

TERMS AND CONDITIONS
for
Manufacture, Delivery & Installation of Kitchen and Wardrobes

First Party: Becker Ideen & Design

Second Party: Purchaser

General condition:

- 1.) After receiving the second payment we will trigger the date of the delivery order and the start of the installation.
- 2.) Any payment against order placed or delivered will not be refunded under any circumstances.
- 3.) The delivery schedule can be changed on prior notice.
- 4.) If site engineer from the **First Party** notice that the site is unsuitable and that fixing of kitchen is likely to cause damage the kitchen due to bad site condition or corrosive environment , they will inform the **Second Party** and record this concern on delivery document and such concern, the **First Party** is not liable for any damages.
- 5.) Electrical & Civil works, sink fixing & other plumbing works, ducting of hood has to be done by **Second Party** as per Drawing.
- 6.) Once the kitchen or wardrobe is delivered it will start the installed within 10 days, if any delay, it will be inform to **the Second Party** on prior notice.
- 7.) Granite installation will be after installation of kitchen cabinets.
The **First Party**, if is in the scope of work, will provide an supplier for the kitchen top and will do the nessassary drawings for the supplier for sizes, hob and sink cut out on kitchen top.
Marble and Granite and other natural stone there will be chances of variance in color and shades.
Marble absorbs liquids. Protect against spills. This is a natural stone product, there will be variations in pattern, texture or color.
Please do not clean with the any chemicals and acids.
Any counter top is supplied through a **Third Party** and exclude all warranty from the First Party.
- 8.) Appliances as well sink and mixer is providing from the **Second Party**.
Second Party can apply the **First Party** to provide in a separate contract the appliances, sinks and mixers. All appliances. sinks and mixers is provide from a **Third Party** and exclude all warranty from the **First Party**.
- 9.) Cut-out and fittings (installation) for the cook top, top mounted sink and mixer tap . This does not include connection to services.
As well all fittings of appliances to cabinets does not include connection to services . All connections must be completed by a qualified tradesperson by **Second Party** side.
- 10.) Any work permit or passes should be provided by **Second Party** in respective premises.

ARTICLE 1 – PREAMBLE

The **First Party** quoted for the work through quotation with all information about the purchaser and description of the purchasing. **Second Party** accepted rates as mentioned in the quotation, and both parties agreed to go into contract.

Agreement based upon the following documents:

- 1) Quotaion
- 2) Specification of the Project
- 3) Shop drawings

Both Parties agreed the with the quotation and is considered as part of a contract and is the base of this agreement.

ARTICLE 2 – WORK

The **First Party** shall do all works as specified or indicated in the contract document. The work is generally described as follows:

Manufacture and delivery as mention in the quotation with or without installation.

A - Manufacture.

All production of the purchasing shall be manufactured in accordance with the specification and client's approval.

B - Installation.

- installation will be the responsibility of **First Party, if applicable in the quotation.**
- If required hardware of any others which is not in scope of work, it will be supplied by the **Second Party, First Party** will take of the installation of hardware. might be an additional cost if its out of the range.

ARTICLE 3 - CONTRACT PERFORMANCE TIME

Private Villa Project's:

General the total duration of fabrication and installation of the scope of work is 120 - 140 days. Starting from the date of signing the contract agreement, sample approval, approval of shop drawings, site readiness and availability of approved hardware/accessories and receipt of advance payment .

Commercial Project's with more than 20 Kitchen:

Duration of fabrication and installation of the scope of work is depend on Quantity and time frame.

Starting from the date of signing the contract agreement, sample approval, approval of shop drawings, site readiness and availability of approved hardware/accessories and receipt of advance payment .

ARTICLE 4 – CONTRACT PRICE & TERMS OF PAYMENT

The **Second Party** shall pay the **First Party** for the completion of works in accordance to contract documents and contract value. Any delay of advance payment the **First party** has the right to evaluate the quote with the new prices according to the increasing of the market.

PAYMENTS:

- The **Second Party** shall pay to the **First Party** as per **First Party's** quotation on the stated date with the accomplishment of works as stated.
- The advance payment shall be made by signing the contract, latest within two week.
- Other progress payment shall be paid within one week after submittal invoices from **Frist Party**.
- All payments are in Dirhams.

ARTICLE 5 – ADDITIONAL CLAIMS

Any claim(s) for additional expenses, losses, or damages that either party may consider himself entitled to under the terms and conditions of this contract, shall be presented in writing by the affected party (as whole and detailed as possible) to the other party.

Both parties shall discuss and settle such claim(s) within reasonable time. Unresolved claims shall be considered disputes subject to the provisions of Article (11), provided always that neither party is entitled to withhold or deduct amounts in respect of such claims from any sums due or may become due to the other party under the contract.

ARTICLE 6 – CHANGES TO SCOPE AND PRICE

The **Second Party** has the right to increase or decrease the scope of works of this contract within 20% of contract value, plus or minus, without changes in the contract unit rates and in case of increase or decrease of scope of work beyond 20% of contract value, the First Party has the right for re-pricing.

ARTICLE 7 – SUSPENSION OF THE WORK AND/OR TERMINATION OF THE CONTRACT

If the progress of the Work is suspended by the **Second Party** and if permission to resume is not given by the **Second Party** within a period of two weeks from the date of suspension, **First Party** may serve a written notice on the Second Party requiring permission to proceed with the work, and if such permission is not granted within one week, the **Fist Party** may by further written notice, treat the suspension as a termination of the Contract.

In case of termination of the contract the Second Party has to pay a compensation fees to the First Party 20% of the contract amount.

ARTICLE 8 – DELAYS AND ADDITIONAL COSTS

In the event of delays to the progress of the work, being caused by any of the following, **First Party** shall be entitled to equivalently extend the performance times as stipulated in "Article 3 " herein :

- I. Unreasonable interference or damage to the work by the **Second Party** or by others employed or retained by the **Second Party**.
- II. Late receipt: of instructions from the **Second Party**, design information, approvals of drawings, samples, invoices and any other relevant documents for performing the works, beyond 21 days period from the **Second Party**.
- III. Additional work directed by the **Second Party**, which will cause / effect extension of performance time, equivalent to its work content of more than 20% of contract value of the whole scope of work .
- IV. Instructions from the **Second Party** to postpone, delay or suspend the Work or any portion thereof.
- V. Failure of **Second Party** to fulfill in a timely manner any obligation set forth in this agreement.
 - a. In the event of the delay of the progress of the Work being caused by *force majeure* or any other circumstances beyond the control of either the **Second Party** or the **First Party**, the **First Party** shall be entitled to a corresponding extension of performance time only.
 - b. In case of payment delays to the **First Party**, will be delay in completion of scope of work and penalty will be apply with AED 250 daily upto the missing amount is paid.
 - c. In case of delays by the **First Party**, penalty applied for delay in completion of the contract scope works shall be AED 150 daily, subject to a maximum of 10% of contract value.

ARTICLE 9 – WARRANTIES AND GUARANTEES

General Warranty: 5 years

The **Second Party** will inform any claim of repairing to the **First Party** within 5 years after delivery. **First Party's** option, replace any portion of the work that is defective as a result of defective for the majeure materials of the First Party, or workmanship provided by the First Party.

Exclude is all accessories by providing from supplier of the First Party. The **First Party** do not take any guarantee or warranty for wear, damages and faults by a strange influence as well as by an improper treatment of the Kitchen, Wardrobe or other kind of work which was deliver from the **First Party**.

If the **Second Party** wants to have the installation on site, even the site is still under construction and not ready for actual installation, the **Second Party** is responsible of any damages and all cost for repairing and new delivery of items.

The warranty are limit applicable if Air Condition on site is not working.

All scope of work shall be installed after connecting the Electricity and working the Air Condition.

ARTICLE 10 – MISCELLANEOUS OBLIGATIONS OF THE FIRST PARTY

- The **Second Party** shall provide good and suitable storage area for all supplied items from the First Party.
- Permits for site works from legal authorities (if required) are the **Second Party** responsibility.
- Site facilities (Accommodate for the labour of the **First Party**, water, electricity ... etc.) are provided by the **Second Party** free of charge to **First Party**.

ARTICLE 11 - DISPUTES

All disputes that cannot be resolved amicably shall be finally settled under the arbitration Regulations of the United Arab Emirates. Shall be governed as per the terms & conditions of the Main Contract on back to back within the jurisdiction of Emirates.

ARTICLE 12 – LAW

The contract document shall be construed and interpreted in accordance with the law and regulations of United Arab Emirates.

In witness where of, the **First Party** and the **Second Party** hereby affix their signatures in two copies both intending to act as originals. All pages of this contract document have been initialed by both Parties.