



Contract for Lease of 3,000 Liters Capacity
WOQOD Road Tanker Without Driver

This contract is issued on ____ of _____ 20__ by and between:

Qatar Fuel (WOQOD),
a Qatari joint stock company
Located at the Woqod Tower, West Bay,
Doha, Qatar, of P.O. Box: 7777, Fax: 40217700 Tel: 40217020
(Hereinafter referred to as the "Lessor")

AND

P.O. Box: _____ Fax: _____ Tel: _____
(Hereinafter referred to as "Lessee")

Firstly: Premise

Whereas the Lessee has vehicles, mechanical engines, apparatus or machines that need to be refueled regularly for operations within the Lessee's premises, and Lessee needs to have a WOQOD Road tanker, with associated fittings and dispenser mechanisms along with a Road Tanker (collectively, the "Unit") at the Lessee's premises, on a location identified by the Lessee; and

Whereas the Unit needs to be supplied with/ without fuel as requested by the Lessee based on a separate fuel supply agreement with the Lessor at the location as specified in the attachment No (1); and,

Whereas the Lessee has requested the Lessor to provide the unit to refuel their own/hired vehicles/machinery inside the Lessee's specified/ Approved premises only; and

Whereas Lessor submitted an offer to Lessee for the above activity

And whereas Lessee has accepted the offer of Lessor,

Then, the two parties agreed as follows:

Secondly: Terms & Conditions of the Contract

Article (1)

The aforementioned Premise shall be considered a part and parcel of this contract and shall be read with the same.



Article (2) Scope of the Contract

- 2-1** Lessor shall at its customary place of business provide Lessee the Unit. The Lessee shall be responsible for the unit, its operation/activity while in possession and undertakes to use the unit only within the specified location.
- 2-2** The unit will be delivered without a driver and will be operated by Lessee operator as directed by and under sole and exclusive responsibility, supervision and risk of Lessee.
- 2-3** Lessee shall also be responsible for the use of the Unit in a safe and prudent manner and shall take due and reasonable care and diligence in its use and preservation and will be responsible for any lack of exercise thereof.
- 2-4** Lessee shall inform Lessor of any defects in the Unit or of the need for any repairs on the Unit due to regular wear and tear or to any cause whatsoever.
- 2-5** Lessor shall promptly take adequate measures to repair and maintain the unit in good working condition. The expenses/ cost incurred for such repairs and regular/ routine maintenance of the unit as per OEM requirements will be as per Article (3-4) hereunder.
- 2-6** Lessor shall maintain the Unit either of its own motion or upon receipt of Lessee's notice of defect and request for repairs. Lessor will not be liable for any delays in repairs due to non availability of required spares beyond the control of Lessor or the Original Equipment Manufacturer (OEM).
- 2-7** Lessee shall solely use the said Unit for the purpose of refueling its vehicles/machinery, etc., within its premises, and Lessee shall not sell/exchange the fuel/product to any third party, or otherwise transfer any of the fuel in a manner that may lead to its exportation outside the borders of Qatar. Additionally, Lessee, for the term of this contract shall not hire nor appropriate any other carriage means than those of Lessor to supply the fuel within the premises.
- 2-8** Lessee shall submit the qualification certificates/ driving licenses for the proposed operator to Lessor for approval prior to use of the Unit. Lessor may subject lessee's driver to any training without any cost to lessor and without any responsibility or otherwise to be attributed to lessor by reason of this training.
- 2-9** Lessee acknowledges after due checking and approval that all machinery and installations on the said unit are safe and compatible to the Lessee's operation, premises/ specified location, and that the operation of the same within the premises shall be the responsibility of the Lessee and the Lessor will be absolved of any direct or indirect liabilities arising out due to lack of the above.
- 2-10** The Lessee undertakes to comply with all applicable laws, decrees, and regulations pertaining to the dispensing of diesel fuel from the Unit.

Article (3) Storage, Evacuation and Insurance

- 3-1** Lessee shall use the Unit in its premises in a safe area away from any operating process plants with potentially hazardous vapors.
- 3-2** Lessee will provide gate passes and necessary work permits as required for Lessor's representatives as and when required to inspect the said Unit from time to time. Lessor shall provide Lessee with an adequate advance written notice of such inspections so that Lessee can arrange for gate passes, etc in the ordinary course of business at its facilities.
- 3-3** The unloading of the product from the Unit's tanks/compartments is to be solely by the use of the installed dispensing mechanism. In case of failure of the Unit to operate properly or in case of



emergency, Lessee may, at its sole cost and responsibility, use alternate means, upon either Lessee's notice to or approval from Lessor.

- 3-4** Any damage to the Unit by any means other than normal wear and tear shall be reported to Lessor and shall be assessed and repaired at the earliest. The cost of repairs shall be charged to Lessee's account if the damages are proved to have resulted from otherwise than by ordinary wear and tear, by lack of exercise of due care and diligence, due to Lessee's mishandling or as a result of, or in pursuant to, the clause 2-3. Likewise Lessee will be held liable for the cost of reparation and making good of any damage to the unit in cases where he, its employee's, contractors, chattels or any other person or thing in its premises causes or contributes to the creation of the same.
- 3-5** All fuels, lubricating oil etc to be consumed by the unit is the duty of and will be paid for by Lessee
- 3-6** The Lessor shall insure the said Unit against all risks as per the company policy and back charge same to the Lessee for the entire duration of the signed contract.

Article (4) Terms & Conditions Pertaining to Payment

- 4-1** The applicable charges for the Lease of the Unit are as specified in the Attachment (2).
- 4-2** The Lessee will settle its accounts with the Lessor on the basis of the invoices raised to the Lessee and shall also include the maintenance charges and Insurance premiums/renewals as applicable.
- 4-3** Undisputed amounts in each invoice submitted by Lessor to Lessee pursuant to article (4-2) hereunto shall be paid within a period of not more than (30) days of the day of receipt of such invoice.
- 4-4** The Lessor and Lessee may discuss any proposed rates of applicable rentals due to reasons relating to general escalation or reduction in overall maintenance costs and due to the nature of the Unit. No changes to the agreed rates shall take effect without the Lessor's and Lessee's advance written agreement.
- 4-5** Lessor is entitled to suspend further deliveries of fuels to the Lessee and the validity of this Lease agreement if lessee fails to pay an aggregate total rental of 3 months from the date of the unit delivery. A separate Bank guarantee for an amount equivalent to the maximum monthly rental (25000 QR) x 14 Months will have been furnished by the Lessee along with lease agreement.

Article (5) Delay Fines

Lessee undertakes to pay Lessor for a delay fine of 0.5% for every week delay or a proportionate percentage for any part of the week in excess of the 30days grace period allowed by article (4-3) hereunto.

Article (6) Security Measures

Lessee shall adopt the safety and security measures and those measures pertaining to the preservation of environment and public cleansing provided for by the laws, decrees, norms rules and regulations for the time being in force, and consistent with Lessee's own safety and security requirements. The Lessee is deemed responsible for any damages or losses caused or occasional by or through the use of the unit to any property whether it be the Lessee or third party property, and is also deemed responsible for any bodily injury, death or other casualty sustained by or caused to the person of any individual whether if be the employee of Lessor, Lessee or a third party, which is caused or occasional by or through the use of the unit.



Article (7) Duration

The effective date of this contract is _____ of _____ 20__ and will continue fordays/..... Month/s/Years, and will be automatically renewed with the consent of both parties. Notwithstanding the foregoing but subject to the terms & Conditions specified in appendix (2), either party shall have the right to terminate the contract upon either party's written notice to the other of its desire to terminate it, in which case it will terminate after thirty (30) days of such written notice. Upon termination, the Lessee and Lessor will settle and pay any outstanding sums due the other within a period of thirty days of the date of termination.

Article (8) Rescission & Compensation

- 8-1** If any party is in breach of any of its obligations stated herein or at law, the other party may inform him in writing to make good the breach within one week of the date of notice. If such period expires without the breach being tackled, then the innocent party may terminate the contract upon providing written notice of the same as provided in article 7 above.
- 8-2** The rescission of the contract will be without prejudice, in all cases, to the right of either party to be compensated in respect of all damages sustained or encountered by such aggrieved party as a result of the breach of the other party of any of its obligations herein.

Article (9) Miscellaneous Provisions

- 9-1** This contract and all correspondence, negotiations, discussions, memos and notices communicated or will be communicated by reason thereof shall be deemed confidential and shall not be disclosed by Lessor or Lessee to third parties. The offending party shall compensate the other party reasonable damages suffered because of an unauthorized disclosure.
- 9-2** This contract contains all agreement between the parties and supersedes all previous understanding, discussions or correspondence between the parties.
- 9-3** Any amendment to this contract shall be in writing and no other method will be entertained.

Article (10) Notices

- 10-1** Each party acknowledges that the address shown hereunder is its true and proper address to which all correspondence and notices shall be directed.
- 10-2** Each party shall inform in writing the other party in case where its address shown hereunder is changed. Otherwise all correspondence and notices delivered to such an address shall be deemed correct.

Lessor's Address

Qatar Fuel (WOQOD)
PO Box 7777
Tel: 4021 7020
Fax: 4021 7700

Lessee's Address

PO Box:
Tel:
Fax:



Article (11) Jurisdiction & Proper law

11-1 This contract shall be governed by Qatari Law

11-2 Any dispute arising out of this contract or by reason thereof and not amicably settled will be referred to Qatari courts which shall have exclusive jurisdiction over the dispute, and the final judgment of such courts shall be binding on both parties.

Article (12)

This contract is issued in duplicate duly signed by the two parties, and every party acknowledges the reception of one original copy for implementation.

In witness whereof the parties hereunder duly executed this contract as follows:

For and on behalf of the Lessor	For and on behalf of the Lessee
Name : Ibrahim Jaham Al-Kuwari	Name :
Capacity : Chief Executive Officer	Capacity :
Signature:	Signature:
Date :	Date :
Seal :	Seal :



Attachment No (1)
For the Leasing of Mobile Tanker (s)
No. of Pages (1)

DRAFT



Location/Site: _____

Bulk Customer Account No: _____

Project's Details:

Project Location/Site	Project Name:	Project's Owner:	Main Contractor: Name :
Date of signing Project Implementation Contract:			
Date of Completing Project Implementation Contract:			

Other Information / Details: (It is mandatory to complete the appended schedule)

No. of Road Tankers Required:	Name of the assigned Contractor Driver:	Other Information/Remarks :
Traffic Registration no. of WOQOD Road Tanker (s):	Nationality:	
Capacity of the Tanker: 3,000 Liters	ID No: Name Of Sponsor :	
Description of the Project :		
Description of the Buyer's Project whether he is a Subcontractor or Owner implementing his own project :		

Attachment No. (2)

(Schedule for Applicable Rates & Declaration)

No. of Pages (1)

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(Schedule of Applicable Rates/ Terms & Conditions)

	Duration of the contract	Monthly Rental (QR)	Required duration by the customer
Leasing of Road Tanker Unit (3000 Litres capacity)	Daily	1,000	
	Monthly	25,000	
	Year (1) – 12 months complete	20,000 (Yearly Total - 240,000)	
	Year (2) – 24 months contract	15,000 (yearly Total - 180,000)	
	Year (3) – 36 months contract	10,000 (Yearly Total - 120,000)	

DECLARATION:

We, have received the above mentioned Road Tanker in good condition and hereby;

- Agree to pay the Daily/ Monthly/ Yearly Rent in accordance with the signed contract with WOQOD for the above mentioned period and as per the rates specified.
- That all rental whether on daily, monthly or yearly basis will be paid on monthly basis as per Article (4) of the contract.
- If the Lease continues after the agreed duration no reduction of rental will be made.
- If we terminate the contract before tenure for whatever reason we agree to resettle and pay on retrospective basis any difference in rental between the rental actually paid for the period from the beginning of the contract to the termination thereof and the rental that ought to have been paid as specified in the date of above schedule for that actual period had it been declared at the time of contracting.
- We will release the Road Tanker at the end of contract period back to WOQOD premises in good condition, reasonable wear and tear excepted.
- We, in case of yearly and monthly Lease, agree to provide an advance notification of one month for termination of the contract, and any payment will be made as per the above Terms & Conditions.
- In case of the daily lease methodology a prior one week notification period is required.

Authorized Signature:

Name :

Signature :

Date :

Stamp :