

# SUPPLEMENTAL CONDITIONS FOR MENAP

These Supplemental Conditions are incorporated into and amend the Mace Macro Standard Conditions Of Contract (the “**Conditions**”), as set out in the Conditions, if the Agreement and/or the Work is subject to the Laws of the following countries or jurisdictions:

Bahrain	Egypt	Jordan	Kuwait
Oman	Qatar	Kingdom of Saudi Arabia	Turkey
United Arab Emirates	Pakistan	And any countries typically included in MENA	
Iraq	Lebanon		

## 1. INSURANCES

1.1 Without prejudice to the Vendor's obligations to indemnify Mace Macro, the Vendor shall procure and maintain policies of insurance covering its legal liability under this Order for the following minimum amounts (or equivalent amount converted under an established and recognised exchange rate into the currency of this Order) for each and every occurrence unlimited in the annual aggregate:

- 1.1.1 Employers Liability (or Worker's Compensation) – minimum required by Law, and at least AED 7,500,000
- 1.1.2 Public or Third Party Liability - AED 7,500,000
- 1.1.3 Products Liability - AED 7,500,000 (in respect of Goods)
- 1.1.4 Professional Indemnity – AED 4,000,000 (in respect of Services)

In each case, with 6 year run-off cover.

1.2 The Vendor shall produce to Mace Macro when so requested such evidence as Mace Macro may reasonably require that the insurances referred to herein have been taken out and are in force at all times. In the event that the Vendor fails to produce appropriate evidence Mace Macro may obtain such insurance and recover the cost from the Vendor.

## 2. UAE FIRE SAFETY

2.1 Where Work is performed in United Arab Emirates:

- 2.1.1 fire and life Safety Requirements from Civil Defence shall be strictly followed as per latest edition of UAE Fire and Life Safety Code of Practice, and other rules and regulations from Civil Defence; and,
- 2.1.2 all the materials relevant to Fire and Life Safety, shall be approved and listed by individual Emirates' Civil Defence.

## 3. CHANGE TO VAT/GST

3.1 In the event of any change in Law implementing a change to VAT (as defined in the Conditions) during the Contract Period, Mace Macro shall only bear the risk of payment of the additional VAT to the extent that this is recoverable under the Head Contract. To the extent that it is not recoverable under the Head Contract, Vendor shall bear the risk and Mace Macro shall be entitled to offset amounts equivalent to the un-recovered additional VAT from the Prices in any invoice.

## 4. CURRENCY AND PAYMENT

4.1 The Currency of this Agreement is AED, unless stated otherwise in the Purchase Order or Standard Purchase Contract. All references in this Agreement to amounts in other currencies will be deemed converted to that currency utilising the exchange rates published by Barclays Bank plc (UK) on the relevant date.

4.2 The Parties acknowledge that this Agreement is a subcontract agreements where Mace Macro has commissioned Vendor to provide Goods and/or Services to its Client(s), and that payment will be on back-to-back terms, within fourteen (14) days of Mace Macro receiving payment from the Client, subject to any deduction or set-off which the Client may make.

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4.3 Otherwise, the final date for payment of invoices shall be sixty (60) days after the Due Date.

## 5. **WORKERS' ACCOMMODATION**

5.1 Vendor will allow Mace Macro to visit Vendor's workers' accommodation to physically check that it is fit for purpose and in compliance with all Laws and any requirements in this Agreement or imposed by the Client regarding health, safety and environmental standards. Mace Macro will conduct such audits randomly, at intervals of Mace Macro's choosing and without prior notice. Vendor will comply with any observations or improvement notices issued by Mace Macro following such audits.