QATAR NAVIGATION (QPSC)

SHIP REPAIR & FABRICATION

Telephones
Office : 4771690 / 4771695
Fax : 4771687

Telex : 4206 DH
Cable : "NAVIGATION" Doha
Bank A/c:QNB Main Branch
P.O.Box 1000, Doha - Qatar
Swift Code : QNBAQAQA
QAR A/C No. 0013-000309-060
USD A/C No. 0013-000309-061

INVOICE

103803
AMIRI YACHTS
Bin Aboud Tower, Al Meena Street, Old Salata,
Doha Qatar Doha QA 14850

INVOICE NO: SFWK/INV/013117/2021
DATE: 26/12/2021
EXPENSE A/C:
W/O NO: 21-011175 / 2
W/O REF: MLY21144

Vessel Name/Description : M/Y "AL ADAID"

Job No	Description	Line Amount
	PO:- 7000009044	
1150	BOW THRUSTER SERVICE:-	23,255.00
	Attendances of Service Engineer for BT & Passerelle Hydraulic system troubleshooting onboard on 14,21 & 22 /11/2021 -23 hours Attendances of Technician for BT & Passerelle Hydraulic system troubleshooting onboard on 14,21 & 22/11/2021 -33 hours Testing of 1 no. Pumps(P) at Macgregor workshop. Supply of 8L Plugs O-rings sets-20 No's, Dowtywashers-5No's 1/14"X8L Adaptor fittings (Passerelle valve block overhaulig spares)	
	As per our quotation EM 15876A	
	Note: Full payment on the completion of work.	
	Encl: Copy of PO and reports	
	Invoice Amount -->	23,255.00

(QAR - Twenty-Three Thousand Two Hundred Fifty-Five Only)

E & O.E

for **QATAR NAVIGATION (Q.S.C)**
SHIP REPAIR, FABRICATION & ENGINEERING DIVISION

This is a computer generated invoice and no signature/stamp required.
Any discrepancy on this document should be notified to us within 3 working days from the receipt of the document.

AMIRI YACHTS

Purchase Order

Amiri Yachts
PO Box: 14850
Doha, Qatar
Tel: +974 44040355
Fax: +974 44040351
Email: Finance@amiriyachts.gov.qa

PO Number: **7000009044**
PR Number: **3000009832**
Ref No: ***EM15876A***
Order Date: 26.12.2021
Terms of Payment: In accordance with Cl. 9 of the Terms and Conditions

Supplier Name: Qatar Navigation
Supplier Address: P.O. Box:153
Doha,Qatar

Delivery Point: Please check before delivery
Delivery Date: 27.12.2021
Delivery Terms: In accordance with Cl. 4 of the Terms and Conditions

Delivery Address: **Please confirm address when shipment is ready**
C/O Amiri Yachts Office, Al Mina Street,
Doha Commercial Port,

Yacht/Store: Al Adaid
Insurance Terms: In accordance with Cl. 12 of the Terms and Conditions

Note to Supplier: All Goods and Services supplied under this Purchase Order will be in accordance with Amiri Yachts' Terms and Conditions attached hereto, unless otherwise expressly agreed in writing by an authorised signatory of Amiri Yachts.

Details: Al Adaid had to use Magregor service agent who is well known within theFleet and also Qatar to do repair work on Passarelle and Bow thrusterperformance trouble shooting.

Sl.No	Specification	Unit	Qty	Unit Price	Total Value
1	Attendances of Service Engineer for BT &	EA	1.00	9,488.00	9,488.00
2	Attendances of Technician for BT & Passe	EA	1.00	7,755.00	7,755.00
3	Testing of 1 no. Pumps(P) at Macgregor w	EA	1.00	3,325.00	3,325.00
4	Overhauling & Testing of Passerelle valv	EA	1.00	1,874.00	1,874.00
5	Supply of 8L Plugs O-rings sets-20 No's,	EA	1.00	813.00	813.00
					0.00
				Total PO Value	**23255.00**

Amount(Words): TWENTY-THREE THOUSAND TWO HUNDRED FIFTY-FIVE ONLY | Currency: **QAR**

Verification

Sign: Sign:

Purchase Officer

Approval

Sign:	Date:
	Finance Director

Sign:	Date:
Supplier Acceptance	

MANDATORY NOTE:
Please note that any imported shipment to Amiri Yachts by any cargo carrier requires the following original documents:

-Certificate of origin
-Commercial invoice with Tariff/HS code .
-Packing list
-Airway bill / copy will workout

Amiri Yachts# Standard Terms and Conditions

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Friday, Saturday or public holiday in Qatar, when banks are open for business.
Commencement Date: has the meaning given in Clause 2.2.
Conditions: these terms and conditions as amended from time to time in accordance with Clause 17.6.
Contract: the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.
Customer: Amiri Yachts, an entity registered in Qatar.
Customer Materials: has the meaning set out in Clause 5.3(j).
Defects: means any deficiencies or defects in the design, material and / or workmanship on the part of the Supplier, including but not limited to:-
fitness for all the purposes for which good of the kind in questions are supplied;
appearance and finish;
freedom from minor defects;
safety; and
durability,

whether or not such Goods have been manufactured/produced/designed/created by the Supplier.
Deliverables: all documents, products and materials developed / supplied by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
Goods: the goods (or any part of them) set out in the Purchase Order.
Goods Specification: any specification for the Goods, including but not limited to any related plans and drawings, that is agreed in writing by the Customer and the Supplier.
Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), or similar 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.
OEM: the original equipment manufacturer in respect of the Goods, as applicable.
Purchase Order: the Customer#s order for the supply of Goods and/or Services, as set out in the Customer#s purchase order form or in the Customer#s written acceptance of the Supplier#s quotation, as the case may be.
Services: the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.
Service Specification: the description or specification for Services agreed in writing by the Customer and the Supplier.
Supplier: the person or firm from whom the Customer purchases the Goods and/or Services.

2. BASIS OF CONTRACT

2.1 The Purchase Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
2.2 The Purchase Order shall be deemed to be accepted on the earlier of:
(a) the Supplier issuing written acceptance of the Purchase Order; or
(b) any act by the Supplier, which in the view of the Customer is, consistent with fulfilling the Purchase Order,
at which point and on which date the Contract shall come into existence on the basis of the Purchase Order and these Conditions (the "Commencement Date").
2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. SUPPLY OF GOODS

3.1 The Supplier shall ensure that the Goods:
(a) correspond with their description and any applicable Goods Specification;
(b) be of satisfactory quality and in accordance with any descriptions or specification provided by the Customer or a sample that has been supplied to the Customer (and accepted by the Customer) by the Supplier, and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier#s skill and judgement;
(c) where sourced from an OEM, are supplied together with any related OEM warranty, which shall be passed on and which the Customer shall be entitled to rely on in full;
(d) where they are manufactured products, be free from Defects and remain so for 12 months after delivery or, where the Goods are OEM-sourced, be free from Defects and remain so for 12 months after delivery or for the duration of the relevant OEM warranty, whichever is longer; and
(e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
3.3 The Customer may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible and at risk for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier#s obligations under the Contract.
3.4 If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Supplier#s undertakings at Clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance to the satisfaction of the Customer.
3.5 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. DELIVERY OF GOODS

4.1 The Supplier shall ensure that:
(a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition without any additional cost to the Customer;
(b) each delivery of the Goods shall be accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
(c) In case the Goods are being imported, the original following documents are required (in such form and / or attested or legalized in accordance with applicable laws and regulations) without any additional cost to the Customer in respect of such document requirements:
certificate of origin;
commercial invoice with tariff / HS code;
packing list; and
airway bill or a copy thereof.
4.2 The Supplier shall deliver the Goods:
(a) to the location set out in the Purchase Order or as instructed by the Customer before delivery (the #Delivery Location#); and
(b) at the delivery date set out in the Purchase Order (the #Delivery Date#), or as otherwise instructed by the Customer in writing.
4.3 If the Supplier:
(a) delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or

(b) delivers more than 105% of the quantity of Goods ordered, the Customer may at its sole discretion reject the Goods or the excess Goods,
And any rejected Goods shall be returnable at the Supplier#s risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods. The Supplier shall notify the Customer in writing prior to delivery if it is aware, or reasonably should be aware, that there is any such discrepancy in the quantity of the Goods and obtain the Customer#s approval to deliver such Goods.
4.4 The Supplier shall not deliver the Goods in instalments without the Customer#s prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or if any part of the Goods within an instalment is subject to a Defect then the Customer shall be entitled to rely on the remedies set out in Clause 6.1.
4.5 Title and risk in the Goods shall pass to the Customer on completion of delivery in accordance with Clause 4.2 and, where it is agreed that the Goods are delivered by instalments, on completion of delivery of each instalment.

5. SUPPLY OF SERVICES
5.1 The Supplier shall from the Commencement Date or the date set out in the Purchase Order, as the case may be, and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract.
5.2 The Supplier shall meet its performance obligations by the date(s) specified in the Purchase Order or the Service Specification.
5.3 In providing the Services, the Supplier shall:
(a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
(b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier#s industry, profession or trade;
(c) use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier#s obligations are fulfilled in accordance with the Contract;
(d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
(e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
(f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from Defects;
(g) obtain and at all times maintain all licences, permissions, authorisations, consents and permits which may be required for the provision of the Services;
(h) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services;
(i) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer#s premises;
(j) hold any and all materials, equipment and tools, drawings, specifications and data whatsoever supplied by the Customer to the Supplier (Customer Materials) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer#s written instructions or authorisation; and
(k) comply with any additional obligations as set out in the Service Specification.

6. CUSTOMER REMEDIES
6.1 If the Supplier fails to deliver the Goods by the date specified in the Purchase Order or to perform the Services by the date specified in the Purchase Order, or both, the Customer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
(b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
(c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
(d) to require a refund from the Supplier of all sums paid for Services that the Supplier has not provided and/or Goods that it has not delivered; and
(e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier#s failure to meet its obligations by such dates.
6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in Clause 3.1, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights, whether or not it has accepted the Goods:
(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
(b) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier#s own risk and expense;
(c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
(d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
(e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
(f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier#s failure to supply Goods in accordance with Clause 3.1.
6.3 If the Supplier has supplied Services that do not comply with the requirements of Clause 5.3(d) then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights:
(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
(b) to return the Deliverables to the Supplier at the Supplier#s own risk and expense;
(c) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
(d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
(e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
(f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier#s failure to comply with Clause 5.3(d).
6.4 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
6.5 The Customer#s rights and remedies under the Contract are in addition to, and not exclusive of, any express or implied rights and remedies available to it under the laws of the State of Qatar.

7. CUSTOMER#S OBLIGATIONS
7.1 Subject to the Customer#s access and security requirements, and Clause 1, the Customer shall:
(a) provide the Supplier with reasonable access at reasonable times to the Customer#s premises for the purpose of providing the Services; and
(b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.

8. SUPPLIER#S OBLIGATIONS AND LIABILITY
8.1 If the Supplier fails to deliver the Goods by the date specified in the Purchase Order or to perform the Services by the date specified in the Purchase Order, or both, the Supplier shall, without limiting or affecting other rights or remedies available to the Customer, be liable for one or more of the following obligations:
(a) to reimburse the Customer any costs and/or expenditure incurred by the Customer in obtaining substitute goods and/or services from a third party;
(b) to refund the Customer all sums paid for Services that the Supplier has not provided and/or Goods that it has not delivered; and
(c) to reimburse the Customer damages for any additional costs, loss and/or expenses incurred by the Customer which are in any way attributable to the Supplier#s failure to meet its obligations by such dates.
8.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in Clause 3.1, then, without limiting or affecting other rights or remedies available to the Customer, the Supplier shall be liable for one or more of the following, whether or not the Customer has accepted the Goods:
(a) to repair or replace the rejected Goods, or to provide the Customer a full refund of the price of the rejected Goods (if paid);
(b) to reimburse the Customer any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
(c) to reimburse the Customer damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier#s failure to supply Goods in accordance with Clause 3.1.
8.3 If the Supplier has supplied Services that do not comply with the requirements of Clause 5.3(d) then, without limiting or affecting other rights or remedies available to the Customer, the Supplier shall be liable for one or more of the following obligations:
(a) to provide the Customer a full refund of the price paid by the Customer for the Services (if paid);
(b) to reimburse the Customer any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
(c) to reimburse the Customer damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier#s failure to comply with Clause 5.3(d).

9. CHARGES AND PAYMENT
9.1 The price for the Goods:
(a) shall be the price set out in the Purchase Order, or if no price is quoted, the price set out in the Supplier#s published price list in force at the Commencement Date and agreed by the Customer; and
(b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless agreed otherwise in writing. No extra charges shall be effective unless agreed in writing and signed by the Customer.
9.2 The charges for the Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services. If provided, cash discounts shall be computed from the date of receipt of the Supplier#s invoice.
9.3 In respect of the Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number, and shall be delivered to finance@amiriyachts.gov.qa or the Customer#s Finance Department at 12th Floor Bin Abboud Tower, Old Salata, PO Box 14850, Doha , Qatar or such other email or physical address nominated by the Customer.
9.4 In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts within 60 days of the date of a correct invoice rendered in accordance with Clause 9.3 to a bank account nominated in writing by the Supplier.
9.5 The Supplier shall maintain complete and accurate records (including, without limitation, time sheets, cost sheets and invoices) of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.
9.6 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Customer of its rights under this Clause 9.6 shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
9.7 All Goods shall be supplied free of any liens, charges, mortgages and other encumbrances and if there is evidence of a such liens etc. on the supplied Goods, the Customer shall have the right to hold all payments due, without interest, until satisfactory evidence is furnished that the lien is settled and released.
9.8 All invoices shall be submitted on a timely basis. The Customer shall not be obliged to pay for any amounts invoiced more than ninety (90) days after the related Goods and/or Services were supplied and any claims for payment shall not be accepted after such period.

10. INTELLECTUAL PROPERTY RIGHTS
10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier.
10.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy the Deliverables (excluding Customer Materials) for the purpose of receiving and using the Services and the Deliverables.
10.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by Clause 10.2 except with the permission of the Supplier, which shall not be unreasonably withheld.
10.4 All Customer Materials (including any modification or update) are the exclusive property of the Customer.

11. INDEMNITY
11.1 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with:
(a) any claim made against the Customer for actual or alleged infringement of a third party#s intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (excluding the Customer Materials);
(b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, Defects in the Goods, as delivered, or the Deliverables; and
(c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.
11.2 This Clause 11 shall survive termination of the Contract.

12. INSURANCE
Responsibility for insurance of the Goods in transit and/or any Services shall be for the Supplier unless otherwise agreed and noted in the Purchase Order. The Supplier agrees to take out insurance for the duration of the Contract covering all risks associated with the Goods and/or Services and their delivery under the Contract. Such insurance shall comprise full marine and/or air and/or transport insurance together with all risk cargo insurance from the place of shipment to the place of delivery and installation (as applicable). Such insurance shall also include cover in respect of any of the Supplier#s equipment, tools and/or other materials used by the Supplier to provide the Goods and/or Services. The costs of such insurance shall be borne by the Supplier (and included as part of the price for the Goods and/or Services), which shall upon request by the Customer provide proof of such insurance cover being in place and proof of payment of the relevant premium. Where the Supplier is responsible for insurance, the Goods and relevant Supplier#s equipment, tools and/or other materials (as applicable) shall be insured up to their full replacement value. Without limiting the liability of the Supplier under this Clause 12, the Supplier shall obtain and maintain any insurance that the Supplier is required by law to provide.

13. CONFIDENTIALITY
13.1 The Supplier undertakes that it shall not at any time during or after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Customer, except as permitted by Clause 13.2.
13.2 The Supplier may disclose the Customer#s confidential information:
(a) to its employees, officers, representatives, subcontractors or advisers who in good-faith need to know such information for the purposes of carrying out the Supplier#s obligations under the Contract. The Supplier shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the Customer#s confidential information comply with this Clause 13; and
(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

13.3 The Supplier shall use the Customer#s confidential information only for the purposes of performing its obligations under the Contract.

14. TERMINATION
14.1 Without affecting any other right or remedy available to it under this Contract or under any express or implied rights and remedies in the laws of the State of Qatar, the Customer may terminate the Contract:
(a) with immediate effect by giving written notice to the Supplier if:
the Supplier#s financial position deteriorates to such an extent that in the Customer#s opinion the Supplier#s capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
the Supplier commits a breach of Clause 5.3(h),

(b) for convenience by giving the Supplier 3 months# written notice.
14.2 Without affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect and the Supplier may terminate the Contract on 1 months# notice by each giving the required written notice to the other party, as applicable, if:
(a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so;
(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

15. CONSEQUENCES OF TERMINATION
15.1 On termination of the Contract, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. Until they have been returned or delivered, the Supplier shall be solely responsible and liable for their safe keeping and will not use them for any purpose not connected with the Contract.
15.2 Termination of the Contract shall not affect the parties# rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

16. FORCE MAJEURE
Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control (including but not limited to acts of God, strikes, lock-outs, trade disputes, fire, accidents, epidemics, missing supplies, unavailability of raw material or transportation, political sanctions, government directions and war). Where such circumstances beyond the control of the affected party prevent performance, the obligations of the parties under the Contract are suspended until the termination of such circumstances, whereupon the obligations of the parties, in particular the delivery of Goods and / or Services by the Supplier must be resumed within a reasonable time. If the period of delay or non-performance continues, uninterrupted, for 10 days or more, the party not affected may terminate the Contract by giving 7 days# written notice to the affected party.

17. GENERAL
17.1 Assignment and other dealings.
(a) The Customer may at any time assign, mortgage, charge, subcontract, delegate, or deal in any other manner with all or any of its rights and obligations under the Contract.
(b) The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Customer.
17.2 Notices.
(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other registered delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address specified in the Purchase Order.
(b) A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt; if sent by expedited delivery service, at 9.00 am on the third Business Day after posting; if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 17.2(b), business hours means 7.30am to 2.30pm on a Business Day.
(c) This Clause 17.2 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
17.3 Severance. If any provision or part-provision of the Contract 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 17.3 shall not affect the validity and enforceability of the rest of the Contract.
17.4 Waiver. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
17.5 Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
17.6 Variation. Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
17.7 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of Qatar.
17.8 Jurisdiction. Each party irrevocably agrees to use their best efforts to amicably settle any dispute, controversy or claim arising out of or in connection with the performance of this Contract (including non-contractual disputes or claims) or arising out of or in connection with the breach, termination or invalidity thereof (a "Dispute"). Any Dispute between the parties arising out of or in connection with this Contract that the parties are unable to settle amicably shall be referred by either of the parties to formal mediation. In the event that an amicable resolution to the Dispute is not reached in mediation, the Dispute may be referred to arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("ICC") in force from time to time. There shall be one (1) arbitrator unless otherwise agreed. Within 30 (thirty) days of a party having requested or received notice of the arbitration the parties shall jointly appoint the arbitrator. Where the parties fail to agree and appoint an arbitrator as stipulated, an arbitrator will be appointed in accordance with the Rules of the ICC. The place of arbitration shall be Doha. The language of the arbitration shall be English. The competent court of the arbitration shall be the First Instance Circuit of the Civil and Commercial Court of the Qatar Financial Centre and, in the case of enforcement, the competent judge shall be the enforcement judge of the First Instance Circuit of the Civil and Commercial Court of the Qatar Financial Centre. The parties agree that the decision of the arbitrator shall be final and binding upon the parties and not subject to any appeal. The award shall be enforceable in the courts of Qatar and in any other court having jurisdiction.
17.9 Third party rights. Unless expressly identified in this Contract, no third parties shall have the right to enforce any term of this Contract.

Annex 1
Service Specification

Tel. Office: +974 44040355 Fax: +974 44040351, P.O.Box:14850, Doha- Qatar. E-mail: Finance@amiriyachts.gov.qa

Date	:	29-11-2021
Ref. No.	:	EM 15876A – 2 pages
Attn.	:	Mr. Hamou Moktefi
Subject	:	M/Y Al Adaid – Service of subcontractor MacGregor

Dear Sir,

With respect to your valuable request, we are pleased to submit our **QUOTATION** as follows:

1. **SCOPE OF WORK:**
   - As per attached Scope of work.

2. **PRICE:**
   - As per attached Scope of work and prices.

3. **EXECUTION/COMPLETION PERIOD:**
   - Execution time is Seven (07) working day for the scope of works allotted to Milaha Shipyard, as mentioned in the quotation.
   - Notification period of seven (02) working days are required prior starting of the job.
   - Quoted rates are based on work being carried out during normal working time Saturday to Thursday from 0600 hours to 1500 hours. National holidays are excluded.
   - Additional work may impact on delivery date.

4. **PAYMENTS TERMS:**
   - 100% on completion of work.

5. **VALIDITY:**
   - Our offer is valid for 30 days from the date mentioned on this letter.

6. **GENERAL:**
   - All prices are strictly quoted based on scope of works attached in our proposal.
   - All modifications to be carried out only after written approval from the client.
   - If Quantity/size/volume/material specification of any job increases/changes other than mentioned in our scope of work, additional or revised quote with subsequent job number will be forwarded for approval.

- Any class approval / third party inspection other that included in our quotation is client scope.
- All the Third-part services and equipment supply are subject to availability at the time of order confirmation.
- Any rectification work requested after completion of the original work scope will be considered as warranty work.
- Any taxes and duties payable within Qatar or internationally and related to this project are excluded from this proposal and will be charged as additional.

7. <u>ANNEXES to this PROPOSAL</u>

- Job report/time sheet.
- AY approval to start the job.

Trusting this meets your approval and assuring you of our best attention at all times.

Yours faithfully,

For:

Dario Arcella
VP – Shipyard
Milaha Shipyard

Email DArcella@milaha.com, Tel +974 4 494 7000

VESSEL NAME: M.Y. "AL ADAID"

REF NO: EM15876A
DATE: 29-11-2021

#	DESCRIPTION	UNIT PRICE (QRs)	TOTAL PRICE (QRs)
1	**BOW THRUSTER SERVICE**		**23,255**
1.1	**Service of subcontractor "MacGregor"**		23,255
	Attendances of Service Engineer for BT & Passerelle Hydraulic system troubleshooting onboard on 14,21 & 22 /11/2021. (Ref:Time sheet) (23 hrs).		9,488
	Attendances of Technician for BT & Passerelle Hydraulic system troubleshooting onboard on 14,21 & 22/11/2021. (Ref:Time sheet) (33 hrs).		7,755
	Testing of 1 no. Pumps(P) at Macgregor workshop.		3,325
	Overhauling & Testing of Passerelle valve blocks at Macgregor workshop.		1,875
	Supply of 8L Plugs O-rings sets-20 No's, Dowtywashers-5No's 1/14"X8L Adaptor fittings (Passerelle valve block overhaulig spares)		813
	Notes:		
	Excluding any other work.		
	TOTAL AMOUNT QUOTED UNDER BLOCK PRICE		**23,255**

MACGREGOR

Job Report / Time Sheet

Job No. .....

MacGregor Doha W.L.L.

Ship / Client : AL ADAID

Ship owner : AMIRI YATCH

Yard : PEARL QATAR

Persons present : CE

Lloyds No. : .....

Address : .....

Berth : .....

	INSPECTION
	INSTALLATION
	REPAIR / MAINTENANCE
	MODERNISATION
	CONVERSION

DESCRIPTION OF WORK

1 ARRIVED ONBOARD TO CARRY OUT TROUBLESHOOTING ON BOW THRUSTER SYSTEM

2 INSPECTED AND found THE following

STBD PUMP STANDBY - 25BAR DURING OPERATION NEUTRAL 30 BAR AND ON LOAD 140 BAR MAX

PORT PTO PUMP :- STAND BY - 260BAR DURING OPERATION " ON LOAD 80BAR.

PLANNED TO CONNECTED flow METER IN AB LINE ON BYPASSING BOWTHRUSTER MOTOR

TESTED PUMPS SEPARATELY PORT PUMP @ 140 BAR flow DUMPS TO ZERO.

STBD PUMP @ 280 BAR flow 46 LPM AND STABLE.

SETTINGS OF PUMP WAS CHECKED AND found SAME ON BOTH PUMPS.

PORT PTO PUMP TO BE REMOVED AND TESTED IN TEST BENCH.

OIL SAMPLE

Sr. No.	Equipment Type	Oil Sample	Testing Point	Remarks
1				
2				
3				
4				

THE WORKS CARRIED OUT ARE SUBJECT TO MacGREGOR TERMS AND CONDITIONS OF AFTER SALES OR SALES AND SUPPLY.

	Travel Time (Hours)	Standby Time (Hours)	Normal Time SUN - THU 08.00 - 18.00 Hrs.	Overtime I SUN-THU: 18.00 - 24.00 Hrs. SAT: 08.00 - 24.00 Hrs.	Overtime II SAT-THU: 24.00 - 08.00 Hrs. All Friday & Public Holidays
Engineer X 1	2		5		
Technician X 1	2		5		
Mechanic / Fitter / Welder					
Foreman					
Helper					

Port : PEARL QATAR

Date : 14/11/2021

Stamp: AL ADAID DOHA O.N. 213/05

Principal's Signature :

MacGREGOR Engineer :

MacGregor (ARE) LLC
P.O. Box 30029
Dubai - UAE
Tel : +971 4 4562863
Fax : +971 4 4562968
www.macgregor.com

MacGregor (ARE) Gulf LLC
P.O. Box 9667
Abu Dhabi - UAE
Tel : +971 2 5541 690
Fax : +971 2 5541 601
www.macgregor.com

MacGregor Doha W.L.L.
PO Box 153
Doha – Qatar
Tel : +974 4460 7310/7283
Fax : +974 4460 7314
www.macgregor.com

MACGREGOR

Job Report / Time Sheet

Job No. .....

MacGregor Doha W.L.L.

Ship/~~Client~~ : AL ADID – YATCH.

Lloyds No. : .....

Ship owner : AMIR YATCH.

Address : .....

Yard : PEAR JETTY.

Berth : .....

Persons present : CE.

	INSPECTION
	INSTALLATION
	REPAIR / MAINTENANCE
	MODERNISATION
	CONVERSION

EQUIPT :- THRUSTER SYSTEM.

DESCRIPTION OF WORK

* RE INSTALL THE PORT → THRUSTER PUMP, START AND CHECKED SYSTEM.
* CHECKED ALL PRESSURE PARAMETERS WORKING NORMAL.
* STABLIZING SYSTEM – 2000 PSI, THRUSTER SYSTEM :– 4000 PSI

PASARAU SYSTEM :-

* INSPECTED AND FOUND ALL THE SYSTEM NOT WORKING.
* AFTER TROUBLE SHOT FOUND ISSUE WITH VALVE BLOCK,
* REMOVED THIS VALVE BLOCK AND TAKEN TO WORKSHOP FOR O/H PURPOSE.

SIGN IN = 15:00 AM.
SIGN OFF = 18:00

OIL SAMPLE

Sr. No.	Equipment Type	Oil Sample	Testing Point	Remarks
1				
2				
3				
4				

THE WORKS CARRIED OUT ARE SUBJECT TO MacGREGOR TERMS AND CONDITIONS OF AFTER SALES OR SALES AND SUPPLY.

	Travel Time (Hours)	Standby Time (Hours)	Normal Time SUN - THU 08.00 - 18.00 Hrs.	Overtime I SUN-THU: 18.00 - 24.00 Hrs. SAT: 08.00 - 24.00 Hrs.	Overtime II SUN-THU: 24.00 - 08.00 Hrs. All Friday & Public Holidays
Engineer 1	2		8		
Technician 2	2		8		
Mechanic / Fitter / Welder					
Foreman					
Helper					

Port : PEARL JETTY

Date : 21/11/2021

Stamp : AL ADID DOHA C.N. 213105

Principal's Signature :

MacGREGOR Engineer : V. Senthil

MacGregor (ARE) LLC
P.O. Box 30029
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Tel : +971 4 4562863
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Fax : +974 2 4460 7314
www.macgregor.com

MacGregor Marine India Pvt. Ltd.
Kesar Solitare Office 301
Sector 19, Plot5, Sanpada East
Navi Mumbai 400 705, India
www.macgregor.com

MACGREGOR

Job Report / Time Sheet

Job No. .....

MacGregor Doha W.L.L.

Ship / ~~Client~~ : AL ADID – YATCH

Ship owner : AMIR YATCH

Yard :

Persons present : CE.

Lloyds No. :

Address :

Berth :

	INSPECTION
	INSTALLATION
	REPAIR / MAINTENANCE
	MODERNISATION
	CONVERSION

EQUIPT :- PARARALLEL SYSTEM

DESCRIPTION OF WORK

* OVERHAULED VALVE BLOCK INSTALL BACK TO THE SYSTEM.
* ALL LINES RE CONNECTED
* START AND CHECKED WORKING NORMAL.

OIL SAMPLE

Sr. No.	Equipment Type	Oil Sample	Testing Point	Remarks
1				
2				
3				
4				

THE WORKS CARRIED OUT ARE SUBJECT TO MacGREGOR TERMS AND CONDITIONS OF AFTER SALES OR SALES AND SUPPLY.

	Travel Time (Hours)	Standby Time (Hours)	Normal Time SUN - THU 08.00 - 18.00 Hrs.	Overtime I SUN-THU: 18.00 - 24.00 Hrs. SAT: 08.00 - 24.00 Hrs.	Overtime II SUN-THU: 24.00 - 08.00 Hrs. All Friday & Public Holidays
Engineer 1	2		4		
Technician 1	2		4		
Mechanic / Fitter / Welder					
Foreman					
Helper					

Port : PEARL JETTY

Date : 22/11/2021

Stamp : AL ADAID O.N. 213/05 DOHA

Principal's Signature :

MacGREGOR Engineer : V. Sandhi

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MacGregor Marine India Pvt. Ltd.
Kesar Solitare Office 301
Sector 19, Plot5, Sanpada East
Navi Mumbai 400 705, India
www.macgregor.com

MacGregor Doha W.L.L.

MACGREGOR

DELIVERY NOTE

(FOR INVOICING / NOT FOR INVOICING)

No. 1342

M/s. AMIR YATCH.
VESSEL : AL ADAID

DATE : 22/11/2021

OUR JOB NO. : TBA.

CLIENT'S ORDER :

OUR INV. NO. : TBA.

ITEM		QTY.
01.	PORT THRUSTER pump (100 cc) BENCH TEST @ 270 BAR.	1 no.
02.	PARARALL SYTEM VALVE BLOCK RESEALING AND TESTING →	1 SET.
	(i) SL plug / caps — 4 nos.	
	(ii) O' Rings (Cetope-3) — 20 nos.	
	(iii) Dowty washer (1/4") → 5 nos.	
	(iv) 1/4" BSP X SL Adapter → 1 no.	

RECEIVER'S ACKNOWLEDGEMENT

Shamakos Ellad

(PRINT NAME & SIGNATURE)

AL ADAID O.N. 213/105 DOHA

DELIVERED BY

V. Sudhir

P.O. Box 153, Doha, Qatar, Tel.: +974 4460 7310, Tel.: +974 4460 7283, Fax: +974 4460 7314, www.macgregor.com

This delivery is subject to Macgregor After Sales Terms and Conditions

WHITE : CLIENT / **GREEN** : INVOICE / **BLUE** : JOB FILE / **PINK** : MASTER / **YELLOW** : BOOK COPY