

Commercial Terms & Conditions

VERSION 2.5 · EFFECTIVE 29 SEPTEMBER 2026

CAWORKS DESIGNER GLASS & STEEL WORKS L.L.C (formerly CAWORKS DESIGNER GLASS TRADING LLC) ·
Commercial Licence 1477645 · TRN 104980041800003

These Terms supersede V2.4 and all earlier versions for every quotation, estimate, invoice, variation and completion form issued on or after 29 September 2026. Registered office: Phase 1, Block I-10, 2 RoundABOUTS, Dubai Industrial City, Saih Shuaib 2, Dubai South, UAE.

Part A — General terms

1. General scope & agreement

This quotation, estimate, invoice, variation or completion form is issued for the supply and/or installation of architectural glass, mirror, metal and steel works, staircases and related design and technical services (the “Works”) by CAWORKS DESIGNER GLASS & STEEL WORKS L.L.C (“CAWORKS”). The Works are as described in the relevant CAWORKS quotation (the “Quotation”). In the absence of a mutually signed contract that expressly overrides them, these Commercial Terms govern the engagement and performance between CAWORKS and the Client.

2. Certification & approvals

All submissions (mock-ups, drawings, installations) must be reviewed and certified by the Client within 3 working days of submission. If no objection is received within that period, the submission is deemed approved.

3. Buildertrend log certification

All progress, installations and completed work will be documented via Buildertrend Daily Logs with photos and notes. The Client must review and comment on each log by 5:00 PM on the same working day of upload, or by 12:00 PM the next day if works were completed after working hours in the absence of the authorised supervisor. If no comment is made within this timeframe, the log is deemed certified and accepted. Comments must be made through Buildertrend or in writing referencing the log ID.

Where CAWORKS provides paper-based or electronic completion forms, including Stage Completion Forms under Clause 26, the same approval timelines and default certification rules apply. Any objection

must be specific, written, and supported by photographic or site evidence. General or late objections will not be considered valid after the stated timeframe.

Certification by silence or inaction carries the same legal effect as a physical signature and constitutes the Client's acknowledgment that the works were completed in accordance with the agreed scope, drawings and quality standards.

4. Scope of works & exclusions

The scope of works is limited to what is expressly described in the Quotation. For glass works, unless the Quotation states otherwise, this means glass and immediate fixings (e.g. channels and glass bolts) only. Unless expressly included in the Quotation, the following are works by others:

- substrates, frameworks, concealing and decorative works;
- manifestation films;
- structural supports and sub-frames;
- third-party testing (including pull-out and load tests) and municipality certificates;
- civil works (concrete, tile/marble grooving, etc.);
- structural calculations, and stamped calculations or drawings for authority submission; authority, community and master-developer approvals and NOCs (e.g. Dubai Municipality, Trakhees). Where such submissions are included in the Quotation, resubmissions caused by others or by Client changes are chargeable;
- wooden templates;
- secondary support above the ceiling;
- site waste disposal;
- backing and accessories;
- BIM (Building Information Modelling);
- COVID tests.

5. Client obligations

The Client shall provide, at its own cost:

- tower cranes, mobile cranes, scaffolding with wooden planks, hoists and lifting equipment;
- site facilities, including a workplace, safe storage for glass, materials, tools and attic stock, and electricity and water supply;
- site access, signage and any necessary hoardings;
- as-built drawings of adjacent structures and networks;
- a one-metre datum line marked on each floor;
- confirmation of site constraints, including but not limited to finished walls, finished soffits and headroom limitations.

The price will be adjusted accordingly if the drawings provided or the site conditions change.

The Client shall also:

- confirm the delivery route at survey, including door, lift, stairwell and turning dimensions. If large items such as stringers or spine sections cannot pass, any additional site joints, site welding and handling shall be treated as a variation;
- obtain hot-works (welding and grinding) permits, fire watch, and working-hours and noise approvals. Time lost to missing permits is charged as a wasted visit under Clause 16.

6. Specification, codes & standards

The Works are designed, fabricated and installed to comply with the building codes and regulations in force in the UAE for the project location (e.g. Dubai Building Code and the requirements of the relevant authority), as they apply to CAWORKS' scope. Any other compliance, certification, testing or standard applies only if expressly agreed in writing in the Quotation or a signed contract, and may be priced separately.

CAWORKS strives to follow the international reference standards below where practicable, but they are for guidance only and create no contractual obligation; where they differ from UAE codes, UAE codes prevail. Item descriptions in the Quotation take precedence over this list. Reference standards:

- Annealed float glass: ASTM C1036:1991, BS EN 572-1/572-2:2004
- Mirror glass: BS EN 1036:1999
- European Standards: EN 45014
- Heat-treated glass, fully tempered: ASTM C1048:2004, BS EN 12150-1:2000, ANSI Z97.1:1984
- Laminated glass: ASTM C1172:2003, BS EN 12543:1998, ANSI Z97.1:1984
- Bent tempered glass: ASTM C1464
- Steel and metal works: fabrication to BS EN 1090-2 at the execution class stated in the Quotation; protective coatings to ISO 12944 or the coating manufacturer's data sheet, as specified
- Structural design, where included in the Quotation: to the codes of the governing authority for the project location (e.g. Dubai Building Code)

7. Security cheques

Security cheques, performance bonds or similar guarantees, if issued, may only be claimed if:

1. the work is independently assessed as materially incomplete;
2. CAWORKS is formally notified in writing; and
3. CAWORKS fails to rectify the issue within 28 working days.

Disputes must be resolved before any cheque is presented. The Client must return all security cheques within 3 working days of completion of the work each cheque was issued against. If a cheque is not returned within that period, CAWORKS is entitled to claim the respective amount from the Client.

8. Payment terms

Unless otherwise agreed in writing, all invoices are payable within 3 working days of submission. Late payment entitles CAWORKS to suspend the Works under Clause 26. The standard payment schedules, unless otherwise agreed, are:

8.1 Decorative glass and glass balustrades: 20% survey and design; 60% production and installation; 20% on completion.

8.2 Staircase — metal structure only (excluding balustrade and timber or marble steps): 20% survey and design; 60% production and installation; 20% on completion.

8.3 Staircase — metal structure and balustrade (excluding timber or marble steps): 20% survey and design; 50% steel production and installation; 20% glass production and installation; 10% on completion.

8.4 Staircase — metal structure, steps and balustrade (full package): 20% survey and design; 30% steel production and installation; 20% steps production and installation; 20% glass production and installation; 10% on completion.

(!) **No subsequent stage will start until payment for the preceding stage has cleared in CAWORKS' account.**

9. Retention

Retention (if any agreed in writing) shall not exceed 10% of the total value and must be released within 30 calendar days of final handover and documentation submission.

10. Variations & omissions

10.1 Any Client-initiated change in design, scope, site conditions or delivery dates is a chargeable variation unless otherwise agreed in writing. Additional works will be invoiced separately plus time and handling.

10.2 Any omission, deletion or reduction of scope instructed by the Client after design approval, or after materials have been ordered or production has started, does not reduce the contract price unless CAWORKS agrees in writing. Any credit CAWORKS agrees is limited to the direct cost of materials not yet purchased or processed, less design, handling and re-work already performed. Omissions instructed before design approval are priced as a variation under Clause 10.1.

10.3 An omission instructed by the Client is recorded as a design change, not as incomplete or outstanding scope. It does not delay the certification or payment of any stage.

11. Project delays

Timeline extensions are granted without penalty for delays caused by: force majeure; restricted site access; GC/Client dependencies; third-party approval delays; scope changes; and the Client's failure to sign, certify or pay as required under Clauses 8 and 26. Project commencement is contingent on: written approval; down payment; shop drawing approval; execution dimensions; sample approval; and signed

terms, waivers and disclaimers, if any. Delays may also occur due to unforeseen breakage during production or packing.

12. Inspections

All inspections must take place immediately after installation or delivery, failing which the work is deemed accepted. Any quality or quantity issue must be raised before the team has left the premises, or immediately after installation of the particular item or part of the job. Defects reported outside the parameters below will not be accepted.

The Client shall ensure reasonable inspection conditions when goods are collected, and the presence of an authorised person and reasonable inspection conditions when goods are delivered or installed. Inspections shall be made by a person with normal eyesight (corrected if necessary), under normal room brightness, looking at the surface at normal incidence (90 degrees to the surface). The material shall be viewed from not less than 2 metres, or 3 metres for toughened or laminated glass; where this is not possible, from as far away as possible.

Internal applications are inspected under normal diffuse background lighting appropriate to the room, without spotlights. External applications are inspected in natural daylight, not directly towards the sun, with no visible moisture on the surface. Strong lamps and magnifying devices are not allowed. It is not permissible to find defects at close range and then mark them so that they become visible from the viewing distance.

All checks must be carried out before any bonding to a substrate or structure, and before rendering, plastering or other adjacent works or modifications. All extra visits, post-sign-off works and wasted visits will be charged.

Detailed tolerances are set out in “CAworks Decorative Glass and UV Print Tolerances”, which forms part of these Terms and is published at caworks-v4.chernikov.tech/tolerances.

Part B — Performance, liability and precedence

13. Warranty

CAWORKS does not provide any independent or extended warranty. All product warranties are strictly limited to those issued by the original product manufacturers and subject to their respective terms. Where applicable, CAWORKS will assist with the warranty claim process on behalf of the Client, but shall not be liable for delays, denials or limitations set by the manufacturer. Full system warranties (e.g. integration of lighting, controllers, framing) are not included unless explicitly agreed and priced separately in writing. No warranty is offered for glass breakage due to nickel sulphide inclusion or similar phenomena unless Heat Soak Testing (HST) was requested and paid for as part of the scope. Extended warranty with replacement insurance is available on separate request. At handover CAWORKS issues a maintenance note; any warranty assistance is conditional on the Client following it, including periodic bolt checks, coating touch-ups and timber care. Exterior and coastal installations need more frequent care against corrosion.

14. Use of Client's materials

Processing of Client-supplied materials is done entirely at the Client's own risk. CAWORKS accepts no liability for damage, decoration variation or aesthetic issues on materials not sourced by CAWORKS.

15. Samples and mock-ups

Samples and mock-ups are produced at extra cost unless clearly included in the agreed scope.

16. Wasted visits & site conditions

The Client must ensure the site is accessible and ready for the agreed work. Wasted visits due to site inaccessibility, missing approvals or other contractors will be charged at AED 750 per crew visit. Lifting equipment, scaffolding and clear access routes are the Client's responsibility unless otherwise agreed.

17. Responsibility for property

The Client must ensure all site areas are clear and protected during installation. CAWORKS is not liable for damage to finishes, walls, floors or ceilings unless gross negligence is proven. After installation and until handover, the Client shall protect installed staircases, glass and finishes from other trades. Any use of a staircase as construction access before handover is at the Client's risk, and damage to treads, coatings, glass or balustrades is repaired as a variation.

18. Risk of backlit printing

The Client acknowledges that backlit glass may show print imperfections under certain lighting. If the Client intends to use third-party lighting, samples must be tested with that lighting in advance. CAWORKS accepts no liability for imperfections visible only under third-party lighting systems.

19. FFL, site constraints & rework responsibility

A one-metre datum line on each floor, confirming the Finished Floor Level (FFL), and all site constraints, including but not limited to finished walls, finished soffits and headroom limitations, must be marked on site by the Client at the time of the site survey. If the FFL is altered after the survey and rework is required, the Client shall bear all redesign and reinstallation costs. If the FFL and other site constraints are not available on the day of the survey, a wasted visit will be charged at AED 750 per visit.

Existing structures are assumed to be within ± 10 mm of level, plumb and line over the area of the Works. Deviations beyond this, or changes to finishes, openings or levels after the survey, shall be treated as a variation.

20. Client supervisor presence

The Client must provide an authorised supervisor during survey, installation and handover. In the supervisor's absence, CAWORKS' work shall be deemed approved and accepted.

21. Inspection standard

Glass & Steel inspection shall be from 2 metres away under normal lighting, as set out in Clause 12. Spotlights, magnification or angled views shall not be used as a basis for rejection.

22. Cancellation by the Client

All cancellations must be submitted in writing. Works completed up to that point will be billed at pro-rata rates, together with materials ordered or committed. Deposits are non-refundable unless otherwise agreed in writing. Termination by CAWORKS is governed by Clause 27.

23. Jurisdiction & governing law

These Terms are governed by the laws of the Dubai International Financial Centre (DIFC). The Parties irrevocably agree that the DIFC Courts shall have exclusive jurisdiction over any disputes.

24. Precedence, certification & acceptance

If a CAWORKS quotation, invoice or scope of work is issued in response to a purchase order (LPO) or project instruction not signed by CAWORKS, these Commercial Terms prevail over any conflicting or additional terms in that document. Any signature or stamp by CAWORKS on a Client purchase order confirms only the price, quantities and description of the Works. It does not constitute acceptance of the Client's terms, and these Commercial Terms continue to prevail.

If the Client proceeds with any project-related action, these actions are deemed full and irrevocable acceptance of these Terms, whether or not a separate agreement has been executed. Such actions include:

- accepting or approving samples, drawings or mock-ups;
- allowing site surveys, fabrication or installation to begin;
- making full or partial payments against any CAWORKS invoice or quotation;
- issuing verbal or written instructions to proceed.

For the avoidance of doubt, any payment made to CAWORKS constitutes unconditional acceptance of these Terms. Final payment of the balance constitutes full certification and acceptance of the completed works, unless a formally submitted and jointly agreed snag list remains unrectified at the time of that payment. Any snag list must be submitted in writing within three (3) working days of completion and be supported by evidence. Failing this, or upon final payment, the works are deemed fully accepted, certified and handed over.

25. Intellectual property & design ownership

All drawings, designs, renderings, technical files, samples, concepts and other creative work produced by CAWORKS ("Design Materials") remain the sole property of CAWORKS until all related design fees, deposits and project payments have been settled in full. No Design Materials may be used, shared,

reproduced, issued for construction or passed to third parties until full payment has been received, except under the licence in Clause 27.4(4).

Part C — Stages, termination, title and references

26. Stage completion, suspension & continuation

26.1 Stages. The Works are delivered in stages. Where the Quotation or an accepted purchase order sets payment milestones, each milestone is a Stage. Otherwise the default Stages are:

1. **Design** — survey, 3D model and fabrication drawings;
2. **Production** — fabrication and delivery to site, or notice that goods are ready for collection;
3. **Installation**;
4. **Completion & Handover**.

26.2 Stage completion. A Stage is complete when its deliverables have been issued, delivered or installed, as applicable. On completing a Stage, CAWORKS issues a Stage Completion Form (paper, electronic or Buildertrend log) with the invoice for that Stage. The Client must sign it, or submit a specific written objection under Clause 3, within 3 working days; otherwise the Stage is deemed certified. A Stage is “Completed and Paid” once it is certified (signed or deemed) and its invoice is paid in full.

26.3 Right not to proceed. CAWORKS is not obliged to start or continue any subsequent Stage until the preceding Stage Completion Form is signed or deemed certified and all invoices then due are paid in cleared funds. Until then, on written notice (e-mail or Buildertrend message is sufficient), CAWORKS may suspend work on site, hold fabricated goods at its premises and withhold Design Materials.

26.4 Consequences of suspension. Any suspension under Clause 26.3 is a Client-caused delay. The programme is extended day for day, plus reasonable time for CAWORKS to remobilise within its production schedule. CAWORKS is not liable for any delay, liquidated damages, loss or cost arising from the suspension, including delays to other trades. Reasonable storage and remobilisation costs are for the Client’s account, and return visits are charged under Clause 16.

26.5 Continuation constitutes certification. CAWORKS may, at its sole discretion, proceed with a subsequent Stage before the preceding Stage is signed or paid; doing so does not waive any of CAWORKS’ rights. Where CAWORKS has proceeded beyond a Stage, the preceding Stage is deemed complete and certified, and all balances for it fall due immediately, whether or not its Stage Completion Form has been signed. Evidence of proceeding includes, without limitation:

- Buildertrend daily logs, photographs or videos;
- delivery notes or goods delivered to site;
- site access given to CAWORKS for the subsequent Stage;
- correspondence, approvals or instructions relating to the subsequent Stage;
- the Client or others taking any part of the Works into use.

27. Termination by CAWORKS (staged exit)

27.1 CAWORKS may end its engagement after any Completed and Paid Stage, or suspend and then end a Stage in progress, by five (5) working days' written notice where a Justified Reason exists.

27.2 Justified Reasons include, without limitation:

- non-payment of any sum more than 7 days after its due date;
- the site not being accessible, ready or safe for more than 14 days;
- failure to sign, approve or give instructions within 14 days of request;
- interference by the Client or third parties that prevents the Works;
- Client instructions that would breach building regulations, authority requirements or safety standards;
- abusive or threatening conduct towards CAWORKS personnel;
- force majeure lasting more than 30 days;
- any material breach of these Terms not remedied within 5 working days of notice.

27.3 Notice may be given by e-mail to the Client's contact on record. If the Justified Reason is remedied within the notice period, the engagement continues.

27.4 On termination under this Clause:

1. all obligations of CAWORKS for Completed and Paid Stages are fully discharged, and CAWORKS has no further obligation for Stages not completed;
2. the Client shall pay for all work performed and materials ordered or committed up to the termination date, pro rata, plus reasonable demobilisation costs;
3. CAWORKS shall refund any sums received for Stages not commenced, less the amounts due under (2);
4. once the Design Stage is paid in full, the Client receives a licence to use the issued design pack for this project only, and Clause 25 is modified accordingly;
5. goods already delivered are handed over "as delivered", subject to Clause 28. CAWORKS accepts no liability for installation, modification or completion carried out by others, or for the cost of engaging another contractor, delay or disruption.

27.5 Save for the refund under Clause 27.4(3), the Client shall have no claim against CAWORKS arising from a termination under this Clause.

28. Retention of title & right of recovery

28.1 Ownership of all goods, materials and fabricated items supplied by CAWORKS remains with CAWORKS until the full contract price, including variations, has been received in cleared funds. Risk of loss or damage passes to the Client on delivery to site or collection.

28.2 Until ownership passes, the Client holds the goods as custodian for CAWORKS. The Client shall store them safely and identifiably, shall not sell, pledge or allow them to be used as security, and shall not alter

them or allow them to be fixed or incorporated by others.

28.3 If any sum is overdue, the Client irrevocably authorises CAWORKS, its personnel and transport to enter the site or premises on 48 hours' written notice to inspect, disconnect and remove the goods, including items installed by CAWORKS, and shall provide access. Recovery, transport and storage costs, and making good any disturbed finishes, are for the Client's account.

28.4 CAWORKS may retain recovered goods until the balance and recovery costs are paid, or resell them after 30 days' written notice and credit the net proceeds against the outstanding balance. Amounts already paid are applied first to design, survey and completed services.

29. Marketing & project references

The Client consents to CAWORKS photographing and filming the Works and using those images, its renderings, the project name and a general description of the Works as a reference on its website, social media, portfolio and proposals. CAWORKS will not publish the Client's personal details, the exact property address or confidential drawings without prior consent. The Client may withdraw or limit this consent (for example, requiring anonymity or no images of private areas) by written notice at any time. CAWORKS will then stop new use and remove existing material from channels it controls within a reasonable time.

Part D — Staircase & structural works

30. Host structure

CAWORKS designs and supplies the staircase and its immediate fixings only. The adequacy of the host structure (slabs, walls, beams, columns and substrates) to carry the staircase loads and anchor forces is the Client's responsibility, to be confirmed by the Client's structural engineer where required. Pull-out and load tests are by others unless included in the Quotation. If the substrate proves unsuitable (e.g. hollow blockwork, voids, low-strength concrete or embedded services), any strengthening, alternative fixing or redesign is a variation.

31. Design approval & compliance responsibility

31.1 CAWORKS designs to the applicable UAE codes using the site constraints recorded at survey. CAWORKS will strive to comply, will explain any non-conformity, and will provide supporting reports or compliance assessments where included in the Quotation.

31.2 Once the Client approves the design and layout (signed or deemed under Clause 2), responsibility for any non-conformity of the approved design with codes or regulations passes to the Client. This includes risers, goings, headroom, clear width, winders, guarding and handrails. CAWORKS remains responsible for fabricating and installing in accordance with the approved design.

31.3 Any change requested after approval is a variation. Where the Client instructs a design below code (for example an open side without balustrade, reduced headroom or non-compliant winders), CAWORKS may

require a signed waiver before proceeding, and the Client bears all compliance, approval and safety liability for that element.

32. Movement, deflection & natural materials

Perceptible movement, deflection or vibration within the serviceability limits of the applicable code is normal, particularly for cantilever, spine, helical and floating staircases, and is not a defect. Timber is a natural material: variation in grain, colour and figure, seasonal movement, minor surface checking and occasional creaking are not defects.

33. Loads & modifications

Without CAWORKS' prior written approval, nothing may be hung from, fixed to or placed on the staircase or balustrade beyond normal use, including lighting, glass, planters, cladding or finishes by others. The staircase may not be cut, drilled, welded or otherwise altered without the same approval. Any unapproved addition or modification ends CAWORKS' design responsibility for the affected elements.

34. Limitation of liability

34.1 CAWORKS' liability for design is limited to re-designing and correcting the affected element. It is capped at the design fee paid for that element or, where no separate design fee applies, at the contract value of the affected element.

34.2 CAWORKS is not liable for any indirect or consequential loss, including loss of profit, rent or use, delay damages, or liquidated damages under the Client's other contracts.

34.3 Nothing in these Terms limits liability that cannot be limited under applicable law.