

DHUHA AL-MUSTAQBAL CO.

For Contracting, Trading, Supplying
Transport, Catering and project management



شركة ضحى المستقبل

للمقاولات والتجارة والتجهيزات العامة
والنقل العام وخدمات الأطعمة وإدارة المشاريع

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المنارة الخضراء
ALMANARA KHADHRAA



ستيك صاص
STEAK SAUCE



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تنتبة حارة
HOT SAUCE



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خل طبيعي
NATURAL VINEGAR



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baidar
بيدر
من عائلتنا... إلى مائدة عائلتكم



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من خيرات الطبيعة





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东北大米
Rice



江米
Glutinous rice



玉米面
Corn flour



豆面
Bean flour





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小米
Millet



薏米
Coix Seed



黑米
black kerneled rice



黄豆
soy bean





شركة ضحى المستقبل
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绿豆
mung bean



红豆
Vigna angularis



花生
Peanut



面包糠
bread crumbs





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纯碱
soda



淀粉
Potato starch



脆炸粉
Powder for frying



油炸粉
Powder for frying



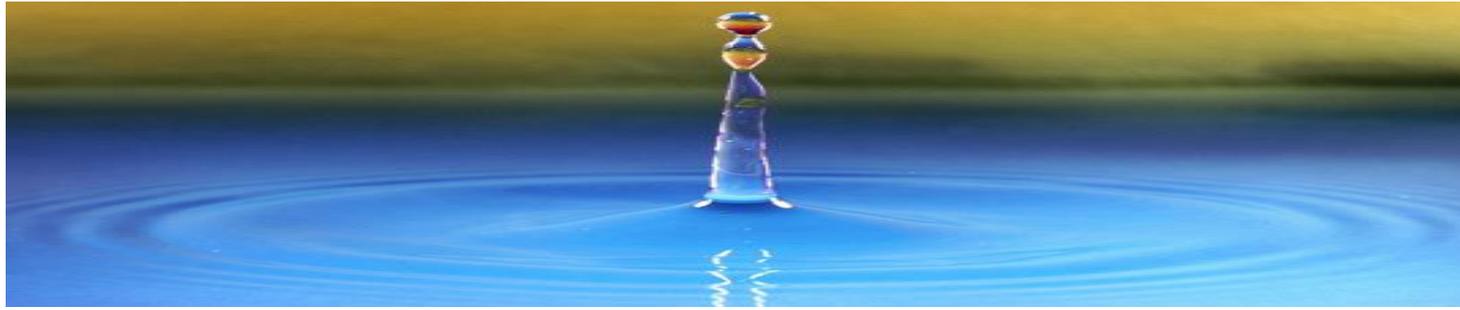
嫩肉粉
meat tenderizer







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Tests Results		
Test Name	Unit	Results
pH (Acidity)	-	7.0
TDS (Total Dissolve Solid)	ppm	68
Salinity	ppt	0.1
Conductivity	(us/ cm)	110
Temperature	(°C)	25
Sodium	ppm	27
Potassium	ppm	0.6
Calcium	ppm	6.3
Total hardness	ppm	10
Turbidity	NTU	0.0
Free chlorides	ppm	0.0
Total Chlorides	ppm	32
Bacterial Tests		
Total coliform	Cfu/100ml	Nil
Fecal coliform	Cfu/100ml	Nil
<i>E.coli</i>	Cfu/100ml	Nil

Cfu: colony forming unit
 Nil: No bacterial growth.

Case 12 bottle 0.5 L

Case 6 bottle 1.5 L

Carton 40 bottle 0.33L

Pallet (175 Case 12 bottles 0.5 L)

Pallet (50 Carton 40 bottles 0.33L)



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CONTRACT FOR PURCHASING FRESH FOOD MATERIALS

CONTRACT NO: Wissam Dupal/KAC/IRAQ2022/11/01/004
Place: ABU GARAB,BUZURGAN, Iraq

Buyer: Wissam Dupal For Trading And Catering Services Co. Limited
Seller: DHUHA AL-MUSTAQBAL CO .Ltd

The Contract, made out, by and between the Seller and the Buyer whereby the Seller agrees to sell and the Buyer agrees to buy the fresh food product and other consumable materials (hereinafter called "food") subject to terms and conditions set forth hereinafter as follows:-

1. Responsibilities And Obligations Of Buyer

- 1.1 Buyer shall be responsible for sending the purchase order of the said food for the next day to Seller by email every day, which will include name, specification, unit, quantity, etc.
- 1.2 Buyer shall inspect and accept the food according to the standards agreed by both parties. For the food of failure to meet the Buyer's requirement, Buyer shall request Seller to replace or return the unsatisfactory food on Seller's account.
- 1.3 Once receiving the change notice of prices in writing from Seller, Buyer shall organize committee to evaluate the market price and inform the Seller to accept the prices or not within ten (10) days.

2. Responsibilities And Obligations Of Seller

- 2.1 Seller shall be responsible for purchasing the food as per the requirements of Buyer on the second day and deliver to Buyer within 24 hours after receiving the purchase order.
- 2.2 Seller shall guarantee that all the food should be fresh, of good quality and the meat should be checked and stamped by the slaughter house authority.
- 2.3 Seller shall guarantee that all the prices are fixed.
- 2.4 Seller shall be responsible for supplying refrigerator trucks to store and transport the food.
- 2.5 Once Buyer request Seller to replace or return the unsatisfactory work, Seller shall carry out the replacing or returning work within three (3) days after receiving Buyer's notice.
- 2.6 Seller's representative shall have the ability to speak and write English.

3. Duration And Extension

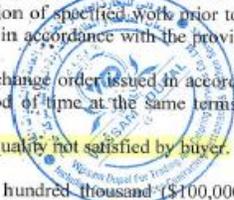
- 3.1 This contract shall be effective as of the date first stated herein, and shall continue in force and effect for a period of four (4) calendar months until the completion of specified work prior to this date, whichever occurs later, unless terminated sooner in writing in accordance with the provisions of Article 7 (Force Majeure and Early Termination).
- 3.2 Buyer shall have the right to extend this contract through a change order issued in accordance with change order to cover additional work for additional period of time at the same terms and conditions by giving Seller advance written notice.
- 3.3 Buyer shall have the right to cancel this contract if the goods quality not satisfied by buyer.

4. Remuneration

- 4.1 The estimated price of buying the food per month is one hundred thousand (\$100,000.00) United State Dollars, and the payment shall be calculated by actual quantity.

5. Term Of Payment

- 5.1 Invoice for every monthly purchase order will be submitted as per fixed price after completing every monthly purchase order and sent electronically. Invoices also shall state the name, branch, address and sorting code of Seller's bank and the number of the account into which payment is to be made.
- 5.2 Payment will be made in US Dollars and will become due and payable into the following Contractor's bank account by Buyer within ninety (90) days of receipt of Seller's invoice to Wissam Dupal For Trading And Catering Services Co. Limited All invoices shall be accompanied by





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all necessary and appropriate supporting documents and information. In the event of any necessary supporting information not being included with the invoice the ninety (90) days period shall not begin until such information is received.

5.3 The beneficiary name is Wahat Alsanaf company for General Contracting Ltd. only, Receiving all of payment under this company name, and the fixed of monthly payment exchange rate : According to the current exchange rate at the day of payment from Iraqi Dinar to US Dollar. The payment can also settled by Iraqi Dinar .

6. Taxes

6.1 Seller shall be liable and pay all income, corporation or similar taxes, social contributions and any other charges duties, levies in relation the services hereunder and all penalties and interest thereon. Seller shall be responsible for, indemnify, defend and hold harmless Buyer against any claims whatsoever arising in connection with liability of Seller or any subcontractor for any such taxes. Further, Seller shall be responsible for, indemnify, defend and hold harmless Buyer against any claims whatsoever arising in connection with all taxes.

7. Force Majeure And Early Termination

7.1 In case "the Drilling Contract" has been terminated by the CNOOC Exploration Operating Company Limited prior to the normal date of the Drilling Contract expiration, then this contract shall be terminated automatically by giving Seller thirty (30) days written notice and Buyer will pay Seller all amounts properly due and owing for work completed up to the termination date specified in said notice.

7.2 If during the course of this contract, there shall be an outbreak of war (whether war is declared or not), invasion, act of foreign enemies, or any such operations, hereinafter comprehensively referred to as "the said special risks" then Buyer shall be relieved of any liability whatsoever by ways of destruction of or damage to any property whether that of Seller or property of third parties brought into the site by Seller or in respect of injury or loss of life of others than Buyer's personnel, which is the consequence whether direct or indirect of the said special risks.

7.3 Buyer shall have the right to terminate the Contract at any time by 7 days in advance giving Seller notice in writing. In the event of Buyer exercising this right, Seller shall carry out Buyer's instructions with regard to termination; Buyer shall pay Seller the following in respect of the above services satisfactorily performed up to and including the date of actual termination and in full settlement of its obligations hereunder,

8. Disputes Or Differences

8.1 Any dispute or differences arising out of this Contract as regards its meaning, interpretation or execution, which can not be amicably resolved by the Parties hereto, shall be submitted to arbitration in the Republic Of Iraq.

In witness whereof, the parties have executed this Contract in duplicate upon the date indicated below .

Wissam Dupal For Trading And Catering Services Co. Limited

Yunfeng Lin
General Manager
Date: 01-Nov-2022

Yunfeng Lin



DHUHA AL-MUSTAQBAL CO. Ltd

[Signature]
General Manager
Date: 01-Nov-2022

Mohammed Abdulkarim





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Agreement Reference No.: 01022022 ECO-DMC

MASTER AGREEMENT FOR THE SUPPLY OF SERVICES AND/OR GOODS
CONTRACT SCHEDULE

PARTIES:

Client: Full company name: ECOLOG INTERNATIONAL FZE
License / Commercial Registration No.: 714
Country of incorporation: Dubai, United Arab Emirates
Address: W38, Dubai Airport Free Zone, PO Box 54464, Dubai, UAE

Service Provider: Full company name: DHUHA AL MUSTAQBAL CO.
License / Commercial Registration No.: M.SH-9711-02
Country of incorporation: Iraq
Address: Twejs street NN ZIP 61001, Basra.

The Client and Service Provider are hereinafter referred to collectively as the "Parties" and individually a "Party".

AGREEMENT:

This Master Agreement for the Supply of Services and/or Goods Contract Schedule (the "Contract Schedule") sets out the terms and conditions of the Agreement (as defined in the Standard Terms) for the provision of the Services by the Service Provider to the Client with effect from the Effective Date.

1. **EFFECTIVE DATE:** 01 February 2022
2. **END DATE:** 31 January 2023
3. **TERMINATION NOTICE PERIOD:** Thirty (30) calendar days
4. **TERM:** From the Effective Date until End Date upon which the Agreement shall automatically expire, unless renewed by the Parties in accordance with the Agreement.
5. **IP OWNER:** NOT RELEVANT
6. **PREMISES:** NOT RELEVANT
7. **THE SERVICES AND/OR GOODS:**
 - 7.1. Set out in Schedule A with respect to service provider "DHUHA AL MUSTAQBAL CO. ".
8. **FEES:** The Fees for the Services will be calculated as per the following
 - 8.1. The prices shall be defined at proposal stage, with quotation shared for each material requested
9. **PAYMENT TERMS:**
 - 9.1. Payment shall be done sixty (60) calendar days after the receipt of the invoice alongside signed delivery note (DN) as a supporting document.
 - 9.2. The above payment terms will apply for the duration of this Agreement, unless mutually amended by the Parties in writing, and shall be the basis for any purchase orders and/or invoices
10. **INCOTERM:** DDP to client's location Basrah, Iraq.



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11. SPECIAL TERMS:

11.1. NOT RELEVANT

12. **INCORPORATION OF STANDARD TERMS:** This Agreement shall be deemed to incorporate the "Standard Terms and Conditions for the Provision of Services" (referred to throughout the Agreement as the "Standard Terms") attached.

13. **ENTIRE AGREEMENT:** The Agreement, this Contract Schedule, any Schedules and together with the Standard Terms (referred to above), constitutes the whole agreement in respect of the services and/or goods (referred to above).



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IN WITNESS WHEREOF, the Parties hereby enter this Agreement as follows:

SIGNATURES:

(1) Signed for and on behalf of the CLIENT:

Signature:

Full name of Authorised Signatory:

Muhamed Mustafa

Designation in Company:

Head Supply Chain Iraq

Date of actual signature:

01 February 2022

Company Stamp:



(2) Signed for and on behalf of the SERVICE PROVIDER:

Signature:

Full name of Authorised Signatory:

Muhamed Abdulkareem

Designation in Company:

General Manager

Date of actual signature:

01 February 2022

Company Stamp:





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SCHEDULE A

1. Delivery of goods shall be done upon receipt of Purchase order (PO).
2. Goods are to be properly packed (primary and secondary package), palletized and wrapped in case of bulk deliveries.
3. Service provider shall ensure delivery of goods in client area of operation (Hamadan, Basrah), delivery date is to be defined on each Purchase Order (PO).
4. Delivery of food material shall be done by boxed refrigerated delivery truck:
 - For ambient products temperature range from 20 - 25 degree Celsius
 - For Chill products temperature range from 5 – 7 degree Celsius
 - For Frozen goods temperature range from -18 to -20 degree Celsius
5. Service provider shall ensure quality goods are delivered, damaged/ spoiled materials shall be rejected at delivery point.
6. Service provider is to ensure product has minimum 6 months' expiry when delivered, any deviations from this have to be pre informed and approved by Ecolog representative.
7. Rejected items shall be redelivered within 48 hrs by the service provider to the project site.
8. Signed delivery note by both parties is the only legitimate prof of delivery (POD) , after delivery both parties will maintain the same document.
9. Product documents such as Halal, certificate of origin, shall be delivered by supplier where applicable.



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TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these Standard Terms unless the context requires otherwise:

1.1.1 "Agreement" means the entire agreement between the Service Provider and the Client comprising the Contract Schedule and these Standard Terms or any other Schedule (where applicable);

1.1.2 "Contract Schedule" means the schedule signed by the Service Provider and the Client which incorporates these Standard Terms;

1.1.3 "Confidential Information" means any non-public information pertaining to the Client's businesses, subsidiaries, affiliates, consultants, subcontractors, customers but is not limited to information relating to intellectual property, financial information, manufacturing processes and know-how, technical information, sources of supply, strategic plans, advertising and marketing plans, customer lists, sales, profits, pricing methods, personnel and business relationships. Confidential information also includes information disclosed by the Client to the Service Provider and information developed or ascertained by the Service Provider during the course of or as a result of providing the Services and/or the Goods to the Client, which the Service Provider expressly agrees is the Client's property.

1.1.4 "Cost" means the cost incurred by the Service Provider in providing the Services and/or the Goods including without limitation:

- salaries relating to the personnel (apportioned to the amount of work dedicated wholly or mainly to the provision of the relevant Services and/or the Goods), travelling expenses of such personnel, professional fees, depreciation charges and rent (in the event that a specific area or office is dedicated wholly or mainly to the provision of the relevant Services and/or the Goods); and
- excluding any additional requests for services by the Client;

1.1.5 "Document" includes, in addition to any document in writing, any drawing, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;

1.1.6 "Intellectual Property" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

1.1.7 "Key Personnel" means any member of the Service Provider's team who is identified as being directly responsible for the implementation of the Services and/or the Goods;

1.1.8 "Liquidated Damages Amount" means an amount calculated at the rate of one percent (1%) of the total Fees per day up to a maximum of ten percent (10%) of the total Fees for any delays caused by the Service Provider

breaching its obligations under Clause 2 of these Standard Terms.

1.1.9 "Related Parties" means any of the Service Provider's subcontractors or affiliates authorized by the client to provide the Services and/or the Goods; and

1.1.10 "Standard Terms" means this document which is an integral and inseparable part of the Agreement;

1.2 Words and expressions defined in the Contract Schedule have the same meanings in these Standard Terms.

1.3 If there is any conflict between the Contract Schedule and these Standard Terms, the provisions of these Standard Terms shall prevail.

1.4 Clause, Schedule and paragraph headings shall not affect the interpretation of the Agreement.

1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's representatives, successors and permitted assigns.

1.6 The Contract Schedule and any other Schedules (where applicable) form part of this Agreement and shall have effect as if set out in full in the body of the Agreement. Any reference to the Agreement includes these Standard Terms, the Contract Schedule and any other Schedules (where applicable).

1.7 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.8 Unless the context otherwise requires, a reference to one gender shall include the other.

1.9 A reference to any Party shall include that Party's personal representatives, successors and permitted assigns.

1.10 A reference to writing or written includes fax and e-mail.

1.11 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

1.12 References to Clauses, Sub-Clauses, the Contract Schedule or any other Schedules (where applicable) are to the clauses, sub-clauses, the Contract Schedule, or any other Schedules (where applicable) of this Agreement, unless the context states otherwise.

1.13 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 THE SCOPE OF CONTRACT

2.1 The Service Provider shall supply the Services and/or the Goods to the Client from the Effective Date until the Agreement expires on the End Date or is terminated in accordance with Clause 6.

2.2 The Service Provider shall perform the Services with all reasonable skill and care in accordance with all relevant industry practices and standards in the field forming the Service Provider's area of expertise and competence.

2.3 The Service Provider shall supply any Goods which conform with the Client's specifications which comply with all relevant industry standards and applicable laws.



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- 2.4 The Client may, at its absolute discretion during a reasonable period for inspection and in any event not before the Goods reach their final destination, reject any Goods which do not comply with the Client's specifications or have been damaged in transit. In such an event, the Service Provider shall immediately replace any non-conforming or damaged Goods at no additional cost to the Client.
- 2.5 The Parties agree that if the Service Provider delivers Goods to the Client which are less than the quantity stated in any purchase order or the Service Provider fails to deliver the Goods to the Client altogether on the delivery date stated in any purchase order, then the Service Provider shall be responsible to pay the Client the value of the undelivered and/or missing Goods and any applicable costs (including but not limited to transport, customs, storage, etc.).
- 2.6 The Service Provider shall maintain records of all work carried out in connection with the Services (where applicable) and shall supply these to the Client upon request.
- 2.7 The Service Provider expressly acknowledges that time is of the essence in the provision of the Services and/or the supply of Goods and any delays caused by a breach of this Clause 2 may result, in the Client's absolute discretion, in the imposition of the Liquidated Damages Amount pursuant to Clause 5.
- 2.8 The Service Provider will complete the Services and/or supply Goods to the full satisfaction of the Client and in conformance with any specifications set out by the Client.
- 2.9 The Service Provider shall allocate sufficient resources to deliver the Services and/or the Goods to enable it to comply with its obligations under Clause 2.7.
- 2.10 The Service Provider expressly warrants:
- 2.10.1 that it has all of the necessary qualifications, accreditations and certifications required to undertake the Services and/or supply the Goods;
- 2.10.2 it is duly organised, validly existing and in good standing under the applicable laws;
- 2.10.3 that it shall comply with all national, international and supranational laws and regulations including but not limited to the FCPA, Compliance, Anti-Slavery Laws, Anti-Money Laundering Laws, Anti-Bribery Laws, Anti-Corruption Laws and Sanctions applied to any activity or business, or individual or entity or jurisdiction or country;
- 2.10.4 it has good title to the Goods;
- 2.10.5 that the Goods supplied are to be of highest standards of quality as to materials and workmanship;
- 2.10.6 the Goods supplied are free from defects of any kind;
- 2.10.7 that the Goods and/or Services do not infringe any Intellectual Property rights of any third parties; and
- 2.10.8 that it shall comply with any and all of the Client's flow down provisions contained in the Contract Schedule.
- 2.11 The Service Provider shall indemnify and hold the Client and the Client's affiliates and group companies and their respective directors, shareholders, employees, representatives and agents harmless against all claims, proceedings, lawsuits, adjudications, damages, costs (including, without limitation, court costs and attorney's fees) liabilities and losses arising out of or in connection with:
- 2.11.1 any breach of any of the Service Provider's representations or warranties, including but not limited to any injury or harm of any nature caused to any third party by Goods and/or Services that are not in conformity with the Client's specifications;
- 2.11.2 any breach of any of the Service Provider's duties and obligations under the Agreement;
- 2.11.3 any acts, errors and omissions of the Service Provider's employees, representatives, agents or contractors; and
- 2.11.4 any claim, whether rightful or otherwise, that the Goods and/or Services, or any part thereof, constitute an infringement of the Intellectual Property of any third party.
- 2.12 The Service Provider will undertake the Services and/or supply the Goods at times and dates specified by the Client at the sole discretion of the Client.
- 2.13 If the Service Provider fails to comply with its obligations in this Clause 2, the Client may (without prejudice to any other rights it may have):
- terminate this Agreement in whole or in part without any liability to the Client;
 - refuse to accept any subsequent performance of the Services or reject receipt of the Goods which the Service Provider attempts to make or supply;
 - purchase substitute services or goods from elsewhere;
 - hold the Service Provider accountable for any loss and additional costs incurred; and
 - any and all of the above.
- 2.14 The Service Provider shall:
- co-operate with the Client in all matters relating to the Services and/or the Goods;
 - subject to the prior written approval of the Client, appoint or, at the request of the Client, replace, without delay, any member of the Service Provider's team and the Key Personnel, who shall be suitably skilled, experienced and qualified to carry out the Services and/or supply the Goods;
 - indemnify the Client against any loss, damage to real property, injury including death caused by the Service Provider or any of its Related Parties, and promptly inform the Client of the absence (or anticipated absence) of the Service Provider's employees, or any Key Personnel designated to carry out the Services and/or supply the Goods at a particular date and time and if the Client requires, the Service Provider shall provide a suitably qualified replacement;
- 2.15 The Service Provider shall before the date on which the Services are to start and/or Goods are to be supplied, obtain, and at all times, maintain all necessary and applicable licences, insurances and consents to comply with all relevant legislation in relation to:
- the Services (where applicable);
 - the Goods (where applicable); and
 - the use of all Documents, information and materials provided by the Service Provider or its agents, subcontractors, consultants or employees relating to the Services and/or the supply of Goods which existed prior to the commencement of this Agreement.
- 2.16 Where Goods are to be shipped, they shall be sold as per such Incoterms rule as described in a purchase order. All references to trade terms shall be interpreted in



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	accordance with the latest version of Incoterms in force at the date a purchase order is issued.	5	LIABILITY
2.17	Title to and all risk in the Goods shall pass from the Service Provider to the Company when the Goods are delivered to the Client pursuant to Clauses 2.3 and 2.4.	5.1	Where permitted by law, the Service Provider's liability under or in connection with the Agreement shall be unlimited and proportionate to the level of harm, damage, loss, injury or death caused.
2.18	Where the Agreement relates to supply of Goods, the Service Provider shall provide at its sole cost and expense proper and adequate packaging for the Goods in accordance with best commercial practice so as to ensure that the Goods delivered to the Client will be free of damage. The packaging of the Goods shall be adequate to allow for usual handling practices taking into consideration the type and material of the Goods and transportation mode.	5.2	The Service Provider acknowledges that the actual damages likely to result from a breach of Clause 2 are difficult to estimate on the Effective Date and would be difficult for the Client to quantify. The Parties intend that the Service Provider's payment of the Liquidated Damages Amount would serve to compensate the Client for actual damages caused to the Client for any breach by the Service Provider of its obligations under Clause 2, and they do not intend for it to serve as punishment for any such breach by the Service Provider.
2.19	The Supplier shall not subcontract all or any portion of its responsibilities under this Agreement without the Client's prior written approval, which may be withheld by the Client at its sole discretion. On receipt of Client's written approval and prior to entering into a subcontract with a third party for performance of all or any portion of the Services, the Supplier shall give the Client a thirty (30) days' prior written notice specifying the components of the Services affected, the scope of the proposed subcontract, and the identity and qualifications of the proposed subcontractor and other information Client may reasonably request in order to consider its approval. The Client may at its sole discretion recommend changes to such subcontract to ensure compliance with the terms, condition and/or flow-down provisions of its end-client as specified under Schedule A of this Agreement.	6	TERMINATION
3	INTELLECTUAL PROPERTY	6.1	The Client may terminate the Agreement without the need for a court order by giving written notice to the Service Provider being not less than the Termination Notice Period set out in the Contract Schedule.
3.1	Where the Client is shown in the Contract Schedule as the "IP Owner":	6.2	Either Party may terminate the Agreement with immediate effect by notice in writing to the other party (the "Defaulting Party") in the following circumstances:
3.1.1	the Service Provider hereby assigns to the Client the whole of the Service Provider's rights past, present and future in all Intellectual Property created in the course of performing the Services;	6.2.1	if the Defaulting Party materially breaches the Agreement and has not remedied the breach within fifteen (15) days after written notice is given to the Defaulting Party specifying the breach; or
3.1.2	the Service Provider shall use all reasonable endeavours to procure that all moral rights in assigned Intellectual Property are waived; and	6.2.2	if any order is made or resolution passed for the winding up of the Defaulting Party, an administrator, liquidator or receiver is appointed, a winding-up order is made or if the Defaulting Party takes or suffers any similar or analogous action in consequence of debt.
3.1.3	the Service Provider shall, at the Client's expense, execute such documents, and do such acts and things as the Client may require to vest any assigned Intellectual Property in the Client.	7	CONSEQUENCES OF TERMINATION
3.2	Where the Service Provider is shown in the Contract Schedule as the "IP Owner":	7.1	The Client shall not pay any compensation to the Service Provider in connection with the expiry or termination of the Agreement for whatever reason. This does not affect the Parties' accrued rights and obligations as at the date of expiry or termination. The Client shall only pay the Fees accrued for the portion of Services approved by the Client in its sole discretion up to and including the date of termination.
3.2.1	the Service Provider will retain all rights in the Intellectual Property created in the course of performing the Services; and	8	CONFIDENTIAL INFORMATION
3.2.2	the Service Provider grants to the Client a non-exclusive non-transferable licence to use that Intellectual Property solely for its own internal business purposes.	8.1	The Service Provider undertakes that it shall not at any time disclose to any person any Confidential Information or any technical or commercial know-how, specifications, processes or initiatives which are of a confidential nature and have been disclosed to the Service Provider by the Client, its employees, agents, consultants or subcontractors, or any other confidential information concerning the Client's business or its products which Service Provider may obtain, except as permitted by Clause 8.2.
4	FEES AND PAYMENT	8.2	Service Provider may disclose the Confidential Information:
4.1	The Client shall pay the Fees to the Service Provider, in accordance with the provisions of the Contract Schedule and this Clause 4.	8.2.1	to Service Provider's team and to such of its other employees, agents, consultants or subcontractors as need to know it for the purpose of discharging Service Provider's obligations to the Client. Service Provider shall ensure that its employees, agents, consultants or subcontractors to whom it discloses the Confidential Information comply with this Clause 8; and
4.2	Where the Service Provider fails to comply with its obligations under Clause 2 of this Agreement, the Client may withhold, set-off or deduct such amounts from the Fees at its sole discretion to remedy the Service Provider's default.	8.2.2	as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.



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8.3 The Service Provider shall not use the Confidential Information for any purpose other than to perform its obligations under this Agreement.

8.4 All materials, specifications and data supplied by the Client to Service Provider shall, at all times, be and remain the exclusive property of the Client, but shall be held by the Service Provider in safe custody at its own risk and maintained and kept in good condition by Service Provider until returned to the Client. They shall not be disposed of or used other than in accordance with the Client's written instructions or authorization.

8.5 This Clause 8 shall survive the termination of the Agreement for a period of five (5) years.

9 FORCE MAJEURE

9.1 Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, "Force Majeure" shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricanes, sabotage, terrorism, vandalism, accidents, restraint of government, governmental acts, injunctions, labour strikes, other than those of the Service Provider or its suppliers, that prevent Seller from furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement. The Client shall have the right to terminate the Agreement if a Force Majeure event does not cease within thirty (30) days of it occurring.

10 VAT

10.1 The consideration set out in this Agreement for any supply of Services and/or Goods made by the Service Provider under the provisions of this Agreement shall be exclusive of any VAT (where applicable) which is due in relation to such supply of Services and/or Goods.

10.2 VAT shall be paid by the Client under this Agreement, the consideration for the supply of Services and/or Goods (VAT exclusive) shall be increased by an amount equal to the amount of VAT applicable at the prevailing rate at the time supply is made (additional VAT amount).

10.3 Amount payable as VAT due by Client under this Agreement shall only be payable to Service Provider upon receipt of a valid VAT invoice or similar document as prescribed by the relevant laws or authorities.

11 GENERAL

11.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

11.2 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of the other Party, or authorize any Party to make or enter into any commitments for or on behalf of any other Party.

11.3 Nothing in the Agreement operates to exclude any liability for fraud.

11.4 These Standard Terms and the Contract Schedule constitute the entire agreement of the Parties and supersede all prior agreements and understandings between the Parties in connection with its subject matter.

11.5 This Agreement may only be varied and/or amended in writing signed by both the Parties.

11.6 The Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore shall not be construed against a Party or parties on the ground that such Party or parties drafted or was more responsible for the drafting of any such provision(s). The Parties further agree that they have each carefully read the terms and conditions of this Agreement, that they know and understand the contents and effect of this Agreement.

11.7 No failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

11.8 The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

11.9 All waivers by either party hereto must be contained in a written document signed by the parties.

11.10 Clause and Schedule headings are for convenience only and do not affect the interpretation of the Agreement.

11.11 Both Parties hereto represent and warrant that they have the full right and power to enter into this Contract and to undertake and fulfil their obligations hereunder.

11.12 The Agreement may be executed in any number of counterparts and exchanged by either facsimile or scanned email transmission. Each of which when validly executed and exchanged shall be construed as the same instrument.

11.13 In addition to those provisions of this Agreement that by their nature are to be deemed to survive the termination or expiry hereof, the provisions of Clauses 2.9, 2.10, 5, 8 and 9 shall also survive the termination or expiry of this Agreement.

12 APPLICABLE LAW AND JURISDICTION

12.1 The Agreement shall be governed by the laws of England and Wales.

12.2 Any dispute arising out of or in connection with this Agreement including any question over its validity, construction or existence shall be exclusively referred to arbitration under the Rules of DIFC-LCIA Arbitration Center, which Rules are incorporated into this clause by reference. The number of arbitrators shall be one. The seat of the arbitration shall be the DIFC in Dubai, UAE. The language of the arbitration shall be English.

12.3 This Clause 12 shall survive termination or nullification of this Agreement and shall serve as a standalone agreement to submit to arbitration if this Agreement is terminated or nullified.



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