

MAINTENANCE CONTRACT FOR ESPRESSO MACHINES AND GRINDERS

Between : REFIX FOR ELECTRONIC MACHINES AND TOOL FIXING - SOLE PROPRIETORSHIP L.L.C

and :

1. OBJECT

The COMPANY agrees to provide, and the CUSTOMER agrees to accept a Maintenance Service for the Equipment listed by model and serial number on the schedule at page 4 subject to the following terms and conditions.

2. MAINTENANCE SERVICE

The COMPANY shall provide all necessary labor, transport, replacement parts and test Equipment to maintain the Equipment in good operating condition.

The COMPANY's Maintenance Service shall consist of

i. Routine Preventive Maintenance Service

Four regular service per annum to be scheduled in advance over and above any other repair consisting of inspection, preventive and corrective maintenance and includes all necessary repairs, supply and fitting of new replacement parts. Where replacement parts are fitted, the parts removed become the property of REFIX FOR ELECTRONIC MACHINES AND TOOL FIXING - SOLE PROPRIETORSHIP L.L.C (see exception in the general conditions).

ii. Special Calls Requested by the CUSTOMER

The COMPANY shall from receipt of the problem report arrive at the CUSTOMER's installation site within:

- Abu Dhabi mainland: within (3) hours.
- Al Ain: within (5) hours.
- Western region and all other emirates: within (7) hours.

In any cases, the COMPANY's service personnel will attend to the reports of defects later than the next working day.

Should the COMPANY be unable to repair the Equipment within twenty-four (24) hours after their arrival, an Equipment of at least the equivalent model should be rented for 50% discount rate from the regular price to the CUSTOMER until the repair has been carried out on the CUSTOMER's Equipment. The business hours are Monday to Friday between 8:00 a.m. to 6:00 p.m. on the CUSTOMER's premises (excluding public holidays). The COMPANY should keep the customer informed of the problem report resolution progress.

The COMPANY undertakes to relocate the Equipment as and when requested by the CUSTOMER. Transport is to be provided by the CUSTOMER. For relocation of more than two

times per year the CUSTOMER will be charged for the COMPANY's installation rates depending on the geographical location as follows:

- Abu Dhabi mainland: AED 550
- Al Ain, Dubai and western reign: AED 750
- All other emirates: AED 950

All The Equipment so relocated or installed shall continue to be covered by this Agreement.

3. MAINTENANCE PREMIUM

The annual premium in respect of the Agreement is **AED 3500** payable yearly in advance.

4. EXCLUDED from the Service provided by this Agreement are:

- (i) Labor and parts necessary to repair damage caused by accident, fire, water, excess voltage, and unregulated power supply.
- (ii) De-scaling job as it is different from machines to machine due to water quality and some machine requires deep de-scaling and opening all inner parts of the machine.

5. INCLUDED from the Service provided by this Agreement are:

- (i) Replacing All Gaskets.
- (ii) Greasing if required
- (iii) Cleaning and descaling the group-head if required.
- (iv) Inspecting all fittings and advise the necessary action.
- (v) Cleaning all grinders
- (vi) Changing shower screen if required.

The CUSTOMER can send a notice of termination if the COMPANY commits any breach of any of the terms or conditions of this contract. However, if the breach in question is one which can be effectively remedied then the said notice of termination shall not be effective to terminate this contract, unless the COMPANY fails within thirty (30) days of the date of such notice effectively to remedy the breach complained of.

6. TERMINATION

The CUSTOMER can send a notice of termination if the COMPANY commits any breach of any of the terms or conditions of this contract. However, if the breach in question is one which can be effectively remedied then the said notice of termination shall not be effective to terminate this contract, unless the COMPANY fails within thirty (30) days of the date of such notice effectively to remedy the breach complained of.

If the CUSTOMER used any service company during the active period of this contract, then the contract shall be terminated, and no refund will be paid to the CUSTOMER.

7. GENERAL CONDITIONS

(i) The CUSTOMER shall allow the COMPANY's Field Engineer, after prior notice given in advance, full access to the Equipment always as may be necessary for the proper maintenance of the Equipment and shall if required, make available to the COMPANY's Field Engineer a member of his staff who is familiar with the CUSTOMER's machine.

(ii) The COMPANY agrees to maintain in confidence and not to disclose, reproduce or copy any materials, documentation or specifications which are provided to the COMPANY hereunder, or which are found at the premises. The COMPANY shall ensure that its employees

are bound by the same obligation, failing which the COMPANY will be liable to be sued for damages.

(iii) The COMPANY's liability to the CUSTOMER resulting from performance of maintenance service shall be limited to restoring the Equipment covered by this Agreement to good operating condition.

(iv) The COMPANY warrants any changed part of (2) months following the date of service visit.

(v) The present contract will begin on the "starting date of contract" and will stop on the "ending date of contract" as mentioned below.

The contract may be renewed at the option of the CUSTOMER on a written request addressed to the COMPANY not less than 4 months before the expiry of the present contract. Such renewal will be made on such terms and conditions as negotiated and agreed upon by both the CUSTOMER and the COMPANY.

(vi) The COMPANY shall reserve the right to increase the maintenance premium prior to renewal after consultation with the CUSTOMER. In case of increase of maintenance premium, the COMPANY will advise the CUSTOMER one month before the next "starting date of contract".

(vii) This contract will be governed by Laws of UAE.

Signed in two (2) originals and in good faith at

Abu Dhabi

Starting date of Contract:

Ending date of Contract:

The COMPANY: REFIX FOR ELECTRONIC MACHINES AND TOOL FIXING - SOLE PROPRIETORSHIP L.L.C

By : Mohamed Ali Mohamed

Signature & Stamp: : _____ Title : Owner Date:

The CUSTOMER:

By : _____

Signature & Stamp : _____ Title : _____ Date:

SCHEDULE

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