

## Conditions of Contract

CONDITIONS UPON WHICH WORK IS DONE, BELONGINGS ARE REMOVED AND/OR PACKED AND/OR WAREHOUSE AND/OR SHIPPED AND/OR DISTRIBUTED BY DUBAI ARABIAN SHIPPING AGENCY 'DASA' (HEREINAFTER CALLED THE COMPANY. The expression 'The Company' shall mean Dubai Arabian Shipping or its subsidiaries, associated companies, assigns, trading styles (specifically including the name DASA). The person with whom the company does business under the conditions being hereafter referred to as 'THE CUSTOMER'.

1. EVERY CONTRACT. The contract between the Company and the customer shall be construed and governed by the laws and regulations of the United Arab Emirates.
2. ESTIMATES AND QUOTATIONS are issued by the Company on the basis of acceptance in accordance with their terms. Further, unless otherwise agreed in writing the Company shall after acceptance be at liberty to revise quotations or charges set out in estimates and quotations with or without notice in the event of charges occurring in currency exchange rates, freight charges, insurance premia or any other charges applicable to the Contract.
3. CUSTOMS WARRANTY. The Customer declares that the goods handed to the Company are either their own unencumbered property to that they have the full and absolute authority of all persons owing or interested in the goods to any extent to enter into the Contract and agrees to indemnify the Company against any claims, charges, costs and demands against it by any such persons.

CUSTOMERS RESPONSIBILITY, It is the responsibility of the Customer

A Either to be present (either personally or by a person duly authorized by them in writing) during the course either of the removal to see that nothing requested to be moved is left behind and that no goods and/or fixtures are removed from or delivered to such unattended premises or where such other third parties are present.

B To ensure that protection is arranged for any goods left in unattended premises or where third parties are present. The Company shall not be liable for damage or loss (however caused) where goods are removed from or delivered to such unattended premises or where such other third parties are present.

C No to submit to carriage, removal, distribution and/or storage, jewelry, watches, trinkets, precious stones and metal, money, deeds, securities, stamps, coins and livestock and will only, with prior written agreement of the Company submit for carriage, removal, distribution and/or storage, sculptures and any other art objects.

D Not to submit for carriage, removal, distribution and/or storage any dangerous, damaging or explosive article or substance or any perishable article or substance likely to attract or encourage vermin or other pests or likely to cause infection or harm due to decay or otherwise. The customer hereby indemnifies the Company against all claims made and to any loss or damage that may be suffered by the Company or any third party through the presence of any such article or substance and will except in the case of emergency advise the Customer of any such actions (The Company at its discretion to decide what constitutes a 'case of emergency').

E To advise the Company of the value of any article or articles whereby the individual value thereof exceeds US\$ 5,000.00 (or the equivalent thereof).

F To furnish the company (upon his request) with all duties, expenses and fees payable and all documents relating to the goods which may be required for the purpose of their carriage, removal, distribution and/or storage.

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G To furnish an address to which communications are to be directed and to register his signature with the Company or its appointed agent for mutual protection. The Customer shall currency of the Contract notify any changes of such address.

After receipt of goods into the depository a receipt or inventory of the goods sent to the Customer by the Company shall be final and conclusive between the Company and the Customer and no discrepancy shall be recognized or entertained unless it is pointed out by the Customer within seven days of receipt of the inventory. An inventory shall not be required to state the contents of any article, suitcase or any other container or the condition of any of the goods by the absence of such a statement or the fact that reference is made to the state and condition of any goods shall not create an inference that the goods or the remainder were not previously damaged.

4 WORK NOT ALLOWED. Unless agreed in writing any quotations or estimates issued by the Company shall not include the taking down or putting up of unit furniture, fitments and fixtures. The taking down, removal and putting up of televisions or the like, the disconnection or reconnection of appliances and fittings of any description, the laying of fitted floor coverings, the movement of deep freezers loaded with goods or of air condition units not dismantled or any work which is liable to or which renders any employee of the Company or third party at risk of suffering injury or deaths. Should such work be undertaken by an employee, sub-contractor or agent of the Company at the request of the Customer without the prior written agreement of the Company, the Company shall not be liable for any death, injury, loss or damage howsoever caused.

4 PAYMENT- except as otherwise specifically provided in the Contract, the Company's charges shall be payable to it or its appointed agents in advance and before carriage removal, distribution and/or storage. All sums shall be paid to the Company in cash or by prior arrangement by cheque strictly in accordance with the terms of contract without deduction and payment shall not be withheld or deferred on account of any claim, counterclaim or set-off. All sums due under the terms of this Contract whether in respect of carriage, removal, distribution and/or storage shall in the event of non payment bear interest at a rate of 2 % above United Arab Emirates Diber compounded on a monthly basis from the date the sums become due until settlement. A claim or dispute shall not be made the reason for deferring payment of any monies payable to the Company. In addition, the company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations that might be due in respect of the carriage, removal, distribution and/or storage of the goods.

5 ABANDONED GOODS – Where for any reason goods cannot be delivered or where goods are held for Customer “to be kept until called for” or similar instruction and such order is not given or such goods are not removed within a reasonable time the Company shall be under no liability whatsoever for loss or damage to the goods and may 21 days after giving the Customer notice to do so sell the same and may deduct out of the proceeds of sale all proper charges due to it in respect of the carriage, removal, distribution, and/or storage of the goods and any other expense incurred by the company in relation thereto.

## 6 POSTPONMENT AND CANCELLATION

A If removal work is cancelled by the Customer, the Company shall be entitled to make the following charges:-

(i). if more than ten days before the removal work is due to be carried out-NIL



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- (ii) if ten working days or less but more than seven working days-25% of the removal charge
- (iii). Seven working days or less- 100% of the removal charge

B If removal work is postponed by the customer, the Company shall be entitled to make the following charges:-

- (i) If more than ten days before the removal is due to be carried out- Nil
- (ii). if ten working days or less but more than seven days 15% of the removal charge
- (iii).Seven working days or less-20% of the removal charge

C If any of the work is either cancelled or postponed by the customer, the Company shall be entitled to charge the cost of all work carried out prior to and as a result of the cancellation nor postponement can be accepted where goods for shipment have left the company premises.

### 8. LIABILITY OF THE COMPANY

LOSS OR DAMAGE TO THE GOODS- The Customer bears all the risks of loss or damage to goods during carriage removal, distribution and/or storage and neither the Company nor any of its employees shall be liable for any loss or failure to produce or damage (however caused) to the goods and accordingly no claim shall be made upon the Company in respect of any loss, failure to produce or damage to any articles however caused unless the Customer can prove gross negligence on the part of the Company or its employees in particular and notwithstanding the foregoing the Company shall not be liable for any loss failure to produce or damage howsoever.

(i). By fire

(ii). By war invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, insurrection or military usurped power, strikes, labour disputes, wear and tear of gradual deterioration, leakage or deficiency of articles of a perishable nature or acts of God, or due to causes beyond the Company's immediate control or due to the actions of third parties whether criminal or otherwise.

(iii) Moths or insects of any kind or vermin or other pests.

(iv) Arising from any process of cleaning, repairing or restoring unless such cleaning repairing restoring of the goods was carried out by the Company themselves and at the request of the Customer.

(v) To any articles in wardrobes or drawers or in any package bundle, suitcase or other container not both packed and unpacked by the Company's employees.

(vi) To jewelry, watches, trinkets, precious stones and metals etc., money, deeds, securities, stamps, coins, livestock and in addition any sculptures or other art objects submitted for carriage, removal, distribution and/or storage without the prior written consent of the Company.

(vii) Where goods are removed from or delivered to unattended premises where third parties are present.

(viii) Where the loss or damage is due to any inherent defect in the goods or their mechanical, electrical, perishable, fragile or brittle nature.