



STANDARD TERMS AND CONDITIONS

1. APPLICATION

1.1 These conditions shall apply to any contract for the sale of equipment or materials and/or the carrying out of installation and/or commissioning by the Company and are to assist both the Customer and the Company in clarifying respective responsibilities and supersede any previous terms and conditions of sale, installation and commissioning published by the Company.

1.2 In these Conditions, the following expressions shall have the following meanings;

"Completion" means the successful completion of Installation and/or Commissioning;

"Completion Certificate" means the certificate of completion issued by the Company to the Customer following Installation and/or Commissioning;

"Completion Date" means the date upon which the Completion occurs;

"Acknowledgement of Order" means the Company's acknowledgement in writing confirming the Contract;

"Additional Item(s)" means the following where incurred: any special packaging costs under clause 4.3.; transportation costs under clause 4.3. where the Customer has requested express delivery or any other similar service; or any extra costs incurred as a result of delay caused by the Customer;

or any variation required by the Customer and accepted by the Company in respect of the Equipment or the services.

"Commissioning" means the engineering test to be carried out on and at the site to Equipment whether supplied by the Company or not in accordance with the Specification;

"the Commissioning Engineer" means the Company's Commissioning Engineer;

"the Company" means Khayber Fire and Security Systems, its assignee(s) and/or its sub-contractor(s);

"the Contract" means any quotation or contract for the supply of Equipment and/or the carrying out of Installation and/or commissioning by the Company on these conditions of sale of Equipment, Installation and Commissioning and any other document incorporated in a contract between the Company and the Customer;

"the Customer" means the buyer or employer under the Contract.

"the Equipment" means the equipment or materials the subject of the Contract;

"Installation" means the civil works to be carried out on and to the site in order to install the Equipment whether supplied by the Company or not in accordance with the Specification;

"Normal Working Hours" means 7.00am to 4.00pm, Sunday day to Thursday excluding holidays defined under Bahrain Labour Law and days in lieu thereof;

"Working Day" means Sunday to Thursday.

"the Site" means the site where the Installation and/or Commissioning is to take place;

"the Site Representative" means the Customer's site representative who is technically competent and qualified and has specific knowledge of the Site, the Installation and Commissioning;

"the Specification" means the detailed list of works of Installation and Commissioning to be carried out on and to the Site and attached to the Contract;

2. OTHER TERMS OR REPRESENTATIONS

2.1. No other standard Conditions or Terms shall apply to the Contract.

2.2. The Customer shall not rely upon any oral terms or representation unless confirmed by the Company in its Acknowledgement of Order or any document referred to in it.

2.3. Any terms specified by the Company in its Acknowledgement of Order or any document referred to in it or any subsequent document issued by the Company shall override these Conditions with which the term is inconsistent.

3. AGREEMENT

3.1. The Company shall be bound by any Contract only on despatch of an Acknowledgement of Order signed by a duly authorised signatory of the Company or upon delivery of goods or upon commencement of work A quotation given by the Company is not an offer capable of completion so as to make it a binding Contract.

3.2. The Customer shall immediately notify the Company of any material error in the Acknowledgement of Order.

3.3 If any term put forward by the Customer is inconsistent with these Conditions or any other term specified by the Company, the Company's Acknowledgement of Order shall be deemed to be a counter offer capable of completion by any conduct by the Customer indicating intention to proceed with the transaction.

3.4. The Company reserves the right to refuse to accept any order based upon a quotation more than 60 days old in age unless otherwise stated in the quotation to be open for a longer period and the quotation has not been withdrawn in that period.

4. SALE OF EQUIPMENT

4.1. Where no specific instructions are given to the Company about the manner in which the Equipment is to be delivered or the delivery address then unless otherwise specified in the Company's Acknowledgement of Order, the Company shall deliver the Equipment to the location mentioned in the Acknowledgement of Order by such transport and in such instalments as the Company shall determine.

4.2. Delivery will normally be within the time stated in the quotation or superceded by that specified in the Acknowledgement of Order but time is not of the essence of the Contract.

4.3. Any other method of delivery or any special packaging requirements must be specified by the Customer at the time of the order and shall be an Additional Item.

5. NON-DELIVERY AND DAMAGED EQUIPMENT

5.1. The Company shall be under no liability arising from their choice of carrier or carriers, or from the act or omission of such carrier or carriers.

5.2 The Company shall not be liable for any expenses, losses or damages caused by any delay in delivery and delays shall not entitle the Customer to rescind the Contract.

5.3 If the Customer is unable to take delivery of the Equipment when it is ready for delivery the Company shall be entitled to invoice and be paid for the Equipment as if they had been delivered. The Company shall arrange storage for the Equipment and the cost of storage shall be an Additional Item.

5.4 Where the Equipment is to be delivered in instalments, each delivery shall constitute a separate Contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

6. INSTALLATION

6.1. If specified in the Company's Acknowledgement of Order, the Company shall install the equipment at the Site mentioned in the Company's Acknowledgement of Order.

6.2. The Installation shall be in accordance with the Specification (if any) and in accordance with the relevant Standard Code of Practice applicable to the Installation current at the time of the Acknowledgement of Order.

6.3. Unless otherwise stated in the quotation or Acknowledgement of Order, all prices for Installation are based on the assumption that the Equipment will be surface fixed. Any additional work required to install the Equipment or to achieve a flush Installation shall either be provided by the Customer at its cost, including any redecoration that may be necessary or shall be an Additional Item. Unless otherwise specified in the quotation or Acknowledgement of Order the Company shall not be obliged to reinstate or make good any part of the premises at the Site which may be affected by the Installation.

6.4. Unless stated in the Acknowledgement of Order or Specification no installed drawings have been allowed for in the price of Installation.



STANDARD TERMS AND CONDITIONS

6.5. The Company accepts no responsibility for the co-ordination of Installation with any other services provided by third parties. The Company will provide such information as may be reasonably requested by the Customer to assist any such third party, but any alterations to or any re-working of the Installation required by such co-ordination shall be an Additional Item.

6.6. Any request for alterations to or additions to the Installation whether by way of variations or otherwise must be in writing and shall be an Additional Item.

6.7 Unless stated in the Specification or Acknowledgement of Order, no allowance has been made in the price for any interconnection of the Equipment to any other system or equipment at or on the Site to facilitate the shutdown of the Equipment or remote control.

6.8. Where the Equipment is required to meet a particular level of audibility, whether relating to an identified level of clarity or minimum volumes, the Company accepts no liability to comply with these requirements when the quantities and/or location of Equipment has been instructed by a third party, whether as detailed on layout drawings or equipment schedules or otherwise. If required the Commissioning Engineer will carry out a full audibility test on completion of the Installation and report on any defect as an Additional Item. The cost of any work involved in raising the level of audibility shall be an Additional Item.

6.9. The price for the Installation shall include Commissioning upon completion of the Installation in accordance with clause 7.

7. COMMISSIONING

7.1. Where the Equipment to be Commissioned has not been installed by the Company, the Customer will be required to provide on the Site for the period of Commissioning, a Site Representative.

7.2. Before the Commissioning Engineer will commence any connection or testing work as part of the Commissioning, the Customer must issue to the Commissioning Engineer for retention a complete set of all cable tests and wiring schematics.

7.3 Where the Commissioning involves fire alarm systems, any documents not available to the Commissioning Engineer, will be recorded on the Certificate as being a variation from BS 5839 Part 1.

7.4. The Commissioning Engineer will carry out low voltage continuity earth line resistance and capacitance tests on all circuits as part of the Commissioning and any failures will be notified to the Site Representative who will be required to instigate the clearance of these faults.

7.5. The Commissioning Engineer must be satisfied prior to commencement of Commissioning that all cables are clearly marked and identifiable as well as all conductors. With particular regard to Commissioning involving fire alarm systems all cables and conductors must be appropriately identified and if not this will be recorded on the Certificate as a variation from BS 5839 Part 1.

7.6. In the event of any delay of Commissioning and which is not due to the failure of the Company and whether caused by the Customer or otherwise, the Company retains the right to charge as an Additional Item for either an abortive visit or for the additional hours incurred in waiting for the faults to be rectified. Any such Additional Item will be charged at the then hourly rate for Commissioning services. In addition, any time lost due to lack of access to the site on the pre-arranged day, incomplete works, unavailable access equipment or lack of installed drawings will be charged as an Additional Item.

7.7. The Commissioning Engineer will provide a separate docket covering the additional time involved in Commissioning which must be signed by the Site Representative. The failure by the Customer to acknowledge and accept these charges as they are incurred will result in the Commissioning Engineer not returning to the Site to complete the works.

7.8. The cost of Commissioning only includes the final connection of any control Equipment. All field Equipment must be connected by the time the Commissioning Engineer attends the Site. If any cables are to be terminated by the Commissioning Engineer then these must where applicable be glanded off and stripped ready for termination.

7.9. No detector heads are to be installed by the Customer until the Commissioning Engineer has carried out his own particular test to the respective circuits. The Customer shall be responsible for the fitting of the detection head once the Commissioning Engineer is satisfied. As far as the fitting of detector heads is concerned, the Commissioning Engineer will only be involved in the setting of detector address prior to Installation. Where protective covers are

provided as part of the original packaging, this must be left in place until removed by the Commissioning Engineer.

7.10. The Customer will be required to provide all analogue and addressable systems programming data at least 10 working days prior to Commissioning. The failure by the Customer to provide such data may delay the Commission for which the Company will not be liable. The delay in providing this data may also require the Commissioning Engineer to make an additional visit or visits for which an Additional Item may be charged.

7.11. The Customer is responsible for and required to make available to the Commissioning Engineer all installed drawings and zone charts for specific schematic drawings. If requested at the time of commencement of Commissioning, the Commissioning Engineer will during such Commissioning be prepared to assist to ensure that on addressable systems the correct address numbers are provided for inclusion on their own as installed drawings.

7.12. Any Equipment supplied by the Company which is to be commissioned will be tested in the presence of the Site Representative.

7.13. The Customer is required to give at least 10 working days notice for the attendance of the Commissioning Engineer.

7.14. The Commissioning allows for one final handover to the Customer. In the event the Customer requires any third party to be present to approve the Commissioning then the Customer must arrange and any additional visit required to demonstrate the system to any third party will be an Additional Item.

7.15. The Company reserves the right to withhold Commissioning if the Customer is in default of the agreed terms of payment.

8. DATE FOR INSTALLATION AND/OR COMMISSIONING

8.1. The Installation and/or Commissioning shall be carried out by the Company during Normal Working Hours unless otherwise specified in the Acknowledgement of Order. Any date mentioned by the Company in the Acknowledgement of Order is an estimate only and not a term of the Contract.

8.2. If Installation and/or Commissioning is delayed by any circumstances outside the Company's reasonable control (including, without limitation, war, civil disorder, natural disaster, fire, flood, theft, industrial dispute, delay by suppliers carriers or other subcontractors, inability to obtain materials labour or manufacturing services from usual sources, manufacturing faults, or acts of omissions of the Customer), the date for Installation and/or Commissioning shall be extended until a reasonable time after such circumstances have ended.

8.3. The Customer's completion of Installation and/or Commissioning shall constitute a waiver of any claim by the Customer in respect of delay.

8.4, The Customer shall pay as an Additional Item for any work carried on outside the Normal Working Hours. 8.5. Any act or omission of the Customer causing any delay of 30 minutes or more during the Normal Working Hours shall be charged as an Additional Item.

9. COMPLETION

9.1. The Equipment, Installation and Commissioning shall be deemed to have been accepted by the Customer and in all respects in accordance with the Contract on signature by the Customer of the Completion Certificate, or where the Equipment is not installed by the Company upon the expiration of three days after delivery unless the Customer gives notice rejection within that period.

10. THE CUSTOMER'S OBLIGATIONS

10.1. The Customer shall ensure that the Site and access to it are safe and suitable for the delivery, Installation and Commissioning of the Equipment, that all necessary licenses and consents have been obtained, and that there are suitable power supplies for hand-tools, adequate lighting, toilet and rest facilities, secured facilities for the storage of plant and machinery necessary to carry out the Contract and an acceptable and safe working environment. 240 volt AC 13 amp unswitched fused spur supplies are to be provided adjacent to the proposed panel/charger/control location/s which must be certificated to the current edition of the IEE Wiring Regulations.

As far as access to the Site is concerned, the Customer will be expected to provide the Company with such information and plans



STANDARD TERMS AND CONDITIONS

as may be reasonably required including details of any security arrangements to enable the Company to fulfil its obligations under the Contract.

10.2. The Customer shall provide at its own cost the Company with all facilities and help that it may reasonably require including (without limitation) access to the Site at all times, parking space and all necessary ladders and scaffolding or other items required for access to the Site, which shall be safe to use and comply with all relevant Health and Safety legislation and in particular with regard to fire alarm beam detectors, suitable access will be required to safely access both ends of each beam set simultaneously.

10.3. The Customer must advise the Company of the existence of concealed pipes, wires and cables for water, gas, electricity, telephone, computer, data communication and other such services affecting the Site and shall confirm the location of such services to the Company before Installation and/or Commissioning commences. In the absence of such notice, the Company accepts no liability for damage to such services or any loss, damage or injury whatsoever incurred or sustained in consequence thereof as the Customer hereby acknowledges, and the Customer shall indemnify the Company against any claim whatsoever for loss damage or injury resulting from damage to such services as aforesaid.

10.4. The Customer shall be responsible for and reimburse the Company for any charges made by the Police, Fire or any other authority to the Company in connection with the Installation and/or Commissioning.

10.5. The Customer shall only operate the Equipment after the Completion Date and in the case of Equipment installed by the Company shall only operate the same in accordance with the written information and instructions which may from time to time be supplied by the Company to the Customer.

10.6. Such facilities as are reasonably requested by the Company and not provided by the Customer and which are necessary for the Installation and/or Commissioning, shall be provided by the Company and charged to the Customer as an Additional Item.

10.7. The Customer shall ensure that there is no interruption to the work of Installation and/or Commissioning. The price is based on the assumption of full continuity of work and that the Company shall have unhindered access during normal working hours.

10.8. The Customer shall be responsible for complying with all instructions of the Manufacturers of the Equipment for its use, particularly with regard to any environmental conditions.

11. PRICE AND PAYMENT TERMS

11.1. The price payable under the Contract shall be as specified in the Company's Acknowledgement of Order. The price specified is nett and no deduction for early settlement or retention or for any set-off or counterclaim may be made. Unless specified in the Acknowledgement of Order, no main contractor's discount has been allowed for in the price.

11.2. Unless otherwise stated, any Additional Items shall be added to the price.

11.3. Unless otherwise specified in the Acknowledgement of Order the Customer shall pay the price and Additional Items (if any) as follows:

- (i) in the case of Equipment, immediately upon delivery;
- (ii) in the case of Installation and/or Commissioning within 30 days of the end of the month in which the Completion Certificate is issued;
- (iii) in the case of any interim account, within 30 days of the end of the month to which the account relates.

11.4. The Company shall be entitled to render to the Customer an interim account every month for all work of Installation and/or Commissioning where the work at the start of the Installation and/or Commissioning estimated is likely to exceed 20 working days.

11.5. The Company reserves the right to charge interest at 5% for the time being on any overdue payments until repaid in full.

11.6. The Company reserves the right to recover from the Customer all direct expenses reasonably incurred by the Company in connection with any overdue sums.

11.6.1. Without prejudice to any other rights of the Company, if there is any reason to doubt that the amounts due from the Customer under the Terms of the Contract will be paid in full according to the Terms thereof, then the Company reserves the right to payment in full before delivering the Equipment or

performing the Installation or Commissioning or any other services whatsoever for the Customer.

12. RETENTION OF TITLE

12.1.1. Legal ownership of the Equipment is to remain vested in the Company until both the price for the Equipment and any Additional Items have been paid for in full, and until full payment has been received by the Company under any other contract with the Customer for which payment is outstanding;

12.1.2. Failure to pay the full amount when due shall give the Company or its employees or agents, the right to repossess the Equipment (and enter the Customer's premises for that purpose if necessary) with or without notice and without liability and, at its option, to avail itself of any other legal remedy;

12.1.3. The Company shall have the right to sell the Equipment once they have been re-possessed under this Condition.

12.2. Notwithstanding this Clause 12, the Company shall be entitled to maintain an action for the price of the Equipment and Additional Items at any time after the date when payment is due.

13. VARIATION WORK

13.1. The Company will consider any reasonable request by the Customer in respect of variation work, whether by way of addition, omission, or substitution of any work, whether Installation or Commissioning. The price of any such variation work shall be an Additional Item in accordance with the Company's day work rates.

14. CANCELLATION

14.1. The Company will accept a cancellation of an order for Equipment which is carried as part of its normal stock. Such cancellation must be confirmed in writing and accepted by a director of the Company.

14.2. In the case of all other orders, whether for Equipment, Installation or Commissioning the Company will not accept cancellation.

14.3. The Company reserves the right to levy a minimum cancellation charge of 10% of the value of any order for Equipment which is accepted.

15. IMPROVEMENT TO SPECIFICATION

15.1. The Company's policy is one of continued research and development and the Company reserves the right to amend or change any Equipment Specifications or products listed in the Specification at its discretion at any time without notice.

15.2. The Company also reserves the right because of difficulties in obtaining supplies to use at its discretion Equipment and materials other than those specified provided that this does not materially affect the performance of the Equipment or the system.

16. TECHNICAL INFORMATION/ADVICE

16.1. The Company does not provide drawing office facilities for the sale of equipment only, unless specifically referred to on the Acknowledgment of Sale.

16.2. Any technical information supplied by the Company shall only be relied upon by the Customer if confirmed in writing by the Company. The Company is not liable for any such technical information provided verbally by its employees. The Company relies upon the information supplied by the manufacturer of the Equipment and shall wherever so practicable supply the Customer if so requested with copies of the manufacturer's technical information.

17. LIABILITY

17.1. The Company has no special knowledge of the nature and value of the contents of the premises at the Site for which the Equipment has been specified and in which it is to be Installed or Commissioned or of the nature of the risks to which the premises and their contents will be or may from time to time be exposed. The potential loss or damage which the Customer might suffer is likely to be disproportionate to the price that can reasonably be charged by the Company under agreements of this nature. As the Customer knows or should know the extent of such potential loss or damage and is therefore in the best position to do so, it should insure against all likely risks. Accordingly the Customer accepts that it is reasonable that the Company limits its liability to the Customer as set out below, which specifies the entire liability of the Company including liability for negligence.



STANDARD TERMS AND CONDITIONS

17.2. The Company will provide insurance to cover its own liabilities:

17.2.1. up to the sum of BD 250,000 for death or personal injury resulting from the negligence of the Company, its employees or agents acting in the course of their employment;

17.2.2. up to the sum of BD 250,000 for direct physical damage to the Site to the extent to which such damage or loss is caused by the negligence of the Company its employees or agents whilst working on the Site in the course of their employment.

17.3. The Customer is required to notify the Company of any claim above as soon as is reasonably possible and in any event within 1 month of the act omission or occurrence giving rise to the damage or loss.

18. WARRANTIES

18.1. The Company shall pass to the Customer the benefit of any warranty or guarantee given by the Manufacturer of the Equipment supplied to the Customer under the Contract.

18.2. If within 12 months of delivery of the Equipment or where installed by the Company within 12 months of the Completion Date any defect (other than normal wear and tear, or corrosion) appears in the Equipment (or if carried out by the Company) its Installation, the Company shall (at its option) replace or make good the defect, save where the Installation is unreasonably delayed by the Customer, whether by default, negligence or otherwise the said period of 12 months shall be proportionately reduced by the period of delay.

18.3. The Company shall be obliged under 18.1. and 18.2. above only if:-

18.3.1. the Equipment has been operated and maintained properly and in accordance with good industry practice and with any instructions and recommendations made by the Company or the Manufacturer of the Equipment and has not been modified or misused; and

18.3.2. the Customer has given the notice to the Company within 28 days after the appearance of the defect.

18.3.3. the Customer ensures any preventative maintenance deemed necessary is carried out by competent personnel during the warranty period.

18.4. Any visits to the site of the Customer whether in connection with Equipment supplied or Installed or Commissioned will require written instructions from the Customer. The attendance of the Commissioning Engineer to the Site whether to carry out repairs, investigate reports of false alarms or faults on the Equipment whether supplied, installed or commissioned caused by misuse, damage, neglect or vandalism will be charged as an Additional Item, it shall be at the cost of the Customer at the Company's then daily work rates.

18.5. Where any Equipment is returned to the Manufacturer for repairs then unless otherwise agreed the Customer shall be responsible for the costs of carriage, to and from the Manufacturer.

19. EXCLUSION OF LIABILITY

19.1. Except as provided for in Clause 17, the Company shall not be liable to the Customer for any consequential loss or damage of whatsoever nature (including, without limitation, loss of use, production, profits, custom or goodwill, damaged property and increased operating expenses (however arising) whether from breach of contract or negligence or otherwise.

19.2. Except as provided for in Clause 17, the Company's total liability for all claims of whatever nature and however arising (whether from breach of Contract or negligence or otherwise) against the Company employees and sub-contractors shall be limited to BD 50,000.

20. CUSTOMER'S DEFAULT

20.1. If the Customer shall fail to observe and perform any of these Conditions or if any distress or execution shall be levied on the Customer's property or if the Customer shall make or offer to make any arrangement with creditors (where the Customer is an individual or firm) if an Interim Order under Section 252 of the Insolvency Act 1986 is made in respect of or a Petition in Bankruptcy is presented against the Customer or (where the Customer is a Company) if a Receiver or Manager of the Customer's

assets or an Administrative Receiver or Administrator of the Customer shall be appointed or if a Resolution or Petition to wind up the Customer shall be passed or presented, the Company shall be entitled (in addition to any other rights or remedies) it may delete or suspend performance of the Company's obligations under the Contract, or to terminate the Contract or to suspend and later terminate.

21. SUB-CONTRACTING

21.1. The Company may sub-contract the performance of all or any of its obligations under the Contract.

22. ENTIRE AGREEMENT

22.1. This Contract comprises the entire agreement between the parties relating to the subject matter hereof, to the exclusion of all other terms and conditions prior collateral agreements, negotiations, notices of intention, promises, warranties, undertakings and representations (collectively "representations") other than those representations expressly included in the Contract; the parties agree that they have not been induced to enter into this Contract on the basis of any representations other than those expressly included in the Contract; and neither part shall be bound by or liable for any representation of any kind or nature not expressly included in the Contract.

22.2. The Customer shall not rely on any variation of the Contract or any waiver of any of its terms unless contained in or evidenced by a letter or facsimile transmission or telex sent by or on behalf of the Company.

23. NOTICE

Any notice by either party to the other pursuant to these Conditions shall be given by letter or facsimile transmission or telex.

24. LAW

The Contract shall be subject to and construed in accordance with Bahrain Law.

25. ARBITRATION

Any dispute or difference of any kind whatsoever which arises or occurs between the parties in relation to anything or matter arising under, out of or in connection with the Contract shall be referred to arbitration by a single arbitrator appointed by agreement.

26 FIRE EXTINGUISHING SYSTEMS

26.1 Our quotation is based upon information provided to the Company either verbally, in writing, from drawings or from the results of a site survey.

26.2 Our proposed system, detailing extinguishing concentrations, pipe routes, and nozzle locations will be submitted to you in the form of drawings for your approval prior to commencement of installation.

26.3 It will be the Customers responsibility to co-ordinate, and check our drawing/s detailing equipment locations, and piping routes. Consideration must be made to check that our proposed installation is feasible, and will not conflict with any other services, such as lighting, ductwork etc.

26.4 Where possible we will co-ordinate locations of equipment to floor and ceiling tile layouts.

26.5 Unless stated otherwise in our offer, our system calculations are based upon those recommended in the relevant NFPA Code and Standard for the particular risk to be protected.

26.6 In the case of Gaseous systems our design is based upon the recommended flooding factors for the risk at an ambient temperature of 20°C unless specifically stated otherwise in our offer.

26.7 Our quotation assumes we are discharging our Gaseous Extinguishing Agent into an airtight area, and unless specifically detailed in our offer, no allowance has been made for leakage of agent from the hazard area, or the extra agent required to maintain the correct concentration levels due to leakage.

26.8 It will be the Customers responsibility to ensure that all openings to the hazard will be closed prior to system discharge. Doors should be made self-closing, windows should be permanently closed, and any Ducting serving the protected area should be fitted with Dampers that will automatically close prior to the discharge of the Extinguishing System.

26.9 The operation of Door Closers and Dampers should be controlled



STANDARD TERMS AND CONDITIONS

and interfaced into the Extinguishing System Fire Detection and Control Panel. Unless specifically stated in our offer the supply and installation of Door Closers, Dampers etc., and the wiring thereof will be an additional item.

26.10 After discharge the hazard area should be ventilated by means of an extract fan to external fresh air. Unless specifically included in our offer all costs associated with the supply and installation of such an extract fan will be the responsibility of the Customer.

26.11 Any changes to the structure of the hazard will affect the system design. It is vital therefore that the Company is advised of any changes so that the system configuration can be reviewed, and the necessary modifications recommended to the Customer.

26.12 Unless specifically stated in our offer no allowance has been made for any specialised requirements such as door interlocks, non-conducting pipework, weighing devices, liquid level devices etc.

26.13 Unless specifically stated our costs do not include for Discharge Testing.

26.14 Room Integrity Fan Pressurisation Tests will be carried out in accordance with International Standards. Should the room or enclosure fail the test then it is the Customer's responsibility to take any corrective measures which may be required. Alternatively the Company will carry out the necessary rectification works as a mutually agreed additional item.

28 SMALL VALUE SUB-CONTRACT ORDER

28.1 The following additional terms apply where orders are placed on us under Sub-contract terms where the order is less than BD 10,000.000.

28.2 Orders will only be accepted on a Purchase Order basis.

28.3 There shall be no sub-contract obligations

28.4 There shall be no retention withheld

28.5 The order will not be subject to any conditions between you and your client

28.6 Nothing in the terms and conditions of your order shall confer or purports to confer on any third party any benefit or any right to enforce any terms and conditions of such order.

28.7 The total indemnity to you under the sub-contract is limited to the value of your order.