

## PUBLIC OFFER: Terms & Conditions

#### **INTRODUCTION**

TASKFORCE EMERGENCY TECHNICAL SERVICES LLC (referred to as "TASKFORCE", DED License №1207333) is a limited liability company registered in Dubai, United Arab Emirates bearing corporate address: Office 1107, THE OFFICES AT IBN BATTUTA GATE, Jabal Ali First, Dubai, UAE.

Please read these terms carefully before you submit your order for the services. By placing a service order, you agree to be bound by these Terms & Conditions with immediate effect.

Placement of an order for the services is accompanied by the issuance of official invoice(s) on behalf of TASKFORCE. The payment of such invoice(s) is considered as acceptance of these Terms & Conditions, and therefore does not require execution of any separate Service Agreement between you and Taskforce, unless you or TASKFORCE mutually decide to sign a separate Service Agreement with additional specifications.

Thus, by paying any invoices issued by TASKFORCE, and unless a separate Service Agreement has been concluded between TASKFORCE and you as the Customer, you therefore:

- 1. Agree to be bound by these Terms & Conditions and our "Privacy Policy". TASKFORCE may modify these Terms & Conditions for any reason at any time. These changes, however, do not affect rights and obligations that arose prior to such changes.
- 2. Confirm that you have read, understood and agree with this these Terms & Conditions (written in English) mentioned below for the services ordered from TASKFORCE / при оплате услуг вы подтверждаете, что ознакомлены, понимаете и соглашаетесь с данными Условиями (изложены на английском языке) в отношении услуг, оказываемых компанией TASKFORCE / العميل قد اطلع وفهم ووافق على اتفاقية الخدمات وشروطها والتي تمت كتابتها باللغة العربية، والمذكورة أدناه للخدمات المطلوبة من تاسكفورس

## **GENERAL**

## Property Access and Responsibility During On-Site Work:

The property owner or their representative is responsible for granting access to the property as per the agreed schedule and agree for TASKFORCE staff to work on-site.

If employees of TASKFORCE are attending a scheduled callout appointment and unable to access the property due to the customer's unavailability or appointment postponement, the callout works will be considered fulfilled, and charges will apply.

### Cancellation of Scheduled Appointments:

If a customer confirms a schedule for planned maintenance (PM) but cancels the appointment less than 24 hours in advance, the PM will be deemed consumed and any rescheduling of the PM will incur an additional administration fee in the amount of the cost of such one-time PM.

# Liability for Losses:

In the unlikely event of suspicion regarding interference or removal of customer's belongings by representatives of TASKFORCE, a thorough investigation will be conducted. TASKFORCE will not be held liable for any losses if the investigation finds no evidence implicating TASKFORCE. Customers are encouraged to secure high-value items.

# Callout Response Times:

TASKFORCE is committed to attending callouts, both emergency and non-emergency, as per the set response times in the contract or promotional materials. Any property damage occurring between the Customer's callout request and TASKFORCE's team arrival will not be the responsibility of TASKFORCE.

### System/Equipment Malfunction:

If a customer insists on a repair despite TASKFORCE's recommendation of replacement and if subsequent failure occurs, TASKFORCE will not be held responsible for any damage.



#### <u>Limited Liability for Damage to Property/Assets:</u>

In cases where damage to property/assets is caused by TASKFORCE's work or failure to perform contracted maintenance, TASKFORCE's financial liability will be limited to a maximum to the value of the works undertaken.

#### Property Insurance:

TASKFORCE strongly recommends having property insurance to cover damage caused by water leakage, fire, or malfunctioning equipment. They will assist with repair and remediation quotations.

#### Use of Scaffold or Electric Lifting Equipment and Safety Issues:

The use of scaffold or lifting equipment will incur additional charges unless specified in the agreement. Customers are responsible for ensuring clear access for such equipment.

#### Safety of Workforce:

TASKFORCE or its workforce will not access unsafe locations on the premises to ensure the protection of its staff.

## Materials, Consumables, and Spare Parts:

Materials, consumables, and spare parts will be charged in addition to the total price of rendered services, unless otherwise specified separately with the client in a written form. A list of inclusive items can be provided upon request. Unless specifically stated by the Customer, TASKFORCE employees reserve the right to purchase materials, consumables and spare parts at their own discretion, as they deem best to use when rendering services. Spare parts, consumables, and materials are chargeable for all contracts.

#### Incorrect Information by the Customer:

If incorrect property information is provided by the customer, TASKFORCE reserves the right to revise the charged price accordingly.

#### Changes to Services and Agreements:

TASKFORCE may make changes to services and agreements at their discretion. Material changes will be communicated via email, and by continuing to use our services, customers acknowledge acceptance of the changes.

### Order Acceptance:

We will notify you in writing (via email, mobile messaging, or in-person) when we accept your order. If we are unable to accept it, we'll inform you in writing or through a call, and no charges will apply.

## PAYMENT:

By requesting our services, you authorize us or our third-party payment processor to process your credit / debit card details for the order amount. We accept payment via credit / debit card / bank transfer / cash on delivery. To process card payments, we may create an account with our third-party processors on your behalf, and you authorize us to do so.

# Cancellation:

You can cancel your service up to 24 hours before the scheduled service.

## Our Cancellation:

We may cancel your service if you fail to make payment, provide necessary information, or allow service delivery within a reasonable time.

## Invoice:

The electronic invoice will be sent to the email address you provided. Direct payment in accordance and on the basis with the Service agreement is acceptable.

# Refund:

For undelivered services, you'll receive a full refund if you cancel within 24 hours of the scheduled service date, or at the discretion of TASKFORCE if less. Any materials purchased under the rendered services before Cancellation are non-refundable.



#### Refund Procedure:

Depending on the payment method, the refund will be issued to you in the same mode of payment.

#### Refund Timescale:

Refunds will be initiated upon receiving your cancellation request and will be received within 30 days for credit / debit card refunds or immediately for cash refunds.

Payment/Legal Terms: Payment can be made in advance through various options, including credit/debit card, bank transfer, or cheque. Additional works can be paid for using specified options.

## LAWS & DISPUTES:

## Disputes:

If the Customer disputes any amount of the issued invoice, TASKFORCE must be notified of that in writing within 5 working days. Failure to do so will be considered as acceptance of the invoice.

Suspension of Performance: we reserve the right to suspend performance if payment is not made in full and when due.

## Jurisdiction:

This contract is subject to the laws of Dubai, United Arab Emirates, and any dispute will be resolved through amicable settlement or the exclusive jurisdiction of the Courts in Dubai, United Arab Emirates.

These Terms & Conditions are applicable since: 1 AUGUST 2023