

General Terms and Conditions of Purchase

1. Scope of Application

1.1. All of our purchases of goods and/or services, either against payment or free of charge, are governed by these general terms and conditions of purchase (hereinafter the “Conditions”) to the exclusion of all other terms and conditions, unless explicitly agreed otherwise in writing in a separate agreement signed by our authorised signatory. In the event of a continuing business relationship, the Conditions shall also apply to future transactions even if the Conditions are not explicitly referred to. By accepting an offer, confirming an order, or otherwise entering into a contract with us, the supplier (hereinafter the “Supplier”) confirms and is deemed to have read and accepted these Conditions and to have irrevocably renounced its own general terms and conditions, if any. The Supplier agrees that, except if explicitly confirmed in writing signed by our authorized signatory as referred to earlier in this Clause 1.1., no actions taken by us shall be interpreted as accepting any contractual provisions offered by the Supplier.

1.2. In these Conditions, “Incoterms®” shall mean the International Commercial Terms as most recently published at the relevant time by the International Chamber of Commerce.

1.3. When used in these Conditions and unless the context requires otherwise, the term “Agreement” shall be deemed to include these Conditions. In the event of conflicting provisions, the specific provisions of the accepted or confirmed offer, order, or contract (hereinafter the “Specific Conditions”) shall prevail over these Conditions, provided that terms not covered in such accepted or confirmed offer, order, or contract shall be as recorded in these Conditions and deemed to apply thereto.

1.4. We reserve the right to amend, modify or otherwise alter the Conditions from time to time at our discretion without notice. The most recent version of the Conditions will always be available at our [Download Center](#). Any amended Conditions will be effective immediately upon publication and cover all pending and future orders and any contracts entered into after the date of publication. It is the Supplier’s sole responsibility to keep abreast of such changes to the Conditions and we have no obligation to alert the Supplier or the general trade of any changes to the Conditions.

1.5. The Conditions are available in English. In the event of inconsistencies, the English version of these Conditions as available on the mentioned website shall prevail.

1.6. “Buyer” or “Us” / “Our” / “We” shall mean “Kanoo Manuchar Limited Company” and any of its affiliates as we may identify in any purchase orders that we issue. “Supplier” shall mean the party providing goods and/or services to the Buyer.

2. Time of Essence

2.1. Time is of the essence and all dates referred to in the Agreement shall be firm. If the Supplier anticipates any difficulty in complying with any delivery date or with any of its other obligations under the Agreement, the Supplier shall promptly notify the Buyer thereof in writing.

2.2. Furthermore, if the goods are not delivered or the services not performed in accordance with the applicable delivery dates, the Supplier shall, without limiting any other remedy, owe the Buyer liquidated damages in an amount equal to one percent (1%) of the amount of the order for each day of delay. The Supplier shall automatically be in default by failing to meet the applicable deadline and without any prior notice of default from the Buyer’s side being required. Notwithstanding its right to liquidated damages, the Buyer also has the right to take any other measures available, including, without limitation:

- to terminate the Agreement with immediate effect and without any liability towards the Supplier;
- to claim and receive reimbursement of any possible prepayments already made to the Supplier; and
- to claim and receive a higher amount of compensation if the Buyer can prove that the actual damage sustained will exceed the amount of liquidated damages calculated as aforementioned.

3. Delivery

3.1. Unless explicitly agreed otherwise in writing, all goods shall be delivered FCA (named port or place of departure) except that maritime transport shall be delivered FOB (named port of shipment) (as defined in the Incoterms®). The final destination of the goods shall be determined by the Buyer.

3.2. Delivery shall be completed as per the applicable Incoterm®, but such completion shall not constitute acceptance of the goods. The goods shall be delivered to Buyer’s location as stated in the Agreement.

3.3. The Supplier shall, concurrently with the delivery of the goods, provide the Buyer with copies of all applicable licenses as well as with all drawings, CE marks, material safety data sheets, instruction manuals, software, components, tools, and users rights necessary for the maintenance, use and/or resale of the goods. Each delivery of goods to the Buyer shall include a packing list containing at least the (i) applicable order number, (ii) quantity shipped per size and/or quality, (iii) number of packaging, (iv) kind of packaging (v) date of shipment, and (iv) batch or lot number.

3.4. The Supplier shall record in the transfer and shipping documents all hazards associated with the goods and their classification in accordance with the applicable domestic and international regulations and statutes (e.g., ADR, RID, ADNR, IMDG-Code, IATA-DGR, etc.).

3.5. The Supplier shall make no partial delivery, delivery of more than the agreed quantities, or delivery before the agreed delivery date(s). The Buyer reserves the right to refuse delivery of the goods and return the same at the Supplier's risk and expense if the Supplier defaults in the manner and time of delivery or in the rate of shipment. The Buyer shall not be liable for any costs of production, installation, assembly, or any other work related to the goods that the Supplier may incur prior to delivery in accordance with the Agreement. The Supplier will reimburse the Buyer all costs of storage of more than the agreed quantities.

3.6. Any design, manufacturing, installation, or other work to be performed by or on behalf of the Supplier under the Agreement shall be executed with good workmanship and use of proper materials.

3.7. The Supplier shall pack, mark, and ship the goods in accordance with the applicable regulations, sound commercial practices, and the Buyer's specifications in such a manner as to prevent damage during transport and facilitate efficient unloading, handling, and storage. Notwithstanding the provisions of the applicable Incoterm®, the Supplier shall be responsible for, and shall indemnify the Buyer for, any loss or damage due to the Supplier's failure to properly preserve, package, or handle (before delivery as per the applicable Incoterm®) the goods. The Buyer shall not be required to assert any claims for such loss or damage against the common carrier involved.

3.8. If any of the goods have a shelf-life, the Supplier shall ensure that the following relevant information is clearly marked on each label or indented on each container of the goods:

- date of manufacture and expiry date; or
 - date of manufacture and the manufacturer's warranted self-life period;
- or

- expiry date and the manufacturer's warranted shelf-life period; or
- all of the above.

All goods supplied under an Agreement shall have at least three-fourths of their self-life remaining, failing which such goods may be rejected by the Buyer. The Supplier shall also advise the conditions under which the goods are to be stored.

3.9. Unless agreed otherwise in writing, the Buyer will not be held to any minimum purchase obligations and the Supplier's prices will never be subject to any such minimum purchase obligations.

3.10. The Supplier shall prepare all shipping documents in accordance with (i) the applicable domestic and international trade/customs regulations and (ii) the Buyer's instructions, if any. The Supplier will promptly provide the Buyer with duly prepared shipping documents (where applicable) along with any attestations that may be required so as to minimize any delay in customs clearance or receipt of the goods.

4. Transport and Risk

4.1. All transport shall be carried out in accordance with the agreed Incoterm® or, in the absence hereof, at the Supplier's risk. The Buyer reserves the right to determine or arrange for route, means of transportation, as well as packaging of the goods unless otherwise agreed upon in writing.

5. Inspection, Testing, and Rejection of the Goods

5.1. The Supplier acknowledges that the Buyer shall be under no obligation to inspect any goods on delivery as it is not usual practice for the Buyer to do so because it instead relies on the Supplier's quality assurance.

5.2. Inspection, testing, reselling of or payment for the goods by the Buyer shall not constitute acceptance. Inspection or acceptance of or payment for the goods by the Buyer shall not release the Supplier from any of its obligations, representations, or warranties under the Agreement.

5.3. The Buyer (and any third party designated by the Buyer) may at any time inspect the goods or the manufacturing process for the goods. If any inspection or test by the Buyer is made on the premises of the Supplier, the Supplier shall provide reasonable facilities and assistance for the safety and convenience of the Buyer's inspection personnel.

5.4. If in the Buyer's reasonable opinion, the goods fail to conform with the agreed specifications, the Buyer has the right to reject the goods, the Buyer

shall promptly notify the Supplier of such rejection, and Clause 9 of these Conditions shall apply. Within two (2) weeks from such notification, the Supplier shall collect the goods from the Buyer at its own expense. If the Supplier does not collect the goods within said two (2) weeks period, the Buyer may either at the Supplier's cost and without the Supplier's consent have the goods delivered to the Supplier, or with the Supplier's prior consent, which consent must be given within ten (10) days of the Buyer's written notification, destroy or resell the goods, without prejudice to any other right or remedy that the Buyer may have under the Agreement or at law. Goods not accepted but already paid for by the Buyer shall be reimbursed by the Supplier to the Buyer within thirty (30) days after the aforesaid notification and the Buyer shall have no payment obligation for any goods not accepted.

5.5. If, as a result of a sampling inspection, any portion of a lot or shipment is found not to conform with the Agreement, the Buyer may reject and return the entire shipment or lot without further inspection or, at its option, complete the inspection of all items in the shipment or lot, reject and return any or all non-conforming units (or accept them at a reduced price), and charge the Supplier the cost of such inspection.

5.6. If the Supplier fails to supply any goods or services on the terms agreed in an Agreement, the Buyer is entitled, at its sole discretion, to purchase all or a part of its requirements for such goods and services elsewhere and to subsequently recharge any difference in costs to the Supplier who shall be liable to pay the difference. In the event that the Buyer takes any action in accordance with this Clause 5.6., the Buyer shall be under no obligation to purchase any items from the Supplier, make any arrangements with the Supplier in respect of such items, reimburse the Supplier for any cancellation charges or penalties, or compensate the Supplier in any other way for damages that the Supplier may incur as a result of such action.

6. Performance of Services

6.1. The Supplier shall perform any services due with the necessary skill and care, using the proper materials and employing sufficiently qualified staff.

6.2. If the Supplier performs any services at the premises of the Buyer, such performance will occur within the Buyer's working hours. Travel- and waiting time are not considered working time and may only be charged to the Buyer if agreed in advance and in writing.

6.3. The Supplier shall be fully liable for the acts and omissions of any and all third parties with which it has contracted in connection with the services to be provided to the Buyer.

6.4. Only written confirmation by the Buyer shall constitute acceptance of any services performed. If the Buyer does not accept the services performed by or in the name of the Supplier, Clause 9 of these Conditions shall apply. The Buyer shall promptly notify the Supplier of such rejection, and the Supplier will, at its own expense, carry out any necessary corrections, additions and modifications reasonably requested in writing by the Buyer within thirty (30) days of such notification.

7. Prices, Payment

7.1. Unless provided otherwise in the Agreement, title to the goods shall pass to the Buyer at the time the risk is transferred to the Buyer pursuant to the applicable Incoterm®. Such risk shall in no event be transferred to the Buyer prior to the transfer of title.

7.2. All prices quoted in the Agreement shall be fixed prices, and no price adjustments shall apply other than with the express prior written consent of an authorised officer of the Buyer.

7.3. Unless explicitly agreed otherwise in writing, the Buyer will not accept, pay for or be liable for any extra charges of any kind or nature, including, without limitation, packing, cartage, returnable containers, any insurance charges, any surcharges for fuel, energy, raw materials or otherwise. All prices are gross amounts but exclusive of any value added tax (VAT).

7.4. At or after the time that delivery has been completed as per Clause 3.2. of these Conditions, but no later than within six (6) months from delivery, the Supplier shall issue an invoice meeting all applicable legal and fiscal requirements and containing, as a minimum, (i) the Buyer's purchase order number and (ii) wording that shall allow the Buyer to take advantage of any applicable "input" tax deduction. The Supplier shall hereby also inform the Buyer whether the Buyer is allowed to apply for an exemption if and to the extent allowed under applicable law in such specific situation. Furthermore, any invoices issued by the Supplier for the provision of goods and/or services shall be compliant with prevailing ZATCA regulations, failing which such invoices are liable to be rejected. Compliance with the mentioned regulations includes, but is not limited to, mentioning the Supplier's VAT registration number, indicating VAT amounts separately, and issuing clarifications to any query regarding VAT that the Buyer may have.

7.5. Subject to the acceptance of the goods and/or services by the Buyer, and unless provided otherwise in the Agreement, payment shall be made within sixty (60) days from receipt of the correct invoice. If payment is not done on the due date, the Supplier shall notify the Buyer thereof in writing, and no late payment interest will start accruing nor any other sanction will

apply unless explicitly provided for in the Agreement and then only as from the agreed period following such notification.

7.6. If the Supplier fails to fulfill any of its obligations under the Agreement, the Buyer may suspend payment to the Supplier upon notice to the Supplier and this suspension will continue until the actual due fulfillment of these obligations.

7.7. The Supplier hereby unconditionally accepts that the Buyer and any of its affiliates shall always have the right to set-off any amounts owed by any of them to the Supplier or its affiliates with any amounts owed to them by the Supplier or its affiliates.

7.8. Payments by the Buyer will firstly be applied to the principal amount and only thereafter on any other amounts due by it.

7.9. The Supplier acknowledges and agrees that any amount to be paid by the Buyer to the Supplier may be paid on the Buyer's behalf by another affiliate of the Buyer and/or by a third party designated by the Buyer. The Supplier shall treat such payment as if it were made by the Buyer itself and the Buyer's obligation to pay the Supplier shall automatically be satisfied and discharged in the amount paid by such entity or third party.

7.10. The price shall be paid in the agreed currency. Any loss because of the volatility in exchange rates is for the Supplier's account.

8. Warranty

8.1. General warranties:

The Supplier represents and warrants to the Buyer that:

- it has the full corporate power and authority to enter into the Agreement and to carry out its obligations under the Agreement;
- it is in the business of providing the goods or the services, and has adequate resources, equipment and fully trained personnel to enable it to provide the same;
- it shall obtain and maintain all licenses and permits required under all applicable laws and regulations in connection with the supply of the goods or the performance of the services;
- if it acquires the goods from another source, it has a programme in place to conduct periodic audits of such vendors to ensure the quality of the goods in accordance with Clause 8.2. of these Conditions.

8.2. Goods warranties and remedies:

The Supplier represents and warrants to the Buyer that all goods:

- are new and not used;
- are suitable for the intended purpose and shall be merchantable, of good quality and free from all defects in design, materials, construction and workmanship;
- strictly comply with the specifications, approved samples and all other requirements under the Agreement, and shall in any event at all times meet the standards that apply to similar goods in Saudi Arabia;
- are delivered with all required licenses, which shall remain valid and in place and shall include the rights to transfer and grant sublicenses, and with the scope to properly cover the intended use;
- shall be free from any and all liens and encumbrances;
- have been designed, manufactured and delivered in compliance with all applicable laws (including labor laws) and regulations;
- are provided with and accompanied by all information and instructions necessary for proper and safe use, including any information required to enable the Buyer to comply with all applicable laws and regulations in its use of the goods;
- will be accompanied by written and detailed specifications of their composition and characteristics so as to enable the Buyer to transport, store, process, use and dispose of such goods safely and in compliance with all applicable laws and regulations.

8.3. These warranties are not exhaustive and shall not be deemed to exclude any warranties prescribed by law, the Supplier's standard warranties, or other rights or warranties which the Buyer may be entitled to. These warranties shall survive any delivery, inspection, acceptance, payment, or resale of the goods, and shall extend to the Buyer and its customers.

8.4. Without prejudice to any other rights accruing under the Agreement or at law, the warranties set forth in the above Clause 8.1. will subsist for a period of thirty-six (36) months from the date of delivery as per Clause 3.2. of these Conditions, or for such other period as agreed in the Agreement (hereinafter the "Warranty Term"). Goods repaired or replaced within the Warranty Term are warranted for either the remainder of the original Warranty Term or for twelve (12) months following the delivery date of such repaired or replaced goods, whichever is longer.

9. Non-Conformity

9.1. If any goods or services are defective, latent or otherwise do not conform with the requirements of the Agreement, the Buyer shall notify the Supplier and may, without prejudice to any other right or remedy available to it under the Agreement or at law, at its sole discretion:

- require due performance by the Supplier;
- require delivery of conform substitute goods or work products;
- require the Supplier to remedy the lack of conformity by repair within the shortest period of time;
- declare the Agreement rescinded; or
- reduce the price in the same proportion as the value of the goods or services actually delivered, even if that results in a full refund of the price paid to the Supplier.

9.2. The Supplier shall bear all costs of repair, replacement, and transportation of the nonconforming goods, and shall reimburse the Buyer in respect of all costs and expenses (including, without limitation, inspection, handling and storage costs) reasonably incurred by the Buyer in connection therewith.

9.3. Risk in relation to the nonconforming goods shall pass to the Supplier upon the date of notification of the non-conformity.

10. Intellectual Property

10.1. The Supplier represents and warrants to the Buyer that any goods delivered and services performed do not and shall not, alone or in any combination, infringe or violate any third party (including the Supplier's employees and subcontractors) intellectual property rights.

10.2. The Supplier agrees that all works created, developed, or arising in relation to the performance of the Agreement, regardless of their nature, shall irrevocably belong to the exclusive property of the Buyer, without any right to compensation on the part of the Supplier.

10.3. If, as part of the execution of the Agreement, the Supplier would be entrusted with the creation of any copyrighted work, the Supplier explicitly agrees that all intellectual property rights attached to such works shall be transferred to the Buyer for the entire duration of these rights and for the entire world. This transfer applies to the fullest extent, i.e., to all modes and forms of exploitation, known or unknown at the time the Agreement was established.

10.4. The purchase of the goods and/or services shall confer on the Buyer and its affiliates an irrevocable, worldwide, royalty-free and fully paid up, non-exclusive and perpetual license under all intellectual property rights owned or controlled, directly or indirectly, by the Supplier to use, make, have made, build in, have built-in, market, sell, lease, license, distribute and/or otherwise dispose of the goods and/or services.

10.5. The compensation for the transfer of the intellectual property and patrimonial rights, respectively the attribution of a license as set out in Clause 10.4. of these Conditions shall be covered by the price paid for the goods and/or services. The Supplier shall not be entitled to any additional compensation.

10.6. The Supplier shall not have any right or title to or interest in any of the Buyer's samples, data, works, materials, trademarks, and intellectual and other property, nor shall the supply of goods and/or services alone or in any combination or the supply of packaging containing the Buyer's trademarks or trade names give the Supplier any right or title to these or similar trademarks or trade names. The Supplier shall not use any trademark, trade name or other indication in relation to the goods or services alone or in any combination without the Buyer's prior written approval and any use of any trademark, trade name or other indication as authorized by the Buyer shall be strictly in accordance with the instructions of and for the purposes specified by the Buyer.

10.7. The Supplier shall not, without the Buyer's prior written consent, publicly make any reference to the Buyer, whether in press releases, websites, advertisements, sales literature or otherwise, and the Supplier undertakes to immediately delete any reference to the Buyer upon request.

11. Intellectual Property Indemnification

11.1. The Supplier shall indemnify and hold harmless the Buyer, its affiliates, agents and employees, and any person selling or using any of the Buyer's goods in respect of any and all claims, damages, costs and expenses (including but not limited to loss of profit and reasonable attorneys' fees) in connection with any third party claim that any of the goods or services alone or in any combination or their use infringes any third party intellectual property rights, or, if so directed by the Buyer, shall defend any such claim at the Supplier's own expense.

11.2. The Buyer shall give the Supplier prompt written notice of any such claim, provided, however, that any delay in notice shall not relieve the Supplier of its obligations hereunder except to the extent that the Supplier is

prejudiced by such delay. The Supplier shall provide all assistance in connection with any such claim as the Buyer may reasonably require.

11.3. If any goods or services, alone or in any combination, supplied under the Agreement are held to constitute an infringement or if their use is enjoined, the Supplier shall, as directed by the Buyer but at its own expense, either:

- procure for the Buyer or its customers the right to continue using the goods or services alone or in any combination; or
- replace or modify the goods or services alone or in any combination with a functional, non-infringing equivalent.

11.4. If the Supplier is unable to perform its obligation under Clause 11.3. of these Conditions, the Buyer may terminate the Agreement and upon such termination, the Supplier shall reimburse to the Buyer the price paid, without prejudice to the Supplier's obligation to indemnify the Buyer as set forth herein.

12. Indemnification

12.1. The Supplier shall indemnify and hold harmless the Buyer, its affiliates, agents and employees, and anyone selling or using any of the goods and services, from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature (including but not limited to special, indirect, incidental, consequential damages), whether arising before or after completion of the delivery of the goods or performance of the services covered by the Agreement, in any manner caused or claimed to be caused by the acts, omissions, faults, breach of express or implied warranty, breach of any of the provisions of the Agreement, or negligence of the Supplier, or of anyone acting under its direction or control or on its behalf, in connection with the goods, services or any other information furnished by the Supplier to the Buyer under the Agreement.

13. Compliance with Laws and Buyer's Code of Conduct

13.1. The Supplier shall at all times comply with all laws and regulations, including, but not limited to, all fair labor, equal opportunity, environmental and trade compliance laws and regulations. The Supplier shall furnish to the Buyer any information required to enable the Buyer to comply with any applicable laws and regulations in its use of the goods and services. If the Supplier is a person or legal entity doing business in the United States, and the goods and/or services are sold to the Buyer under federal contract or

subcontract, all applicable procurement regulations required by federal statute or regulation to be inserted in contracts or subcontracts are hereby incorporated by reference. Additionally, if the Supplier is a person or legal entity doing business in the United States, the Equal Employment Opportunity Clauses set forth in 41 Code of Federal Regulations, Chapters 60-1.4, 60-250.5, and 60-741.5, are hereby incorporated by reference.

13.2. The Supplier has been informed that the Buyer is part of the Manuchar group. The Supplier acknowledges having received a copy of the Manuchar Group Code of Conduct which can be found on the Buyer's website ([Download Center](#)). In the performance of the Agreement, the Supplier shall at all times respect the principles set out in this Code of Conduct, the terms of which are to be considered Specific Conditions prevailing in case of inconsistencies as set out in Clause 1.3. of these Conditions.

14. Personal Data

14.1. For the purpose of or in connection with the Agreement, the Supplier may come to process information in any form relating to an identified or identifiable individual (hereinafter "Personal Data"), including sensitive data. This Clause 14 sets out the terms and respective rights and duties of the Parties in respect of such Processing of Personal Data. When used in the Agreement, "Processing" shall mean any operation or set of operations performed by automatic means or otherwise, including, without limitation, the collection, recording, rearrangement, organization, storage, loading, adaptation or alteration, retrieval, consultation, display, use, disclosure, dissemination, removal, erasure, or destruction of Personal Data ("Process" and "Processed" shall be construed accordingly).

14.2. The Supplier may act as a controller and/or a processor of Personal Data. Where the Supplier Processes Personal Data as a controller, it undertakes and warrants that it and its personnel involved with the performance of the Agreement shall Process all Personal Data in accordance with all laws and regulations applicable to the processing, protection, confidentiality or security of Personal Data. Where the Supplier Processes Personal Data as a processor, it shall comply in respect of such Processing with Clause 14.4. of these Conditions.

14.3. The duration of the Processing shall be limited to the term of the Agreement plus the period from the expiry of the term until the irreversible deletion or return of the Personal Data, without retaining any copies in any form, by the Supplier in accordance with the Agreement.

14.4. The Supplier undertakes and warrants that it and its personnel involved with the performance of the Agreement shall:

- Process all Personal Data in accordance with all laws and regulations applicable to the processing, protection, confidentiality or security of Personal Data and all further instructions provided by the Buyer regarding the Processing;
- Process all Personal Data appropriately and accurately and only insofar as necessary to supply the goods and services;
- not Process the Personal Data for purposes not so authorized or so instructed by the Buyer;
- ensure that only the Supplier's personnel involved with the performance of the Agreement shall have access to the Personal Data and shall require such personnel to protect and maintain the confidentiality and security of the Personal Data;
- implement appropriate technical and organizational security measures to ensure an appropriate level of security and protect the Personal Data;
- cooperate with the Buyer where this is necessary for the performance of the Buyer's data protection impact assessments;
- not disclose the Personal Data to any third party without the prior written approval of the Buyer. In case of a request for disclosure to a competent governmental or semi-governmental authority or court, if permitted by law, the Supplier shall inform the Buyer of the exact nature of the request and the legal obligation to comply with such request;
- inform the Buyer without undue delay and in no event later than twenty-four (24) hours after becoming aware of a breach of this Clause 14. The Supplier shall promptly take all necessary and appropriate corrective actions to remedy any deficiencies in its security measures and to avoid any reoccurrence, as well as take any action pertaining to such security incident required by applicable law and by the Buyer;
- not hold Personal Data any longer than necessary for the purpose of performing its obligations under the Agreement. Subject to the Supplier's legal and regulatory obligations with regard to the Personal Data, the Supplier shall ensure that the Supplier and its personnel that Processes the Personal Data on its behalf (a) promptly returns all Personal Data in its possession or control and all copies thereof to the Buyer and/or to a third party of the Buyer's choice upon the Buyer's first request; and (b) upon termination of the Agreement, for whatever reason, ceases to use the Personal Data and at the Buyer's sole option arranges for either the prompt and safe return to the Buyer and/or to a third party of the Buyer's choice or the secure deletion and destruction of all the Personal Data together with all copies in its possession or control;
- ensure that transfers of Personal Data to the Supplier's affiliates or sub-processors will occur on the basis of a legally recognized transfer

mechanism if Personal Data would be transferred outside the European Economic Area or Saudi Arabia as necessary to provide the goods and services;

- inform the Buyer without undue delay of any complaints, requests or enquiries received from individuals, including but not limited to requests to access, rectify, or delete Personal Data. The Supplier shall not respond to the individual directly except where specifically instructed by the Buyer. The Supplier shall in any event cooperate with the Buyer to address and resolve any complaints, requests or enquiries from individuals;
- make available to the Buyer all information necessary to demonstrate compliance with the obligations applicable to the Processing and laid down in the Agreement.

14.5. The Buyer acknowledges and agrees that the Supplier may engage sub-processors to Process Personal Data. The Supplier shall ensure that sub-processors are contractually bound to the same data protection obligations with respect to the Processing of Personal Data as those to which the Supplier is bound under this Clause 14. The Supplier remains fully liable to the Buyer for the sub-processor's performance of the Agreement, as well as for any acts or omissions of the sub-processor regarding its Processing.

14.6. Should the Buyer use an online portal for managing orders for goods and services whereby the Supplier is granted access to such portal, the Supplier shall obtain a relevant cybersecurity compliance certification accepted by Saudi Aramco in accordance with their SACS-002 Third Party Cybersecurity Standard.

15. Compliance with International Sanctions

15.1. For purposes of this Clause 15, "Sanctions" means any trade, economic and/or financial sanctions or export controls (including without limitation any relevant law, regulation, order, ordinance, resolution, decree, restrictive measure or other requirement having the force of law, as well as import and export restrictions related to military and dual use products and technologies, chemical precursors (drugs and explosives), dangerous chemicals, pesticides and substances that deplete the ozone layer), adopted by the US, UK, EU (or its respective Member States), UN, or any other government authority including, without limitation, in Saudi Arabia or the governments of the GCC countries.

15.2. The Supplier represents and warrants that neither it nor any person or entity that directly or indirectly owns or controls it, that it directly or indirectly owns and controls, or for which it is acting on behalf of or at the direction of is a designated target of any Sanctions, or an individual ordinary resident in

or an entity incorporated under the laws of a country subject to comprehensive sanctions administered by the U.S. Department of Treasury office of Foreign Assets Control (“OFAC”) (hereinafter collectively “Sanctioned Person”). The Supplier agrees and undertakes to the Buyer that it and its suppliers, agents, contractors and representatives (hereinafter “Supplier Related Parties”) will fully comply with the requirements of all applicable Sanctions in the performance of any Agreement.

15.3. The Supplier agrees and undertakes that the goods being supplied in the performance of the Agreement are not directly or indirectly originating from a Sanctioned Person or Country, nor are or will the goods be transported on a vessel sailing under the flag of a Sanctioned Country or that is a Sanctioned Person, or otherwise dealt with in any way which would cause a breach of Sanctions by the Buyer, its banks, insurers, agents, contractors, representatives, or shareholders (hereinafter “Buyer Related Parties”) or which would expose the Buyer or any Buyer Related Parties to the effects of any Sanctions.

15.4. The Supplier will not and shall procure that the Supplier Related Parties will not cooperate with, agree to, or comply with any terms or requests, including documentary requests, which violate or are otherwise prohibited or penalized under the anti-boycott laws or regulations of the US, UK, UN, the EU (or its respective member states), or any other governmental authority.

15.5. Without prejudice to the foregoing, the Supplier agrees to cooperate with the Buyer’s reasonable requests for information and/or documentary evidence to support and/or verify compliance with this Clause 15.

15.6. Each and every obligation, warranty and undertaking in this Clause 15 shall be deemed to be an essential condition of any Agreement and breach of any of these warranties or undertakings entitles the Buyer to terminate the Agreement immediately and unilaterally without any further notice nor any further liability towards the Supplier. The Supplier shall immediately notify the Buyer in writing of any changes or circumstances that may result in a breach of this Clause 15.

16. Compliance with Anti-Corruption and Anti-Money Laundering Laws

16.1. Each party respectively agrees and undertakes to the other that, in connection with any Agreement, it will fully comply with all applicable laws, regulations, orders, ordinances, resolutions, decrees, or restrictive measures and/or other requirements having the force of law, adopted by any state or government or international organization such as, but not limited to, the EU or the UN relating to anti-bribery and anti-money laundering, the US and the U.S. Foreign Corrupt Practices Act of 1977 and the UK and the UK Bribery

Act of 2010 (hereinafter the “Anti-Corruption and Anti-Money Laundering Laws”). In particular, each party respectively represents, warrants and undertakes to the other that it shall not, directly or indirectly, pay, offer, give or promise to pay or authorize the payment of, any monies or other things of value to, or confer a financial advantage on:

- a government official or an officer or employee of a government or of any department, agency or instrumentality of any government;
- an officer or employee of a public international organization;
- any person acting in an official capacity for or on behalf of any government or department, agency, or instrumentality of such government or of any public international organization;
- any political party or official thereof, or any candidate for political office; or
- any other private person, individual or entity.

16.2. The Supplier agrees and undertakes that it and its agents, contractors and representatives will fully comply with the requirements of all applicable Anti-Corruption and Anti-Money Laundering Laws in the performance of the Agreement.

16.3. Each and every obligation, warranty and undertaking in this Clause 16 shall be deemed to be an essential condition of any Agreement and breach thereof entitles the non-breaching party to terminate the Agreement immediately and unilaterally without any further liability towards the other party.

17. Customs Compliance

17.1. On an annual basis, or upon earlier request of the Buyer, the Supplier shall provide the Buyer with a supplier declaration of origin in relation to the goods sufficient to satisfy the requirements of (i) the customs authorities of the country of receipt and (ii) any applicable export licensing regulations, including those of the United States. In particular, the declaration should explicitly mention whether the goods, or part thereof, have been produced in the United States or originate in the United States. Dual-use goods, or otherwise classified goods supplied by the Supplier should be clearly identified by their classification code.

17.2. For all goods that qualify for application of regional or free trade agreements, general systems of reference or other preferential arrangements, it is the responsibility of the Supplier to deliver goods with the appropriate documentary evidence (e.g., Supplier’s declaration, preferential origin certificate/invoice declaration) to confirm the preferential origin status.

17.3. The Supplier shall mark every good (or the good's container if there is no room on the good itself) with the country of origin. The Supplier shall, in marking the goods, comply with the requirements of the customs authorities of the country of receipt. If any goods are imported, the Supplier shall, when possible, allow the Buyer to be the importer of record. If the Buyer is not the importer of record and the Supplier obtains duty drawback rights to the goods, the Supplier shall, upon the Buyer's request, provide the Buyer with documents required by the customs authorities of the country of receipt to prove importation and to transfer duty drawback rights to the Buyer.

18. Corporate Social Responsibility

18.1. Forced labor, modern slavery and child labor. The Supplier undertakes to take all reasonable measures to ensure that forced labor and child labor, as defined in the conventions of the International Labor Organization, as well as modern slavery, do not take place in any part of its activity, nor in the activity of its subcontractors or suppliers, even if permitted by applicable local legislation. In particular, the Supplier agrees and undertakes to:

- respect the freedom of movement of its employees, not to require any employee to deliver bonds or identity documents to his employer with a view to retaining them, nor to deny such employees the freedom to leave their employer after reasonable notice; and
- not use illegal child labor in the performance of its obligations and to comply with local laws regarding minimum employment age in the countries in which it operates. If no local law exists regarding child labor, the Supplier must not employ persons below the age of fifteen (15). If local law on the matter exists, the Supplier must abide by it with the understanding that the Supplier must not assign workers under the age of eighteen (18) to hazardous work regardless of the local law provisions.

18.2. Human Rights and Employee Rights. The Supplier represents and warrants to comply with the International Bill of Human Rights adopted by the United Nations, as well as with all applicable laws, statutes and regulations against slavery and human trafficking in force in any relevant jurisdiction. The UN International Bill of Human Rights consists of: the Universal Declaration of Human Rights; the International Covenant on Economic, Social and Cultural Rights; and the International Covenant on Civil and Political Rights and its two Optional Protocols.

The Supplier agrees and covenants to comply with all applicable laws and industry standards regarding the number of hours an employee or contract worker may work in a continuous shift, day, week or specified period of

time. The Supplier shall provide fair, just, and timely compensation to all employees, including any necessary extra pay for overtime work. The Supplier shall not use, nor permit its employees, agents, or subcontractors to use, physical, sexual or mental abuse, threat of physical abuse, or other forms of intimidation on its employees. The Supplier shall respect the employees' decision to join and support a union, as well as their decision to refrain from doing so when legally permitted. The Supplier shall ensure a workplace free of harassment and any type of discrimination based on race, sex, age, nationality, marital status, ethnic origin or any other legally protected status.

18.3. Occupational Health and Safety. The Supplier agrees and undertakes to take all necessary measures within its organization to ensure health and safety at work as required by any relevant jurisdiction, including the United Nations International Bill of Human Rights. In particular, the Supplier undertakes to:

- strive to provide safe working conditions;
- respect all applicable health and safety standards;
- implement for its own activities a policy aimed at reducing accidents in the workplace and at identifying and preventing risks affecting the health and safety of employees; and
- provide employees with adequate protection from exposure to hazardous materials and access to clean drinking water and sanitary facilities.

18.4. Environment and Sustainability. The Supplier shall adhere to environmentally responsible practices throughout its supply chain, including the reduction of greenhouse gas emissions, conservation of natural resources and the elimination of harmful chemicals or substances. The Supplier shall strive to continually improve its environmental performance by setting and working towards goals aimed at reducing the environmental impact of its activities, protecting the current and future environmental interests of the community in which it operates, and seeking to eliminate and/or reduce environmental pollution that may be attributable to its operation. To that end, the Supplier ensures its compliance with all applicable international, federal, state, and local environmental laws and regulations,

18.5. Carbon emissions. The Supplier is required to report the carbon emissions related to the goods. The Supplier must provide a detailed report of the carbon footprint of the goods, including the emissions generated during the production, transportation, and disposal of the goods. The report must be submitted to us within thirty (30) days of the delivery of the goods.

19. Conflict Minerals and Sustainable Sourcing

19.1. The Supplier acknowledges that the Buyer does not trade in Conflict Minerals. "Conflict Minerals" refers to minerals and derivative metals that have been identified as being of concern from areas recognized as conflict regions and which are subject to international, U.S. and EU regulations and laws. The Supplier represents and warrants to the Buyer that the goods do not contain "Conflict Minerals" that directly or indirectly finance or benefit an armed group.

19.2. The Supplier recognizes that compliance with sustainable sourcing practices is in the best interest of both the environment and society. The Supplier commits to prioritize sustainable sourcing practices in the supply of the goods or services described in the Agreement, and to strive to create positive social and community impacts through its sourcing practices.

20. Limitation of Liability

20.1. Neither party excludes or limits its liability for death or personal injury arising from its own negligence, fraud, or for any liability that cannot by law be excluded or limited.

20.2. Subject to the above Clause 20.1, in no event shall the Buyer be liable under any theory of liability, for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even if the Buyer has been advised of the possibility of such damages, and in no event shall the Buyer be liable to the Supplier, its successors or assigns for damages in excess of the amount due to the Supplier for complete performance under the Agreement, less any amounts already paid to the Supplier by the Buyer.

21. Force Majeure

21.1. If any party is prevented from performing any of its obligations under the Agreement for reason of force majeure (being an event unforeseeable and beyond the control of the Supplier) and that party has provided sufficient proof of the existence of the force majeure, the performance of the obligation concerned shall be suspended for the duration of the force majeure. The party invoking force majeure shall be entitled to terminate the Agreement with immediate effect by written notice to the other party, immediately if the context of the non-performance justifies immediate termination, and in any event if the circumstance constituting force majeure endures for more than thirty (30) days and, upon such notice, the other party shall not be entitled to any form of compensation in relation to the termination. Force majeure on

the part of the Supplier shall in any event not include unavailability of proper transport means such as land or sea transport, shortage of personnel or production materials or resources, strikes, not officially declared epidemic or pandemic, breach of contract by third parties contracted by the Supplier, financial problems of the Supplier, nor the inability of the Supplier to secure the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the goods or services to be supplied.

21.2. In the event of force majeure on the side of the Supplier, the Supplier shall where feasible, exercise its best efforts to obtain goods from other sources either within or separate from its regular production and distribution system until sufficient goods from the normal sources is available. The Buyer shall have the right to decline - without the incurrance of any costs - any such replacement goods and to seek an alternative solution if available.

22. Suspension and Rescission

22.1. Without prejudice to any other right or remedy available to the Buyer under the Agreement or at law, the Buyer shall be entitled at its discretion to suspend, in whole or in part, the performance of its obligations under the Agreement or to declare the Agreement rescinded in whole or in part by means of written notice with immediate effect to the Supplier if:

- the Supplier voluntarily files or becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or any similar proceeding;
- the Supplier ceases or threatens to cease to carry on business in the ordinary course;
- the Supplier breaches any of its obligations under the Agreement or the Buyer, in its reasonable discretion, determines that the Supplier cannot or shall not deliver the goods or perform the services as required; or
- the Supplier fails to provide adequate assurance of performance following request by the Buyer.

22.2. The Buyer shall not be liable to the Supplier by virtue of exercising any of the rights under the above Clause 22.1..

23. Confidentiality

23.1. The Supplier shall treat the existence and content of the Agreement and all information provided by or on behalf of the Buyer or generated by the Supplier for the Buyer under the Agreement as confidential (hereinafter the

“Confidential Information”). The Confidential Information shall be used by the Supplier only for the purposes of the Agreement. The Supplier shall protect the Confidential Information using not less than the same degree of care with which it treats its own confidential information, but at all times shall use at least reasonable care. All such information shall remain the property of the Buyer and the Supplier shall, upon the Buyer’s demand, promptly return to the Buyer all such information and shall not retain any copy thereof.

23.2. The Supplier shall treat the Confidential Information as secret and confidential, and not, at any time, during the Agreement term and for three (3) years thereafter, disclose, distribute, publish, copy, reproduce, sell, lend, manipulate, or otherwise make use of, or permit use to be made of, any Confidential information, except with the Buyer’s explicit written consent.

24. Miscellaneous

24.1. The Supplier will maintain sufficient and comprehensive commercial general liability insurance (including products liability, property damage and personal injury liability, and any other liability as may be requested from time to time by the Buyer) with, unless otherwise agreed by the Buyer, a minimum limit of one million United States Dollars or equivalent in Saudi Arabian Riyals for any one occurrence or a series of occurrences arising in any one year of claims of bodily injury, including death, and any other damages that may arise from the use of the goods or services or acts or omissions of the Supplier under the Agreement. Such insurance policies will be written with appropriately licensed and financially responsible insurers. The Supplier shall also obtain and keep in force for the duration of the Agreement an automobile liability insurance covering bodily injury, sickness or death of any person, as well as loss of or damage to property by any vehicle whether owned, hired or used by the Supplier. Such insurance policy shall be in an amount of no less than the statutory limit for Automobile Liability Insurance in Saudi Arabia as at the date of the Agreement. The Supplier shall inform the Buyer of any cancellation or reduction in coverage with a minimum of thirty (30) days prior written notice. The Buyer may require that in some instances, the Supplier must obtain an endorsement from its insurance provider(s) to record the Buyer as an additional insured under the coverage of the insurance. Certificates of insurance evidencing the required coverage, limits and insurance policies shall be furnished by the Supplier to the Buyer upon the Buyer’s request.

24.2. The Supplier shall provide the goods and render the services hereunder as an independent contractor and not as an agent of the Buyer, and nothing contained in the Agreement is intended to create a partnership, joint venture or employment relationship between the parties irrespective of the extent of economic dependency on the Buyer of the Supplier.

24.3. The Supplier shall not subcontract, transfer, pledge or assign any of its rights or obligations under the Agreement without the prior written consent of the Buyer. The Supplier will remain fully liable for the actions of any third parties regardless of whether approved by the Buyer without prejudice to any rights of the Buyer to seek recourse against such third parties. The Buyer may assign, novate, or otherwise transfer any of its rights, obligations or interests under and in connection with the Agreement upon written notice to the Supplier.

24.4. Neither the failure nor the delay of the Buyer to enforce any provision of the Agreement shall constitute a waiver of such provision or of the right of the Buyer to enforce each and every provision of the Agreement. No course or prior dealings between the parties and no usage of the trade shall be relevant to determine the meaning of the Agreement. No waiver, consent, modification or amendment of the terms of the Agreement shall be binding unless made in a writing specifically referring to the Agreement signed by an authorised officer of the Buyer and the Supplier.

24.5. In the event that any provision(s) of these Conditions and of the Agreement shall be held invalid, unlawful or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions of the Agreement. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.

24.6. All terms and conditions of the Agreement which are destined, whether express or implied, to survive the termination or the expiration of the Agreement, including but not limited to Warranty, Intellectual Property, Confidentiality and Personal Data, shall survive.

25. Law and Disputes

25.1. The Agreement shall be construed and governed in all respects by the law of the Kingdom of Saudi Arabia, excluding the United Nations Convention on Contracts for the International Sale of Goods (1980) and excluding principles of International Private Law that would designate any other laws to apply.

25.2. Any dispute arising in connection with the Agreement shall be exclusively submitted to the competent courts in Saudi Arabia, or, at the Buyer's option, the competent court of the Supplier's registered office.