

QUINTICA GENERAL TERMS & CONDITIONS

These general terms and conditions form part of the agreement between Quintica hereinafter referred to as the "Supplier" and the Customer whose name appears on the Invoice, Delivery Note, Letter of Intent or Purchase Order for the sale and purchase of goods or services. Where a prior written agreement exists between the Supplier and the Customer with respect to the Goods, the provisions of that agreement shall in all cases prevail over these terms and conditions

1. INTERPRETATION

- 1.1. In this Agreement, (i) words in the singular include the plural and vice versa, (ii) words importing a gender include any gender, (iii) references to 'clause' are references to a clause of this Agreement, and (iv) references to time shall be construed in accordance with the Gregorian calendar.
- 1.2. In this Agreement the following words shall have the meanings assigned to them:

Item	Term	Description
1	Acceptance	This means, with respect to each Deliverable, the Customer will provide written notification to the Supplier that indicates that the Deliverable has met its completion and acceptance criteria agreed with the customer. Acceptance may be partial or complete, as dictated in such notification and the Supplier shall be provided with a copy of the Acceptance Certificate
2	Acceptance Certificate	This means a certificate that signifies that a Service or applicable milestone has achieved the defined Completion Criteria.
3	Background Materials	This means any materials included in the Deliverables necessary for effective utilization thereof, in which the copyright is owned by a third party or that the Supplier prepared or had prepared outside a Statement of Work.
4	Completion Criteria	This means the various criteria specified in the relevant Statement of Work that must be met by the Service, and/or as applicable for the separate Deliverables, in order for the Service and/or such Deliverables to be accepted by the Customer.
5	Configuration Item	Shall mean any hardware, firmware, software, database, application or document supplied by the Vendor to the Customer under the scope of this agreement.
6	Customer	This means the Customer identified in the Agreement or Statement of Work or, if no customer is specified, then the Customer is the party responsible for issuing the Purchase Order
7	Deliverable	This means any Services, Materials, Equipment or Products that the Supplier delivers or in respect of a licensed product, the license to use under a SOW
8	Derivative Work	This means work based on pre-existing Materials including a compilation. A Derivative Work prepared without authorization of the copyright owner of the pre-existing Materials would be a copyright infringement
9	Enhancements	Shall mean any changes to functionality or design of the hardware and or software.

Item	Term	Description
10	Enterprise	Enterprise is any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent
11	Equipment	This means a machine, its features, elements, cables, or accessories, or any combination of them. The term Equipment includes the standard vendor supplied documentation required to install, support, use, and maintain the Equipment
12	Faults	Shall mean problems with the hardware, software or database that prevent it from performing the functions described in the user documentation.
13	Goods	Shall mean Products and Services. Refer to Products and Services.
14	Hardware	Shall mean the hardware maintained under the terms and conditions of this contract
15	Maintenance Fees	Shall mean the annual charge payable.
16	Mean Time To Repair (MTTR)	Shall mean the total time it takes to resolve the fault from the time it was first logged at the Supplier's Service Desk.
17	Materials	This comprises the work product (such as programs, program listings, programming tools, documentation, reports, and drawings) that the Supplier may deliver to the Customer during a project. The term "Materials" does not include licensed program products available under their own license agreement
18	On site Assistance	Shall mean that a Supplier's consultant or its appointed representative is present on site to resolve a fault(s) or provide advice, which could not be resolved over the telephone and/or modem.
19	Products	This means the hardware, software and deliverables specified in the Statement of Work
20	Program Products	This means commercially available software products and associated vendor supplied user documentation
21	Response Time	Shall mean the time limit within which the Supplier begins the maintenance.
22	Services	Services are the performance of a task or project, provision of advice and counsel, assistance, or use of a resource (such as access to an information data base) made available by the Supplier to the Customer.
23	Service Hours	Shall mean the working hours between 08h00 to 17h00 on working days, excluding public holidays and weekends.
24	Site	Shall mean the location where the Configuration Items are installed and operating.
25	Software	Shall mean the software maintained under the terms and conditions of this contract.
26	Statement of Work (SoW)	SoW means the document that describes the project, work to be performed (the Services), Materials to be delivered, Equipment, detailed technical and administrative requirements, payment schedule, and any Program Products to be provided, as well as any additional terms or modifications to this Agreement. A Statement of Work may include Schedules and Appendices.

Item	Term	Description
27	Supplier	This means the Main Supplier contracted by the Customer to perform the Scope of Work.
28	Telephone Support	Shall mean advice on use given by telephone and/or modem to the various members of staff appointed by the Customer.
29	Upgrades	Shall mean the recompilation, conversion or redevelopment of the hardware or software in order for it to operate.
30	Vendor	This means a 3 rd Party supplier (sub-contractor) to the Main Supplier (contractor) as defined in this agreement. (Example: Providers of hardware or software to the Supplier)

2. DISCOUNTS

- 2.1. The price of the Goods sold to the Customer is strictly nett and not subject to any discounts unless otherwise agreed to in writing.
- 2.2. If any discount is agreed in writing it shall only be allowed if payment is received by the Supplier strictly by the due date and shall only apply to the actual price of the Goods themselves and not to any levies, value-added tax, withholding tax, transport costs, insurance, storage charges or other duties or taxes.

3. DELIVERY

- 3.1. The risk in any Goods shall pass to the Customer on delivery of the Goods.
- 3.2. The Supplier shall not be liable under any circumstances for any complaint of claim for any alleged shortage in delivery or defect in the Goods unless written notice is received by the Supplier within 7 (seven) days after delivery of the Goods to the Customer.
- 3.3. The signature of the employee or agent of the Customer, which appears on the Supplier's official Invoice, Delivery Note or Waybill or that of any authorized independent carrier, shall constitute conclusive evidence of delivery of the Services/Goods purchased.
- 3.4. Delivery of Services not encumbered by the supply of goods will be deemed to commence within 14 (fourteen) days of receipt of Letter of intent, Purchase Order or duly authorized instruction to supply.
- 3.5. Where Time & Material services are provided, timesheets signed by the Customer shall construe acceptance of delivery of the services.

4. RETURN OF PRODUCTS FOR CREDIT

- 4.1. Defective products may be returned if, within 7 days of delivery, the Customer advises the Supplier of the defect by fax and returns the product within the time limits as specified in Clause 4.2 hereunder together with all documentation, accessories and media pertaining to the product. Unless this is done, the product concerned will be deemed to have been delivered to the Customer in good condition.
- 4.2. Products will only be accepted for return or credit if they are returned within 20 (twenty) calendar days of delivery, unopened with sealed disk packs and original packing intact.

5. QUALITY

- 5.1. The Supplier shall participate in achieving and demonstrating consistent and sustained quality in the Deliverables produced or supplied on behalf of the Customer. In conjunction with the Customer, the Supplier shall develop quality performance standards or goals and the Supplier's progress towards attaining these performance standards or goals shall be identified through measurements described in the applicable Statement(s) of Work. The Supplier's quality performance on completed projects for the Customer shall be considered in planning future Customer contracting activities.

6. PAYMENTS

- 6.1. Payment shall be made against invoices submitted by the Supplier within 30 (thirty) calendar days.
- 6.2. The date used for calculation of terms of payment shall be the date the Customer receives an acceptable invoice. The receive date shall be the date of the Delivery Note acceptance or the e-mail delivery receipt.
- 6.3. Payments for Services with or without the provision of Goods and including any mobilization, initiation or deposit fees shall become due within 14 (fourteen) days of receipt by the Supplier of a Letter of Award, Purchase order or duly authorized instruction to supply.
- 6.4. The Customer shall make payments to the Supplier using the Suppliers Bank Account reflected on the Invoice.
- 6.5. The Statement of Work shall specify the Charges and Payment Terms for the goods and Services that the Supplier shall provide. Where this is not specified, the following minimum terms shall apply:
- 6.6. Invoices shall includes the detail of work performed and where relevant shall include relevant supporting documentation.
 - a. *Invoices shall be paid within 30 calendar days from the date of delivery of the invoice to the Customer.*
 - b. *Invoices not paid within the period specified under Clause a shall incur an accumulated interest rate of 4% per annum above the prevailing bank interest rate and will be invoiced separately to the Customer.*
- 6.7. Invoices are to be sent to the Customer location specified in the Statement of Work. The Invoice must contain the Proposal/Project reference number and the agreed terms of payment.
- 6.8. The Supplier shall maintain account records, in accordance with generally accepted accounting practices, to substantiate all invoices.
- 6.9. The Customer shall confirm payment of Invoices by forwarding a "Confirmation of Payment" to the Supplier within 7 days of making a payment to the Supplier.

7. TAXATION

- 7.1. The pricing of the proposal/project excludes any regional, local, municipal or business rates, taxes or levies. Such additional costs shall be added to the current contract price.

8. OWNERSHIP

- 8.1. Unless otherwise agreed with the Supplier, the Supplier shall own exclusively all Materials that the Supplier produces as a result of the Services provided. The Supplier grants the Customer an irrevocable, nonexclusive, worldwide paid up license to use, execute, reproduce, display, perform, transfer, distribute, sub-license the Materials to the Customer.
- 8.2. If the Statement of Work issued under this Agreement requires the Supplier to deliver and license Program Products to the Customer's clientele, the Supplier's license terms and conditions shall be attached to the Scope of Work as an Appendix. The Customer shall not be party to the license agreement for any such Program Products nor assume any obligation for violations of it.

9. CHANGES TO THE AGREEMENT

- 9.1. Either party may request a change to the Agreement or the Statement of Work. The Customer will prepare a description of the change, called a Change Authorisation, which both Parties must sign. The terms of a Change Authorisation prevail over those of the Statement of Work and any of its previous Change Authorisations.
- 9.2. Any change to the terms and conditions of this Agreement or to the content of the Statement of Work may affect the charges, estimated schedule, or other terms.

10. DURATION

- 10.1. This Agreement shall be valid for the period that it takes to deliver the services as specified in the Statement of Work plus an additional six month period.

11. WARRANTIES

- 11.1. The Supplier warrants that all Services shall be performed in a workmanlike manner in accordance with industry standards and practices applicable to the performance of such Services.
- 11.2. The Supplier does not warrant the supply of software or hardware provided to the Customer by Vendors as the standard software and hardware warranty of the Vendor shall take precedence.
- 11.3. The Supplier warrant that the Materials, Equipment and Program Products, other than Vendor supplied products, that the Supplier provides, will perform as described in any documentation and conform to its specifications and is free from defects in materials and workmanship. The Supplier agrees to provide a warranty period for each of the Deliverable Program Products and Materials. If the Services or Deliverables do not comply with their warranties, the Supplier agrees to correct the deficiency without charge and in a timely manner. The Supplier agrees that a standard warranty for a Deliverable may be passed through to Customer's clientele who may deal directly with the Supplier. If there is a conflict between the above warranties and the Supplier's standard warranty, the more favorable warranty for the Customer shall apply.
- 11.4. The Supplier certifies the originality of the Materials prepared for or submitted to the Customer hereunder. The Supplier shall satisfactorily complete and submit to the Customer, when required, a certificate of originality and acceptance of such certificate by the Customer shall be a condition of final payment to the Supplier. The Supplier warrant that the rights that the Supplier grant to the Customer for the use or distribution of Materials, Equipment, Background Materials and Program Products do not violate any of the Supplier's intellectual property rights.
- 11.5. The Supplier warrant that Materials (programs, program listings, programming tools, and code) and Program, Products that the Supplier provides will not contain any computer viruses, "computer time bombs" or similar items, including, but not limited to, any code or instructions that may be used to access, modify, delete, damage or disable the Materials and Program Products, except as such code or instructions are typically included for purposes of bug fixes, error repair, enhancements and general maintenance and modifications.
- 11.6. The Supplier represent and warrant that all software, code and/or hardware microcode purchased, licensed, developed for, accessed or operated by the Customer or Customers has been written and tested and is capable of creating, processing, calculating, manipulating, sorting, storing and deleting date-related data without resulting in or causing logical or mathematical inconsistencies and that should a recovery of vital records be required that contain date-related data once the year 2000 has begun, the software will also be able to handle this sort of recovery without corruption or impact to current and/or future operations.
- 11.7. The Supplier shall be responsible for all reasonable costs associated with the failure to comply with the above representations and warranties including any monetary amounts that the Customer must pay or credit its Customer resulting from the Supplier's failure to comply with the above representations and warranties.

12. STANDARDS

- 12.1. All services shall be provided using internationally accepted standards as specified by the manufacturers of the products being supported under this agreement
- 12.2. Where the Customer requires the Supplier to apply Customer specific policies and standards, the Customer shall provide the Supplier with the relevant practice to which the Supplier shall be required to comply prior to the commencement of any work.
- 12.3. The Supplier shall provide the Customer with a soft copy of the as-built design specifications in all instances where architecture design work is performed by the Supplier in the implementation and support of services.
- 12.4. All as-built documentation shall be maintained under formal configuration control.

13. CHANGE MANAGEMENT

- 13.1. The Supplier may not introduce any changes to the Customer's IT infrastructure including the Configuration Items that are supported under this agreement that might compromise the quality of services or facilities; or increase the risk or integrity of the Customer's facilities or business.

13.2. The Supplier shall comply, with the Customer's, procedures for change control including processes and procedures to cover change type, response, impact, acceptance and stabilisation.

14. DOMICILIUM

14.1. The Customer nominates its business address as reflected in the Statement of Work as its domicilium citandi et executandi for service upon it of all notices and processes whether in connection with any claim or any sum due to the Supplier or otherwise.

15. NEGOTIABLE INSTRUMENTS

15.1. Any promissory note, bill of exchange or other negotiable instrument received by the Supplier from the Customer shall not be a notation of the debt for which it is given and the Supplier waives presentment, notice of dishonour and protest where applicable.

16. INSURANCE

16.1. The Customer shall at all times keep the goods sold to it adequately insured against all forms of loss. Pending payment to the Supplier for goods purchased, all benefits in terms of the insurance policy relating to the insurance of such goods are hereby ceded to the Supplier.

17. NON-DISCLOSURE

17.1. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to data and information contained in documentation, applications and databases used within the Customer's IT infrastructure.

17.2. A party's Confidential Information shall not include information which:

- a. *is, or becomes a part of the public domain through no act or omission of the other party; or;*
- b. *was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; or;*
- c. *is lawfully disclosed to the other party by a third party without restriction on disclosure; or;*
- d. *is independently developed by the other party. Results of benchmark tests run by the Supplier may not be disclosed to third parties by the Customer unless the Supplier consents to such disclosure in writing.*

17.3. The parties agree, both during the term of this Agreement and for a period of two years after termination of this Agreement and of all rights and licenses granted hereunder, to hold each other's Confidential Information in confidence.

17.4. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than the implementation of this Agreement.

17.5. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this Agreement.

18. NOTICE

18.1. All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed to the address listed in this contract (if to the Customer) or to the Suppliers address listed in the Statement of Work.

19. SEVERABILITY

19.1. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

20. WAIVER

20.1. Waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

21. LIMITATION OF LIABILITY

21.1. The Supplier shall be liable for damages arising under this Agreement which are caused by the Supplier's willful intent or gross negligence.

21.2. The Supplier's liability for actual or direct damages from any cause whatsoever arising under this Agreement shall be limited to the amounts paid to the Supplier as per the Statement of Work value unless otherwise specified in the Statement of Work.

21.3. Neither party shall be liable for any indirect, incidental, special or consequential damages, including loss of profit, revenue, data, or use, incurred by the other party, arising out of this Agreement.

21.4. The Supplier's limitation of liability shall be limited to 50% (fifty percent) of the total value of the Scope of Work.

22. ARBITRATION

22.1. All disputes arising out of this Agreement shall be settled promptly by negotiations between the parties. If no resolution has been reached within three (3) months from the date on which one party sends the order a letter describing the dispute, the latter shall be decided upon by arbitration.

22.2. The arbitration shall be held in Dubai in accordance with Rules of Arbitration under the current court laws of the Emirate of Dubai.

23. ENTIRE AGREEMENT

23.1. This Agreement and each Maintenance Schedule Annexure hereto constitutes the complete Agreement between the parties and supersedes all previous agreements or representations, written or oral. This Agreement may not be modified or amended except in writing, signed by a duly authorized representative of each party.

23.2. It is expressly agreed that any terms and conditions of the Customer's purchase order shall be superseded by the terms and conditions of this Agreement.

24. TERMINATION

24.1. The initiation fee, project startup fee or upfront payment fee is not refundable.

24.2. Either party to this Agreement shall have the right to terminate this Agreement, if any material breach thereof shall be committed by the other party, should the failing party not have initiated corrective action within 30 (thirty) days after written notice had been served. Either party shall have the right to terminate this agreement if written notification to effect corrective action is served more than three times per calendar year.

24.3. In the event of the termination of this Agreement in terms of clause 24.2 above, resulting from material breach on the part of either the Supplier or the Customer, then the innocent party shall be entitled to claim damages suffered as a result of such material breach and consequential termination without prejudice to both parties' rights to recover any further outstanding amounts.

24.4. This Agreement may be terminated by:

a. The Customer, if the Supplier is in breach of this Agreement by giving the Supplier 30 calendar day's written notice providing that any Customer liability shall be determined in accordance with the provisions of clause 24.3.

24.5. Should the Customer fail to pay the Supplier as stated in clause 6.1, the Supplier shall have the right to send a written notification of payment delays to the Customer. On the expiry of 30 (thirty) calendar days from the notification date, the Supplier may opt to suspend its services as defined in this Service Agreement until payment has been settled by the Customer.

24.6. However, either party may terminate this Agreement if "Force Majeure", as defined in clause 27, extends for more than six (6) months,

- 24.7. If the company becomes insolvent or have sequestration order made against it, or be placed under judicial management or have a liquidation order made against it, whether provisional or final, or has commenced to be wound up not being a member's voluntary winding up for the purpose of amalgamation or reconstruction, or to carry on its business under a judicial manager for the benefit of its creditors or any of them, the Customer shall be at liberty to:
- 24.8. Terminate the contract forthwith by notice in writing to the Supplier or to the judicial manager or liquidator or to any person in whom this contract may become vested.
- 24.9. Give such judicial manager, liquidator or other person the option of carrying out the contract subject to his providing a guarantee for the due and faithful performance of the contract up to an amount to be agreed.

25. SETTLEMENT OF DISPUTES

- 25.1. Any dispute or difference arising out of this Agreement not solved through reasonable discussion and negotiation, shall be referred to the arbitration of a person to be agreed between the Customer and the Supplier or, failing agreement on the appointment of an arbitrator, the dispute shall be referred to a Court of competent jurisdiction in UAE.
- 25.2. No dispute may be submitted to arbitration until all administrative remedies have been exhausted. Such remedies shall be deemed to have been exhausted if no final decision shall have been taken by the Customer within a period of one month from the date on which the Supplier submitted the application or if the Supplier shall have been called upon by the Customer to take steps to settle a dispute and the Supplier shall have failed to take such steps within a period of one month.
- 25.3. Costs of Arbitration:
- b. *The Arbitrator shall have the power to award the costs of arbitration to one or other party either in whole or in part, such costs being limited to the following:*
 - i. The Arbitrator's fee and disbursements,
 - ii. The costs of legal counsel employed by the parties in connection with the arbitration based on the UAE High Court tariff prevailing and calculated on the party and party scale or attorney/Customer scale at the discretion of the Arbitrator.
 - c. *In the event that no award of costs is made, each party shall pay its own costs and the Arbitrator's fee and disbursements shall be paid by the plaintiff.*

26. GOVERNING LAW

- 26.1. This Agreement shall be governed by and construed in accordance with the Federal laws of the United Arab Emirates and the laws of the Emirate of Dubai.

27. FORCE MAJEURE

- 27.1. Either party shall be under no liability in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of force majeure, namely circumstances beyond the control of either party which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, war, sabotage, accident, embargo, riot, civil commotion, including acts of local government and parliamentary authority, breakdown of equipment and labour disputes of whatever nature and for whatever cause arising including (but without prejudice to the generality of the foregoing) work to rule, overtime bans, strikes and lockouts and whether between either of the parties hereto and any or all of its employees and/or any other employer and any or all of its employees and/or between any two or more groups of employees (and whether of either of the parties hereto or any other employer).
- 27.2. In the event of either party being unable to perform any of its obligations in terms of this agreement through force majeure, the following shall apply:
- a. *Where either party is prevented from carrying out its obligations under this Agreement by force majeure, it shall immediately upon the event constituting force majeure, advise either party thereof and shall within 15 (fifteen) days notify either party of the extent and anticipated duration thereof. Should the extent change or the duration continue for more than anticipated either party shall from time to time advise the other party accordingly.*

- b. Either party shall use its best endeavours to obviate or remove the effects caused by force majeure in the shortest time practicable and shall in any event not refrain from the due performance in terms of this agreement of such of its obligations as may remain unaffected by the force majeure.*
- c. All completion periods set in this agreement for compliance by either party shall be automatically extended for such period as may reasonably be required to obviate or remove the effects of the said force majeure.*
- d. During the period of such force majeure, the provisions of this Agreement shall be suspended and neither party shall have any claim against the other by virtue of such force majeure.*

28. LAW AND JURISDICTION

28.1. This Agreement shall be governed by and construed in accordance with the laws of the Emirate of Dubai. The Parties submit to the non-exclusive jurisdiction of the courts of the Emirate of Dubai.

28.2. By signing this page, the undersigned confirm that they are duly authorized representatives of the represented parties, have reviewed the contents of this agreement and hereby agree to the contents of this agreement.

The issuing of a Purchase Order or Letter of Intent by the Customer to the Supplier will also constitute acceptance of this agreement, regardless of signatories, unless the Purchase Order or Letter of Intent expressly exclude this agreement or variations to this agreement.