

1. GENERAL

- 1.1. These conditions apply to all offers by and all orders to FVH Facility Cleaning ME LLC and related companies, hereinafter described as 'FVH Facility ME, for the sale and delivery by FVH Facility Cleaning ME LLC of services (hereinafter: services), and to all agreements with FVH Facility Cleaning ME LLC with respect there to.
- 1.2. The applicability of conditions of the other party or customer (hereinafter: customer) of FVH Facility ME is hereby expressly excluded.
- 1.3. Provisions that deviate from these conditions may be invoked by the customer only if and to the extent that these provisions are accepted by FVH Facility ME in writing.
- 1.4. FVH Facility ME is able to ensure consistently spotless mobility where dirt build up caused by normal daily usage.

2. OFFERS, ORDERS AND AGREEMENTS

- 2.1 All offers by FVH Facility ME are non-binding.
- 2.2 Orders and acceptance of offers by the customer are irrevocable.
- 2.3 FVH Facility ME is only bound when it has accepted an offer in writing or has begun implementation. Moreover, FVH Facility ME is only bound as accepted in writing. Verbal commitments or agreements by or with its personnel do not bind FVH Facility ME, except and insofar as these have been confirmed by FVH Facility ME in writing.
- 2.4 These conditions apply to both changes to the agreement as well as separate agreements.

3. PRICE

- 3.1 Prices set by or agreed to with FVH Facility ME are net, thus exclusive of VAT, among other things, and only apply to delivery of services.
- 3.2 Prices set by or agreed with FVH Facility ME are based on the cost price at the time of signing the agreement. In the event of a later increase to the cost price due to government regulations or changes in the exchange rate, for example, FVH Facility ME is entitled to charge the customer a corresponding price increase.

4. DELIVERY PERIOD AND DELIVERY

- 4.1 The delivery period starts after the signing of the agreement, and after FVH Facility ME has received all items, documents and data to be provided by the customer, and after any agreed advance payment has been received by FVH Facility ME, or any agreed security for payment has been put at its disposal.
- 4.2 Failure to deliver within the delivery period does not entitle the customer to additional or substitute damages, or to non-fulfilment of any of its own obligations arising from the agreement. The customer is, however, entitled to rescind the agreement by a written declaration, if and insofar as after the above-mentioned failure to deliver, FVH Facility ME still fails to deliver the agreed services within a reasonable period as agreed with the customer in writing.
- 4.3 Delivery periods will be extended by the amount of time that the implementation of the agreement is delayed by force majeure. They will also be extended by the time that the customer is delayed in the fulfillment of any obligation than is agreed to or could reasonably be expected by FVH Facility ME
- 4.5 FVH Facility ME has the right to deliver in parts. Each partial delivery will be deemed an independent delivery with respect to the applicability of these conditions.



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5. RISK AND TRANSFER OF TITLE

5.1 All services delivered by FVH Facility ME remain the property of FVH Facility ME until such time as the customer has paid in full all that is owed to FVH Facility ME in connection with the underlying agreement and/or earlier or later agreements of the same nature, including damages, costs and interest. The customer has no right of retention with respect to these services.

6. FORCE MAJEURE

6.1 FVH Facility ME is entitled to invoke force majeure if the implementation of the agreement is, in whole or in part, temporarily or not, prevented or impeded by circumstances, due or not due to third parties and reasonably out of its control.

6.2 In the case of force majeure on the part of FVH Facility ME, its obligations are suspended. If the force majeure lasts longer than two months, FVH Facility ME and the customer are both authorized to rescind the non-feasible parts of the agreement by a written declaration, without prejudice to the provision of Article 10.

7. WARRANTY, CLAIMS, AND LIABILITY

7.1 If the quality of the services does not comply with the agreement, the customer must submit a claim in writing no later than 2 hours after physical acceptance of services and within 12 hours after delivery of services, failing which any claim on FVH Facility ME will lapse.

7.2 The customer will inspect and sign off the delivered services within 2 hours of (partly) completion of the delivered services, if not done by the customer, services are considered as accepted.

7.3 If the customer submits a claim as mentioned in the previous paragraph, he must give FVH Facility ME the opportunity to have the services inspected in order to determine the (allegedly) inferior quality.

7.4 In the case of a legitimate claim submitted in a timely fashion, FVH Facility ME will either redeliver at no cost, or credit the customer as far as is reasonable in whole or in part for the invoice value of the services in question, all of this at FVH Facility ME's option. These conditions are applicable in case of redelivery.

8. LIABILITY AND INDEMNIFICATION

8.1 FVH Facility ME's liability with regard to any defects in services it delivers is limited to the fulfillment of the guarantee described in the previous article.

8.2 FVH Facility ME is never obliged to pay substitute or additional damages except if and insofar as the damage suffered was inflicted intentionally or by the gross negligence of FVH Facility ME or its own employees. FVH Facility ME's liability for loss of profits, consequential or indirect damages is, however, excluded at all times, except in the case of intention on the part of FVH Facility ME itself.

8.3 In all cases in which FVH Facility ME is obliged to pay damages, these will never be higher than, at its option, either the invoice value of the services delivered whereby or in connection with which the damage was caused, or, if the damage is covered by an insurance policy of FVH Facility ME, the amount that is actually paid out by the insurer with respect thereto.

8.4 Any claim towards FVH Facility ME, except those recognized by FVH Facility ME, lapses after a period of 12 months from the time the claim arose.

8.5 FVH Facility ME's employees or independent contractors brought in by FVH Facility ME for the implementation of the agreement can, towards the customer, invoke all means of defense afforded by the agreement as if they themselves were party to that agreement.



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- 8.6 The customer will indemnify FVH Facility ME, its employees and independent contractors brought in by FVH Facility ME for the implementation of the agreement for each claim by third parties in connection with the implementation by FVH Facility ME of the agreement, insofar as those claims are greater than or different from those to which the customer is entitled from FVH Facility ME

9. PAYMENT AND SECURITY

- 9.1 Payment must take place within 30 days after the oldest invoice or delivery date. However FVH Facility ME is entitled at all times to claim full or partial payment in advance, and/or otherwise to obtain security for payment.
- 9.2 The customer relinquishes any right to set amounts charged by and between parties. Guarantee claims do not suspend the payment obligations of the customer.
- 9.3 If the customer does not pay any amount he owes pursuant to the foregoing, he is in default without notice. As soon as the customer is in default on any payment, all FVH Facility ME 's remaining claims on the customer are due, and the customer is immediately in default without notice with respect to those claims. As from the day on which the customer is in default, he owes to FVH Facility ME late interest equal to the legal interest rate for trade transactions on that day increased by four points.
- 9.4 All legal and extra-judicial costs related to the recovery of any claim against the customer will be for the account of the customer. The extra-judicial costs will amount to at least 15 (fifteen) percent of the amount claimed. The legal costs will be exclusively determined by actual costs paid by FVH Facility ME to its lawyers or directly to the courts. Customer and FVH Facility ME explicitly agree not to refer to any arbitrarily calculated sum to determine the legal costs.

10. RESCISSION

- 10.1 If the customer does not fulfill one or more of its obligations, does not fulfill them on time or adequately, is declared bankrupt, requests (temporary) moratorium, proceeds with the liquidation of its business, or if its assets are attached in whole or in part, FVH Facility ME has the right to suspend the implementation of the agreement or to rescind the agreement in whole or in part, without prior notice of default, by written declaration, at its option and always reserving any rights to which it is entitled with respect to compensation for costs, damage and interest.
- 10.2 The customer is authorized to rescind only in cases referred to in Articles 4.3 and 6.2 of these conditions, and then only after payment to FVH Facility ME of all amounts owed to FVH Facility ME at the time, whether or not due.

11. DISPUTES AND APPLICABLE LAW

- 11.1 All disputes existing between parties will be heard exclusively by the competent Dubai court, unless FVH Facility ME prefers another competent forum.
- 11.2 The agreement is subject to Dubai law.



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