

Consignment Terms and Conditions

These Conditions apply to the supply of Goods in accordance with the Supply Letter.

1 INTERPRETATION AND DEFINITIONS

1.1 In these Conditions (save as expressly provided or unless the context otherwise requires) the following words and phrases shall have the following meanings:

"Affiliate(s)" means in relation to a Party, any entity that it directly or indirectly controls, is controlled by, or is under common control with that Party.

"Conditions" means these Consignment Terms and Conditions;

"Consignee" means the entity which issues this Contract as specified and described on the Front Page;

"Consignor" means the person so described on the Front Page;

"Consignee Background IP" means the Intellectual Property Rights owned by or licensed to the Consignee which exist prior to the date of this Agreement, but does not include Consignor Background IP or Project IP;

"Consignor Background IP" means the Intellectual Property Rights owned by or licensed to the Consignor which exist prior to the date of this Agreement, but does not include Consignee Background IP or Project IP;

"Contract" means the Front Page and these Conditions and any other appendices attached and any other documentation expressly incorporated herein by agreement of the Consignee and Consignor subject to the Supply Agreement;

"Dispute" means any dispute or difference arising between the parties of

whatever nature howsoever arising under, out of or in connection with this Contract;

"Force Majeure Event" means any cause preventing either party from performing any or all of its obligations and which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented;

"Front Page" means the front page of the consignment form at Schedule 2 of the Supply Letter;

"Goods" means the goods (if any) described in the Scope of Supply;

"IBAAE" means Inside Burj Al Arab Experience, a luxury hotel operating under the "Jumeirah Brand" which may enter into a Contract for consignment of Goods as part of the Interactive Inside Burj Al Arab Experience;

"Bespoke Goods" means the goods manufactured and procured by the Consignor to a customised design and specification approved by the Consignee, and supplied by Consignor to be exclusively offered by the Consignees as part of the Inside Burj Al Arab Experience;

"Intellectual Property Rights" means patents, inventions (whether patentable or not), trade marks, service marks, logos, trade names, domain names, database rights, design rights, rights in know-how, confidential information, trade secrets, copyrights, moral rights and any other intellectual property or proprietary rights (including rights in computer software), in each case whether registered or unregistered and including applications for the grant of any such rights and any and all forms of protection having equivalent or similar effect anywhere in the world and any rights

under licences in relation to any such right;

"Non-bespoke Goods" means goods which are part of the Consignor's standard range of goods and which do not incorporate the Consignee Background IP and/or have not been manufactured and procured by Consignor to a personalised design or specification as part of the Inside Burj Al Arab Experience, but rather a standard design approved by Consignee, and supplied by Consignor to Consignee;

"Price" means the price set out in the Contract;

"Project IP" means Intellectual Property Rights discovered or coming into existence as a result of, for the purposes of or in connection with the consignment of Goods in accordance with this Contract but does not include Consignee Background IP or Consignor Background IP;

"Scope of Supply" means the details of the purchase of Goods and/or supply and acquisition of the Services set out in the Front Page, including any Specifications;

"Services" means the services (if any) described in the Scope of Supply;

"Specifications" includes any plans, drawings, data, specifications or other information relating to the Goods or Services;

"Term" means the duration of the Contract stated on the Front Page; and

"UAE" means the United Arab Emirates;

"VAT" means any value added tax or similar consumption tax.

1.2 references to a "person" include an individual, body corporate (wherever incorporated), unincorporated association, trust or partnership (whether or not having separate legal personality), government, state or agency of a state,

or two or more of the foregoing;

1.3 references to the singular shall include the plural and vice versa and any gender includes the other gender;

1.4 references to Clauses are to clauses of these Conditions;

1.5 the headings in these Conditions are included for convenience only and shall not affect the interpretation or construction of these Conditions;

1.6 references to writing shall be deemed to include any modes of reproducing words in a legible or non-transitory form;

1.7 the words "include" and "including" shall be construed as being by way of illustration or example, and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words; and

1.8 references to a statute or statutory provisions are to such statute or statutory provisions as amended or re-enacted whether before or after the date of these Conditions and include all subordinate legislation made under the relevant statute whether before or after the date of these Conditions.

2 CONTRACT

2.1 The Consignee may at any time request from the Consignor a change to the Contract. Such request may relate to the Scope of Supply and/or the Specifications whereby new Goods or Services are offered or needed, or where the Scope of Supply and/or Specification of the Goods and/or Services available to the Consignee is increased, decreased or otherwise altered.

2.2 The Consignor shall use its reasonable efforts to meet the Consignee's request for a change to the Contract.

2.3 The terms of any change to the Contract

must be agreed in writing and signed by an authorised representative of the Consignor and the Consignee.

3 CONSIGNMENT ARRANGEMENT

3.1 The parties agree that the Consignor shall supply the Goods and that the Consignee shall offer the Goods for sale as part of the Inside Burj Al Arab Experience.

3.2 The Consignee shall prepare a monthly sales report for the Consignor who will carry out a stock take at the end of each month.

3.3 The Goods will remain on sale for a period of six (6) months from the date of delivery of such Goods by Consignor. If such Goods are deemed to be non-moving due to non-sale of the same, Consignor will replace them with new Goods, the type and quantity of which shall be agreed between the parties.

4 SPECIFICATIONS

4.1 The quantity, quality and description of the Goods and/or Services shall, subject as provided in these Conditions, be as specified in the Scope of Supply and in any relevant Specifications.

4.2 Any Specifications specifically produced by the Consignor for the Consignee, in connection with this Contract, together with the Intellectual Property Rights in such Specifications, shall be the property of the Consignee.

4.3 The Consignor shall not disclose to any third party or use any such Specifications except to the extent that they come into the public domain through no fault of the Consignor, or as required for the purpose of the Contract.

4.4 The Consignor shall comply with all applicable laws concerning the manufacture, packaging, packing and delivery of the Goods and in the

performance of the Services.

4.5 The Consignor shall clearly mark the packaging for all Goods with the Contract number.

4.6 The Goods shall be marked in accordance with the Consignee's instructions and any applicable regulation or requirement of the carrier, and properly packaged and secured so as to reach their destination in an undamaged condition in the ordinary course of business.

5 INSPECTION

5.1 The Consignor shall not unreasonably refuse any request by the Consignee to inspect and test the Goods during manufacture, processing or storage at the premises of the Consignor or any third party prior to dispatch, and the Consignor shall provide the Consignee with all facilities and assistance as reasonably required for the inspection and testing.

5.2 If as a result of the inspection the Consignee or his appointed representative is not satisfied that the Goods will comply in all respects with the Contract, and the Consignee so informs the Consignor in writing within seven (7) days of inspection or testing, the Consignor shall at its own expense take such steps as are necessary to ensure compliance.

6 PRICE OF THE GOODS AND SERVICES

6.1 The Price and currency for the payment of the Goods and/or Services shall be as stated in the Contract and, unless otherwise stated, shall be inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods (if any) to the address stated in the Contract and any duties, imposts or levies. Upon request the Consignor shall provide the

- Consignee with a statement of accounts.
- 6.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in the rates of exchange, imposition or increase of taxes or otherwise) without the prior written consent of the Consignee.

7 TERMS OF PAYMENT

- 7.1 Unless otherwise specified in the Front Page, the Consignor shall be entitled to invoice the Consignee on or at any time after delivery of the Goods and/or performances of the Services, as the case may be. Each invoice shall provide details of the Goods and/or Services to which they relate: quantities; descriptions and unit prices (where appropriate).
- 7.2 Unless otherwise specified in the Front Page, the Consignee shall pay the Price of the Goods and/or Services within forty five (45) days after the end of the month of receipt by the Consignee of a proper invoice or, if later, after acceptance of the Goods and/or Services in question by the Consignee.
- 7.3 The Consignee shall be entitled to set-off against the Price any sums owed to the Consignee by the Consignor.
- 7.4 Amounts payable as VAT due by the Consignee under this Agreement shall only be payable to the Consignor upon receipt of a valid VAT invoice or similar document as prescribed by the relevant laws.
- 7.5 To the extent applicable, any VAT due on reimbursements to the Consignor under this Agreement shall only be payable upon receipt of a valid VAT invoice or similar document as prescribed by the relevant laws.
- 7.6 Where costs recharged the Consignee are incurred by the Consignor in the name and on behalf of the Consignee, VAT due on such amounts shall be

payable upon receipt of the original VAT invoice or similar document in the name of the Consignee.

- 7.7 If an adjustment of VAT is required as a result of an adjustment event in respect of a supply made pursuant to this Agreement, then the Consignor, as prescribed in the VAT law, must issue a debit or credit note within seven (7) days after the date of the adjustment event.

8 DELIVERY

- 8.1 The Goods shall be delivered to, and the Services shall be performed at, the location and on the date (or within the period) as stated in the Contract during the Consignee's usual business hours.
- 8.2 The Consignor shall supply the Consignee in good time with any instructions or other information required to enable the Consignee to accept delivery of the Goods and/or performance of the Services.
- 8.3 The Consignee shall be entitled to reject any Goods and/or Services delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods and/or Services until the Consignee has had twenty one (21) days from the delivery date to inspect them or, if later, a reasonable time has passed after any latent defect in the Goods and/or the Services rendered has become apparent.
- 8.4 Where the date of delivery of the Goods and/or performance of the Services is to be specified after execution of the Contract, the Consignor shall give the Consignee reasonable notice of the specified date.
- 8.5 If delivering food and/or beverages, the Consignor shall clearly display delivery vehicle registration documents in the delivery vehicle and give a copy of the delivery vehicle registration documents to the Consignee's representative at the

point of delivery. The Consignee reserves the right to reject food and beverage deliveries if the Consignor does not meet the requirements of this clause.

8.6 The time of delivery for the Goods and/or the performance of the Services is of the essence of the Contract.

9 COMPENSATION FOR LATE DELIVERY OR PERFORMANCE

9.1 In the event that any date agreed for the delivery or performance of the Goods and/or Services is exceeded (otherwise than through the Consignee's fault or as a result of circumstances under the Consignee's control) the Consignee may deduct from the Price or (if the Consignee has paid the Price) claim from the Consignor by way of liquidated damages for delay the sum of five per cent. (5%) of the Price of the Goods and/or Services (where appropriate) that cannot be put into commercial service or performed (as appropriate) for each seven (7) day period that such Goods and/or Services (as appropriate) are delayed subject to a maximum in aggregate sum equal to twenty five per cent. (25%) of the Price of such Goods and/or Services delayed.

9.2 The parties acknowledge that the compensation provided for in Clause 9.1 is direct damages and is a genuine pre-estimate of the loss and damages which the Consignee may suffer as a result of any delay in the delivery of Goods and/or performance of Services.

9.3 The payment of such compensation under this Clause shall (i) not relieve the Consignor of its obligation to deliver the Goods and/or perform the Services or any other requirement under this Contract; and (ii) be without prejudice to Consignee's other remedies under law.

10 CONFLICTS OF INTEREST/COMPLIANCE WITH LAWS

10.1 Consignor shall not pay or give any fee, commission, rebate or anything of value

to or for the benefit of any staff of the Consignee, nor will the Consignor do business with any company knowing the results might directly benefit any staff of the Consignee. Consignor shall comply with: (i) all applicable laws, statutes and regulations relating to anti-bribery, corruption and fraud, including but not limited to the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977; and (ii) any of the Consignee's ethics or anti-bribery policies as may be notified to Consignor from time to time. Consignor shall use its best efforts not to permit any of its staff to engage in any activities contrary to or detrimental to the best interest of the Consignee. Without prejudice to the foregoing, Consignor shall disclose to Consignee in writing any staff of the Consignor that are a family member or relative to any of Consignee's staff.

11 RISK AND PROPERTY

11.1 Risk of damage to or loss of Goods shall pass to the Consignee upon delivery to the Consignee in accordance with this Contract.

11.2 Subject to Clause 11.3 the property in the Goods will pass to the Consignee upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Consignee once payment has been made in full.

11.3 Where the Consignee intends to conduct acceptance tests, property in the Goods will not pass until those tests have been satisfactorily completed and the Goods have been accepted.

12 WARRANTIES AND LIABILITY

12.1 The Consignor warrants to the Consignee that the Goods and Services:

(a) will be of a satisfactory quality and fit for the purpose for which they are intended as held out by the Consignor or made known to

- the Consignor in writing at the time the Contract is executed;
- (b) will be free from defects in design, material and workmanship;
- (c) will correspond with any relevant Specifications or sample as to quantity, quality and description, and any other specifications, requirements or instructions made known to the Consignor;
- (d) will have the capacity or performance characteristics as set out in the Specifications and, where the Consignee requires proof of the capacity or performance characteristics of the Goods, the Consignor shall provide such; and
- (e) will comply with all applicable laws and regulations relating to the sale and supply of goods and services in force at the time of delivery.
- 12.2 The Consignor warrants to the Consignee that the Services will be performed by appropriately and properly experienced, qualified and trained personnel, with due care, skill and diligence and to such a high standard of quality as it is reasonable for the Consignee to expect in all circumstances (assuming highest international standards), and that all tools, machinery and supplies necessary for the purposes of the Consignor performing the Services shall be in a good state of repair, maintained to first class standards and provided at the Consignor's own expense (unless expressly agreed otherwise in writing).
- 12.3 The Consignor warrants to the Consignee that it has the full right and has and will maintain the power, authorisations, licences, permits and/or consents necessary to enter into the Contract and fully perform its obligations contained in the Contract.
- 12.4 The Consignor will pass on to the Consignee the benefit of any additional warranties secured from the Consignor's suppliers.
- 12.5 The Consignor is liable for damage or loss to the Consignee's property arising from the performance or non-performance of the Consignor's obligations under any Contract.
- 12.6 Without prejudice to any other remedy, if any Goods and/or Services are not supplied or performed in accordance with the Scope of Supply, Specifications and/or or any other provision of the Contract, then the Consignee shall be entitled for a period of twelve (12) months from the date of the delivery and acceptance of the Goods and/or Services:
- (a) to require the Consignor to promptly undertake the repair of, and bear all costs resulting from, any changes in design or other alterations, changes or developments necessary to resolve the failure of the Goods and/or Services to so perform; or
- (b) to require the Consignor to supply replacement Goods and/or Services in accordance with the Contract within seven (7) days; or
- (c) at the Consignee's sole option, and whether or not the Consignee has previously required the Consignor to repair the Goods or to supply any replacement Goods and/or Services, to treat the Contract as discharged by the Consignor's breach and require the repayment of any part of the Price which has been paid.
- 12.7 The rights and remedies of the Consignee provided in this Contract are

cumulative and are not exclusive of any rights or remedies provided at law.

employees, agents and/or contractors); and

12.8 Notwithstanding any other provision of the Contract, and to the extent permitted by law, the Consignee's liability for breach of any provision of the Contract shall be limited to the Price.

(d) any negligent or wilful act or omission of the Consignor or its officers, employees, agents or contractors.

12.9 Nothing in the Contract shall operate to exclude the liability of either party for death, personal injury or fraudulent misrepresentation.

13.2 The Consignor shall at all times insure and keep itself insured with a reputable insurance provider against all insurable liabilities under the Contract and in respect of the Goods and Services including, without limitation against all the Consignor's liabilities under Clause 11 and Clause 12, and shall, on the Consignee's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

13 INDEMNITY

13.1 The Consignor shall indemnify and keep indemnified the Consignee, its subsidiaries, associated companies, officers, employees, agents and contractors in full against all losses, damages, costs and expenses of any nature whatsoever awarded against or incurred or paid by the Consignee as a result of or in connection with:

14 INTELLECTUAL PROPERTY RIGHTS

(a) a breach by the Consignor of any provision of the Contract;

14.1 The Consignee and/or its Affiliates retain the Intellectual Property Rights in the Consignee Background IP.

(b) a breach by the Consignee of a contract with a third party where the Consignee's breach is a result of a failure of the Consignor to perform any or all of its obligations under the Contract;

14.2 The Consignee grants the Consignor a revocable, royalty free, non-assignable and sublicensable licence to reproduce and use the Consignee Background IP as necessary for the sole purpose of the Consignor complying with its obligations under the Contract.

(c) a claim by a third party for an infringement (or alleged infringement) of an Intellectual Property Right of that third party where the infringement is a result of the Consignee having accepted any Goods or Services or having used any Goods or utilised any Services in accordance with the purpose for which they were purchased (including without limitation the use of such Goods and Services and/or resale of such Goods by the Consignee, its subsidiaries, associated companies, officers,

14.3 The Consignor retains the Intellectual Property Rights in the Consignor Background IP.

14.4 The Consignor grants the Consignee and its Affiliates a licence to reproduce and use the Consignor Background IP for the purposes of this Contract.

14.5 The Consignor agrees and acknowledges that all Project IP shall be vested in and owned by the Consignee. The Consignor shall execute any documents in connection with assigning, transferring and conveying to Consignee, its successors and assignees, all right, title and interest in and to the Project IP. To the extent that assignment of such

- rights is not possible under the applicable Laws, Consignor hereby grants to Consignee and its Affiliates the exclusive, perpetual, transferable, royalty free, and worldwide licence to the Project IP, including the right to grant sub-licences at no further cost to Consignee.
- 14.6 Pursuant to the assignment and/or licence (as applicable) in Clause 14.5, Consignee acquires from Consignor, on an exclusive basis, in particular the rights to use, reproduce, display, disclose, represent, modify, adapt, translate, integrate, transcribe, analyse, perform, distribute, make publicly available and otherwise exploit and use all or part of the Project IP in any manner or form, by any means, according to any current or future technology, on any media, for the entire world, for the duration of the legal protection applicable to the underlying Intellectual Property Rights in the Project IP. Consignor agrees to execute and deliver to Consignee any documents, assignments, licenses or carry out all other acts or provide whatever required assistance as Consignee may request to give full effect to the transfer of ownership, evidence, record, and obtain the Intellectual Property Rights, including copyright, related to the Project IP or to enforce or effectuate any of Consignee's rights related to the foregoing.
- 14.7 The transfer to Consignee also includes the exclusive right to:
- (a) file application(s) before the relevant offices to protect any aspect of the Project IP, or any adaptation in any country, for the registration, the renewal or the extension of a copyright, a trademark, a design or any other intellectual property rights, and other proprietary rights in the Project IP.
 - (b) Initiate or continue under its own name, risks and profits as plaintiff or defendant in all instances, procedures or
- actions, relating to the Project IP, including the right to legally pursue any and all violations and infringements.
- 14.8 To the extent permitted under applicable laws, Consignor waives any moral rights that subsist in the Project IP. Where it is not possible for moral rights to be waived, Consignor shall not exercise moral rights to the Project IP (if any).
- 14.9 Consignor warrants that the consignment of the Goods in accordance with this Agreement shall not infringe the Intellectual Property Rights of any third party.
- 14.10 The Consignor shall not use or permit the use of any of the Consignee Background IP including names, brandings and/or logos or any identifiable marks of the Consignee, for any purpose whatsoever, without the express prior written consent of the Consignee. No public announcement shall be made by the Consignor in relation to the Contract or these Conditions without the prior written consent of the Consignee.
- 14.11 Consignee shall be entitled to terminate the license granted to Consignor to use Consignee Background IP at any time.
- 15 TERMINATION**
- 15.1 The Consignee shall be entitled to cancel the Contract in respect of all or only part of the Goods and/or the Services by giving seven (7) days' written notice to the Consignor at any time throughout the Term. If such notice is given, the Consignee's sole liability shall be to pay to the Consignor the price for the Goods and/or Services delivered, accepted and/or performed up to the date of termination.
- 15.2 The Consignee shall be entitled (but not obliged) to terminate the Contract without

liability to the Consignee at any time if:

- (a) the Consignor breaches any obligation under the Contract and does not rectify such breach within five (5) days of being notified in writing of the breach by the Consignee; or
- (b) the Consignor is acquired by or merges with any third party; or
- (c) a meeting is convened, a petition presented, an order made, an effective resolution passed or notice is given for the Consignor's winding up or dissolution or an analogous event
- (d) (other than for the sole purpose of a solvent amalgamation and reconstruction); or
- (e) the Consignor is unable to pay its debts as they fall due or become insolvent; or
- (f) an encumbrancer takes possession, or a receiver or manager or administrative receiver is appointed, of the whole or any part of the property or assets of the Consignor; or
- (g) the Consignor ceases, or threatens to cease, to carry on its business or suspend payment of its debts; or
- (h) the Consignee reasonably apprehends that any of the events mentioned above is about to occur in relation to the Consignor and notifies the Consignor accordingly.

16 ASSIGNMENT AND SUBCONTRACTING

16.1 The Contract is personal to the Consignor and the Consignor shall not without the prior written consent of the

Consignee assign or transfer, or purport to assign or transfer, to any other person any of its rights or its obligations under the Contract.

16.2 The Consignor shall not subcontract the performance of the whole or any part of the Contract without the prior written consent of the Consignee.

17 LICENCES AND CONSENTS

17.1 If a licence or consent of any government or other authority is required for the supply or carriage of the Goods or performance of the Services, the Consignor will obtain such licence or consent at its own expense and produce evidence of it to the Consignee on demand.

18 CONFIDENTIALITY

18.1 The Consignor and its officers, employees, agents and any subcontractors appointed by it in accordance with the Contract, shall treat all product, customer or business information, drawings, designs and specifications submitted to it by the Consignee, the Contract and anything connected with the Contract (including but not limited to, Price or any information of a confidential nature about the Consignee's business), at all times as confidential information and shall not disclose it to any third party without the Consignee's prior written consent or use it for any purpose (including making any announcements as to the existence of the Contract) except where authorised in writing by the Consignee to do so. This obligation will not apply to any such information which:(i) comes into the public domain other than by a breach by the Consignor; or (ii) comes into the Consignor's possession without any obligation of confidence and the Consignor can prove to the Consignee that this is the case; or (iii) is required to

be disclosed as a matter of law.

19 FORCE MAJEURE

19.1 If either party is directly or indirectly affected by a Force Majeure Event, it shall promptly notify the other party, as soon as reasonably practicable but in any event within three (3) days after becoming aware of the commencement of the relevant event, of the nature and the extent of the circumstances in question.

19.2 Neither party shall be deemed to be in breach of the Contract or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under the Contract to the extent that the delay or non-performance is entirely due to any Force Majeure Event.

19.3 Where a party claims a Force Majeure Event, the other party shall be entitled to terminate the Contract where the Force Majeure Event prevents performance for thirty (30) days or more.

19.4 If at any time the Consignor claims a Force Majeure Event in respect of its obligations under the Contract, then the Consignee shall be entitled to obtain from any other person such quantity of Goods and/or Services as the Consignor is unable to supply, and will be released from all its obligations to the Consignor under the Contract.

19.5 Before exercising its right of termination under this Clause 15, the party requesting termination shall negotiate in good faith with the other party to reach an agreement on the continued performance of the Contract.

19.6 Neither party shall be entitled to claim a Force Majeure Event in the following cases:

(a) a shortage of or increased price of labour, materials or utilities; or

(b) any delays, inefficiencies, late performance or similar occurrence of subcontractors; or

(c) after expiration of the delivery time stipulated in the Contract plus any admissible adjustments thereto permitted under this Contract; or

(d) any actions or circumstances caused by the party's own fault or negligence.

20 NOTICE

20.1 Any notice required to be given by either party to the other under the Contract shall be in writing and shall be sent by courier to the other party at its registered office or principal place of business or such other address as may be specified on the Front Page or as a party may notify, in writing, to the other party to the Contract. Any such notice shall be deemed to have been delivered three (3) days after dispatch providing the notifying party is holding signed proof of dispatch from a recognised courier company.

21 WAIVER

21.1 No failure of either party to insist upon strict performance of any terms and conditions of the Contract shall be construed as a waiver of any rights or remedies that it may have unless specifically provided in this Contract. Waivers under the Contract must always be given in writing.

22 INVALID TERMS

22.1 If any part of the Contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other Conditions or terms of the Contract which shall remain in full force and effect. If any part of this Contract is so found to be invalid or unenforceable but would cease to be invalid or enforceable if some part of the

provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

23 ENTIRE AGREEMENT

23.1 The provisions contained in this Contract constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties (whether written or oral) relating to the subject matter of the Contract. Any variation of the Contract must be agreed in writing and signed by each party.

23.2 In the event of an inconsistency between any provisions of this Contract, the provisions of the Special Conditions shall take precedence followed by the provisions of the Conditions then the provisions of the Front Page.

24 GOVERNING LAW AND JURISDICTION

24.1 This Contract shall be governed by and construed in accordance with the laws of the Emirate of Dubai, UAE and the Federal Laws of the UAE applicable therein. The parties hereby submit to the exclusive jurisdiction of the courts of Dubai, UAE.