

CPV ARABIA

1010743727 :س.ت: CR
VAT Certificate: 311069647500003

TIS Reference No.	مرجع الفحص الفني رقم	Quotation Date	تاريخ التقرير
233338		15-Sep-2024	
		Reference CPV	
Subject: Quote for inspection for completed or undergoing construction building Additional charges for tests		الموضوع: عرض الفحص الفني للمباني النشائية المكتملة رسوم إضافية لعمل اختبارات	
As per your below proposal number for Inhabited Defect Insurance. CPV Global Arabia Ltd is assigned to provide the service of an inspection to carry out the IDI required inspections.		بناء على رقم الطلب الظاهر أدناه للتأمين على العيوب الخفية. تم تعيين شركة سي بي في جلوبال العربية المحدودة لتقديم خدمة الفحص الفني لإجراء عمليات الفحص المطلوبة لتطبيق آلية التأمين على العيوب الخفية.	
Client Name (Contractor) (اسم العميل (المقاول)	شركة اسطورة المشاريع للمقاولات		
Name of Project اسم المشروع	مدارس حي عرفة		
Description of project طبيعة المشروع	Educational		
Project location	حي عرفة		
Phone التليفون	591703740		
owner المالك	شركة يمامي القابضة		

Sr.#	Description الوصف	QTY كمية	Rate Per unit	الإفرادي السعر	Total	المجموع
01	Reinspection For Completed Structure	1	6419		6419	

The visits will cover inherited defects insurance as per the below scope

الزيارات الميدانية بغرض اصدار تقارير للتأمين ضد العيوب الخفية ستشمل التالي

<p>Scope of Work The client must provide:</p> <ul style="list-style-type: none"> Design Review Detailed Visual Inspection Foundations Risk Assessment Materials & Technology Existing Structures During construction works Taking Over the Inspection NDT or DT for building, wholly or partially completed. If the test results were unsatisfactory / failed, then a destructive test will be required, and it will be quoted separately. <p>The current construction stage at the time of application:</p> <ul style="list-style-type: none"> Not yet started. Foundation work completed. work is partially completed, and insulation of roofs has not started. Structure work and roof insulation completed 	<p>The client must provide:</p> <p>A formal letter from the contractor signed and stamped to ensure that the construction stages were executed according to the construction plans and the Saudi building code.</p> <p>A formal letter from the consultant signed and stamped to ensure that the construction stages were executed according to the construction plans and the Saudi building code.</p> <p>The quotation doesn't include the price of any destructive tests.</p> <p>The client must enable access to 20% of foundations to perform noun distractive</p> <p>مرحلة البناء الحالية وقت تقديم الطلب:</p> <ul style="list-style-type: none"> لم يبدأ بعد. النتهاء من مرحلة القواعد النتهاء من الهيكل جزئيا وقيل عزل السطح النتهاء من الهيكل كليا وبعد عزل السطح
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Quotation Total	6419	إجمالي عرض السعر
% Discount	0	% خصم
15 % VAT applicable	962.85	%ضريبة القيمة المضافة 15
Grand Total including VAT	7381.85	الإجمالي شامل ضريبة القيمة المضافة

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طريقة السداد	مدفوعات الكترونية
Payment Terms: 100% Down Payment Online Payment	
<u>Follow this Link to Pay the Fees</u>	
The technical inspection service is subject to the terms and conditions of CPV Arabia during the life of the project.	تخضع خدمة الفحص الفني لشروط وأحكام سي بي في العربية خلال فترة المشروع
Validity of this the technical inspection service offer is 30 Days.	صلاحية عرض خدمة الفحص الفني 30 يوم

General terms and conditions

1. General

- Unless otherwise expressly agreed in writing, all offers or services and all resulting contractual relationships between CPV Arabia and the client shall be governed by these general conditions of inspection and testing services.
- CPV Arabia will only provide the services included in the activities that correspond to the offer, quotation, or order. These services will only be provided to the client.

2. Definitions

Company: means CPV global Arabia limited company.

Client: means the person, firm, or legal entity and any subsidiary or affiliate, firm, or legal entity for which the service is provided. Name and details of the client as stated in the offer, quotation, or order form.

Services: means the work to be performed by the company pursuant to this agreement and as specified in the company order form, quotation, or proposal. Order form: means the company standard form on which an order is placed for the provision of the services placed by the client with the company in accordance with the agreement.

Parties: means the company and the client as named and specified in the main body of the order form or offer.

Fees: means the charges agreed between the company and the client to facilitate the execution of the agreement over the service period. The agreement fee does not include costs and fees arising from sources external to the company.

3. Provision of services

- The company will provide services using reasonable care and skill and in accordance with the requirements and scope of work defined in the offer or order form.
- Information stated in reports is derived from the results of inspection or testing procedures carried out in accordance with the instructions of the client, and our assessment of such results on the basis of any technical standards, or other circumstances which should in our professional opinion be taken into account.
- Reports issued by the company will reflect the facts as recorded by it at the time of its intervention only and within the limits of the scope agreed upon with the client
- The signed report (manually or electronically signed) is the only legally binding document. The company is under no obligation to refer to, or report upon, any facts or circumstances which are not included in the scope of work.
- The company shall provide the reports according to the agreement with the client either/or in electronic form or in paper form. In absence of an agreement, it will be in the company's sole discretion if it will deliver in electronic or paper form.
- The company may delegate the performance of all or part of the services to a subcontractor. The company may disclose all information necessary for such performance to the subcontractor.
- Should the company receive documents reflecting engagements contracted between the client and other parties, such as copies of sales contracts, letters of credit, bills of lading, etc., they are considered to be for information only, and do not extend or restrict the scope of the services or the obligations defined in the agreement.
- By providing the services, the company neither takes the place of the client or any third party. The contract which forms the basis of the services shall not affect any contractual relationships between the client and third parties.
- The company shall provide the services at such time which is customary in the market. Deadlines and time limits with regard to the provision of the services are solely binding, if and to the extent confirmed in writing by the company beforehand.
- Observance of any time limits requires the timely receipt of all and any documents to be provided by the client as well as the client duly meeting its obligations of cooperation.

4. Obligations of the client

The client must

- Ensure that the information, instructions and documents necessary for the performance of the services are accurate and given to the company in due time (in any event not later than 48 hours prior to the agreed intervention)
- Provide all necessary access for the company's representatives and agents to the premises where the services are performed and take all necessary steps to eliminate or remedy any obstacles to or interruptions in the performance of the services.
- Supply at no charges to the company, if required, any special equipment and personnel necessary for the performance of the services and making sure that the equipment is in good condition and suitable for the purposes for which it is used as per standards.
- Ensure that all necessary measures are taken under their sole responsibility for safety and security of working conditions, sites and installations during the performance of services.
- Inform the company in advance of any known hazards or dangers, actual or potential, associated with any order or samples or testing including, for example, presence or risk of radiation, toxic or noxious or explosive elements or materials, environmental pollution or poisons. The client shall be liable for all and any damage arising during providing the services.

5. Prices and conditions of payment

- a. Fees which are not agreed on between the company and the client shall be at the company's current price lists (which are subject to change). All and any prices shall be exclusive of vat applicable for the time being.
 - b. The client will pay not later than 14 days from the relevant invoice's date or within such other period as may be established by the company in the invoice (the "due date") all properly calculated fees. In case the client doesn't pay before due date a monthly interest at a rate of 1 % above the base rate will become due from the beginning of due date and will be calculated on daily basis till the date of payment.
 - c. In case payments are not done in due time, the client shall pay all of the company's collection costs, including attorney's fees and collection charges.
 - d. In case of late payments the company may suspend providing some or all of its services till receiving all due payments.
 - e. The client doesn't have the right to set off a retention, in case there are invoices objections from the client side, it has to be raised within 14 days after receiving the invoice from the company, it is not possible to raise any objection thereafter.
 - f. In the event of any unforeseen problems or expenses arising in the course of carrying out the services the company shall endeavor to inform the client and shall be entitled to charge additional fees to cover extra time and cost.
 - g. In case the client fails to comply with any of its obligations, or if the company is unable to perform all or part of the services for any cause whatsoever outside the company's control the company shall nevertheless be entitled to payment of:
 - I. The amount of all nonrefundable expenses incurred by the company; and (ii) a proportion of the agreed fee equal to the proportion of the services actually carried out
 - II. A proportion of the agreed fee equal to the proportion of the services actually carried out
 - h. The invoice is usually sent by email as a pdf file from our electronic mailbox.
 - i. Number of inspections and project time is limited as per the TIS offer, in case additional inspections are requested by the client or the project time gets extended the price will change accordingly.
6. **Confidentiality**
- The client and the company under- take to keep confidential all and any business and trade secrets obtained from the other party within the contractual relationships, not to disclose them to third parties without the prior written approval of the other party and not to use them without permission for own purposes. Information acquired or gained within the contractual relationships shall be treated confidentially by the company, unless publicly known or accessible, already known to the company or disclosed to the company by a third party without breach of any obligation of secrecy. The definition of third parties in terms of this clause does not include affiliated companies, agents, nor subcontractors.
7. **Data protection**
- a. In the course of the provision of the services, the company and the client may each obtain access to the personal data of the respective other party. The parties shall process the personal data only to fulfill the contractual obligations for which they are responsible. Any further processing which would constitute a change of purpose is prohibited.
 - b. The company reserves all rights to the data obtained in the course of the service provision and to the reports of findings created.
 - c. The client may use the reports of findings created in the context of the contractual relationship, including all tables, calculations and other details, only after full payment of the fees has been rendered and only for the contractually agreed purpose. However, the client is not permitted to change, edit or use only extracts of the reports of findings. A disclosure of reports of findings to authorities or other public bodies is permissible if and to the extent that this is necessary according to the contractually agreed purpose or is prescribed by statute. Any publication or public communication of the reports of findings or extracts thereof, particularly via the internet or for advertising purposes, and any other disclosure to third parties, is permissible only with the prior written consent of the company.
 - d. The company reserves its rights related to all and any test methods and test procedures as well as to all and any instrument and equipment that the company develops independently or generally uses, unless such test methods and test procedures as well as instrument and equipment have been developed within the conduction of the services for the client exclusively according to a written agreement.
8. **Assignment and subcontracting**
- a. The company may, in its sole discretion and without prior notice to customer, assign, transfer or delegate the performance of all or any part of the services under this agreement to any affiliate, agent or subcontractor of the company, provided that such action is consistent with the requirements of any applicable accreditation system, and the client hereby consents to any such delegation.
 - b. The client shall not without company's consent, assign, transfer, subcontract or deal in any way with any of its rights or obligations under the agreement, in whole or in part, without company's consent.
9. **Force majeure**
- In the event, that the company is prevented, in whole or in part, from fulfilling its obligations arising from the contract for reasons beyond the company's control ("force majeure"), such as natural disasters, war, terrorist activities, labor disputes or pandemics, the company shall be released from its obligation to perform and shall not be responsible for the portion or total failure to perform its obligations arising from the contract. In this case the customer shall pay to the company: - the expenses incurred by the company due to the failure to perform under the contract; - a portion of the agreed payment corresponding to the actual proportion of the services carried out (if applicable). In the event, that the company is prevented from fulfilling its obligations arising from the contract for more than 3 months due to force majeure, either party shall be entitled to terminate the contract with immediate effect.
10. **Miscellaneous**
- a. If any one or more provisions of these general conditions are found to be ineffective or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
 - b. During the course of providing the services and for a period of one year thereafter, the client shall not directly or indirectly entice, encourage or make any offer to company's employees to leave their employment with the company.
 - c. Use of the company's corporate name and/or registered marks for whatever advertising purposes is not permitted without the company's prior written authorization.
 - d. The company may mention for purposes of reference the cooperation with the client. Within four (4) weeks after the conclusion of the contractual relationship, the client may object to said use.
 - e. Nothing in this agreement is intended to create a partnership, joint venture, or association of any kind between the parties, nor shall either party be deemed to be an agent of the other party for any purpose.

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11. Governing law, jurisdiction and dispute resolution

All disputes arising out of or in connection with the contractual relationships hereunder shall be governed by and construed in accordance with the substantive laws of kingdom of Saudi Arabia exclusive of any rules under international private law. The exclusive place of jurisdiction for all these disputes shall be the registered office of the company. The company is, however, also entitled to sue the client at client's place of general jurisdiction.

12. Cancellation and refund policy

- a. This contract cannot be canceled if its connected to an inherent defect insurance (IDI), a proof of IDI insurance policy cancelation is required.
- b. Letter request from customer for refund must be written on his/her establishment letter head papers, attested by chamber of commerce (if possible) and sent original letter officially to tis office.
- c. Cancelation in case:
 - Cancelation of project (during/before).
 - before start any inspection:
 - o 75% of the money will be refunded & 25% will be deducted for administration cost
- d. After the start/During the project:
 - a- we will refund the unperformed visits only & 25% will be deducted for administration cost as follows:
 - i. If performed visits less than 50%, then 50% will be refunded.
 - ii. If performed visits exceed 50%, then 25% will be refunded.
 - iii. If performed visits exceed 75%, then no refunds.
- e. The notice period: 1 month.
- f. Refund of the quotation is valid only 1 month.

Signature:

The client agrees to the above rates and Terms and Conditions, For that reason, they initially signed each page and that last page.

<p>Date:.....</p> <p>Authorized Signatory</p>	<p>Authorized Signatory</p>
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