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## Fumigation Service Agreement

Dated: 1<sup>st</sup> March 2022

This service agreement is entered into between Qatar Flour Mills (Trading) in Doha – Qatar hereinafter referred as (First Party) and Robsten Contracting & Services based in Doha – Qatar hereinafter referred as (Second Party) .

Whereas the Second Party agreed to provide fumigation service for first party as per the below details:

### Article 1. Scope of work

Cargo Fumigation Service on As-Needed Basis.

### Article 2. Place of work:

Ummsalal, Industrial Area, Doha, Qatar And / Or any other storage place as advised by first party.

### Article 3. Cargo:

Animal Feed and/or any other commodity as required by first party.

### Article 4. Second Party's responsibilities:

- 1) Inspect and allocate of any infestation on regular basis ensuring that cargo are free from live insects at all time.
- 2) Fumigate the cargo by using the specialized materials (Aluminum Phosphate or any other materials if required) as approved by Ministry of Municipality and Environment/ Minister of Commerce and Industry official.
- 3) Placing the fumigation Tablets or any other Material as per the followed technical procedures for best result of insects elimination and at their own responsibility.
- 4) Covering the fumigated cargo by using Heavy Duty Tarpaulin with tightly closing to prevent infiltration of fumigation gas.
- 5) To guarantee the full elimination of live insects of all stages of insect life cycle and infestation.
- 6) Fumigation and De-fumigation being performed with maximum safety protocols and to provide / pass the necessary warnings and instructions to all involved parties.
- 7) To closely coordinate with the first party about particulars of fumigation & de-fumigation activities and to declare the area safe for operational activities after ensuring complete de-fumigation and after ensuring safe residual levels of phosphine gas concentration.
- 8) To follow all the precautions as mentioned under heading safety & handling during the fumigation & de-fumigation activities like safety, incident or injury caused due to the negligence will be sole responsibility of the second party.
- 9) To the fumigant residue powder in a safe and environment friendly way by mixing the residue powder with water + detergent solution and burying it in the soil. Similarly, it shall be the

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#### **Article 4. Second Party's responsibilities (Cont...)**

- 10) responsibility of the second party of fatten / deform the bottle containers of the aluminum phosphide so that the bottles cannot be misused by any 3<sup>rd</sup> party. The flattened bottles be disposed into a municipal thrash.
- 11) To provide instructions required to first party upon De-fumigation to ensure that fumigation content in cargo at the minimum acceptable level at the time of delivery to customer.
- 12) To purchase phosphine gas detector instrument to measure phosphine gas level to ensure safety for operations as well as effective fumigation treatment.
- 13) All workers involved in fumigation must be trained for safety precautions.

#### **Article 5. First Party responsibilities:**

- 1) To provide the second party of warehouse location.
- 2) To pay the second party as per the agreed payment terms.

#### **Article 6. Safety and Handling:**

The Second party will ensure and entirely be responsible for the safe handling and uses of the fumigation materials and fumigation procedures under their observation and first party will not be held responsible for any harm or damage sustained to any party due to the misuse of the fumigation materials or non performance of safety procedures.

The second party should follow all precautions as specified below

#### **Precaution to be taken for fumigation & De-fumigation**

##### **Display of warnings sign**

If fumigation is performed, the area has to be labelled with warnings signs, like 'Do-not enter',

'Poisonous Gas', 'Danger' and should include information like fumigation period (from date –to-end date), used fumigant name (active agent), fumigation company's name and name of the person with his contact details.

#### **Article 7. Safety and precautions to be followed by Second party during fumigation:**

1. Never allow people /employee without special training to use fumigants.
2. There should always be two persons to attend fumigation task.
3. Fumigators should wear protective equipment (gas filter mask).
4. Never open fumigants in a place which is flammable.
5. Avoid contact with water.
6. Inform corresponding authorities before fumigation (Ministry of Municipality and Environment/ Minister of Commerce and Industry official / warehouse in charge).
7. It is strictly forbidden to stay in the fumigated area.



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**Article 7. Safety and precautions to be followed by Second party during fumigation: (Cont...)**

8. The fumigated building must be marked with warning signs like:  
'Poisonous Gas'  
'Danger'  
'Do-not enter'  
'Entry only for authorized persons only'
9. It is important that the list of the persons going inside for fumigation be made in order to ensure that none of the persons is missed inside fumigation area. A record should be maintained in the fumigation register of persons involved in the fumigation activity. The persons entering have to sign after the exit time for record purpose.

**Article 8. Safety precautions to be followed by Second party during De-fumigation:**

1. There should be two persons who may be assigned the task of opening the shutters/ doors/window of the fumigated building / warehouse. Which means at no point of time can one person as a single enter the fumigated area for de-fumigation purpose. This is for the support of each other in case any one of them gets affected with the fatal phosphine gas.
2. Both persons should use a good quality mask with good quality gas filters which should be proper fitted to avoid any phosphine gas getting into the respiratory system through nose and mouth.
3. To avoid any gas explosion due to spark, it is advisable to strictly prevent the use of mobile phones, cigarette lighters etc. in to the closed fumigated area.
4. Open the plastic coverings to release the phosphine gas from every lot.
5. Allow the phosphine gas to get released into the open air through opened door & ventilators for at least 3 hours' time. Ensure the residual phosphine gas concentration is not more than 0.3ppm before allowing the workers to enter into the de-fumigated area. The simple way ensure safety is (No garlic like odor = no phosphine gas & vice versa).

**Note:** Phosphine gas concentration may be measured by phosphine gas testing equipment.

6. Only authorized persons should be allowed to enter the fumigated area with the knowledge of the fumigator.
7. It is important that the list of the persons going inside for fumigation be made in order to ensure that none of the persons is missed inside the fumigation area. A record should be maintained in the fumigation register of persons involved in the fumigation activity. The persons entering have to sign after the entering time and also have to sign after the exit time for record purpose.
8. Remove the fumigation labels after the de-fumigation is completed.

**Article 9. Compliance:**

- The second party will provide Certificate of Compliance (Guarantee) for the fumigated quantities.
- The second party confirms that he has the necessary approval from the authorized authorities to carry out the specified required services herein in compliance of Qatari Laws.
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**Article 9. Compliance: (cont...)**

- All related information regarding the required services, place of work, and status of cargo, quantities, and nature of services to be treated as confidential.
- The second party shall comply with the technical guideline and process of the fumigation as per Ministry of Municipality and Environment/ Minister of Commerce and Industry official terms and instructions.

**Article 10. Payment Terms:**

- The First Party will pay to the second party QR 0.12 per fumigated bag including fumigation material (Effective from 1<sup>st</sup> - March 2022 to 28<sup>th</sup> February 2023).
- Payment against service provider invoice along with Ministry of Municipality and Environment/ Minister of Commerce and Industry official report of succussed fumigation.
- Payment in 30 Days upon submission of Invoice.

**Article 11. Responsibility of violations**

- The second party shall be responsible of any violation in relation to the compliance with stated obligations herein and to bear any penalties or fines imposed on the first party due to second party defaults such penalties or fines maybe deducted from any due payment from the first party to the second party.
- The second party to indemnify the first party, or his servants or his agents and to hold all of harmless in respect of any liability, loss, damage or expense of whatsoever nature which the first party may sustain by reason of non-performance of the second party.

**Article 12. Termination:**

This service agreement will be effective for one year from the date of signing the agreement and the First Party has the right to terminate this agreement at any time without any liability to the Second party at its sole discretion and without any recourse to the Second Party.

**Article 13. Other Terms:**

The governing laws of this contract shall be the Qatari law and the court of jurisdiction shall be Doha, State of Qatar.

First Party  
Qatar Flour Mills (Trading)

Second Party  
Robsten Contracting & Services

15 APR 2022

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