

NATIONAL DEFENCE COUNCIL

**Kobri El Kobba – Cairo – A . R . E .
P . O . Box : 1593
TELEX : 93689 TRDHS UN
FAX : 6840104**

CONTRACT

No.4./Q/ 2008-2009

For the supply and delivery of :.....EQUIPMENTS.....

To National Defence Council A.R.E.

In consideration of the mutual promisses and agreement herein between:

1- The National Defence Council A. R. E. represented by :

Mr [REDACTED]

Herein after called the " N. D. C. " on one party .

2-ACT ADVANCED GERMAN TECHNOLOGY..... represented by

Mr. ...AGHIATH CHBIB.....

Herein called the " Supplier " on the other party .

The two Parts agree as fotlows :

OBJECT OF CONTRACT

**THE " Supplier " undertakes to supply ...CIF ...CAIROAIR port,
and the (N.D.C.) accepts to buy in conformity with the conditions of this contract . The
following items : as Per Attached Quotation .**

**Full details. Specifications. Delivery period and quantities of materials contracted for
are mentioned in the offer and the attached Appendix which forms an integral part of this
contract and must be signed by the two parties .**

TOTAL PRICE

The total price of articles to be supplied is\$ 6296.00.....

The " N. D .C." reserves the right to purchase on the same t erms . Prices and conditions stated herein any additional quantities within one year starting from the date of signing this contract .

This price is firm and non – revisable .

PAYMENT

BY TRANSFER

An irrevocable ~~letter of credit~~ will be opened in favour of the " Supplier" in . BANK BY TRANSFER

.....IN U.A.E Payment from this ~~letter of credit~~ will be effected as follows :
.....100.% of total price if articles are shipped in one consignment,, or of the value of each shipment if there are more than one, upon presentation of the following documents :

- a) Shipping documents . (~~Bills of Lading~~/ Air Waybill) .
- b) Invoices in triplicated of the correspon ding equipment showing the deduction of stamp dutes as showr in the attached Appendix .
- c) Insurance policy . From warehouse to warehouse for ninety days .

~~.....% of total price after arrival of goods on site and the presentation of:~~
d) A letter of guarantee for 10% of the total price issued from an established bank in A.R.E. valid for (one year) and to be released after the guarantee period.

INSPECTION

Inspection of material at the works shall be carried out by the " Supplier".....
.....

PENALTY CLAUSE

In the event of delay in delivery as given in this contract. Not due to force majrure. in the whole or any part of the quantities to be supplied the" N.D.C." shall have the right to deduct an amount of 1% of the value of quantities not delivered in due time for every week of delay. The total amount deducted shall not exceed 4% of the value of goods not delivered in due time .

The delay in delivery must not exceed Two months otherwise the " N.D.C." shall have the right to cancel the contract by simple notice given by registered letter without any other formalities. If however the " Supplier " proves to the "N.D.C. " that all or part of the delay was beyond his control the "N.D.C" shall have the absolute right to waive all or part of the penalty .

PACKING AND ADDRESS

Material contracted for should be ~~Seaworthy~~ ^{Airworthy} packed and marked as follows :

Supplier's Name.... A.G.T Case No.Mark

N.D.C./Q....

Delivery Port CAIRO AIR.... PORT.....

**ADDRESS : National Defence Council :
Kobri EL Kobba, Cairo A.R.E.**

The " Supplier" should notify "N.D.C" details of shipment by telex immediately after despatch

TRANSFER OF CONTRACT

The " Supplier " shall not without the written consent of the " N.D.C " transfer the whole or part of this contract to any other party. Any infraction to this condition will give the " N.D.C " the right to cancel the contract by a registered letter. Even in the case of approval the "Supplier " shall remain jointly responsible with the contractor assigned to for the due execution of this contract.

GUARANTEE

All material , equipment and performance of goods supplied shall be guaranteed by the "Supplier" against any defect or failure for the period of one year from the date of delivery. The "Supplier" must replace the defective parts as quickly as possible. In this case the replaced parts will be guaranteed by the "supplier" for six month beginning from the date of replacement and the whole expenses of returning and replacing such parts will be on his charge .

This contract was issued in ..CAIRO (IN TWO ORIGINALS).....

DATE :/ 9 /2008.....

For The National Defence Council

.....
[Signature Box]
.....

For the Supplier

[Signature Box]



APPENDIX

Details of materials contracted for as per Supplier,s " offer attached herewith No. ...0213808
Dated :13 / 8 / 2008.....

Total price\$.....6490.75.....

Reduction %

\$ 6490.75.....

Less stamp Duties 3%194.75.....

Net Amount of the contract 6296.00.....
=====

.....SIX THOUSAND TWO HUNDRED NINTY SIX .. US \$.....

Time of Delivery : AS SOON AS POSSIBLE.....

From the date of opening the letter of credit .

For The National Defence Council

.....
[Redacted Signature Box]
.....

For the Supplier

.....
[Redacted Signature Box]
.....

28/9/08

