



**KAY**  
systems

## ELEVATORS MAINTENANCE CONTRACT

Between



Project Name: Mobile Interim Company N'2

1<sup>st</sup> Party

SABIEM

And

Kay Systems S.A.L

2<sup>nd</sup> Party



Kay Systems, exclusive distributor of KONE elevators in Lebanon, undertakes towards Messrs. Mobile Interim Company N'2 to provide the regular monthly maintenance for 7 elevators located in Beirut .

34832  
ستدفع رسم وغرامة طالب حالب  
توكيل رقم 11136386/47512  
توجب دفعها بتاريخ 19/05/2012  
قيمة الرسم : 5.110.000 .....  
قيمة الفرامة : 5.110.000 .....  
مجموع : 5.110.000 .....  
مدة طلبها : 14 .....  
سيروت في 14 .....  
الموافق .....

المراقب  
ليلي سر حال



Elevators



Escalators



Cranes



Kay Systems S.A.L VAT# 3442-601: exclusive distributor, [www.kay.com.lb](http://www.kay.com.lb)  
Badaro, Taleb Hobeich street, Abdallah Khoury building, 1<sup>st</sup> floor, Beirut, Lebanon  
Phone: 961 1 383 023, Fax: 961 1 383027, P.O Box 116-5326 Musuem - Beirut





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**THE FOLLOWING IS AGREED UPON:**

34882  
 طابع صافی رسم و عرامة ١٩١٥١٢  
 وجد ايضاً ١١٣٦٣٨٦ تاریخ ١٩١٥١٢  
 بیمه الرسم : ٥.١١٥.٠٠٠  
 قیمة الغرامة : ٥.١١٦.٠٠٠  
 مجموع : ٥.١١٦.٠٠٠  
 نقد محمد عباس طه عرب احوال الدنار  
 بیروت فی ١٩١٥١٢



SABIEM

## 2- Visits

## 2.1. Visits Frequency:

To guarantee the good operating of the equipment, Kay Systems S.A.L performs routine maintenance examinations on a monthly basis for all installed units under maintenance agreement, and this during normal business hours. Any works executed outside business hours will be invoiced separately as specified in the offer contract terms hereafter.

## 2.2. Works Included:

- Maintenance or breakdown services of machines, rotating electrical equipment, controller parts, integrated circuits, printed circuit boards, brake coil, brake linings, door operating equipment, elevator intercommunication system and all other mechanical and electrical parts required for the operation of the

The company will provide lubricants that meet the company's specifications.

- It is agreed that Kay Systems S.A.L does not assume control or possession of any part of the equipment and such control and possession remain exclusively and at any time the Owner's. Therefore, Kay Systems S.A.L shall not be liable for any loss, damage or delay due to any cause beyond the reasonable control of the company, including but not limited to act of government, strikes, lockouts, fire,

## Elevators



## Escalators



## Cranes



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explosion, theft, flood, riots, civil commotion, war, vandalism, and rust. Under no circumstances shall the Company be liable for consequential damages.

- The maintenance of the following items of elevators' equipment will not be assumed by Kay Systems S.A.L: Car enclosure (including car panels, door panels, hung ceiling, handrails, mirror, and flooring), hoist way enclosure, entrances, door frames and sills.

### **3- Coordination**

- The technicians of the Company will discuss with the representative of the owner the operation of the equipment with the representative of the owner and take the appropriate action regarding the problems that might occur.



- In case a problem cannot be resolved during the maintenance visit, the technician should report to the client or his representative and set a date to fix the problem.

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### **4- Repairs**

Kay Systems S.A.L will advise the specified representative to schedule repair works outside the regular maintenance timeframe.



### **5- Call Back Service**

- The Company provides twenty-four-hour callback service. (Optional as specified hereafter).

- In case of an emergency call, allow a maximum of three hours from the time the call is placed until the arrival on site.

- All repair visits after working hours will be invoiced as follows: 55\$ in **Cash USD** excluding VAT during the week, weekends, and holidays.

### **6- Parts**

Kay Systems S.A.L uses genuine manufacturer's parts and will keep readily available, at its warehouse, a minimum stock of spare parts.

### **7- Replacement of Parts**

Kay Systems S.A.L will advise the Owner or his representative about the spare parts which will be replaced, and which are not included in the normal maintenance. The replacement will be done upon receiving the client's approval on the quotation sent to him.



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#### **8- General Conditions**

- Prices are set according to the nature of the services performed, any notification in the building use will entail legally the change of the conditions stated in the present contract without any alteration to the duration of the said agreement. The prices will be based on the economic and fiscal conditions existing at the date of the beginning of the contract. Any forthcoming variations in taxes or fiscal charges or transport fees will be reflected in the prices.

- Kay System S.A.L shall have the right to suspend maintenance or breakdown service and/or discontinue any other work under this contract or another contract signed by the company until all outstanding payments have been made as agreed and it is assured that subsequent payments will be made as they fall due.

Any unpaid maintenance or repair invoice exceeding the due date, shall bear interest at full legal rate from such date. This might entail, after two reminder letters and a registered warning letter is sent to the owner or his representative, the stopping of any maintenance or repair services at the owner's responsibility. On the other hand, the owner will have to pay the company an indemnity corresponding to the price of two months of the maintenance contract. Any period of grace for payments allowed by the company to the client is not considered as a new agreement for payment or as a new extended date. The payment terms mentioned in this contract are the only valid terms applicable in case of any dispute.

- All expenses related to the present agreement, including stamp duties or registration taxes, are borne by the owner.
- Kay System S.A.L shall not assume any responsibility resulting from the intervention of persons or foreign companies effected without its prior acceptance. On the other hand, such interventions will result in the immediate termination of the maintenance agreement at the expense of the owner.
- If an abnormal or dangerous fact happens in relation to the operation of the equipment, the owner should put the unit directly out of service and forbid to use of the equipment. The owner will have to inform the company by registered mail. The company cannot be held responsible for abnormal electricity consumption that has not been reported by the person deputized to take the meter readings or other qualified personnel.

- The owner should provide safe access to the building and to the unit installed in all circumstances for the company personnel. In addition, he should ensure the permanent availability of all the keys related to the installation in the building.
- Kay Systems S.A.L shall not assign the Contract, totally or partially, or any right or obligation hereunder without the prior written consent of MIC2 and if so, it should not exceed the limit defined in article 30 of PPL 244. However, MIC2





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(Owner) shall have the right to assign, transfer or purport all of its rights and obligations under the Contract to the Republic of Lebanon or any of its designee, without having to refer to Kay Systems S.A.L or to obtain its consent prior to such assignment.

-This agreement has been drawn up in duplicate, one copy has been handed to each one of both parties (owner and company).

The contract is valid from the date of signature until September 30<sup>th</sup>, 2025.

**9- Price (In cash USD)**

Elevator#	Description	Load (Kg)	Speed m/s	Stops	Total Price/30 September 2025 (Including Insurance)
Unit L5	KONE	630KG	1.75	16	\$ 1,925
Unit L6	KONE	630kg	1.75	16	\$ 1,925
Unit L7	KONE	630kg	1.75	16	\$ 1,925
Unit L8	KONE	630KG	1.75	16	\$ 1,925
Unit L9	KONE	1600kg	1.75	16	\$ 2,450
Unit L10	KONE	630kg	1.75	17	\$ 2,050
Unit L11	KONE	630KG	1.75	17	\$ 2,050
<b>Total Excluding VAT</b>					<b>\$ 14,250</b>
<b>VAT 11%</b>					<b>\$ 1,567.5</b>
<b>Total Including VAT</b>					<b>\$ 15,817.5</b>

(Fifteen Thousand Eight Hundred Seventeen and 50/100 U.S. Dollars Including VAT)

The above-mentioned maintenance works will be performed by Kay Systems against payment by Mobile Interim Company N'2 SAL of a lump-sum amount of \$14,250 Fourteen Thousand Two Hundred Fifty USD Dollars excluding Vat, payable in cash USD.

DONE IN TWO COPIES, VALID FOR ONE AND ONLY EFFECT.

For Mobile Interim Company N'2 SAL

For Kay Systems Sal

Date: 16-Dec-2024

Date:

Salem Itami  
Chairman General Manager

Nibal Malla Salandy  
Chief Financial Officer

Saleh Itami

BB

  
Systems



