

Agency Contract

On this day 1 0 0 1 2 3 AH corresponding to AD, it was agreed between

1. Dukhan Bank, located at Hamad Al Kaber Street, Doha, Qatar, represented by _____ (First Party)
2. Mr /Ms ZAD HOLDING COMPANY Q.P.S.C _____ Qatar,
- and represented by Mr /Ms TARIQUE MOHAMMAD _____ (Second Party)

Preamble

The First Party agreed with the Second Party to be the last representative and agent of the first in purchasing

SUPPLY OF PEDESTRIAN GUARD RAIL AND ANTICLIMB PEDESTRIAN FENCE

Which it wishes to purchase it from abroad, and to do so, it has to take the necessary actions to transport, ship and deliver it to the First Party or to whom determined by the First Party

Article (1)

The above preamble shall be considered as an integral part of this contract.

Article (2)

The First Party authorizes the Second Party to purchase the goods indicated in the preamble article for the account of the First Party and as an agent for him, and to do so, he has the right to authorize what he deems suitable within the following terms and conditions

First: The Second Party commits to purchase the required goods only from the reliable suppliers that have previously treated with them, and the treatment was encouraging in terms of the quality and kind of the purchased goods and lack of any problems or violations of the required specifications or those required by the specialized various departments in the country of delivery. The Second Party also undertakes to bear full responsibility in case of failure or negligence of the mentioned above

Second: The Second Party commits to insure the goods for the benefit of the First Party with an Islamic insurance company (if possible) against all risks of war, disturbance and any other risks that insurance companies cover for this kind of goods (subject of agency contract), during their transport from abroad until delivery to the First Party. The Second Party also undertakes to deliver the goods to the First Party or to whom determined by the First Party in a good condition in accordance with the recognized and required technical principals and specifications in this case, and shall bear full responsibility in case of violating this

Third: The Second Party commits to deliver the purchased goods for the account of the First Party himself or to whom he authorizes attached with the related supporting documents which represent the invoices issued from the vendor, certificate of origin, shipment documents and any other necessary documents

Fourth: The Second Party undertakes to not pay the full value of the goods to the vendor except after taking it over and make sure that they are in a good condition, compliant with the required specifications and free of any clear defects, and he shall bear full responsibility in case of violation of the mentioned above or pay the value before taking over

Article (3)

The First Party commits to pay the value of the goods required to be purchased and enable the Second Party to use it in the purchase process by one of the means decided by the First Party such as documentary credits, bills of collection or the direct cash deposit in the account of the Second Party, within the limit of the total amount of _____ Qatari Riyals

(Only _____ Qatari Riyals. The First Party also commits to pay to the Second Party all customs fees, shipment fees and other expenses paid by the Second Party to dispatch the goods to Doha or any other place determined by the First Party, and the Second Party shall submit to the First Party the supporting documents for these expenses

Please ensure to sign on all pages



Article (4)

It is agreed between the two parties that the goods under the Agency Contract signed between them are owned by the First Party alone, and the Second Party has purchased them according to the approval of the First Party and for his account as an agent for him. Therefore, the First Party has the right to dispose of the goods or sell them however he wants and to the party that he chooses without any objection from the Second Party, who has no pretension for the ownership of the goods or the right to purchase them from the First Party.

Article (5)

After delivery of the goods and taking over their documents, the First Party can offer them for sale to the Second Party and determine their price and terms of payment. If the Second Party agreed to purchase them at the price and terms determined by the First Party, he shall inform the First Party of this approval in writing, then the contract will be signed between the two parties.

Article (6)

The Second Party bears the losses and responsibilities to others that incurred by the First Party as a result of his failure, negligence or violation to the terms stipulated in the Agency Contract, except losses due to reasons out of his control.

Article (7)

The Second Party accepts to carry out the works of this agency without compensation; therefore he has no right to claim the First Party of anything such as fees, transport expenses, etc., regarding his person agency for Dukhan Bank in this regard.

Article (8)

The two parties agreed to end this agency contract by the end of the task entrusted to the agent or by withdrawing this agency or notifying him in this regard. The term of this agency shall not exceed 90 days from the date of signing this contract. If the Second Party did not supply the required goods within the period agreed upon above, the First Party has the right to inform him to pay the amount of the agency whether from his personal account or from any other guarantees under the hand of the First Party.

Article (9)

The competent courts of the State of Qatar shall have the decision to settle the disputes related to this contract in accordance with Qatari laws without conflict with the Islamic Sharia provisions. The shown address of each party shall be his selected place in this regard.

Article (10)

This contract is issued in two original copies signed by the two parties with free will clear of any legislative and legal defects on AH corresponding to AD.

First Party
Dukhan Bank

Second Party

Stamp and Signature

Stamp and Signature

Please ensure to sign on all pages