

A Buyer's Guide

to Doing Business with Mabani Steel

The New Benchmark in PEB



 **Mabani**
S T E E L

AL RAJHI BUILDING SOLUTIONS

- Pre-Engineered Steel Buildings "PEB"
- Hot Rolled Structural Steel "HRSS"



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Doing Business with Mabani Steel

This document is intended to serve as a Buyer's Guide for Doing Business With Mabani Steel. It sets forth the terms and conditions of sale for Pre-Engineered Steel Buildings (PEB) by Mabani Steel and describes the processes and obligations of both Customer and Mabani Steel.

◆ The PEB Product Description

Pre-Engineered Steel Buildings (PEB) comprise of two distinct subsystems: PEB Steel Structure (PEBSS) and Panels & Panel Accessories (PPA).

The PEB Steel Structure (PEBSS) subsystem consists of all the structural elements of a PEB which includes rigid frames, secondary members, bracing systems, and end walls; structural additions such as jack beams, crane runway beams, mezzanine structures (including mezzanine decking), the structural elements of roof monitors, roof extensions, canopies, fascias, parapets, interior partitions, framed openings, roof platforms, catwalks, staircases, handrails and cage ladders; and anchor bolts, sag rods and all connection bolts. Mabani Steel also includes the framing of sliding doors in the PEB Steel Structure subsystem. Valley Gutters are sometimes included.

The Panel & Panel Accessories (PPA) subsystem generally includes roof and wall panels, roof and wall liner panels, eave gutters and downspouts, curved eave panels in addition to Panels for roof monitors, roof extensions, canopies, fascias, parapets, partitions & sliding doors, Trims & flashings, Building Accessories (such as skylights, gravity ridge ventilators, fiberglass insulation, wall lights, sand trap louvers, windows, personnel doors, roll-up doors) and Panel fasteners, foam closures, bead mastic, pop rivets, and flowable mastic. The term "panel" in the PEB industry refers to single skin panels or polyurethane injected sandwich panels.

Section 1: Quotations

◆ Request for Quotation (RFQ)

RFQ's should be forwarded to the Mabani Steel Area Sales office that is located in the country from which the inquiry is being sent.

In countries where Mabani Steel does not maintain an office the inquiry should be emailed to sales@mabanisteel.com at Mabani Steel Head Office. In countries where Mabani Steel does not have an office but has an Authorized Distributor or Authorized Builder inquiries may be sent directly to the Authorized Distributor/Builder.

◆ Proposal (Quotation) Offers

In response to an RFQ Mabani Steel submits a comprehensive proposal (quotation) offer accompanied with detailed proposal drawings. The proposal offer may be revised one or more times until it is satisfactory to the Customer.

◆ Quotation Price Breakdown

Mabani Steel standard practice is to break down prices in proposal (quotation) offers into 2 parts, one for PEBSS and another for PPA. The C & F jobsite price of each subsystem is usually independent of the other subsystem, unless noted.

◆ Quotation Numbering

Mabani Steel's quotation numbers have the following format: Q-SO-NNNNN where Q designates a quotation, SO is the code of the selling office (from which the quotation originated) and NNNNN is a Master Quote number that ranges from 00001 to 99999. Prefixes include AE (Arab Emirates), SA (Saudi Arabia), OM (Oman), QA (Qatar), BH (Bahrain) & KT (Kuwait), YE (Yemen), IQ (Iraq), JO (Jordan), SY (Syria), PK (Pakistan), SL (Sri Lanka), LY (Libya), SD (Sudan), etc. In countries which have more than one Mabani Steel Area Office, a number is added after the country code to identify the Area Office. In UAE, Abu Dhabi = AE1; Dubai = AE2; and RAK = AE4. In SAUDI, Riyadh = SA1; Jeddah = SA2 and Khobar = SA3. In Iraq, Baghdad = IQ1, Basra = IQ2 and Erbil = IQ3. In Pakistan, PK2 = Karachi & PK 3 = Lahore. Example: Quotation Q-SA1-05127 indicates a quotation that originated from Riyadh office and its master quote no. is 05127.

Section 2: Orders

◆ Order Entry

An order is entered after Mabani Steel's initial or revised quotation offer is accepted by a Customer; at which time the proposal (quotation) offer becomes a proposal contract. A blank standard contract form is attached to all Mabani Steel proposal contracts. For a proposal contract to be valid, the Customer must initial all the pages of the proposal contract then sign, stamp and date the contract form(s) contained in the proposal contract. Following that an authorized Mabani Steel representative must do the same. Two such original sets are required; one original set is given to the Customer and one original set is retained at Mabani Steel. A supply contract that is less than AED 1 million may be signed by a Mabani Steel Area Manager. Supply contracts exceeding AED 1 million must be signed by the President of Mabani Steel.

All supply only and supply & erection contracts are made between Mabani Steel LLC a Ras Al Khaimah, UAE registered company and the Customer.

◆ Contract Documents

Contract documents generally include:

- ◆ Mabani Steel's signed Proposal Contract for supply only or supply and erection including proposal drawings
- ◆ Mabani Steel's Standard Product Specifications
- ◆ Mabani Steel's Standard Terms & Conditions of Sale

To qualify as a contract document, the name of the document must be listed under "order documents" in Mabani Steel's proposal contract form.

◆ Order Confirmation Advice

Properly signed and stamped contract documents are sent to Mabani Steel Customer Service Department where they are assigned a Mabani Steel job no and entered in the Mabani Steel Orders Register. The Customer Service Department thoroughly reviews the order documents and sends an order confirmation advice to the Area Office referencing the assigned job no. If details of the order are not clear, Mabani Steel Customer Service Department will send the Area Office a request for

additional information or clarification. A reply is normally required before the order can be processed.

◆ Job Numbering

Mabani Steel job numbers consist of a Sales Territory code followed by a 4 digit Job no. that ranges from 0001 to 9999. Sales Territory codes include AE (United Arab Emirates), SA (Saudi Arabia), OM (Oman), QA (Qatar), BH (Bahrain), KT (Kuwait), YE (Yemen), IQ = (Iraq) etc. UAE is split into 4 territories: AE1 = Abu Dhabi, AE2 = Dubai, AE3 = Sharjah and Ajman, AE4 = Ras Al Khaimah, UAQ and Fujairah. SAUDI is split into 3 Sales territories SA1 = Central Region, SA2 = Western Region and SA3 = Eastern Region. Iraq is split into 3 territories: IQ1 = Central Region, IQ2 = Southern Region and IQ3 = Northerns Region. Example: Job No. SA1- 0011 refers to Mabani Steel's 11th job which is located in the Central Region of Saudi Arabia.

◆ Building Numbering

When a job contains more than one building a unique building number is assigned to each building (identical buildings are also given different building numbers). For example, AE1-0012-01 refers to building no. 01 of job no. AE1-0012 and AE1-0012-02 refers to building no. 02 of job no. AE1-0012.

◆ Building / Phase Status Codes

Applies to	Stage	Description	
Buildings	Approval	EFA	Entered For Approval
		EFR	Entered For Re-Approval
		AIP	Approval In Progress
		AOH	Approval On Hold
		OFA	Out For Approval
Phases	Detailing	EFD	Entered For Detailing
		DIP	Detailing In Progress
		DOH	Detailing On Hold
		DIC	Detailing Is Complete
	Fabrication	FIP	Fabrication In Progress
		FOH	Fabrication On Hold
		FIC	Fabrication Is Complete
	Shipping	SIP	Shipping In Progress
		SIC	Shipment is Completed
		FNS	Fabricated Not Shipped
		SOH	Shipping On Hold



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Section 3: Technical Approval

◆ Preparation of Approval Drawings

Subsequent to our order confirmation and upon the receipt of all clarifications from the Customer Mabani Steel begins the preparation of Approval Drawings for each non identical building in the job.

The purpose of approval drawings is to ensure that Mabani Steel's interpretation of Customer's requirements are accurate.

◆ Tying to Existing Buildings

If one of the buildings in a job is tied (i.e. connected) to an existing building, that is not a Mabani Steel building; Mabani Steel will not begin the preparation of the approval drawings for the building until we receive either "as built" drawings of the existing building or a survey from a certified surveyor showing all relevant details of the existing building.

◆ Submittal of Approval Drawings

The submission of approval drawings generally takes 2 weeks for simple buildings and 3 or 4 weeks for complex buildings. Longer time may be required for very complex buildings.

Generally, Mabani Steel submits the approval drawings of all buildings in a job at one time.

Three (3) sets of A1 size approval drawings for each non-identical building in a job are submitted to the Customer, either by direct courier from Mabani Steel Head Office to the Customer or via one of our Area Offices. One set is intended for the Consultant. Two sets are for the Customer's use. Both Customer sets should be carefully reviewed and clearly marked in red color with any Customer notes (if required). One set should be forwarded to Mabani Steel and one set should be retained by the Customer. One additional set of approval drawings is sent to the Mabani Steel Area Sales Office.

Approval drawings may also be transmitted electronically in PDF format, if required by the Customer.

◆ Return of Approval Drawings

Each drawing in the approval drawings package contains a stamp. The stamp has 3 options: "Approved As Is", "Approved As Noted", and "Resubmit As Noted."

Issued by Mabani Steel "For Approval" by Customer		
Customer is required to check (✓) one box only	Approved As Is	<input type="checkbox"/>
	Approved As Noted	<input type="checkbox"/>
	Resubmit As Noted	<input type="checkbox"/>
Customer Signature	Date: _____	
Please return all drawings for the complete building, signed and dated, to Mabani Steel's Head Office		

"Approved As Is" means that the information on the drawing is complete and correctly reflects the Customer's requirements.

"Approved As Noted" means that Mabani Steel needs to incorporate the noted comments in its final erection drawings.

"Resubmit As Noted" means that a second submission of a drawing is required. Resubmittal of drawings adds additional time to the approval process but it is an option that Mabani Steel uses if the notes on the returned drawing are vague or cannot be clarified by follow-up correspondence (faxes, email, etc.).

In order to complete the technical approval process for a unique building, one complete set of the approval drawings for the building must be returned to Mabani Steel Customer Service Department with each drawing signed and stamped by the Customer's authorized representative and with either the "Approved As Is" or the "Approved As Noted" options checked on each drawing.

Returned approval drawings should be reviewed in a meeting between the Customer and a Mabani Steel Area Office technical person to ensure that Customer comments are understood by Mabani steel.

Section 4: Payment Terms

Mabani Steel standard payment terms are 5% downpayment by current check (for UAE based Customers only) or by telex transfer (for Customers based outside UAE); and 95% payment by sight irrevocable letter of credit (LC). If the LC is opened by a UAE bank no confirmation is required. If the LC is opened by a bank outside the UAE it must be confirmed by the negotiating bank in the UAE.

The validity period of the LC will be established by Mabani Steel at time of contract signing. The minimum LC validity period shall be 90 days for shipment and 111 days for negotiation.

◆ Beneficiary Name

The beneficiary shall be:
MABANI STEEL L.L.C.

◆ Mabani Steel's Bank Information

HSBC Bank Middle East Ltd.

HSBCBank Building 312/45, Al Suq Road,
Bur Dubai, P.O. Box 66 Dubai, U.A.E.
Tel.: +(971-4) 353-5000 / 7, Fax: +(971-4) 353-0780

Abu Dhabi Commercial Bank (ADCB)

Karama Branch, Khalid Bin Walid Street
P.O. Box 12808 Dubai, U.A.E.
Tel.: +(971-4) 334-5000, Fax: +(971-4) 334-8000

EMIRATES NBD

Baniyas Road, Diera, P.O. Box 777 Dubai, U.A.E.
Tel.: +(971-4) 222-2555, Fax: +(971-4) 222-1110.

MASHREQ BANK

DIC Branch, DIC 3rd Floor
PO Box 1250 Dubai, U.A.E.
Tel No. +(971-4) 363 2424, Fax +(971-4) 424-7354

◆ Description of Goods

The description of Mabani Steel supplied material shall be "Pre-Engineered Steel Building Components" as described in Mabani Steel's proposal no. xx-xxxx Revision x dated DD-MMM-YY.

◆ Insurance of Mabani Steel Materials

Insurance of Mabani Steel supplied material is the responsibility of the Customer (as owner) and must be handled by the Customer.

◆ Evidence of Shipment

The evidence of shipment for overland shipments is a truck consignment note issued by the trucking transport company confirming the receipt of materials from Mabani Steel for delivery to the Customer's jobsite.

For sea shipments in containers, the evidence of shipment shall be the Shipping Company's Bill of Lading document.

◆ Packing Lists (Shipping Bills of Materials)

For both modes of shipment, a packing list of the materials on each trailer/container is sent by Mabani Steel to the Customer with the Shipment Advice via email or fax. The packing list is a list of all materials (each part mark and its respective quantity) that is loaded on each trailer/container. A copy of the packing list is carried by the trailer's driver.

◆ Standard Letter of Credit (LC) Terms

- ◆ Sight draft drawn on negotiating bank
- ◆ Partial Shipment to be allowed
- ◆ Transshipment to be allowed (in the case of sea shipments)
- ◆ Issuing / Advising / Confirming Bank charges and any LC amendment Bank charges are to be borne by the Applicant (Customer)

◆ Documents needed to negotiate LC's for Overland and Sea shipments

Commercial Invoice, issued by Mabani Steel, stating the value of the materials that are shipped under one truck consignment note or one bill of lading.

Packing lists, issued by Mabani Steel, listing the materials in each trailer/container that is included within one truck consignment note or one bill of lading.



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◆ Additional Documents needed to negotiate LC's for Overland shipments

Truck consignment note issued by the Transport Company confirming receipt of Mabani Steel materials (as described in the packing lists of individual trailers in the shipment) for delivery to the Customer's jobsite.

One set of original negotiating documents will be submitted to the negotiating bank for LC negotiation and another set to be hand carried by the truck driver.

For overland shipments to countries outside the UAE, an Arabic certificate of origin, authenticated by the UAE Ministry of Commerce confirming that the materials are of UAE origin.

◆ Additional Documents needed to negotiate LC's for Sea shipments to specific ports

Bill of Lading issued by the Shipping Company confirming the receipt of Mabani Steel materials (as described in the packing lists of individual containers in the shipment) consigned to the customer for delivery to specific port.

Certificate of Origin authenticated by the UAE Ministry of Economy confirming that materials are of UAE origin.

Section 5: Pre-Production Issues

◆ Building Revisions

Occasionally, during the technical approval process the Customer may expand a job's scope, upgrade its specifications and/or revise its building parameters in a way that results in a higher price for the job.

A building revision form (for each building) is generated internally at Mabani Steel each time a revision is made to a building. All revisions to a building are listed chronologically and the price & delivery impact of each revision is noted.

Building Revision Form

		Mabani Steel Job No.:	Building No.:					
		Date Job entered at HQ:	Building Rev. No.:					
		Customer:	Building Rev. Date:					
Building Status:		Previous (old) Status:	Current Status:					
Sources and/or Reasons for Revision	A	Customer request to increase scope	F Requested by Operations					
	B	Customer Remarks on Returned Approval Drawings	G Other (Explain):					
	C	Contract Requirement overlooked during contract review	H Other (Explain):					
	D	Requested by Sales	I Other (Explain):					
	E	Requested by Engineering	J Other (Explain):					
Resubmit/Approval Drawing:	Date Required:	Resubmit: <input type="checkbox"/> All Sheets <input type="checkbox"/> Affected Sheets Only						
Design Calculations:	Date Required:	Resubmit: <input type="checkbox"/> All Pages <input type="checkbox"/> Affected Pages Only						
DETAILS OF REVISIONS IN THIS BUILDING REVISION								
Item No.	Source and/or Reasons for Revision	Description of Changes	Revision Affects					
			Design	Detailing	Manufacturing	Materials	Delivery	Price
1			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remarks								
Customer Service Engineer:		Date:						
Customer Service Manager:		Date:						
<input type="checkbox"/> Engineering <input type="checkbox"/> Operations <input type="checkbox"/> QC <input type="checkbox"/> Logistics <input type="checkbox"/> Estimating <input type="checkbox"/> Area Sales <input type="checkbox"/> Area Erection <input type="checkbox"/> Finance								

◆ Price Change Advice

Prior to the release of a job for production engineering, the price and delivery impact of each revision initiated by the Customer is incorporated into a "Price Change Advice" that is sent by Mabani Steel Customer Service Department to the Customer by courier, fax, or email.

The Customer is required to approve this document and return it to Mabani Steel Customer Service Department, by courier or fax within 7 days of receipt.

If Mabani Steel does not receive the signed Price Change Advice within 7 days of customer receipt, the job will be put on "Hold". Work on the job will not resume until the price change issues are resolved.

◆ Release for Production Engineering

A job will only be released for production engineering if the following conditions are met.

The technical approval process has been completed. This means that all the approval drawings have been returned to Mabani Steel marked as either "Approved As Is" or "Approved as Noted".

The Customer has signed and returned the Price Change Advice Document (if applicable). This confirms that the Customer has accepted responsibility for the price & delivery impact of the revisions he has made after the signing of the original Proposal Contract.

An LC has been opened in favor of Mabani Steel (but may still require amendments).

◆ Production Engineering

The Production Engineering cycle is generally 2-4 weeks and may be longer for complex buildings.

The Production Engineering output consists of the preparation of shop drawings, erection drawings, and bills of materials (BOM) for each building in a job or, in the case of large buildings, for each production / shipment phase of a building.

Production engineering for a unique building in a job cannot commence before the Customer returns all approval drawings for that building with "Approved As Is" or "Approved As Noted". Notes on approval drawings must be in red and must be very clear.

Three (3) sets of Erection Drawings and Bill of Materials (BOM's) for each building in a job are normally sent to the Customer. One additional set will be sent to the Erection Specialist at Mabani Steel's Area Office.

The Customer is advised to review the erection drawings and the BOM of each building (or phase of a building). Mabani Steel recommends that the erector reviews the same to ensure that the part numbers and quantities shown in the erection drawings tally with the part numbers and quantities shown in the BOM. If required, assistance can be provided by Mabani Steel's Area resident erection specialist.

◆ Finance Release for Production

Approval by Mabani Steel Finance Department is required before a job (or portion of a job) is released for production.

The Finance Approval process is a parallel activity to the Technical Approval process and should be initiated by the Customer immediately upon signing a contract. It requires that the Customer complies with the agreed upon payment terms in the proposal contract so that Mabani Steel Finance release for production is not delayed beyond the return date of the approval drawings. Finance will only release a job for production if all amendments to the LC have been made in accordance with Mabani Steel requirements.

◆ Phasing the Production/Shipment of Large Jobs

As a general rule Mabani Steel breaks the production of jobs whose PEB Steel Structure weight exceeds 150 MT into phases, with each phase having a weight of approximately 150 MT (8-10 trailer loads). A phase is generally ready for shipment within one week after its production is completed.

◆ Phase Numbering

A Mabani Steel phase no. is composed of 3 digits.

Anchor Bolts & Embedments phases are assigned phases prefixed with "00" such as 001, 002, 003, etc.

PEB Steel Structure phases are assigned phases prefixed with "10" such as 101, 102, 103, etc.

Panel & Panel Accessories phases are assigned phases prefixed with "20" such as 201, 202, 203, etc.



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Thus if the PEB Steel Structure (PEBSS) of building no. 2 of job no. AE1-0011 is broken into 3 production/shipment phases, the phases will be designated as: AE1-0011-101, AE1-0011-102 and AE1-0011-103. All Anchor Bolts would be shipped in phase AE1-0011-001; Panels & Panel Accessories would be shipped in phase AE1-0011-201.

◆ Production / Shipment Phasing Plan

An initial production/shipment phasing plan for both the "PEB Steel Structure" and for the "Panels & Panel Accessories" is normally included in the Material Dispatch Schedule section of Mabani Steel's proposal contract. This phasing plan may change slightly after the Technical Approval Process, either by Mabani Steel or at the request of the Customer.

Mabani Steel Customer Service Department updates the phasing plan each time it is changed and emails it to the Area Office immediately after the change.

Section 6: The Production Process

The production cycle is comprised of 3 activities: the fabrication & painting of the structural components, the quality inspection of the fabricated components according to the job's Inspection & Testing Plan (ITP) and the packing / staging of fabricated components & stocked items to ready them for dispatch.

◆ Fabrication of Components

This entails the completion of fabrication of all the components in a phase. The fabrication of items that require painting are considered complete only after they are painted

◆ Inspection and Testing Plan

This entails the in-process and final inspection of all fabricated components, in a phase, by Mabani Steel's Quality Control Department in accordance with the job's ITP (Inspection & Testing Plan).

◆ Packing & Staging of Fabricated Components

This entails the packing & staging of all the fabricated components and stocked items in a phase; and making them ready for dispatch.

Section 7: Pre Shipment Issues

◆ Jobsite Location Map

Prior to scheduling the first dispatch of materials for a job, Mabani Steel must receive a clear jobsite location map.

◆ Customer's Site Representative

Prior to scheduling the first dispatch of materials for a job, Mabani Steel must receive the name, position and mobile phone number of the Customer's official site representative. This should be a person who is always at the jobsite and who can be contacted easily prior to each dispatch and during the day of dispatch. He should be a person who has authority at the jobsite.

◆ Finance Release for Shipment

Mabani Steel Finance Department must approve the release of a phase for shipment prior to final scheduling of the dispatch of the phase. This is to confirm that the Customer has complied with the payment terms in the signed proposal contract.

◆ Area Office Erection Specialist

Mabani Steel employs an erection specialist, in each of its Area Offices, who resides in the territory that is served by the Area Office. His role is to provide technical advice related to the erection of Mabani Steel buildings whenever requested by a Customer. Customers who are not familiar with Pre-Engineered Steel buildings are advised to contact him immediately after signing our proposal contract. His contact information can be obtained from Mabani Steel Customer Service Department.



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◆ Packing/Shipping Lists

The Customer Site Representative should review the packing lists for each phase and compare them with the BOM and erection drawings for the same phase to ensure that all the materials that are mentioned in the erection drawings and the BOM tally with the materials in the packing lists of the phased shipment.

◆ Submission of Anchor Bolt Setting Plan

Anchor bolt plans are normally submitted within 1-4 weeks (depending on building complexity) following the release of a building for production engineering. Mabani Steel Customer Service Department will send the sales office 4 sets of "Issued for Construction" anchor bolt plans.

◆ Dispatch of Anchor Bolts

Mabani Steel Customer Service Department can arrange the dispatch of anchor bolts for a building immediately following the submittal of the "Issued for Construction" anchor bolts plans for the building. Actual shipment date for anchor bolts is scheduled upon request from the Area Sales Office.

Section 8: Post Shipment Issues

◆ Unloading of Materials at Jobsite

The unloading of Mabani Steel's materials at the jobsite is the responsibility of the Customer and/or his erector. The Customer is expected to provide suitable equipment for unloading the materials. If a site is inaccessible or not ready to accept the delivery of materials another site must be provided by the Customer. The Customer is solely responsible for the condition of the jobsite and the safe entry and exit of the trailers that carry Mabani Steel's materials. Customer should follow the recommended procedures for unloading materials from trailers or containers.

◆ Freight Demurrage

For UAE jobsites, trailers must be unloaded within 4 hours of their arrival at the jobsite. For jobsites outside the UAE, trailers must be unloaded within 6 hours of their arrival at the jobsite.

Mabani Steel contracts freight (to jobsites) to independent trucking companies. Failure to unload

the trailer within the period stated above will subject Mabani Steel to demurrage expenses which will be charged to the Customer.

Subsequent deliveries to site may be delayed if backcharged demurrage is not settled.

◆ Checking of Materials at Jobsite

Each trailer driver carrying Mabani Steel materials is given a Packing List showing the part mark and quantity of each item on his trailer. The Customer Site Representative is responsible to check that the materials unloaded from each trailer tallies with the part marks and quantities that are on the packing list for that trailer.

◆ Mabani Steel's Delivery Note

A Mabani Steel Delivery Note is sent with each delivery convoy. The delivery note must be signed by the Customer Site Representative who must add his position and mobile phone number. The delivery note contains space for reporting shortages and/or damaged materials.

DELIVERY NOTE

<div style="display: inline-block; vertical-align: middle;"> MABANI STEEL LLC PO Box 31508 Ras Al Khaimah UAE Tel:+(971-7) 244-7464 Fax:+(971-7) 244-7277 </div>				
DELIVERY NOTE				
Client Name:		Date :	10811MS/10	
Job Number:		DN No :		
Location :		Container No :		
		Truck No :		
		Driver Name:		
SN	Description	Qty	Weight (Kgs.)	Documents Attached / Remarks
1				
TOTAL QTY		0	0.00	
CUSTOMER ACKNOWLEDGEMENT				
SHORTAGE REPORT				
DAMAGE REPORT				
GENERAL REMARKS				
RECEIVED BY:	NAME: _____	POSITION: _____	DATE: _____	
NOTE:	<p>• Shortage of Materials (Items that are mentioned in packing list but not found in the trailer)</p> <p>• Damaged Materials A digital photo is required to be taken of damaged materials prior to unloading it from the trailer. The erector is responsible for rectifying and/or replacing material that is damaged during unloading at his own cost.</p> <p>Two copies of the delivery note are sent with the Driver. Reporting of Shortages & Damages must be noted on each copy of the delivery Note and signed prior to the departure of the empty trailer from the jobsite. One copy of the delivery note should be handed to the driver to return to Mabani Steel. The other copy should be faxed to Mabani Steel's Head Office Erection Department or to Mabani Steel's Area Office. Small items (Bolts, fasteners, bead mastic, etc.) that are in boxes should be checked and any shortages or damages must be reported within 7 working days.</p>			



◆ Reporting of Material Shortages at Site

Risk and title of material transfers to the customer after unloading from the trailer.

The Customer Site Representative is responsible for reporting material shortages (i.e. materials that are on the packing list but not on the trailer) on the delivery note, a copy of which will be returned to Mabani Steel.

Claims for material shortages will be accepted by Mabani Steel only if received in writing within 7 days of the date of the Site Representative's signed acceptance of the materials at jobsite.

If, after checking of such reported claims by Mabani Steel, it is determined that the claim is incorrect, replacement material will be supplied only after receipt of the Customer's written acceptance to pay the replacement material ex-works price and delivery costs.

Mabani Steel does not accept consequential claims or liabilities alleged to arise from lost, damaged, missing materials or other shortages.

◆ Value of Phased Shipments

The value of all the materials in a phase is assigned by Mabani Steel Finance Department. It reflects the total price of all the components in that phase. This value is claimed according to the agreed upon terms of payment in Mabani Steel's proposal contract.

◆ Site Reporting of Damaged Materials

Mabani Steel is not responsible for materials that are damaged during the unloading of a trailer by the Customer or his erector at the jobsite. However materials that are damaged during transit are Mabani Steel's responsibility. Such damaged materials must be reported at the time of their delivery to the jobsite and must be noted on the Delivery Note. Mabani Steel's Area Erection Specialist will visit the jobsite to examine damaged components and decide which can be rectified at the site and which need replacement.

Claims for damaged materials will not be accepted if they are not noted on the delivery note.

◆ Storing and Safeguarding of Materials at Jobsite

The Customer Site Representative is responsible for storing and safeguarding Mabani Steel materials at jobsite. The materials must be stored away from equipment traffic paths. Secondary members and panels should be tilted slightly to facilitate drainage of water resulting from condensation.

◆ Site Reporting of Quality Non-Conforming Materials

Occasionally problems arise relating to the proper fit of fabricated components that may require the rectification or replacement of the components. The decision to rectify or replace such components is solely within Mabani Steel's scope. This decision will be made in a timely, fair and honest way following a review by our erection specialist and Head Office staff.

◆ Urgent Materials Request (UMR)

If a verified material shortage occurs, our Area resident erection specialist can assist the erector in raising a claim to Mabani Steel Customer Service Department. Shortages are shipped on the basis of an "Urgent Material Request," normally within 1 day after the approval of Mabani Steel Customer Service Manager.

Section 9: Miscellaneous Issues

◆ Force Majeure

Mabani Steel is not accountable for delays in material dispatch resulting from circumstances outside its control, such as strikes, acts or war, revolution, riot or civil disturbance, trade sanctions or restrictions, occurrences or meteorological or geophysical nature, etc. to the extent that these affect transport, communications, manufacturing and / or erection by Mabani Steel, its suppliers and its subcontractors.



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◆ Cancellation of Orders

In the event that a signed contract is cancelled by a Customer the higher of the following cancellation charges will apply.

- ◆ 5% of the total contract amount.
- ◆ All actual charges incurred by Mabani Steel (and its subcontractors / suppliers) up to the time of Mabani Steel's receipt of the notice of cancellation.

Cancellation charges are due immediately upon receipt by Mabani Steel of the Customer's notice of cancellation.

◆ Design Calculations

Typically, for jobs requiring approval, the structural design calculations are included with the approval drawings package. Design Calculations contain:

- Design loads,
- Material specifications,
- Codes used, stating edition year,
- Design Assumptions,
- Design of the primary and secondary structural framing members,
- Design of Wind bracing components,
- Column reactions.

◆ Price Validity during Contract Period

Jobs (or portions of jobs), whose approval drawings have not been returned to Mabani Steel either "Approved As Is" or "Approved As Noted" within 60 days of Mabani Steel's initial release of approval drawings, may be subject to repricing at the Mabani Steel prices that are valid at the time they are returned.

Jobs (or portion of jobs) that have not been released for production within 90 days of initial approval drawings release date may be subject to repricing at the Mabani Steel's prices that are valid at the time of their actual release for production.

Jobs (or portions of jobs) that have not been released for production within 120 days from the date of their signed contract or date of receipt of letter of intent (whichever is earlier) for any reason, including lack of technical clarification, may be subject to repricing at the Mabani Steel prices that are valid at the time of their actual release for production.

◆ Design Certification

A design certificate attesting to the structural design integrity of a Mabani Steel pre-engineered steel building, signed and stamped by Mabani Engineering Manager, may be furnished in lieu of or in addition to the design calculations, if requested.

◆ Jobs on Hold

All costs incurred, after the start of manufacturing, due to a Customer placing a job "On Hold", will be charged to the Customer.

◆ Design & Supply Exclusions

Mabani Steel's supply includes only materials that are clearly described in its proposal contract, generally under the 'Building Description' section; or covered by written, accepted and signed variations.

Mabani Steel does not supply, nor does it accept responsibility for, the design or construction of column footings, ground slabs, tie beams, masonry walls, concrete walls, plumbing services, electrical services, air conditioning services, or any other material or service not specified in the final accepted proposal contract or in subsequently accepted variations.

◆ Permits & Fees

It is the Customer's sole responsibility to obtain and pay for all customs duties and taxes, building permits, licenses, public assessment, prorated utilities, utilities connections, occupancy fees and any other fees required by any government authority in connection with the work provided for in the contract.



The Customer shall provide, at his expense, all plans and specifications required to obtain the building permit, except those plans to be furnished by Mabani Steel as described in the Mabani Steel proposal contract.

It is the Customer's responsibility to ensure that all plans and specifications, including those produced by Mabani Steel, comply with the applicable requirements of all governing building authorities applicable at the jobsite where the Mabani Steel buildings will be erected.

If erection is included in the Mabani Steel contract scope, a copy of the building permit must be provided to Mabani Steel by the Customer prior to the commencement of erection work. If erection work is delayed due to building permit problems, costs incurred by Mabani Steel due to such stoppages, standing time, or demobilization will be charged to the Customer.

◆ Inspection of Fabricated Materials

Mabani Steel has a standard Inspection and Testing Plan (ITP) which outlines the quality control procedures that are followed during the production and shipment of its products. This plan describes the sampling techniques, types of tests conducted, control procedures and reporting format used in the production of all manufactured components. The Mabani Steel Standard Quality Plan and/or ITP is available upon request.

Formal inspection of Mabani Steel products during production by a Customer or by his authorized representative (if required by a specific supply contract) will be scheduled after receipt of a written request for such inspection. Inspections are conducted in such a way that does not interfere with production or delay shipment. In the event that the Customer or his representative fail to conduct inspection as scheduled, the goods shall be considered as "Released By Concession".

◆ Storage of Customer Delayed Dispatches

Mabani Steel shall store free of charge in its open yard any or all materials for a contract for a period

not exceeding 10 days from the scheduled dispatch date. Should a Customer delay dispatch of goods for a period exceeding 10 days storage, charges shall be levied by Mabani Steel at a daily rate of 0.1% of the ex-works selling price of the unshipped material up to a maximum of 5%. Mabani Steel is not responsible for damage caused to the exposed steel after it has been stored longer than 10 days. Such damage may include deterioration of the paint coating.

◆ Material Warranty

Mabani Steel warrants its materials for one year from the date of material dispatch. This warranty extends only to materials manufactured by Mabani Steel stating that such material shall not fail due to defective raw materials or workmanship when utilized in the intended manner.

Mabani Steel warrants that the structure, if properly erected, shall support the loads described in Mabani Steel's drawings and contract; and that the complete structural system designed by Mabani Steel comprised only of parts made by Mabani Steel, and is used in the manner and the purpose for which it was designed will perform as intended.

No warranties are expressed or implied other than those described in these Terms and Conditions of Sale.

In the event of breach of warranty, the limit of any claim shall be the correction or replacement of defective materials and correction of defective workmanship. Under no circumstances shall Mabani Steel be responsible for consequential damages that are alleged to arise from any such warranty claim.

◆ Combined Shipments

Mabani Steel is occasionally obliged to include a small quantity of materials (backorders or urgent material requests) consigned to another Customer within a shipment destined to a Customer in the same metropolitan area or sales territory. Customers are obliged to accept this practice. All Customers benefit from this mutual cooperation.



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◆ Field Modification

Minor field modifications and adjustments in any pre-engineered steel building are to be anticipated. Minor field work does not constitute grounds for claims. Thus, field work should be provided for within the contingency element of any construction estimate.

Only repairs due to major fabrication errors may be cause for filing a claim. Such repairs shall only be undertaken after prior consultation and with the consent of Mabani Steel.

Section 10: Erection Highlights

A Mabani Steel Supply Only Contract means that the erection will be handled by the Customer (Section 11). A Mabani Steel Supply & Erection Contract means that the erection is within the scope of Mabani Steel (Section 12).

◆ Erection Schedule

An erection schedule highlighting the completion of erection of each Mabani Steel phase (generated by specialized software, such as Microsoft Project) is a key requirement of any erection project.

◆ Erection Quality

Mabani Steel cautions Customers against contracting the erection with low-end or inexperienced erection companies. Although these companies offer low erection prices, they often fall short in quality. For a list of recommended erectors contact sales@mabanisteel.com.

◆ Erection Method Statement

The final quality of a PEB is often dependent on the manner & sequence in which it is erected. The erection process includes the supervision of the setting of the anchor bolts, the unloading of materials at jobsite, the proper storage of these materials, the manner in which the material is staged for erection, the type of equipment and tools used, the skill level of the erection staff and the sequencing of the erection activities.

◆ Erection Safety Plan

A safety plan is key to a professionally erected building. The safety of all people, equipment and buildings at the site must be given sufficient consideration. The safety plan is a compilation of all related procedures and guidelines. It must be explained to all workers engaged in the erection activity.

Section 11: Erection by Others

The Customer shall be fully responsible for the quality of the erection of Mabani Steel buildings when the erection is not carried out by Mabani Steel. Mabani Steel assumes no liability for and the Customer shall hold Mabani Steel harmless for defects such as loose connections, missing parts, roof leaks, damaged panels, omission of sealer, scratched surfaces, poor alignment, inadequate drainage, and other defects caused by "Others". The Customer shall permit Mabani Steel representatives to inspect the erection work at anytime during the erection process.

Although Mabani Steel appoints only competent contractors as Authorized Builders, Mabani Steel is not responsible for the quality of erection made by these builders. Mabani Steel Authorized Builders are independent contractors who are authorized by Mabani Steel based on their knowledge and experience in pre-engineered steel buildings erection and contracting practices.

◆ Erection

If erection is the responsibility of the Customer it can be executed using his in-house resources (if the Customer is a contractor) or the services of a specialized erection company. When a Customer chooses to undertake direct responsibility for the erection, the Customer (or his erector) is encouraged to contact our Area Office erection specialist to review the guidelines necessary to erect Mabani Steel buildings properly and safely. If the erector does not follow our guidelines we will inform the Customer, in writing, about the erector's disregard of our recommendations. It is the Customer's responsibility to ensure that corrective action is taken by his erector. We do not have legal authority to force an erector, contracted directly by the Customer, to take corrective action.



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◆ Erection Literature

The following Mabani Steel literature will be referenced during the erection period.

Erection Manual
Site Safety Manual
Post Erection Maintenance Manual
Erection Equipment & Tools Manual

◆ Erection Scope

Our scope of erection includes only the direct erection activities relevant to materials supplied by Mabani Steel, as noted below.

Coordination with the Customer's Main Contractor and checking of the setting of anchor bolts prior to the casting of concrete pedestals.

Unloading Mabani Steel materials at the jobsite.

Checking Mabani Steel materials at jobsite against Mabani Steel Packing Lists, Bill of Materials (BOM) and Erection Drawings and establishing short-shipped material lists (if any).

Monitoring actual status of Mabani Steel material deliveries and taking immediate action to expedite undelivered materials.

Appropriately storing Mabani Steel materials at jobsite.

Safeguarding Mabani Steel supplied materials from mechanical and environmental damage once it is delivered and stored at the jobsite.

Erecting Mabani Steel materials in strict compliance with Mabani Steel erection drawings and erection guidelines.

Conducting a comprehensive water test against roof leakage when the erection of roof Panels is within Mabani Steel's scope.

Providing all required insurance at the jobsite throughout the erection period. This includes

Workmen Compensation Insurance (for Mabani Steel Site erection staff and erectors), Erection All Risk Insurance covering 3rd party liability and insurance for Equipment and Vehicles used by Mabani Steel for erection.

Providing the Customer with a "**Certificate of Erection Completion**" (certifying that the erection is completed in accordance with Mabani Steel's recommended erection practices and erection drawings) immediately after completion of erection and the receipt of the full erection contract amount.

◆ Customer Obligations

The setting of Mabani Steel's anchor bolts in the concrete pedestals must be in complete compliance with Mabani Steel's Anchor Bolt Setting Plan Drawing No. "F01" issued for construction. It is done by the Main Contractor but must be checked by us prior to pouring the concrete pedestals.

The civil works and foundations of the buildings must be ready prior to our commencement of erection to enable us to start erection immediately upon receipt of the Mabani Steel supplied material at the jobsite.

Mabani Steel will offload and store materials for a building within its footprint area in order to prevent damage to materials prior to and during erection. The Customer / Contractor must ensure that the footprint of all buildings is freed for this purpose.

Mabani Steel's erection equipment will be located within the footprint of each building that is being erected. We require the area under the roof of each building, that is being erected, to be well compacted (or the concrete slab should be totally cast & cured) before erection of the building begins. No other construction activity should take place within the footprint of a building during erection. If a slab is cast, there should be no trenches, pits or other obstacles in it. Our contract price will increase substantially if our erection equipment is forced to be located outside the footprint of the building that is being erected.

A 3 m wide clear, compacted, and unobstructed passage area around each building is required to facilitate access of our erection equipment and for installation of scaffolding. It must be done by the Customer / Contractor prior to our commencement of erection.

Site security at jobsite must be provided by the Customer / Contractor to prevent theft of Mabani Steel materials, tools & equipment. In case of theft, compensation for lost Mabani Steel property will be claimed from the Customer / Contractor.

Mabani Steel material that is damaged by other contractors, prior to and after erection, shall be replaced or repaired on their account. Additional erection time will be claimed by Mabani Steel for delays due to such negligence.

Mabani Steel erection price is based on a single mobilization cost. If we are forced to stop work at the site due to reasons inflicted on us by the Customer, his Contractor or his Consultant for a period longer than 10 days, we reserve the right to charge for remobilization. The cost for each remobilization is generally AED 10,000 but may be higher depending on project size, location, etc... The additional time required for each remobilization is generally 7 days but may be higher depending on project size, location, etc... If erection is stopped for short intervals of time (days) due to actions by the Customer (his Contractor or his Consultant) causing our labor to be idle at the site, the daily charge to the Customer for each day of stoppage is generally AED 2000 but may be higher depending on project size, location, etc...

Potable (and non-potable) water supply and electrical power supply must be provided by Customer / Contractor to Mabani Steel free of charge throughout the erection period.

The supply and application of non-shrink epoxy grout under steel columns (if required) is excluded from our scope. It should be included within the scope of the Main Contractor.

Civil and electro-mechanical works are entirely excluded from our scope.

Any Customer requested change or modification to the buildings, that contradicts the details on Mabani Steel erection drawings, is considered a variation order requiring additional cost and/or erection time extension. The additional cost and/or erection time extension must be accepted by the Customer prior to Mabani Steel commencement of same.

Space must be allocated for one or more Mabani Steel jobsite signs.

Mabani Steel will gather all waste, scrap and packaging material (except for wood dunnage or pallets) in a location at the site that should be designated by Customer / Contractor. The Customer / Contractor is responsible for the removal and discharge of such debris from the site.

Mabani Steel recycles all its wood packing material (dunnage and pallets). The Customer / Contractor must allow Mabani Steel to remove such material from the site and return it to Mabani Steel's factory.

◆ Erection Price

Mabani Steel's erection price is divided into 2 parts: erection price for the PEB Steel Structure and erection price for the Panels & Panels Accessories. An erection price is normally assigned for the erection of each phase of a Mabani Steel job.

◆ Erection Payment Terms

30% downpayment, payable 30 days prior to start of erection.

70% by progress payments, invoiced weekly and payable within 7 days of invoice date, covering payment for the value of erection work completed during the week.

A Buyer's Guide

to Doing Business with Mabani Steel



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