# **Terms and Conditions of Business**

Last updated: 1.10.2025

These Terms and Conditions ("Terms") set out the legal framework under which ORMA Technical Services LLC ("Company", "we", "us", or "our") provides interior design and related services to clients ("Client", "you" or "your"). By engaging our services, signing a proposal, or otherwise instructing us to commence work, you agree to be bound by these Terms together with any written proposals, quotations, or project agreements.

#### 1. Parties

#### Company:

Name: ORMA Technical Services LLC

Address: AL KHABEESI BUILDING plot 128-246, Dubai, United Arab Emirates

Trade Licence No.: 1519053

#### Client:

The individual or legal entity engaging the Company's services.

# 2. Scope of Services

The Company provides comprehensive interior design services, which may include the following stages:

- **Project diagnostics** studying the architecture, purpose and goals.
- Concept development creating visualisations and planning functionality.
- **Design and documentation** preparing drawings, specifications and estimates.
- Implementation and fit-out supervising the process using proven solutions.
- Final layout furnishing, décor and handover of the finished space.

The exact scope of services, deliverables, timelines, and fees will be set out in the relevant **proposal or service agreement** accepted by the Client.

# 3. Quotations and Proposals

- Proposals and quotations are valid for the period stated within them.
- No proposal constitutes a binding offer until formally accepted in writing by the Client.
- The Company reserves the right to revise proposals if project requirements change.

# 4. Client Obligations

The Client agrees to:

- Provide accurate and complete information required for the project, including architectural plans and site access.
- Ensure timely feedback and approvals to avoid delays.
- Comply with payment schedules as agreed in the proposal or service agreement.
- Obtain all necessary permits, approvals, and third-party consents (unless otherwise agreed).

# 5. Fees and Payment

- Fees and payment schedules are outlined in the accepted proposal or agreement.
- Unless otherwise stated, all amounts are in AED and exclusive of applicable taxes (including VAT).
- Late payments may result in suspension of work and additional charges.
- Additional work requested by the Client outside the agreed scope will be charged separately at agreed rates.

#### 6. Intellectual Property

- All drawings, designs, concepts, 3D visualisations, specifications and other deliverables produced by the Company remain the intellectual property of the Company until full payment has been received.
- Upon full payment, the Client is granted a non-exclusive licence to use the deliverables solely for the specific project for which they were created.
- The Client shall not reproduce, reuse, or modify the designs for other purposes without prior written consent.

# 7. Project Implementation

• The Company is **not a general contractor** and is not responsible for executing construction works unless explicitly stated in the agreement.

- Where the Company provides site supervision or author's oversight, its role is limited to ensuring design intent is followed.
- Contractors remain fully responsible for the execution of works, compliance with safety standards, and building regulations.

# 8. Liability

- The Company will exercise reasonable skill and care in delivering its services.
- To the maximum extent permitted by UAE law, the Company's total liability for any direct loss or damage arising from negligence or breach of contract is limited to the total fees paid by the Client under the relevant agreement.
- The Company is not liable for indirect or consequential losses, including loss of profit, delays caused by third parties, or force majeure events.
- Nothing in these Terms limits any non-excludable statutory rights under applicable UAE consumer protection legislation.
- Force majeure events include, but are not limited to, acts of God, governmental
  actions, supply chain disruptions, labour disputes, or other events beyond reasonable
  control.

#### 9. Termination

- Either party may terminate the engagement by written notice if the other party materially breaches these Terms and fails to remedy such breach within a reasonable time.
- The Client may terminate at any time by written notice, subject to payment for all work completed and committed up to the termination date.
- Upon termination, the Company will deliver any completed work up to that point, provided all payments due have been received.

### 10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the **laws of the United Arab Emirates**. Any disputes shall be submitted to the competent courts of the UAE.

#### 11. Miscellaneous

• **Entire Agreement:** These Terms, together with accepted proposals, constitute the entire agreement between the parties.

- **Severability:** If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- **Assignment:** The Company may assign or transfer its rights and obligations under this Agreement to a third party upon notice to the Client.
- **Waiver:** Failure to exercise any right under this Agreement shall not constitute a waiver of that right.

#### Acceptance

By signing a proposal, making a payment, or otherwise instructing the Company to begin work, the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions.