

## PURCHASE ORDER – TERMS & CONDITIONS

### A. GENERAL

1. Any terms and conditions issued by the Supplier that deviate from or supplement these Terms and Conditions of Purchase shall not be binding on the Purchaser, even if not expressly rejected or if the Supplier indicates that its own terms are the exclusive basis of the delivery.
2. Orders, acceptances, additions, or amendments shall be valid only when made in writing. Verbal agreements or subsequent modifications shall not be binding unless confirmed in writing by the Purchaser.
3. If the Supplier fails to formally accept the Purchase Order within fourteen (14) days, the Purchaser reserves the right to cancel it without liability.
4. The Supplier shall not delegate, assign, or subcontract any portion of the goods or services without the Purchaser's prior written approval.

### B. DELIVERY DATE & PLACE OF PERFORMANCE

1. Time is of the essence. Delivery must strictly follow the date stated on the Purchase Order. Failure to do so entitles the Purchaser to:
  - a. Extend the delivery period at its sole discretion; or
  - b. Cancel the Purchase Order without liability for any cost, expense, or loss incurred by the Supplier.
2. In the event of delay, the Purchaser may require expedited shipment at the Supplier's cost. A contractual penalty of 1% of 1/10 of the order value per day of delay, up to a maximum of 5%, may be imposed.
3. All goods and services delivered must be free from any lien, encumbrance, or insurance interest held by the Supplier prior to delivery.
4. The place of performance for all goods and services shall be the delivery location specified in the Purchase Order.

### C. SHIPMENT & PRICING

1. All goods shall be properly packed and shipped in accordance with the Purchaser's packaging and shipping specifications. Each shipment must include delivery notes or packing slips clearly indicating the Purchase Order number and all related data.

#### D. INVOICING, PAYMENT & NON-ASSIGNMENT

1. All invoices must reflect the Purchase Order number and required identification data.
2. Payment will be made according to the terms specified in the Purchase Order. Cash discounts may be deducted even when the Purchaser withholds or offsets sums due to defects or non-performance.
3. The Supplier may not assign or factor any receivable arising from this Purchase Order without the Purchaser's prior written consent.

#### E. WARRANTY

1. The Supplier warrants that all goods and services shall be free from defects for twelve (12) months from the date of acceptance.
2. All goods are subject to inspection and approval. Rejected goods shall be held at the Supplier's risk and expense.
3. Any detected faults or defects must be communicated in writing.
4. The Purchaser may require repair, correction, or replacement of defective goods at the Supplier's cost.
5. If the Supplier fails or refuses to correct defects, the Purchaser may do so on the Supplier's behalf and charge all costs incurred.

#### F. DUTY TO INFORM & CARE

1. The Supplier must notify the Purchaser immediately if the goods or services are unsuitable for their intended use.
2. Any circumstance affecting delivery must be reported promptly.
3. Changes in materials or design must be approved in writing by the Purchaser.
4. Supplier must ensure compliance with environmental, safety, and industrial regulations.

#### G. PROVISION OF MATERIALS

1. Any materials provided by the Purchaser remain its property and may only be used for fulfilling the Purchase Order.
2. The Supplier shall ensure proper handling and storage at its own cost.

#### H. CONFIDENTIALITY

1. The Supplier shall keep confidential all information disclosed by the Purchaser.
2. Use of the Purchaser's name or trademarks requires prior written consent.

#### I. SPARE PARTS & AVAILABILITY

1. The Supplier shall provide spare parts for the service life of the goods or ten (10) years, whichever is longer.
2. If production is discontinued, the Purchaser must be allowed a final order.

#### J. GOVERNING LAW

1. These Terms and Conditions are governed by the laws of the Kingdom of Saudi Arabia. The Purchaser reserves the right to bring action before any competent court.