Date : March 22, 2021

Ref : RTS/1004/VA/1.0HR/C-350e30/2203/2021

M/s. 1004 Gourmet L.L.C

P.O. Box , Dubai - U.A.E.

Tel: 04-*882 9882 / 04-3943973/*  Fax: 04-*882 9966*

Attn: Mr. Yoganath (Mob: 0*55-2483959*/ E-mail: yoganath@1004gourmet.com)

Dear Sir,

Thank you for your valued enquiry for the leasing of a Refrigerated pickup and we are pleased to quote as follows:

|  |  |  |
| --- | --- | --- |
| Cost for leasing a Toyota Hiace SR -HR Freezer van from our existing fleet for a period of 6 months to one year. | : | Dhs. 4,500.00 Per vehicle/ PM |
| Less: Special Discount | : | Dhs. 500.00 Per vehicle/ PM |
| **Total Price** | **:** | **Dhs. 4,300.00 Per vehicle/ PM Excluding VAT** |
|  |  |  |
|  |  |  |
|  |  |  |
| Delivery | : | Subject to availability of the vehicle |
|  |  |  |
| Terms of Payment | : | 1 Undated Security cheque for 3 months lease amount, 1 Current dated cheque and 5 months PDC cheques |
|  |  |  |
| Offer Validity | : | One week from date. |

Please note the following:

* Maintenance schedule for both the refrigerated unit and the truck is as per the manufacturer’s terms and conditions
* All vehicles supplied by us for lease are having full insurance and are registered with the traffic department
* The above mentioned rate includes only the supply of the truck and we do not provide the driver.
* ***Termination of contract not allowed during the leasing period.***
* Salik charges will be billed monthly plus our administrative charge of Dhs.25.00 per vehicle.
* Yearly KM usage would be 72000 kms per annum if the km usage increased from specified limit then AVL charge Dhs. 0.50 per km.

Our simplified terms and conditions are attached. We trust the above meets with your approval and should you have any further queries, please do not hesitate to contact us.

Thanking you and assuring you of our best services at all times.

Our Terms and Conditions for Leasing

Article 1: Insurance

All lessor’s leased vehicles are insured including against third party liability in respect of death and bodily injury with an excess of Dhs.2,000/= (UAE Dirhams: Two Thousand only) each claim. Accordingly in respect of every claim under the insurance policy which is not rejected / objected to by the insurer, the lessee will pay the first Dhs.2,000/= of the cost of repairs to the lessor.

Please bear in mind that the insurance is null and void if the driver is found to be negligent or in Contravention of the U.A.E. traffic and insurance rules e.g. drink and driving.

Notwithstanding the insurance cover the lessee remains fully liable to pay all costs, damages, etc. to the lessor arising directly or indirectly due to the lessee’s gross negligence or contravention of the terms of this Lease Contract, local regulations or the conditions of the insurance policy in respect of the leased vehicle. The lessee expressly accepts that he is aware of all such regulations and conditions referred to above

Article 2: Accidents

In the event of any accident or damage to or involving the leased vehicle during the period of the lease, the lessee must not move the leased vehicle from its location at the time of the accident or damage and the lessee must report the same to the police immediately and obtain the police report and the police repair slip. In the event the lessee does not obtain such police report and police repair slip and fails to provide the same to the lessor, the lessor will arrange to carry out the necessary repairs and the lessee undertakes to pay to the lessor all the costs of such repairs including fines, levies and all other payments made etc., resulting from the lessee’s such failure.

The minimum age limit of all drivers should be 25 years old and the license of the driver should be minimum 2 years old.

Article 3: Vehicle Usage

The lessee undertakes that the leased vehicle will not be used for:

* Any purpose other than that for which the leased vehicle has been designed, including not exceeding its designed load capacity.
* Racing or any other kind of competitive sport exceeding the speeding limit in force etc.
* Carrying passengers, animals or goods other than frozen and chilled products for hire.
* The transportation of any hazardous, explosive of inflammable material or any goods or items those are likely to damage the vehicle – interior, exterior or mechanical.
* Transportation of illegal substances.
* Any activities which will render the lessor’s insurance cover void or result in the vehicle being impounded by the authorities.

Article 4: Fuel Costs

Lessee will be responsible for all fuel related costs on the leased vehicle

Article 5: Traffic Violations

All costs incurred as a result of fines and other penalties (imposed by the police or any other authorities for traffic violations) that take place during the term of the Lease Contract, will be the lessee’s responsibility and recovered accordingly. There will be a service charge of Dhs. 25/= (Dirhams: Twenty Five only) on each traffic fine.

Article 6: Routine Vehicle Checks

It is the lessee’s responsibility to ensure that the oil, water, other fluid levels and type pressure are regularly checked. Costs incurred in this respect due to neglect of the above will be borne by the lessee. Failure to carry out these checks could result in damage to the leased vehicle or replacement vehicle, the repairs for which will be charged to the lessee.

Article 7: Tyres

The replacement of tyres will depend on normal wear and tear. The requirement for tyres replacement due to negligence or misuse such as impact damage will be charged to the lessee. Repairs of punctures and leaking valves are lessee’s responsibility. The lessor shall refer any dispute to the supplying dealer for evaluation and their decision will be final and binding to both parties.

Article 8: Maintenance

The lease charge includes routine servicing, for new leased vehicles the service will take place at the regular recommended intervals which is indicated at the service sticker (thereafter at every 5000 kilometers or at the three monthly intervals) whichever comes first. Repairs that are as a result of normal wear and tear are also covered under this heading. However, additional servicing or repairs that are required as a result of misuse or negligence by the lessee will be carried out and charged to the lessee. Mileage in excess of the above Kms/yr will be charged @ 50 fils per km.

Article 9: Sub Lease

All vehicles leased are not to be sub-leased to other parties.

Article 10: Salik

All salik usage plus our administrative charge of Dhs.25.00 will be billed on a monthly basis to the lessee. If the salik tag is destroyed after an accident, the lessee will be responsible to pay the lessor Dhs.100.00 to obtain a new salik tag and the lessor will complete all formalities to cancel the previous tag.

Please Note: Please ensure that your drivers and company comply with the current regulations of the Food Control Section of the Dubai Municipality/RTA.

Any fines or penalties for non-compliance with the Food Control Section of the Dubai Municipality/RTA will be the sole responsibility of your company.

……………………………………………………………………………………………………

I confirm that I have read and accepted the above mentioned terms and conditions.

|  |  |
| --- | --- |
| M/s. 1004 Mart L.L.C | M/s AVL General Land Transport L.L.C |
| Name: Mr. Yoganath (Mob: *55 2483959*/  E-mail: yoganath@my1004mart.com) | Name: Vaspar Anklesaria |
|  | D:\AVL General Land Transport\AVL Folder\AVL General Land Transport L.L.C April-2013\AVL Admin Folder\AVL Stamp & Signature.jpg |
| Date: 22-03-2021 | Date: 22-03-2021 |

**Please Note:**

1. Sign and Stamp the attached quotation and arrange PDC cheques before collection of the vehicles.

2. Detailed contract will be arranged once we received PDC cheques.