

BOOSTER SYSTEM MAINTENANCE SERVICES

TERMS & CONDITIONS

These Terms and Conditions of Booster Service Maintenance Services ("Terms and Conditions") is conditional on which Male' Water & Sewerage Company Private Limited, a Company established under the laws of Republic of Maldives under registration number C-67/95 ("we" "us" "our") will provide to the Client ("Client", "you" or "your") maintenance Services of the Clients' Water Booster System. (Collectively the "Parties").

The Booster System will be maintained by us as described, on the following Terms and Conditions:

1. AGREEMENT

These Terms and Conditions together with all updates and our Booster System Maintenance Service Form, collectively constitute the legal agreement ("Contract") between You and us. By signing our Booster System Maintenance Service Form you agree to be bound by these Terms and Conditions.

2. DEFINITIONS

The following expressions shall have the meanings given below except where the context otherwise requires:

"Booster System" or "Equipment" means the Water Booster pumps required in the water distribution system to increase the pressure in the pipeline and located at the place specified by you in the Booster System Maintenance Service Form.

"Booster System Maintenance Service Form" means the service form signed and completed by you requesting our Service, including the Contract Price for our services herein.

"Days" or "working days" means Sunday through Thursday and except public holidays or unless otherwise agreed by the Parties.

"Working hours" means 0800 hours to 1700 hrs during working days unless otherwise agreed by the Parties.

3. DURATION

The Contract will be effective as of the date of your acceptance these Terms and Conditions by signing our Booster System Maintenance Service Form and will remain effective for one year or until terminated by either party as set out below ("Termination").

4. MAINTENANCE SERVICES

The Booster System will be maintained by us as in the following:

- 4.1. Booster system will be maintained by trained and qualified staff directly employed and supervised by us. They will keep your Equipment properly adjusted, and will use all the reasonable care to maintain the Booster System in proper and safe operating conditions.
- 4.2. We will regularly and systematically examine, adjust and replace spares if required it to be necessary in order to ensure proper operating condition of the Booster System and if deemed necessary by us.

- 4.3. Booster system will be examined periodically to prevent malfunction of the system.
- 4.4. We agree to examine, lubricate, provide spare parts and adjust all the necessary equipment, furnished and installed by us with exceptions as stated hereinafter and if deemed necessary by us.
- 4.5. We shall have full and free access to the Equipment to provide service thereon. If persons other than us or our representative perform maintenance or repairs, and as a result further work is required by us to restore the Equipment to operating condition, such repairs will be billed at material rates then in effect.
- 4.6. It is agreed that we are not required to make renewals or repairs necessitated by reasons of negligence or misuse of the Equipment or by reason or any other cause beyond our control. We will not be liable for the following which are not included in the Contract:
 - (a) Any damage or loss incurred due to water leaks from the buildings internal water plumbing. Users shall assure that the internal plumbing installed should withstand water pressure of minimum 8 bars.
 - (b) Meter Relocation and connecting additional water meters to Booster System;
 - (c) Booster pump relocation;
 - (d) Maintaining building internal water pipelines;
 - (e) Defects or failures of manufactured goods, new construction, upgrades, obsolete or unavailable materials, repair of damage or correction of defects caused by abuse or neglect.
- 4.7. All work will be executed during our regular working hours at our regular working days. Emergency works are exceptional and will be attended at all times.

5. PAYMENT TERMS

The payment terms under these Terms and Conditions are:

- (a) Contract Price is as per the Booster System Maintenance Service Form.
- (b) The payment of the Contract Price shall be made annually in advance and it is not refundable.
- (c) You shall pay, in addition to the Contract Price, any tax imposed on you by any existing or future law and the amount of any tax imposed on us, our supplier or you under any statute, court decision, rule or this Contract becoming effective after the date of this Contract which is based upon or incident to the transfer, use, ownership or possession of materials or equipment involved in the performance hereof or the services rendered hereunder.
- (d) The Contract Price is based upon costs of labour prevailing locally where the Equipment is to be maintained as on and will be fixed for a period of one year from the date of commencement of Contract and will be annually renewed as per these Terms and Conditions. In the event of any alterations to these costs after this date the Contract Price will be varied prorata the percentage increase and decrease of labour costs, which shall be calculated by us.
- (e) We reserve the right to suspend the breakdown service and/or discontinue any other work under this Contract until all outstanding payments shall have been made as agreed and we are assured that subsequent payments will be made as they fall due.

6. TERMINATION

Either party may terminate this Contract upon written notice of 30 (thirty) days before the expiration of Contract Term. We may terminate this Contract following five (5) days written notice in the event that any payment owed to us by you under this Contract have not been made. In the event of termination for any reason you agree to pay us any outstanding payments.

7. INDEMNITY

You agree to indemnify, defend and hold us and our directors, officers, employees or agents harmless from and against any and all liability and costs, claims, losses and expenses, including but not limited to any damage caused to you or your property or Equipment or for injury or death of third parties or loss of or damage to property of third parties in connection with or arising out of your violation of this Contract, any applicable law or regulation, or the rights of any third parties unless such damage is directly and solely caused by the negligent acts or wilful misconduct of us or our directors, officers, employees or agents.

8. LIMITATION OF LIABILITY

In no event will we be liable to you for any special, indirect, incidental or consequential damages incurred by you as the result of this Contract or our performance of it, or otherwise.

9. FORCE MAJEURE

We shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control, including but not limited to acts of government, strike, lockouts, fire, explosion, theft, floods, riots, civil commotion, war, malicious mischief or act of God. Under no circumstances shall we be liable for consequential damages.

10. NOTICES

Any notice or communication permitted or required by this Contract shall be effective when personally delivered or deposited, or posted, mailed, telexed, telegraphed, emailed or facsimiled properly addressed to the appropriate Party at such address as each Party may specify in writing. A notice shall be effective when delivered or on notice's effective date, whichever is later.

11. REPRESENTATIONS

You represents that you have the authority to enter into this Contract.

12. AMENDMENT

We reserve the right to change prices, services or these Terms and Conditions at any time by posting a new version on our website. Revised Terms and Conditions is effected when posted on our website. Any other amendment shall be made in writing and signed by both parties to this Contract. If you do not wish to accept these revised Terms and Conditions, you are entitled to terminate this Contract by written notice to us, with effect from the date on which the revised Terms and Conditions would become effective. Unless you inform us in writing that you do not wish to accept these revised Terms and Conditions, it shall be deemed that you agree to be bound by the revised version of the Terms and Conditions.

13. ASSIGNMENT

You shall not assign, in whole or in part, its obligations to perform under this Contract, except with our prior written consent.

14. INUREMENT

This Contract shall inure to the benefit of and be binding upon each of the parties and their respective successors-in-title, permitted assigns and liquidators.

15. PARTIAL INVALIDITY

If at any time any provision of this Contract is or becomes illegal, invalid or unenforceable in any respect under the laws of Maldives, neither the legality, validity or enforceability of the rest of the remaining provisions of this Contract will remain in full force and effect.

16. TITLE AND CAPTIONS

All article or section titles or captions in this Contract are for convenience only. They shall not be deemed part of this Contract and in no way define, limit, extend or describe the scope or intent of any provisions hereof. Except as specifically provided otherwise, references to "Clauses" and "sub-paragraphs" are to Clauses and sub-paragraphs of this Contract.

17. DISPUTE RESOLUTION

In the event of a dispute or disagreement between the Parties in connection with this Contract or any matter arising therefrom, the Parties shall initially seek to resolve the same amicably and through discussion. If the dispute or disagreement cannot be resolved within a period of 21 (twenty-one) calendar days of it being raised in writing by a Party, any one of the Parties may refer the matter to be finally settled by the relevant court of law in the Maldives for adjudication.

18. GOVERNING LAW

This Contract shall be governed by, construed and enforced in accordance with the laws of the Republic of Maldives.

19. ENTIRE CONTRACT

This Contract constitutes the entire agreement between the parties with respect to the subject matter contemplated herein and supersedes all oral statement and prior writings.