

PURCHASE ORDER

Original



FJPO07160

| Our Order | Order Date | Purchase Type | Supplier Quote Ref. /DT | | |
|--|---------------|--|-------------------------|---------------------------|-------------------|
| FJPO07160 | 26-Jul-2023 | IMPORT | 0620 | | |
| <u>Supplier Details</u> Account No : BP0000300 Name : R.E.M. SRL TRN No : Address : VIA FERRUCCIA 16/a 03010 PATRICA (FR) Telephone : Contact Name: Contact No : Email Id : amministrazione@rem-motori.it | | <u>Delivery address.</u> Consignee : Saudi Company for Manufacturing Carpet Materials LLC Address : 21487 Jeddah, KSA City : Industrial City Phase 5 Company TRN No: 300240111100003 Fax :+966 12 608 1251 Telephone : + 966 12 6102527 Contact Name : OBAID HUSSAIN ASLAM Contact Number : +966126102506 Email ID : obaid.a@mattex.com | | | |
| Shipping Mode | Shipping Term | Delivery Date | Country of Origin | Payment Term | Port of Discharge |
| | EXW | 26-Sep-2023 | ITALY | 30 Days from Invoice Date | |

We confirm our intention to place the order for below items:

Reference B : FJPR06414

| Line | Item | Item Description | Delivery Date | Unit | Quantity | Price | Currency | Discount | Amount |
|------|--------|--|---------------|------|----------|--------|----------|----------|----------|
| 1 | 003622 | BARMAG EXT - CARBON BRUSH SIEM ENS EXTRUDER 44x25x16 1GG6188-0NG9-1WV3-Z S/N: 117 | 26-Sep-2023 | Pcs | 30.00 | 60.000 | EUR | 0.00 | 1,800.00 |
| 2 | 000379 | BARMAG CFS - CARBON BRUSH SIZE : 42X25X16mm SHUNT LENGTH:85mm 1GG6164-0ZF76-6WV | 26-Sep-2023 | Pcs | 28.00 | 65.000 | EUR | 0.00 | 1,820.00 |

Amount in Word :THREE THOUSAND SIX HUNDRED TWENTY EUR ONLY.

| | |
|----------------------------|----------|
| Total Amount Before VAT | 3,620.00 |
| Total Discount | 0.00 |
| Misc. Charges | 0.00 |
| Net Amount Before VAT | 3,620.00 |
| VAT Amount | 0.00 |
| Total Amount Including VAT | 3,620.00 |

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. PREAMBLE

All purchases by members of the Mattex Group are carried out in accordance with these General Terms and Conditions of Purchase.

2. DEFINITIONS AND INTERPRETATION

2.1 In the Contract:

Business Day means any day (other than a Friday, Saturday or public holiday) on which banks are open for business generally in the Kingdom of Saudi Arabia.

Confidential Information means all confidential information (however recorded or preserved) disclosed by a Party or its Representatives) to the other Party and that Party's Representatives whether before or after the date of the Contract, including but not limited to:

- (a) the existence and terms of the Contract or any agreement entered into in connection with the Contract;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, or plans of the disclosing Party (or, in the case of Mattex, any member of the Mattex Group); and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing Party (or, in the case of Mattex, any member of the Mattex Group); and
- (c) any information developed by the Parties in the course of carrying out the Contract.

Contract means the Purchase Order together with: (a) these General Terms and Conditions of Purchase; (b) the Special Terms; (c) the Specification; and (d) any other relevant documents which are referenced on the Purchase Order.

Force Majeure Event means any of the following circumstances:

- (a) drought, flood, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war or imposition of sanctions or an embargo;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) collapse of buildings, fire, explosion or accident; and
- (f) any labour or trade dispute, national strikes, industrial action or lockouts or other industrial disputes (but only where it involves the workforce of a third party and does not involve a Party or a member of a Party's group or any persons that the Supplier engages to deliver the Work).

Insolvency Event means, in respect of any person, any of the following insolvency events:

- (a) any general assignment, settlement, or composition with or for the benefit of its creditors being entered into by, or in relation to, such person;
- (b) a supervisor, trustee, receiver, interim receiver, receiver and manager, custodian, administrator, administrative receiver (or other person with similar powers) taking possession of, or being appointed over, or any distress, execution, garnishment, attachment or other process being levied or enforced (and not being discharged within twenty-one (21) days) upon the whole or any material part of the assets of such person;
- (c) such person ceasing to carry on business or being or becoming insolvent or unable to pay its debts as they fall due;
- (d) a petition being presented (and not being discharged or adjourned for later hearing within twenty-one (21) days or not being discharged on the first adjourned hearing) or a resolution being passed or an order being made for the administration or the receivership, winding-up, bankruptcy, liquidation, or dissolution of such person;
- (e) any order or judgement is made by a tribunal of competent jurisdiction restraining such person's ability to deal with all or a substantial portion of its assets and property; or
- (f) such person suffering any similar event or act with similar effect under the law of any competent jurisdiction.

Indemnified Parties means Mattex and all members of the Mattex Group.

Intellectual Property Rights means:

- (a) patents, inventions, designs, copyright and related rights, database rights, know-how, trade secrets, trade marks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration;
- (b) proprietary rights in domain names;
- (c) applications, extensions and renewals in relation to any of these rights; and
- (d) all other rights of a similar nature or having an equivalent effect anywhere in the world.

Mattex means the entity within the Mattex Group identified on the Purchase Order.

Mattex Group means Mattex, any subsidiary or holding company from time to time of Mattex, and any subsidiary from time to time of a holding company of Mattex.

Party means each of Mattex and the Supplier and **Parties** means both of them.

Prescribed Rate means the lesser of: (i) a sum equal to the one month Saudi Arabia Interbank Offered Rate (SAIBOR) plus two per cent (2%) from the date of such notice until the date of actual payment; or (ii) such maximum percentage allowable in accordance with any applicable law.

Price means the purchase price payable by Mattex to the Supplier in respect of the Work.

Purchase Order means the purchase order placed by Mattex on the Supplier for the performance of the Work.

Representatives means, in relation to a Party, its employees, officers, representatives, contractors, subcontractors and advisers.

Special Terms means the conditions which are expressly set out or referenced on the Purchase Order (regardless of whether they are marked as Special Terms or not).

Specification means the document (if any) which sets out the agreed design, performance, functionality of and procedures for the Work and which is referenced on the Purchase Order.

Supplier means the supplier as selected by Mattex and on which the Purchase Order is placed.

Work means the provision of materials, services, drawings, documents and information of any kind, and also, as the case may be, packing, transportation, works, parts (including spare parts), materials and services to be used and/or provided for assembly, erection, start-up and operation, in each case as specified in the Purchase Order.

2.2 In the Contract where the context permits:

- 2.2.1 masculine includes feminine and vice versa;
- 2.2.2 singular includes plural and vice versa;
- 2.2.3 references to a Party include that Party's successors and permitted assigns;
- 2.2.4 except as stated elsewhere and agreed by the Parties, all dates referenced in the Contract shall be dates under and in accordance with the Gregorian calendar;
- 2.2.5 a reference to a law, statute or regulation is a reference to it as amended, extended or re-enacted from time to time, and includes any subordinate legislation made from time to time under that law, statute or regulation; and
- 2.2.6 headings are for convenience only and do not affect interpretation of the Contract.

3. FORMATION OF THE CONTRACT

3.1 The Purchase Order constitutes an offer by Mattex to purchase the Work, provided that, if the Purchase Order is not accepted in accordance with the provisions of Clause 3.2 below within ten (10) Business Days of the date of the Purchase Order, Mattex's offer shall lapse without Mattex incurring any liability to the Supplier.

3.2 The Supplier shall accept the Purchase Order by signing and returning the order acknowledgement or by sending a written confirmation to Mattex. Alternatively, if the Supplier fails to do this, the Supplier shall be deemed to have accepted the Purchase Order as soon as it commences the Work.

3.3 On the Supplier's acceptance or deemed acceptance of the Purchase Order in accordance with Clause 3.2, the Contract shall be formed.

3.4 **IT IS EXPRESSLY AGREED THAT ANY OTHER TERMS AND CONDITIONS OF BUSINESS CONTAINED IN ANY ACKNOWLEDGEMENTS, CONFIRMATIONS, STANDARD FORMS OR OTHER DOCUMENTS ISSUED BY THE SUPPLIER OR IN THE QUOTATION, LETTER OF OFFER, TECHNICAL PROPOSAL OR OTHER SIMILAR DOCUMENTS ISSUED BY THE SUPPLIER TO MATTEX IN RESPECT OF THE WORK OR IMPLIED BY TRADE CUSTOM, PRACTICE OR COURSE OF DEALING SHALL NOT APPLY.**

3.5 In the event of any conflict, the following order of precedence shall apply:

- 3.5.1 the Special Terms;
- 3.5.2 these General Terms and Condition of Purchase;
- 3.5.3 the Specification; and then

3.5.4 any other relevant documents referenced in the Purchase Order.

4. DELIVERY TERMS

- 4.1 The Supplier shall deliver the Work in accordance with the delivery dates set out on the Purchase Order.
- 4.2 The Supplier shall inform Mattex immediately, in writing, in the event it becomes aware of any circumstance or particular problems, which could affect its ability to perform its obligations under the Contract or could impact delivery of the Work.
- 4.3 Unless otherwise specified in the Contract, the Work shall be: (i) shipped to the location defined by Mattex, according to the Incoterm DDP, including (without limitation) packing, transport, taxes, customs, handling, and unloading on-site; and (ii) performed in accordance with the Specification and any instructions set out on the Purchase Order.
- 4.4 The Supplier shall be responsible and liable for all losses and damages, which may occur during transport and/or unloading of the Work, including (without limitation) where such losses and damages arise as a result of a Force Majeure Event.

5. SHIPPING DOCUMENTATION

- 5.1 The Supplier shall mention the Purchase Order number on each invoice, delivery note and certificate of conformity (COC) sent to Mattex in respect of the Contract.
- 5.2 Where the Supplier is located in the Kingdom of Saudi Arabia, the Supplier shall include a copy of the invoice with the original delivery note for each delivery sent to Mattex in respect of the Contract.
- 5.3 Where the Supplier is located outside of the Kingdom of Saudi Arabia and there is no letter of credit in place, the Supplier shall send the following to Mattex no later than seven (7) days before the shipment is scheduled to arrive at the port of delivery:
 - 5.3.1 a clear scanned copy of the signed and stamped invoice with the country of origin mentioned on it; and
 - 5.3.2 a copy of the packing list and delivery note;
 - 5.3.3 the original bill of lading / airway bill; and
 - 5.3.4 for deliveries which are to be delivered according to the Incoterm CIF, two (2) sets of the insurance certificate.
- 5.4 Any invoice, certificate of origin, and bill of lading or airway bill provided by the Supplier to Mattex shall not include any reference to a natural person or a third party (including, without limitation, any freight forwarder).
- 5.5 If the Supplier fails to comply with the provisions of this Clause 5, Mattex shall be under no obligation to accept delivery or performance of the relevant Work.

6. ACCEPTANCE AND TRANSFER OF RISK AND TITLE

- 6.1 Mattex shall have the right to inspect or review the Work after delivery and acceptance shall take place on inspection or review if Mattex is satisfied that the Work is in accordance with the Contract.
- 6.2 If Mattex is not satisfied that the Work is in accordance with the Contract (including, without limitation, the Specification), in addition to any other rights which it may have under applicable warranties, Mattex shall have the right to reject and, where relevant, return such Work (in whole or in part) by written notice to the Supplier, at the Supplier's risk and expense.
- 6.3 In the event that any Work is rejected by Mattex pursuant to Clause 6.2, at Mattex's sole discretion and no later than one (1) week after Mattex notified the Supplier of its rejection of the Work, the Supplier shall either: (a) replace or re-perform the Work; or (b) refund Mattex for any payments made in respect of the Work.
- 6.4 Payment for any Work shall not prejudice Mattex's right to reject Work under this Clause 6.
- 6.5 Risk in and title to any Work shall transfer to Mattex at the time such Work is accepted in accordance with this Clause 6.

7. LIQUIDATED DAMAGES FOR LATE DELIVERIES

- 7.1 The Supplier must immediately inform Mattex in writing of any actual or potential delay in delivery or performance of the Work and take immediate actions to meet the delivery dates set out on the Purchase Order. A recovery plan must be presented immediately by the Supplier to Mattex.
- 7.2 In the event that the Supplier fails to deliver or perform the Work in accordance with agreed delivery dates set out on the Purchase Order, unless such delay is caused by a failure by Mattex to comply with its obligations under the Contract, Mattex shall be entitled to claim liquidated damages calculated on the total amount of the Purchase Order (including any amendments thereto) as follows:
 - 7.2.1 one percent (1%) per week (or part thereof) of delay from the agreed delivery date (including installation and start-up if part of the Supplier's obligations) for the first two (2) weeks; and
 - 7.2.2 two percent (2%) per week (or part thereof) of delay from the agreed delivery date (including installation and start-up if part of the Supplier's obligations) for any subsequent weeks,
 subject to a maximum aggregate amount of ten percent (10%) of the total amount of the Purchase Order.
- 7.3 In the event that final delivery or performance of the Work (including installation and start-up if part of the Supplier's obligations) is, or the Supplier has notified Mattex that it may be, delayed by more than four (4) weeks, Mattex reserves the right to terminate the Contract and the Supplier shall reimburse to Mattex all payments made in respect of the Contract.

8. CONFORMITY OF THE WORK

- 8.1 By accepting the Purchase Order, the Supplier acknowledges and agrees that it has received all necessary information for its execution of the Work and in respect of the use of the Work by Mattex and/or Mattex's customers.
- 8.2 The Supplier acknowledges and agrees that the Work will fully comply with all applicable laws and regulations of the country where it will be installed, delivered or performed.
- 8.3 The Specification is an integral part of the Contract and must be considered as being mutually complementary. If certain details appearing in one of the documents that form the Specification are omitted in other documents that together form the Specification, the Supplier shall consider these details in the execution of the Work without being able to claim for any additional cost. In the event of an ambiguity or conflict between the documents that together form the Specification, the Supplier shall contact Mattex to clarify it.
- 8.4 Mattex reserves the right to require the Supplier to use components in the performance of the Work that meet Mattex's specifications for the components and are to be purchased by the Supplier from a manufacturer of the components approved by the Mattex Group. The associated conditions, if any, will be mutually agreed between the Supplier and Mattex.
- 8.5 The Supplier shall not deliver any type of Work unless such Work is the subject of a Purchase Order issued by the procurement team of Mattex. In the event that the Supplier delivers or performs any Work that is not the subject of a Purchase Order issued by the procurement team of Mattex, Mattex shall have no liability to pay the Supplier in respect of such Work.

9. MODIFICATION OF THE WORK

- 9.1 Mattex shall, at all times during the execution of the Work be entitled to modify the scope or execution of the Work (in full or in part) when these modifications are considered by Mattex to be necessary by issuing a revised Purchase Order to the Supplier.
- 9.2 Within eight (8) Business Days of the date of the revised Purchase Order, the Supplier shall either:
 - 9.2.1 inform Mattex of any possible impacts on the Price and/or delivery dates that may arise from the modifications to the Work; or
 - 9.2.2 accept the revised Purchase Order by signing and returning the order acknowledgement or by sending a written confirmation to Mattex.
- 9.3 In the event that the Supplier does not notify Mattex of the possible impacts of the modifications to the Work or accept the revised Purchase Order within eight (8) Business Days of the date of the revised Purchase Order, the revised Purchase Order shall be deemed accepted by the Supplier.
- 9.4 In the event that the Supplier informs Mattex of any possible impacts on the Price and/or delivery dates that may arise from the modifications to the Work in accordance with Clause 9.2.1, if Mattex wishes to proceed with the modifications and accept the impact on the Price and the delivery dates, it shall issue a further revised Purchase Order which shall be accepted or deemed accepted by the Supplier in accordance with Clause 9.2 and 9.3.

10. RESPONSIBILITIES FOR EXECUTION OF THE CONTRACT

- 10.1 The Supplier shall be fully liable for any negligence, error, omission or fault committed by the Supplier or by its Representatives in connection with the Contract.
- 10.2 The Supplier shall reimburse and indemnify the Indemnified Parties from and against all claims brought against the Indemnified Parties or liability, loss, costs, expenses, damages and payments of any kind whatsoever incurred by the Indemnified Parties for bodily injury or death to any person or damage to or loss of any property arising directly or indirectly from any such negligence, error, omission or fault committed by the Supplier or by its Representatives in connection with the Contract.

11. WARRANTIES

- 11.1 Each Party warrants that it has the right and authority to enter into the Contract.
- 11.2 The Supplier warrants to Mattex that the Work will be delivered and performed:

- 11.2.1 in accordance with the terms of the Contract;
- 11.2.2 with reasonable skill and care;
- 11.2.3 new and in full compliance with the Specification;
- 11.2.4 fit for the agreed purpose for which it is intended and purchased by Mattex;
- 11.2.5 free from all defects (whether actual or latent) in design, workmanship and materials;
- 11.2.6 of satisfactory quality and are in accordance with all reasonably applicable quality standards and with those set out as a Special Term and/or in the Specification; and
- 11.2.7 in compliance with all applicable laws, statutes, regulations, rules, orders, and international standards as well as all policies, procedures, and requirements issued by
- 11.2.8 Mattex or any member of the Mattex Group and communicated to the Supplier or its Representatives.
- 11.3 The warranties in Clause 11.2 shall continue for twelve (12) calendar months from the date of acceptance of: (a) the Work by Mattex in accordance with Clause 6; or (b) the repaired, replaced or re-performed Work in accordance with Clause 11.4 (the Warranty Period).
- 11.4 Without prejudice to any other right available to Mattex by contract or generally in law, if there is a defect in the Work during the Warranty Period, the Supplier shall upon receipt of written notice from Mattex but at the absolute discretion of Mattex:
- 11.4.1 refund Mattex for the Price of the Work and, if Mattex requests, collect and remove the defective Work at the Supplier's own risk and expense; or
- 11.4.2 repair, replace or re-perform the defective Work within the time period specified by Mattex and at the Supplier's own expense and risk, provided that, Mattex reserves the right to repair or re-perform the defective Work, or have another party repair or re-perform it, at the Supplier's cost and expense, if the Supplier has failed to initiate repair, replacement or re-performance of the defective Work within fifteen (15) days from receipt of the written notice from Mattex.
- 11.5 Without prejudice to Clause 11.4, the Supplier will be responsible for any transportation costs to and from the Supplier's workshops and all expenses for dismantling and re-installation on site. Upon Mattex's request and for any systematic defect, the Supplier commits to replace all materials and parts, with similar ones able to perform the same function, even if no incidents occurred.
- 11.6 In addition, any modified, repaired, replaced or re-performed part of the Work shall, after such modification, repair, replacement or re-performance, be covered by a warranty whose scope and terms are identical to the warranties set out in this Clause 11.
- 11.7 The Supplier agrees that the benefit of all warranties attaching to the Work shall be capable of being assigned to Mattex's customer by Mattex without prior written notice to the Supplier.
- 12. PRICE AND PAYMENT TERMS**
- 12.1 The Price shall be set out as a Special Term on the Purchase Order.
- 12.2 The Price shall be non-revisable and shall be inclusive of taxes, duties, fees or levies of any kind whatsoever. No additional charges shall be payable by Mattex for packaging, insurance or delivery unless otherwise agreed and set out as a Special Term and, where so agreed, any such charge shall be separately identified on the invoice.
- 12.3 The Supplier shall **submit to Mattex on or after the provision of the Work an invoice in respect of the Work properly provided. Each invoice must:**
- 12.3.1 be clearly addressed to the correct legal entity of Mattex as specified on the Purchase Order;
- 12.3.2 reference the Purchase Order number with respect to the Work and be accompanied by proof of delivery; and
- 12.3.3 where applicable, be in the format, and include the information required (including, without limitation, the Supplier's VAT registration number) by the laws and regulations in the Kingdom of Saudi Arabia concerning VAT.
- 12.4 Each correctly submitted and, where applicable, valid VAT invoice shall become due for payment sixty (60) days after the date the invoice is received by Mattex, provided that the Work has been delivered or performed by the Supplier and accepted by Mattex in accordance with the Contract.
- 12.5 Payment to the Supplier shall be made by Mattex in SAR (or the agreed currency of the Contract).
- 12.6 For any payment transfers made by Mattex to an account outside the Kingdom of Saudi Arabia, all bank charges including (without limitation) those in the Supplier's country, shall be for the Supplier's account. For any payment transfers made to an account within the Kingdom of Saudi Arabia, bank charges will be borne by the respective Parties, i.e., Mattex and the Supplier will bear their respective bank charges.
- 12.7 Where Mattex is required to deduct withholding tax from its payment to the Supplier, it will deduct the minimum required by law and pay this to its tax authority within the statutory time limit. As soon as reasonably practicable, Mattex will provide evidence that the tax deduction has been made and payment has been made to the relevant taxing authority.
- 12.8 Without prejudice to any other right or remedy Mattex may have, Mattex shall be entitled to set-off any payment owed by it to the Supplier under the Contract against any sums that are due and payable by the Supplier to Mattex under the Contract and/or any other agreement.
- 12.9 The Supplier reserves the right to charge bank financing charges on any valid overdue payment at the Prescribed Rate, such charges accruing from the first day on which such payment is overdue until such payment has been received by the Supplier.
- 13. INSURANCE**
- 13.1 During the term of the Contract and at the Supplier's sole expense, the Supplier must maintain in force at all times with a reputable insurance company, public liability insurance covering all operations in the performance of the Contract for an amount not less than SAR 5,000,000 per occurrence or series of occurrences for personal injury, property damage, and pecuniary loss arising under or in connection with the Contract.
- 13.2 Within five (5) Business days of any request by or on behalf of Mattex, the Supplier must furnish to Mattex evidence of the insurance coverage in place as required by Clause 13.1.
- 14. TERMINATION**
- 14.1 Without affecting any other right or remedy available to it, either Party may terminate the Contract immediately upon written notice to the other Party if an Insolvency Event occurs in respect of the other Party.
- 14.2 Without affecting any other right or remedy available to it, Mattex may terminate the Contract immediately upon written notice to the Supplier:
- 14.2.1 if the Supplier has failed to fully and punctually perform the Work in accordance with the Contract;
- 14.2.2 if the Supplier commits a material breach of any term of the Contract and, where such breach is capable of being remedied, does not remedy it within thirty (30) days after written notice to do so;
- 14.2.3 if the Supplier is or may be unable, in Mattex's reasonable opinion, to perform its obligations under the Contract;
- 14.2.4 if the Supplier transferred or subcontracted the Work to a third party without prior written authorization from Mattex;
- 14.2.5 if the Supplier is acquired by or merged with any third party or a change of control of the Supplier occurs; or
- 14.2.6 in accordance with Clause 16.3.
- 14.3 The Supplier shall immediately notify Mattex of the occurrence of an event set out in Clause 14.2 which relates to the Supplier.
- 14.4 Mattex may at any time terminate the Contract for convenience upon giving the Supplier written notice, provided that Mattex shall remain liable to pay any sums due in respect of that part of the Work already delivered to or performed and accepted by Mattex prior to such termination.
- 15. CONSEQUENCES OF TERMINATION**
- 15.1 Upon termination of the Contract the Supplier shall:
- 15.1.1 cease provision of the Work as directed by Mattex;
- 15.1.2 immediately return all of Mattex's information and data, including in particular but not limited to, Mattex's Confidential Information;
- 15.1.3 minimise all costs associated with the termination of the Contract; and
- 15.1.4 immediately refund to Mattex all sums which were paid by Mattex to the Supplier prior to the termination, including (without limitation) any advance payments.
- 15.2 Termination of the Contract shall not affect or prejudice the accrued rights and remedies of the Parties (including the right to claim damages in respect of any breach of the Contract) as at termination or the continuance of any provision which implicitly survives termination.
- 16. FORCE MAJEURE**
- 16.1 Neither Party shall be liable for delay or failure to perform its obligations under the Contract, or any loss or damage suffered or incurred by the other Party arising from such delay or failure, to the extent that such delay or failure results from a Force Majeure Event, provided that the affected Party:
- 16.1.1 notifies the other Party, in writing, as soon as reasonably practicable, and, where the Supplier is notifying Mattex, no later than seventy-two (72) hours, after becoming aware of the Force Majeure Event of: (a) the occurrence and circumstances of the Force Majeure Event; (b) the anticipated duration of such Force Majeure Event; and (c) the effect of such Force Majeure Event on the affected Party's ability to perform its obligations under the Contract;

- 16.1.2 uses every reasonable effort to eliminate or minimise the delay in performing or failure to perform its obligations under the Contract and continues to fulfil its obligations to the extent they are not affected by the Force Majeure Event;
- 16.1.3 recommences its full performance as soon as is reasonably possible; and
- 16.1.4 gives prompt notice of the cessation of any Force Majeure Event previously notified to the other Party.
- 16.2 In the event that the Supplier is delayed or unable to perform its obligations under the Contract as a result of a Force Majeure Event, it shall use its best endeavours to divide any existing or available stock of the Work between all customers that are awaiting delivery or performance of the same Work such that Mattex receives a proportionate volume of the Work as compared to such other customers.
- 16.3 If any Force Majeure Event has the effect of preventing or delaying the performance of either Party's obligations under the Contract for a continuous period of sixty (60) calendar days or more, Mattex shall have the right, at its option, to terminate the Contract immediately on written notice to the Supplier without having any liability to the Supplier except in respect of that part of the Work already delivered to or performed and accepted by Mattex prior to such termination.
17. **COMPLIANCE, HEALTH AND SAFETY, ENVIRONMENTAL**
- 17.1 The Supplier shall diligently, efficiently, and in a highly professional manner perform the Work. The Work shall be performed as expeditiously as practicable in accordance with the schedule and time parameters set forth in the Contract, but giving due regard to all necessary safety precautions and legal requirements. The Supplier shall be responsible for the quality of the Work and material, if any, used and, without prejudice to Clause 11, warrants that they will be first class in every respect and free of defects of every nature.
- 17.2 The Supplier acknowledges that many of the products the Mattex Group produces are or contain hazardous materials requiring special care and, furthermore, that the Mattex Group's facilities will contain such hazardous materials thereby requiring the Supplier and its Representatives performing the Work to exercise extreme caution in performing the Work and while being at any of the Mattex Group's facilities. The Supplier shall not accept the performance of Work that it cannot fully and safely perform in light of these conditions. The Supplier shall ensure that all Representatives are thoroughly familiar with: (a) the Mattex Group's products, facilities, and operations; (b) the Work being performed; and (c) the requirements for the Representative's to perform the Work in compliance with the terms of the Contract.
- 17.3 In performing its obligations under the Contract, the Supplier agrees to comply with all applicable laws, statutes, regulations, rules, orders, and international standards and, except to the extent specified otherwise in the Contract, shall obtain all required permits of the respective regulatory bodies having jurisdiction over the subject matter of the Contract, the performance of the Work, and the conduct of the Supplier's business (collectively, the Legal Requirements). The Supplier shall pay any and all fees, taxes, assessments, fines, penalties, and other amounts payable in respect of the Supplier's compliance (or non-compliance) with the Legal Requirements. The Supplier and its Representatives shall comply with all policies, procedures, and requirements issued by Mattex or any member of the Mattex Group and communicated to the Supplier or its Representatives.
- 17.4 Upon becoming aware of any incident or accident related to or arising in the performance of the Work, the Supplier shall immediately notify Mattex of such incident or accident and shall provide a written report with full details of the incident or accident no later than three (3) days after the occurrence of the incident or accident. The Supplier shall appoint an individual as a point of contact for Mattex to interact with regarding information on the incident or accident. The Supplier shall provide Mattex with information and update Mattex on all material developments relating to the incident or accident, including but not limited to the status of the clean-up, developments with all regulatory agencies, copies of correspondence with all regulatory agencies, copies of pleadings, demand letters, or other correspondence, and information on claims or potential claims related to the incident or accident. In addition, the Supplier shall provide Mattex with any information Mattex may request with respect to any incident or accident, including copies of investigation reports and statements from the Supplier's Representatives.
18. **INTELLECTUAL PROPERTY RIGHTS**
- 18.1 Unless agreed otherwise by the Parties, the Supplier agrees that all Intellectual Property Rights created as a result of the work undertaken by the Supplier, its agents or subcontractors for the purpose of the Contract (**Foreground IPR**) shall vest in and be the absolute property of Mattex. Consequently, the Supplier hereby assigns to Mattex, with full title guarantee and free from all third party rights, any Foreground IPR created as a result of the Contract and the Supplier shall (and, if required, shall procure that its Representatives shall), at the Supplier's cost, do all necessary acts to vest such Foreground IPR in the name of Mattex or its nominee, such acts to include (without limitation) the execution of documents. The Supplier may only use any Foreground IPR created as a result of the Contract for the purposes of performing any of its obligations under the Contract.
- 18.2 Any Intellectual Property Rights owned, created or acquired by or licensed to a Party prior to the date of the Contract and/or outside of the Contract or the Work (**Background IPR**) shall remain vested in that Party or its licensor. Each Party grants to the other Party a non-exclusive and royalty-free licence to use such of its Background IPR as may be provided by that other Party to the other Party to the extent necessary for the purposes of performing its obligations under the Contract only. A Party shall not grant any sub-licences of any of the Background IPR of the other Party, unless expressly permitted in the Contract, except that Mattex may grant sub-licences of the Supplier's Background IPR to members of the Mattex Group.
- 18.3 If any of the Supplier's Background IPR is included in or is necessary for the use of any Work it must be clearly identified by the Supplier and the Supplier grants to Mattex an irrevocable, perpetual, non-exclusive, worldwide and royalty-free licence (with the right to grant sub-licences) to use the Supplier's Background IPR as may be necessary to use and/or exploit the relevant Work and/or Foreground IPR.
- 18.4 The Supplier hereby represents, undertakes and warrants that the Work, any Foreground IPR and the Background IPR used by the Supplier in relation to the Work, and anything done by Mattex or its customers in relation to the Work will not infringe the Intellectual Property Rights of a third party.
- 18.5 The Supplier shall indemnify each of the Indemnified Parties against any and all liability, loss, claims, costs, expenses, damages, payments and royalties of any kind whatsoever incurred by an Indemnified Party as a result of or in connection with any claim or allegation that the Intellectual Property Rights owned or controlled by a third party are infringed by the use of the Work and/or any Background IPR of the Supplier or Foreground IPR by the Indemnified Parties or their customers.
19. **CONFIDENTIALITY**
- 19.1 Each Party shall keep the other Party's Confidential Information secret and confidential and shall not:
- 19.1.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with the Contract (the **Permitted Purpose**); or
- 19.1.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Clause 19.
- 19.2 The provisions of this Clause 19 shall not apply to any Confidential Information that:
- 19.2.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this Clause 19);
- 19.2.2 was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party;
- 19.2.3 was, is, or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party;
- 19.2.4 the Parties agree in writing is not confidential or may be disclosed; or
- 19.2.5 is developed by or for the receiving Party independently of the information disclosed by the disclosing Party.
- 19.3 A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- 19.3.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- 19.3.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this Clause as if they were a party to the Contract,
- and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this Clause 19.
- 19.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the disclosing Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 19.4, it takes into account the reasonable requests of the disclosing Party in relation to the content of such disclosure.
- 19.5 Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated in this Contract are granted to the other Party, or to be implied from the Contract.
- 19.6 On termination or expiry of the Contract, each Party shall:
- 19.6.1 destroy or return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
- 19.6.2 erase all the other Party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
- 19.6.3 certify in writing to the other Party that it has complied with the requirements of this Clause 19.6, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory

authority. The provisions of this Clause 19 shall continue to apply to any such documents and materials retained by a recipient Party, subject to Clause 14.

19.7 The provisions of this Clause 19 shall survive for a period of three (3) years from termination or expiry of the Contract.

20. CONTINUITY OF SUPPLY

20.1 If Mattex or any member of the Mattex Group may in the future require goods similar to or equivalent to the Work, the Supplier shall use its reasonable endeavours to accept further orders from Mattex (or the relevant members of the Mattex Group) in relation to such future requirements at prices and delivery lead times no less favourable to Mattex (or the relevant member of the Mattex Group) than those agreed under the Contract having regard to the economic circumstances at the time.

20.2 In the event that the Supplier is unable or unwilling to accept such further orders from Mattex or any member of the Mattex Group, the Supplier shall use its reasonable endeavours to deliver to Mattex (or the relevant member of the Mattex Group) on fair and reasonable terms any necessary drawings, specifications, manufacturing information and tooling in its possession or under its control to enable Mattex (or the relevant member of the Mattex Group) to make such goods or have them made by another supplier.

21. GENERAL

21.1 Language

The Contract has been executed in Arabic and English. If any conflict arises between the various translations then the English version shall prevail.

21.2 Amendment

Subject to Clause 9, no amendment to the Contract (including for the avoidance of doubt these General Terms and Conditions of Purchase) shall be valid unless it is contained in a Contract amendment issued by Mattex which the Supplier shall accept by signing and returning the order acknowledgement or by sending a written confirmation to Mattex, provided that, if the Supplier fails to sign and return the order acknowledgement or send a written confirmation to Mattex, it shall be deemed to have accepted the amendments by carrying out the work which reflects the amendment.

21.3 Survival

Any provisions of the Contract from which it is contemplated by their nature or context are to survive termination, shall remain in full force and effect notwithstanding such termination.

21.4 Publicity

The Supplier shall not, and shall not permit any person to, publicise in any media or public announcement information regarding the terms of the Contract or the Work provided without the prior written consent of Mattex.

21.5 Notices

21.5.1 All notices under or in respect of the Contract sent by one Party to the other shall be in writing and shall be delivered by hand or a reputable courier to its address set out in the Purchase Order or to such other address as may from time to time be notified by the one to the other. A notice shall be deemed to have been delivered:

(a) if delivered by hand between 09.00 a.m. and 17.00 p.m. on a Business Day (**Business Hours**), when so delivered or, if delivered by hand outside Business Hours, at the next start of Business Hours; or

(b) if sent by a reputable courier, at 09.00 a.m. on the second Business Day after handing the document over to the courier.

21.5.2 Unless otherwise agreed, all notices and correspondence under or in respect of the Contract shall be in the English language.

21.6 Waiver

The failure or delay of either Party to enforce or exercise any right or remedy provided under the Contract or by law does not constitute a waiver of such, or any other, right or remedy and will not affect that Party's right to later enforce or exercise it or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

21.7 Severability

If any of the provisions of the Contract are found to be illegal, invalid or unenforceable under any applicable law, this shall not affect the legality, validity and enforceability of the remaining provisions. In the event of such occurrence, the Parties shall, in so far as it is legally permitted, agree on the replacement of the relevant provision with a valid one achieving the same or a similar purpose.

21.8 Assignment and Subcontracting

21.8.1 Mattex may at any time assign or transfer all or any of its rights and/or obligations under the Contract without the consent of the Supplier.

21.8.2 The Supplier may not assign or transfer any of its rights and/or obligations under the Contract without first obtaining the prior written consent of Mattex.

21.8.3 The Supplier shall not subcontract any of its obligations under the Contract without the prior written consent of Mattex. Such consent from Mattex may stipulate conditions upon which the Supplier is permitted to sub-contract. Notwithstanding any such subcontracting, the Supplier shall remain wholly liable to Mattex for all obligations under the Contract.

21.9 Entire Agreement

The Contract is the only and entire agreement between the Parties with respect to the subject matter of the Contract and supersedes any prior discussions, oral or written agreement with respect to the subject matter of the Contract. Each of the Parties acknowledges that, in entering into the Contract, it has not relied on any oral or written representation, warranty or other assurance (except as provided for or referred to in the Contract) and waives all rights and remedies which may otherwise be available to it in respect thereof, provided that nothing in this Clause 21.9 limits or excludes any liability for fraud.

21.10 Further Assurance

Each Party shall, at its own cost and expense, do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonably requested of it by the other Party from time to time to give effect to the Contract.

21.11 Rights of Third Parties

Except for any Indemnified Party, a third party who is not a Party to the Contract has no right to enforce any term of the Contract.

21.12 Interpretation

A provision of the Contract must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of the Contract or the inclusion of the provision in the Contract.

22. GOVERNING LAW AND DISPUTE RESOLUTION

22.1 The Contract, and any non-contractual obligations arising out of or in connection with it, shall be governed by and interpreted under the laws of the Kingdom of Saudi Arabia (without reference to its rules as to conflicts of law).

22.2 If there is any dispute at any time between the Parties arising out of or in connection with the Contract, then the Parties will use reasonable endeavours to negotiate in good faith to resolve the dispute.

22.3 The Parties agree that any dispute arising out of or in connection with the Contract that cannot be resolved amicably in accordance with Clause 22.2 or which Mattex considers not suitable for amicable resolution, including any question regarding its existence, validity or termination, and any dispute relating to non-contractual obligations arising out of or in connection with the Contract, shall be referred to and resolved by the courts of the Kingdom of Saudi Arabia.