PAC, its affiliates, directors, officers, employees, agents and subcontractors from and against all Losses arising out of or in connection with: (i) misuse, unsafe use, improper storage, unauthorised modification, mixing, overloading, erection, dismantling or operation of Materials; (ii) Site conditions or Customer-provided information; (iii) injury, death or property damage caused by the Customer, Site parties or third parties under the Customer's control; (iv) liens, seizure, attachment, vesting, obstruction or refusal of access affecting AT-PAC Materials; (v) breach of Applicable Law; and (vi) breach of the Agreement by the Customer.

25. Compliance with Laws, Anti-Bribery, Sanctions and Export Controls

- 25.1. Each Party shall comply with Applicable Law. The Customer shall be responsible for Project and Site compliance, permits, approvals, HSE obligations, import/export requirements, customs clearance where applicable, and all legal requirements relating to its use, storage, erection, inspection, operation, modification and return of the Materials.
- 25.2. The Customer shall comply with all applicable anti-bribery, anti-corruption, anti-money laundering, sanctions, trade control and export control laws and shall not use, resell, transfer, re-export or make available the Materials, technical documents or services in breach of any such laws or to any sanctioned person, restricted party or prohibited destination.
- 25.3. AT-PAC may suspend or terminate performance immediately without liability if AT-PAC reasonably believes that continued performance may breach Applicable Law, sanctions, export controls, anti-bribery laws or internal compliance requirements.

26. Entire Agreement and Exclusion of Customer Terms

- 26.1. The Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior discussions, quotations, proposals, representations or understandings, except to the extent expressly incorporated in writing. No Customer purchase order, acknowledgement, portal term, site condition, back-to-back term or standard condition shall amend, override or supplement these General Terms and Conditions unless expressly agreed in writing by AT-PAC.
- 26.2. AT-PAC acts as an independent supplier. Nothing in the Agreement creates any partnership, joint venture, agency, employment, subcontracting or fiduciary relationship between the Parties. Unless expressly agreed in writing, AT-PAC is not the Customer's subcontractor and does not assume any obligations owed by the Customer to any employer, main contractor, consultant, authority or third party.

27. Severability, No Waiver, Cumulative Remedies and Legal Costs

- 27.1. If any provision of the Agreement is held invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect and the Parties shall replace the affected provision with a valid provision that most closely reflects the original commercial intent.
- 27.2. No failure or delay by AT-PAC in exercising any right or remedy shall constitute a waiver. AT-PAC's rights and remedies are cumulative and not exclusive of any rights or remedies provided by Applicable Law.
- 27.3. The Customer shall reimburse AT-PAC for reasonable legal, expert, collection, enforcement, storage, demobilisation, repossession, transport and other costs incurred by AT-PAC in enforcing the Agreement or recovering unpaid amounts or Materials following Customer default.



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