

General Terms and Conditions of Sale

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1. Scope of Application

1.1. All of our supplies, sales, services and related offers and contracts are governed by these general conditions of sale (hereinafter the “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 placing an order, accepting an offer or otherwise entering into a contract with us, the buyer (the “Buyer”) 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 Buyer 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 Buyer.

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. The Incoterms® that we apply by default to our contracts of sale is EXW our designated location.

1.3. In the event of conflicting provisions, the specific provisions of the confirmed order, offer or contract shall prevail over these Conditions, provided that terms not covered in such confirmed order, offer 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 in our [Download Center](#), effective immediately upon publication, and covering all pending and future orders and any contracts entered into after the date of publication. It is the Buyer’s sole responsibility to keep abreast of such changes to the Conditions and we have no obligation to alert the Buyer 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 available on the mentioned website shall prevail.

1.6. “Seller” or “Us” / “Our” / “We” shall mean “Kanoo Manuchar Limited Company” and any of its affiliates.

2. Offers and Orders

2.1. Our offers and quotations are non-binding. Any oral or written order of the Buyer shall be considered a binding offer by the Buyer to us to enter into a contract, subject to the terms and conditions stipulated in the order and in the applicable Conditions. Contracts, as well as supplements, modifications or ancillary agreements, shall be deemed entered into only upon (i) our written confirmation through a pro forma invoice (without prejudice to any reservations to which the pro forma is made subject) or (ii) our signing of the (ancillary) contract, supplement or modification. The Buyer cannot cancel any order, except with our explicit written approval.

2.2. Unless we receive a copy of our written confirmation of the Buyer's order in good time, countersigned for acknowledgement by the Buyer, we cannot be held liable in any way in relation to such order, whether contractually or on the basis of any local or regional business tradition, custom or course of dealing. Except to the extent that our written confirmation of the order stipulates otherwise, the Buyer must return the countersigned version (hereinafter, the "Confirmed Order") within two (2) business days of receipt.

2.3. Unless agreed otherwise in writing, all our offers are subject to credit worthiness checks of the Buyer, who shall submit all documents and information that we may reasonably require to assess the Buyer's financial health. Such credit worthiness checks may also involve the services of a third party credit rating agency or similar provider.

3. Prices and Taxes

3.1. Prices include the taxes, levies, duties, costs, insurance, and charges, to the extent that they are for our account in accordance with the prevailing Incoterms® (as defined above). All other costs or charges, including value added tax or any similar foreign tax, levy, or duty in any jurisdiction, are excluded and for the Buyer's account.

3.2. We shall be entitled to increase any quoted prices to account for any changes in the costs of supplying the goods to the Buyer (e.g. insurance premiums, freight or commodity market rates) or if relevant, with a hardship allowance (e.g. in the event of flood, extreme weather or general instability).

3.3. The Buyer shall be responsible for, shall pay directly when due and payable, and shall indemnify and hold the Seller harmless against, any all taxes, duties or fees assessed by any taxing authority including, without limitation, all personal property taxes, business and occupation taxes, withholding taxes, value added taxes, and sales/use or similar taxes which are in any way associated with the supply of goods from the Seller to the

Buyer hereunder. If the Seller is required to pay any taxes, duties or fees, the Buyer shall, promptly upon presentation of the Seller's relevant invoice, reimburse the Seller for all such amounts.

4. Delivery and Packaging

4.1. The delivery dates mentioned in orders and offers are non-binding and merely provided as an indication unless expressly agreed otherwise in writing. In any case, we will not be liable for any loss or damage incurred by the Buyer arising from or in connection with any delay in the delivery of the goods or in the performance of any service. Moreover, we shall only be obliged to supply within the scope of our existing capacities and taking account of prior orders placed by other customers. Delivery of the goods shall occur in accordance with the Incoterms® recorded in the Confirmed Order.

4.2. Our obligation to supply shall be suspended for as long as the Buyer is in arrears with any payment towards us or any company affiliated to us, this suspension applying without notice and without prejudice to our or our affiliated company's right to claim compensation. If any doubt exists as to the Buyer's ability to fulfil its payment obligations towards us, we reserve the right to suspend transport or deliveries until satisfactory securities have been provided or advance payment has been made, as requested by us at our sole discretion.

4.3. Unless otherwise agreed, we shall at all times be entitled to deliver the goods in instalments. Each instalment shall hereby be treated as constituting a separate and distinct contract with the Buyer and subject to the terms that apply in accordance with Clause 1.3. above. Any failure, suspension, or delay by us in respect of any part delivery of the goods, or the discovery of any defect in any of the goods thus delivered, shall not entitle the Buyer to cancel the remainder of the contract and shall not affect the obligations of the Buyer in respect of the remainder of the goods.

4.4. Should we be prevented from delivering the goods or part thereof at the agreed time, such delivery time shall be extended by a reasonable period and the Buyer shall not be entitled to refuse acceptance of and/or to return any order for this reason. The Buyer shall have no claim of any nature due to the delay in the actual delivery time of the goods. The time of deliver hereunder shall not be of the essence.

4.5. The Buyer shall be responsible for payment of any demurrage costs associated with the delivery of any goods under an applicable Confirmed Order. In the event we incur any such demurrage costs, the Buyer shall fully reimburse us upon our written demand.

4.6. The Buyer shall take delivery and possession of the goods within the time period specified in the Confirmed Order. If the Buyer fails to do so, we may consider the goods as abandoned and we shall have the right, at our sole discretion, to divert the goods to a third-party purchaser. The Buyer hereby authorizes and delegates us to execute on the Buyer's behalf any and all documentation in connection with the foregoing including, without limitation, any documentation required for customs clearances. The Buyer shall reimburse us for any and all losses, costs, and other expenses of any kind associated with the Seller's exercise of its rights under this Clause 4.6.

4.7. Where applicable, the goods will be delivered in such a manner and using such packaging method as may be determined by the Seller in its sole reasonable discretion. The Seller shall hereby take into consideration the packaging method requested by the Buyer, it being understood, however, that such request by the Buyer shall not be binding on the Seller for as long as the Seller's delivery and packaging method is not inconsistent with the applicable Incoterms®.

4.8. Where goods are delivered in bags or in any other packaging that contains any markings, trademarks, and/or similar indicia of the Seller, the Buyer undertakes not to tamper in any way with any such markings, trademarks, or indicia of the Seller. As a general matter, the Buyer further agrees that it shall not at any time:

(i) engage in any action and/or activity that will threaten the Seller's ownership rights to any markings, trademarks, and/or similar indicia;

(ii) make any proprietary claims regarding any markings, trademarks, and/or similar indicia of the Seller; or

(iii) make any representation or give any warranty in respect of or in reliance on such markings, trademarks, and/or similar indicia of the Seller.

4.9. The Seller shall be free at any time to impose a surcharge on any other form of packaging, mode of transportation or destination requested by the Buyer in order to meet any additional costs incurred by the Seller as a result of such different packaging, mode of transportation or destination.

4.10. The Buyer shall not repackage any goods supplied hereunder in any manner utilizing or otherwise displaying the Buyer's own logos, trademarks, or other indicia without the prior written consent of the Seller, which consent may be granted or withheld by the Seller in its sole and absolute discretion.

5. Transport and Risk

5.1. All transport is carried out in accordance with the agreed Incoterms® or, in the absence thereof, at the Buyer's risk. In case we arrange the transport, we reserve the right to determine or arrange for route, means of transportation, as well as packaging of the goods supplied hereunder unless otherwise agreed upon in writing.

6. Acceptance, Inspection, and Claims

6.1. The Buyer must take delivery of the goods supplied hereunder immediately upon presentation. All costs incurred by us relating to the Buyer's refusal to or delay in taking delivery of the goods are for the Buyer's account, including costs of transportation and storage. If the risk of loss or damage to the goods has not been transferred yet to the Buyer according to the prevailing Incoterms®, such risk shall in any event transfer to the Buyer at the moment of refusal to take delivery and the Buyer shall be deemed to have taken delivery.

6.2. The Buyer must inspect the goods without delay. If any discrepancies are noted, we shall be informed immediately and allowed to inspect or survey the goods. Any failure to immediately inform us or refusal to allow us or our designated inspector or surveyor to survey the goods will cause any claim whatsoever to become void and abandoned.

6.3. Any claim concerning quality or quantity must be received in writing by us within seven (7) calendar days after the Buyer has taken or is deemed to have taken delivery of the goods. However, quality defects that could not have been discovered even through diligent inspection upon delivery must be notified within seven (7) calendar days after discovery thereof and in any event within three (3) months from the date upon which the Buyer has taken or is deemed to have taken delivery of the goods. Any claim of any nature that the Buyer may have against the Seller shall be time-barred as of one (1) year from the date upon which the Buyer has taken or is deemed to have taken delivery of the goods.

6.4. Claims shall be sent to the Seller by registered mail, and our receipt date of the claim letter shall be considered as the date of presentation of the claim.

Any claims by the Buyer addressed to the Seller shall be sent to the Seller's address at Sumou Tower, Building 6140, King Salman bin Abdulaziz Road, Al Yarmouk Dist, P O Box 38847, Al Khobar 34423, Kingdom of Saudi Arabia, marked to the attention of the Legal Department.

6.5. All claims by the Buyer shall be documented with an original inspection report of a neutral survey company accepted by us.

6.6. All goods under claim must be stocked separately and clearly marked and shall not be used until the claim is settled, unless we agree otherwise in writing.

6.7. No claims will be accepted once the goods are processed or resold. Furthermore, the Buyer shall lose all rights to claim for defects if the goods were improperly handled or stored by or for the account of the Buyer.

6.8. No express or implied warranties are made by us regarding the suitability of the goods for the purpose intended by the Buyer.

6.9. We shall bear no liability in respect of the quality and specification of the goods in case the Buyer had designated the party (e.g., the manufacturer) supplying the goods to us. In such event, we shall use our commercially reasonable efforts to cooperate with the Buyer so that the latter may formulate a claim against said supplier.

6.10. For justified or accepted claims, we shall, at our sole discretion, either (i) supply additional goods or replace goods at our expense, or (ii) refund the invoice amount partly or in full or issue a credit note. Any further claims or demands of the Buyer on whatsoever legal basis are hereby rejected.

6.11. The Buyer agrees that we may apply, by way of set-off, an amount equal to any monies or other liability owed from time to time by the Buyer or any member of the Buyer's group to us against any monies owed by us to the Buyer.

6.12. The Buyer confirms and agrees that it is familiar with the characteristics of the goods sold by the Seller and that it is solely responsible for ensuring that (notwithstanding any instructions, information or label given by the Seller as to the use or sale of the goods) the storage, transportation, use, and application of the goods as from the delivery point shall be in strict compliance with all applicable laws and all applicable safety, environmental, or other directions, conditions, or restrictions imposed by any competent government agency. The Buyer shall hereby indemnify the Seller from and against any and all claims, liabilities, losses or damages that the Seller might suffer as a result of the Buyer's failure to comply with this condition.

7. Retention of Title

7.1. Retention of title. All goods delivered by us shall remain our property until all outstanding debts (whether due or not) owed by the Buyer towards us and towards any of our affiliates have been fully settled. The Buyer shall be obliged to affix to the goods a sign that clearly indicates that the goods are our property. Risk of loss or damage to the goods shall pass to the Buyer at the time the Buyer acquires custody and/or control over them.

7.2. Ownership of processed goods. Retention of title under Clause 7.1. shall continue to apply where the goods under retention of title undergo treatment or processing. If the goods under retention of title are processed, combined and/or mixed with other materials by the Buyer, we shall acquire co-ownership of the new product in the ratio of the invoice value of the goods under retention of title to that of the other materials used. If our ownership ceases as a result of combining or mixing, the Buyer hereby assigns title to the new products or materials to the extent of the invoice value of the goods under retention of title and shall store these on our behalf free of charge. The goods subsequently co-owned by us shall be deemed to be goods under retention of title pursuant to Clause 7.1. above.

7.3. Re-sale by Buyer. The Buyer may only re-sell or process the goods under retention of title or mix them with other materials in the ordinary course of its business and on the condition that it is not in default. Pledges and transfer of ownership as security shall not be permitted. If payment of the purchase price by the customer is deferred, the Buyer shall ensure that it retains title to the goods under retention vis-à-vis its customer on the same terms and conditions as applied by us to retain title of the goods.

7.4. Assignment and collection of claims. In the event of any re-sale of the goods under retention of title, the Buyer hereby assigns to us as security all claims for sums due to the Buyer from the re-sale - where we co-own the goods under retention of title in proportion to our co-ownership rights. The same applies to any other claims superseding the goods under retention of title or otherwise arising with respect to these, such as insurance claims or tort claims in the event of loss or destruction. We hereby revocably authorize the Buyer to collect the claims assigned to us in its own name and for our account.

7.5. Duty of notification. In the event of seizure of the goods under retention of title by any third party and in particular by attachment, the Buyer shall immediately disclose to such third-party our ownership of the goods and notify us thereof accordingly so as to enable us to assert our ownership rights. To the extent that the third party is unable to reimburse us for the legal costs incurred in this connection, the Buyer shall be liable for payment of such costs.

7.6. Event of realization. Should we rescind the contract due to a breach by the Buyer of any terms of the contract, in particular in the event of delayed payment, we shall be entitled to demand the return of goods under retention of title.

7.7. If this retention of title is not enforceable towards third parties under any relevant law or in any relevant jurisdiction or as a result of any other reason, we shall be conferred the security and collateral rights permissible under

such law or in such jurisdiction as security for due payment of the invoice. The Buyer shall inform us of the measures we have to take to safeguard our rights and shall co-operate in taking such measures.

8. Payments

8.1. Payments of the price of the goods shall be made by the Buyer to our bank account on the terms and in the currency as mentioned in the contract or invoice, the latter prevailing in case of conflict. The amounts shown on the invoice shall be due and payable without any deductions, withholding, or set-off whatsoever, except in case of our express written consent. No claim or invoice-discussion shall entitle the Buyer to suspend the payment of the related invoice. Any claim relating to the invoice must be presented to us by registered letter or courier addressed as set forth in Clause 6.4. above, within seven (7) calendar days as from the date of the invoice.

8.2. Any loss as a result of the volatility in exchange rates is for the Buyer's account.

8.3. The Buyer undertakes to collect and accept all documents when presented by our bank or the bank's agents. The Buyer will also carry out all measures necessary for the immediate transfer of the relevant funds.

8.4. Failure to pay the purchase price by the due date constitutes a fundamental breach of contractual obligations.

8.5. A late payment charge shall be applied for overdue payments in the form of the interest rate set out in our invoices, or if no such rate is specified, in the form of a rate of nine percent (9%) per annum calculated from the date on which the Seller should have received the payment until such date that the Seller receives the funds in full and without liens or encumbrances.

8.6. Additionally, the Seller is entitled to apply a fee up to fifteen percent (15%) of the outstanding sum to cover any administrative expenses and commercial disruptions, without prejudice to our right to claim higher damages.

8.7. In the event the Buyer fails to meet a payment date under any contract with us or any of our affiliates, we may at our option and without prejudice to our other rights and remedies (i) terminate the relevant contract with immediate effect by written notice to the Buyer without any further action or formality being required, and/or (ii) suspend or cancel deliveries under the relevant or other contracts of the Buyer, until all amounts due are paid in full. Furthermore, all other outstanding invoices will become immediately due and payable without the need for any notice. Moreover, if the Buyer fails to make

payment on the due date, we shall be entitled to exercise a lien over the goods.

8.8. In the event that the Buyer makes an overpayment for whatever reason, such overpayment must be notified by the Buyer within a period of twelve (12) months starting from the date of overpayment. The Buyer shall have the right to request that the overpayment(s) are used as credit in relation to later orders or that the overpayment(s) are returned to the Buyer in which case the provisions of Clause 8.9. below will apply. Any requests under this Clause 8.8. shall be submitted in writing and shall be subject to agreement from us.

8.9. In the event of a request from the Buyer that an overpayment is refunded, we will only issue a refund relating to the overpayment sum to the bank account it originated from and then only on the condition that there are no other monies outstanding at the time the overpayment refund is requested. If there are any monies past due for payment, we shall be entitled to deduct such monies from the refund. No interest will be payable on the overpayment.

8.10. If the Buyer receives any communication by e-mail or otherwise regarding a change of bank account numbers, the Buyer should immediately contact its usual contact person at the Seller by phone to check this information, in order to prevent possible fraud. The Seller doesn't accept any liability in case the Buyer transfers money to an incorrect bank account number.

9. Force Majeure, Hardship

9.1. We are entitled to suspend the performance of our contractual obligations towards the Buyer under any contract (including, for the avoidance of doubt, an accepted order of the Buyer) without incurring any liability, to the extent that:

- force majeure; or

- any act of god, natural disturbance, adverse weather, war, employee accident, terrorism, riot, fire, explosion, accident, flood, epidemics, quarantine restrictions, highly contagious or infectious diseases, sabotage, mechanical breakdown, (supplier) plant shutdown, delay during transportation, the impossibility to obtain fuel, power, transporter, materials or equipment from our usual resources at reasonable prices, suspension of transport, governmental laws, regulations or orders; or

- any supply chain interruption, caused by any reason whatsoever; or

- any other cause beyond our reasonable control; or
- any labour disturbance, strike, lock-out or injunction, which events in any case are deemed to be beyond our reasonable control;

delays, restricts, limits or renders commercially infeasible such performance.

We will notify the Buyer of such suspension as soon as reasonably possible. We will have no obligation to procure goods from other sources. If the aforementioned occurrence lasts for a period of more than one (1) month, we will be entitled to withdraw from the contract without the Buyer having any right to compensation.

9.2. If performance of our contractual obligations has become excessively onerous due to other events beyond our reasonable control which we could not reasonably be expected to have taken into account at the time of the conclusion of the contract, and we cannot at a reasonable cost avoid or overcome such event or the consequences thereof, the parties shall negotiate alternative contractual terms in good faith. If such negotiations fail or are not concluded within a reasonable time period, we shall be entitled to withdraw from the unfulfilled obligations of the contract without incurring any liability.

10. Limitation of Liability

10.1. The aggregate liability of the Seller in connection with each contract to the Buyer for any loss or damage of whatever nature and whatever cause shall be limited to and shall in no circumstances exceed (i) the price of the goods concerned or (ii) if the goods are delivered in instalments, the price of the instalment of the goods concerned. The Seller shall, moreover, not be liable to the Buyer, under any theory of legal liability, contract or tort, for any loss of profit, loss of use, loss of income, loss of production or accruals, loss of contracts, loss of goodwill or for any financial or economic loss or for any other indirect, special or consequential damage. The Buyer shall solely bear the responsibility for the storage, application and/or use of the goods at its sole risk.

10.2. The Buyer shall be responsible for ensuring that, notwithstanding any product instructions given by the Seller, the goods shall be stored, applied, and used and/or sold in strict compliance with any applicable industry safety, environmental or other statutory regulations.

11. Sanctions, Export Control and Anti-Boycott

11.1. "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 GCC countries, US, UK, EU (or its respective Member States), UN or any other government authority.

11.2. The Buyer 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 or territory subject to comprehensive sanctions administered by the U.S. Department of Treasury Office of Foreign Assets Control (“OFAC”) (“Sanctioned Country”) (collectively “Sanctioned Person”). The Buyer agrees and undertakes to the other that it and its agents, contractors and representatives will fully comply with the requirements of all applicable Sanctions in the performance of this contract.

11.3. The Buyer agrees and undertakes that the goods being purchased in performance of this Agreement will not be directly or indirectly resold to a Sanctioned Person or a Sanctioned Country, transported on a vessel flying 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 us, our banks, insurers, agents, contractors, representatives or shareholders (“Seller-Related Parties”) or otherwise expose us or Seller-Related Parties to the effects of any Sanctions.

11.4. The Buyer further represents and warrants that it will not make payment for the goods through or via such country, bank, or other entity or body or facility, as would cause a breach of Sanctions by us or Manuchar Related Parties, or which would expose us or Seller-Related Parties to the effects of any Sanctions, and that it will ensure that payment is made for the goods in full without violating Sanctions.

11.5. The Buyer warrants that our goods will not be used by its customer or supplied by its customer in a way which would cause a breach of Sanctions by us or Seller-Related Parties or otherwise to the effects of any Sanctions.

11.6. The 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 GCC countries, US, UK, UN, the EU (or its respective member states) or any other government authority.

11.7. Without prejudice to the foregoing, the Buyer agrees to cooperate with any reasonable requests for information and/or documentary evidence to support and/or verify compliance with this clause.

11.8. Each and every obligation, warranty and undertaking in this clause shall be deemed to be a condition of the contract and breach of any of these warranties or undertakings entitles the party not in breach to terminate the contract immediately and unilaterally without any further notice nor any further liability towards the other party.

12. Anti-Corruption and Anti-Money Laundering

12.1. Each party respectively agrees and undertakes to the other that, in connection with this contract, 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 GCC countries, the EU, the UN relating to anti-bribery and anti-money laundering, the US and the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act of 2010 (hereinafter collectively 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. a government official or an officer or employee of a government or any department, agency or instrumentality of any government;
- b. an officer or employee of a public international organization;
- c. 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;
- d. any political party or official thereof, or any candidate for political office; or
- e. any other private person, individual or entity.

Each and every obligation, warranty and undertaking in this clause shall be deemed to be a condition of the contract.

12.2. The Buyer 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 this contract.

12.3. The Buyer shall fully indemnify, protect, defend, and hold harmless the Seller and its affiliates, officers, directors, agents, and employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorney's 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, in any manner caused or claimed to be caused by any breach of Sections 11 and 12 of these Conditions by the Buyer or anyone acting under its direction or control or on its behalf in connection with the goods. Without prejudice to any rights or remedies available at law, in the event of a breach by the Buyer, the Seller shall have the right to take whatever action it deems appropriate, including the right to terminate or suspend performance under any Confirmed Order or these Conditions, with immediate effect and without any liability by the Seller for any other loss or damage arising as a result of such termination or suspension.

13. Compliance with Laws and the Seller's Code of Conduct

This Section 13 shall apply in case the Buyer is acting as a distributor selling the Seller's products.

13.1. In the context of the performance of this contract, the Buyer commits to comply at all times with all laws and regulations, including, but not limited to, fair labor, equal opportunity, environmental and trade compliance laws and regulations.

13.2. The Buyer has been informed that the Seller is part of the Manuchar group. The Buyer acknowledges having received a copy of the Manuchar Code of Conduct which can be found on the Seller's website ([Download center | Manuchar](#)). In the performance of the contract, the Buyer shall respect the principles set out in this Code of Conduct.

14. Data Privacy

14.1. All personal data collected will be treated in accordance with applicable legislation. For further information about how the Seller, as an affiliate of Manuchar processes personal data please refer to the most recent version of the Manuchar Privacy Statement which will always be available here: <https://www.manuchar.com/worldwide/en/privacy-statement-for-business-and-external-relations>.

15. Confidentiality and Intellectual Property Rights

15.1. The Buyer will treat and keep as confidential the terms and conditions under which the Seller supplies the goods and any information relating to the Seller's business and/or products and services, except for information which is in the public domain other than by reason of the Buyer's fault. The Buyer will not use or authorize any other person to use any of the Seller's intellectual property rights including, without limitation, its trade name, trademark, house mark, emblem, or symbol, without the Seller's specific prior written consent.

16. Severability

16.1. The invalidity, illegality, or unenforceability of any provisions of these Conditions under a certain law or jurisdiction shall not affect the validity, legality, or enforceability of any other provision in these Conditions, which shall remain in full force and effect.

17. Law and Disputes

17.1. The contract shall be construed and governed in all respects by the laws of the Kingdom of Saudi Arabia. Any purported application of the United Nations Convention on Contracts for the International Sale of Goods (1980) or of the principles of International Private Law that would designate any other laws to apply, are hereby expressly excluded from applying to these Conditions and to any Confirmed Order.

17.2. Any dispute arising in connection with the contract shall be exclusively submitted to the commercial courts of the Kingdom of Saudi Arabia in Damman or, at the Seller's option, to the competent courts having jurisdiction over the Buyer's registered office.

18. General Terms

18.1. No Confirmed Order is assignable or transferable by the Buyer without the prior written consent of the Seller.

18.2. Any and all notices or other communications to a party under any Confirmed Order or these Conditions shall be in writing and delivered to the address of such party as first set forth in the Confirmed Order.

18.3. Each of the provisions of these Conditions are severable. The fact that any of the provisions of these Conditions is or becomes illegal, invalid, or unenforceable shall not affect the legality, validity, or enforceability of any other provision of these Conditions.

18.4. The rights of each party hereunder shall not be prejudiced or restricted by any indulgence or forbearance extended to the other party, no waiver by any party in respect of any breach of any provision hereof shall operate as a waiver in respect of any subsequent breach, and no single or partial exercise of any right, power or privilege shall preclude any other or further exercise of such right, power, or privilege.