

1. DEFINITIONS

Where used in these Terms and Conditions of Sale (hereinafter "Terms and Conditions"):

- i. "Seller" means Westcon Comstor Trading LLC, a Westcon Group Company, registered under the laws of the Kingdom of Saudi Arabia, under Commercial Registration number 1010907452, being located at t8899, King Fahad Road, 2419, Postal Code 12214, Riyadh, Kingdom Of Saudi Arabia, or its subsidiaries, associated companies, assigns, and successors in title.
- ii. "Buyer" means any individual, person, entity, company, firm, partnership or organization that purchases Products or Services from Seller for use in its business or the business of a third-party end user or other customer ("Indirect Reseller"), and not for use as a consumer.
- iii. "Contract Date" means the date upon which a Purchase Order is accepted by the Seller.
- iv. "Manufacturer" means the supplier, licensor, publisher, manufacturer or other third-party provider of Products or Services.
- v. "Party" means the Seller or the Buyer, and "Parties" means the Seller and the Buyer collectively.
- vi. "Products" means any combination of goods and Special Order Goods, including but not limited to computer hardware items and Third-Party Software, to be provided by the Seller to the Buyer under a Contract and in accordance with these Terms and Conditions.
- vii. "Purchase Order" means the Buyer's written or electronic order for Products and/or Services and shall include any order that the Buyer places online through the Seller's website or transmits via email or facsimile.
- viii. "Services" means any Manufacturer's services which are supplied by the Seller to the Buyer pursuant to a Contract and in accordance with these Terms and Conditions.
- ix. "Third-Party Software" means all software owned by or licensed to the Buyer from a third party owner (whether or not supplied by the Seller) and which comprises part of the Products.
- x. "Special Order Goods" means any Goods that are custom ordered or configured to Buyer's specifications, or otherwise designated as special order Goods by Westcon Saudi Company.
- xi. "Contract" means the contract between the Parties for the sale of Products and/or provision of Services, subject to these Terms and Conditions.
- xii. "Working Day" means a day, other than Friday or Saturday or public holiday, on which retail banks are open for business in the Kingdom of Saudi Arabia.
- xiii. "Applicable Law" means *inter-alia*, any laws, regulations, Royal Decrees, policies, Ministerial Declarations, of the Kingdom of Saudi Arabia (as may be issued from time to time).

2. GENERAL

All Purchase Orders and Contracts are subject to these Terms and Conditions set out below and the Seller's acceptance thereof. Where there is inconsistency between the Contract and these Terms and Conditions, the terms of the Contract shall prevail. Any general conditions of the Buyer are herewith specifically excluded and not enforceable between the Parties.

3. PRICES

- i. The price of the Products in the Seller's stock on the Contract Date shall be: (i) the quoted price (which shall be given formally in writing and be valid for thirty (30) days following the date of quotation or the validity date mentioned specifically on the quotation), or (ii) the list price in the Seller's then current published price list on the date of Contract, where no price has been quoted or a quoted price has expired.
- ii. The price of Products which are not in stock on the Contract Date ("Backordered Products") shall be: (i) the quoted price (which shall be given formally in writing and be valid for seven (7) days following the date of quotation, unless otherwise stated in the Purchase Order), or (ii) the list price in the Seller's then current published price list on the date the Backordered Products are scheduled for delivery to the Buyer.
- iii. Notwithstanding the foregoing, the Seller reserves the right to increase the price of the Buyer at any time before delivery, to increase the price of Products, after the Contract Date, to reflect any increase in the cost of such Products, that is due to any factor beyond the control of the Seller, including any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture, any change in delivery dates, quantities or specifications for the Products which are requested by the Buyer or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instruction; but the Seller shall only increase its price by the amount necessary to reflect such an increase. Any change in quantities, partial release, delivery time or destination may incur a price adjustment. Cancellation by the Buyer shall be by mutual agreement in writing, based on any adjustment necessary in the Seller's sole discretion to cover labour expended, material procured, and reasonable overhead expenses applicable thereto. Storage, demurrage, insurance and all other handling or similar charges, including but not limited to, license fees, bank charges, export and import duties, packing charges and other burdens and disbursements shall be paid by the Buyer and, where met by the Seller, shall be charged to and repaid by the Buyer, unless otherwise agreed.

4. PURCHASE ORDERS

- i. All Purchase Orders issued by the Buyer need to be authorized bearing authorized signatures and company stamp. The Purchase Orders should be complete specifying all the prices, payment terms, delivery terms etc.
- ii. However, if the Buyer has a policy of issuing computer generated Purchase Orders, then such Purchase Orders must mention "This is a computer generated document and hence does not bear any signature". Further, the Buyer undertakes to fulfil all the contractual obligations mentioned on such computer generated Purchase Orders.

5. INDEPENDENT CONTRACTOR

The relationship between the Buyer and the Seller is that of independent contractor. Neither Party is the employee, partner, agent, or joint venturer of the other Party, nor has a Party any authority to fulfil any obligation explicitly or impliedly in the name of the other Party, without that other Party's prior written consent for purposes explicitly connected with the performance of the Contract.

6. CANCELLATION AND RESCHEDULING

- i. Any request by the Buyer for cancellation of any Purchase Order or for the rescheduling of any deliveries will only be considered by the Seller if made at least forty eight (48) hours before dispatch of the Products, and shall be subject to acceptance at the Seller's consent (such consent not to be unreasonably withheld), and subject to the Seller's reasonable administration charges. The Buyer

hereby agrees to indemnify the Seller against all losses, costs (including the cost of labour and materials used and overheads incurred), damages, charges and expenses arising out of the Purchase Order and its cancellation or rescheduling. However, for Third-Party Software licenses and related support Services the above clause will not be applicable and orders placed are non-cancellable.

- ii. The Seller's administration charges for cancellation or rescheduling shall be reasonable and in accordance with applicable commercial practices in the Kingdom of Saudi Arabia.

7. TERMS OF PAYMENT

- i. Invoices will be raised and dated on the date of dispatch of the Products. Unless otherwise specifically requested and agreed, invoices will be payable by the Buyer thirty (30) days from date of invoice for all those Buyers where credit has been approved by the Seller. For Buyers where credit terms have not been established, payment terms will be deemed as cash in advance. If partial consignments are invoiced, payment shall be made for each individual consignment in accordance with the agreed terms of payment. If the Buyer does not pay the Seller in full by the due date, the Buyer must pay the Seller an additional amount calculated at the rate of 2% above HSBC Bank's prevailing base rate, calculated on a daily basis from the due date until the payment is made in full.
- ii. The Buyer must notify the Seller in writing within seven (7) days of the date of the Seller's invoice of any errors (for example incorrect prices) in that invoice. Where the Buyer does not inform the Seller within seven (7) days, the Seller will treat the Buyer as accepting the accuracy of that invoice. If the Buyer has a credit account with the Seller, the Seller may withdraw it or reduce the credit limit or bring forward the due date for payment without notice.
- iii. All payments to be made by the Buyer will be made in full without any set-off, restriction or condition and without any deduction for or on account of any counter claim.
- iv. Unless otherwise specified and agreed upon, the face value of the Purchase Order including shipping and insurance and all other handling and similar charges shall be paid in United States Dollar (USD) with no deductions for cash discount, expenses, taxes or dues of any kind at the time of placing the Purchase Order upon the Seller, in advance of shipment. Should the Buyer wish to pay in Saudi Arabian Riyals (SAR), the rate to be applied is 1.00 USD = 3.75 SAR. Additional expenses incurred for the account of the Buyer or additional amounts payable due to increases in price or quantity shall be paid before shipment. The Buyer shall be credited or refunded for any overpayment due to decrease in price, partial cancellation, or other cause subject to approval by the Seller.
- v. The Buyer must inform the Seller in writing immediately if the Buyer becomes insolvent.
- vi. The Buyer's right to sell or use the Products shall cease immediately, if the Buyer is in material breach of the Contract, a bankruptcy order is made against the Buyer or enters into liquidation, whether compulsory or voluntary, or makes an arrangement with creditors or petition for an administration order or has a receiver or manager appointed over all part of its assets or generally becomes unable to pay its debts. If the Buyer's right to use and sell the Products ends, the Buyer must allow the Seller to remove the Products from its custody and/or possession.
- vii. The Buyer grants the Seller an irrevocable licence at any time to enter any premises where the Products are or may be stored to inspect them or, where the Buyer's right to possession has ended, to recover them.
- viii. Despite the Buyer's physical possession of any Products, the Seller shall have the right to commence legal proceedings to recover the price of any Products supplied to the Buyer should the Buyer not pay the Seller in full by the due date. For the avoidance of doubt, no title to any intellectual property rights in any Third-Party Software found in, or relating to, the Products shall pass to the Buyer pursuant to the Contract, and the Buyer's use of such Third-Party Software shall at all times be governed by the terms of the relevant license supplied by the Manufacturer.
- ix. The Seller reserves the right to stop supplying the Products to the Buyer at any time and withdraw any credit facility provided to the Buyer.

8. PACKING

Except where otherwise contracted for, packing shall be that normally supplied by Manufacturers or by the Seller for underdeck ocean shipment for similar types of materials and equipment. Wood boxing, or special packing, will be furnished at extra charge to the Buyer.

9. TAXES

Prices shown do not include any subsequent sales tax or similar (including but not limited to VAT), excise, duties, withholding taxes, or other government charge payable by the Seller to any authority. Any such taxes now or hereafter imposed upon sales or shipments shall be for the order of the Buyer and shall be added to the purchase price. The Buyer agrees to reimburse the Seller for any such tax, excise, duties, deductions or payments of whatsoever nature or provide the Seller with an acceptable tax exemption certificate. The invoice for the Products/Services rendered is to be settled in full by the Buyer without any deductions.

10. DELIVERY

- i. All terms of delivery agreed by the Parties shall be delivered and interpreted according to Incoterms 2020 (as amended from time to time), except where specifically otherwise agreed in writing between the Parties.
- ii. The Seller is not accountable for delays in delivery if caused by any legislative, administrative, or executive law, order or regulation of the Saudi Arabian or any other foreign government or any subdivision, department, agency, officer or official thereof, or if caused by, but not limited to, war, riots, labour conflicts, natural catastrophes, acts of God, strike, flood, fire, accidents, delays of carrier, inability to obtain suitable and sufficient labour or necessary supplies of raw materials or other unavoidable contingencies beyond the Seller's control.
- iii. When such occurrences result in a significant over-running of the delivery time quoted by the Seller, the Seller is entitled to adapt the prices, delivery dates and other conditions to the new situation. Should this adaptation not be accepted by the Buyer, or not be possible due to other circumstances, the Seller is entitled to withdraw from the Contract and to invoice the expenditure incurred up to the date of withdrawal.
- iv. Factory shipment or delivery dates are the best estimates of our Manufacturers and are not binding on the Seller. In no case shall the Seller be liable for any consequential loss, or special damages arising from any cause.
- v. Delivery of the Products will be accepted at any time of day. If Buyer fails to take delivery, or provide any necessary documents, the Products will be deemed to have been delivered and the Seller may, without prejudice to its other rights, at the Seller's option:
 - a) store or arrange for storage for the Products until actual delivery or sale, and charge the Buyer for all related costs and expenses (including, without limitation, storage and insurance); and/or
 - b) following written notice to the Buyer, sell any of the Products at the best price reasonably obtainable under the circumstances and charge the Buyer for any shortfall below the price

- under the Contract. From the time of the delivery of the Products, the Products shall be at the risk of the Buyer who shall be solely responsible for their custody and maintenance.
- vi. The Buyer must inspect the Products on delivery. If any Products are damaged (or not delivered), the Buyer must notify the Seller within five (5) Working Days of delivery (or the expected delivery time). If proof of delivery is required, this must be requested within fourteen (14) days of the date of the invoice.
- 11. LABOUR CHARGES**
- The Seller shall not be held liable for any labour charges other than those agreed upon in writing in advance between the Manufacturer and the Buyer of the Products covered in this quotation.
- 12. SHIPMENT**
- The Seller will, when specifically requested and upon full compensation for all expenses incurred, including storage, demurrage, handling charges and brokerage, undertake to arrange for the Buyer's account, for ocean or air shipment, insurance, shipping declarations etc., provided always that all shipping arrangements shall be documented in writing (to correctly reflect the agreement between the Buyer and Seller).
- 13. INSURANCE OF SHIPMENTS**
- i. For all Ex-Warehouse Shipments (Ex-Jebel Ali/Ex-Dubai/Ex-Riyadh/ Ex-Bahrain etc.) - the risk in the Products passes to the Buyer on handing over the Products by the Seller or its agent to the Buyer or its appointed agent. Insurance coverage will be the responsibility of the Buyer. This is also true in cases where the Seller, at the request of the Buyer, agrees to transport the Products to the customer's/end user's destination. In such cases, the Buyer is responsible for insuring the Products.
- ii. For Delivery Duty Paid ("DDP") Shipments, the risk in the Products passes to the Buyer on handing over the Products by the Seller or its agent to the Buyer or its appointed agent to the Buyer's warehouse. The insurance coverage will be the responsibility of the Buyer.
- 14. RETENTION OF TITLE**
- i. Whilst risk in the Products shall pass as soon as they have left the Seller's warehouse, title shall remain with the Seller until the Seller has received payment in full for all Products supplied to the Buyer.
- ii. In the event of payment not being made in time in accordance with these Terms and Conditions, the Seller is entitled, without giving notice of default and without the intervention of a court of law, immediately to repossess the Products which are the Seller's property and to enter the buildings and/or sites where the Products are situated.
- 15. BUYER'S REQUIREMENTS**
- Products included in a quotation are based on the Seller's interpretation of a Purchase Order, which are subject to verification by the Buyer or its representative. The Buyer shall be solely responsible for the accuracy of any Purchase Order submitted to the Seller and the Seller shall not be liable for Products not conforming to the Buyer's requirements or additional costs, if such are due to the fact that the information submitted to the Seller by the Buyer did not correspond to the actual circumstances or was incomplete.
- 16. RETURNS**
- i. The Seller reserves the right to levy a reasonable administration charge in respect of Product returns where no defects in materials or workmanship are found.
- ii. Returns are subject to the following : (a) prior authority having been obtained from the Seller, which will be given at the Seller's sole discretion ; (b) the request for a return must be made via a Customer Return Authorization form ("CRA" form) with details of the Products, quality and the reason for return, and the Products in question must be returned within five (5) days of the authority to return; (c) The Seller's stock rotation privileges with the Manufacturer; (d) the Products must be properly packed (original packaging); and (e) the Products must be in a saleable condition. The Seller reserves the right to reject any Products, which do not comply with the terms set out above.
- 17. DEFECTIVE RETURNS**
- i. Products are accompanied by the Manufacturer's warranty. The Manufacturer reserves the right to change the warranty and service procedures set forth in such warranty or otherwise for Products not yet sold by the Buyer at any time without liability to the Buyer or to any other person by reason of any such change.
- ii. The Buyer shall advise the Seller of any defect in Products delivered hereunder within twenty one (21) days of the invoice date and, without deduction or offset, upon obtaining prior authorization of the Seller, the Buyer may return Products found to be defective for replacement. The Seller reserves the right to require the Buyer to return defective Products directly to the Manufacturer for replacement in accordance with the Manufacturer's policy for Product return.
- iii. The Buyer must pay return freight to either the Seller's warehouse or the Manufacturer's premises. The return freight will be borne by the Seller or the Manufacturer. All returns must be sent only on receipt of a Return Material Authorisation ("RMA") number in advance and be returned in a) original packaging, b) re-saleable condition, complete and unused. Defective and Dead on Arrival ("DOA") returns are to be tested and Products found not to be defective will be returned to the Buyer and charged freight for both inbound and outbound transit. Credit memos will be issued for defective returns.
- iv. The Buyer shall bear the risk of loss or damage during transit and shall insure the same accordingly. The Manufacturer shall not be obligated to repair or replace Products rendered defective in whole or in part, by causes external to the Products, such as, but not limited to, in-transit damage, catastrophe, power failure or transients, over voltage on interface, environmental extremes, improper use, maintenance and application of Products, or use of unauthorized parts. The Buyer is expected to insure or bear the losses due to above reasons.
- 18. WARRANTIES**
- i. The Buyer understands that the Seller is not the Manufacturer of the Products. Accordingly, all Products are sold subject to the express warranty terms, if any, specified by the original Manufacturer of the Products.
- ii. The Buyer will ensure that any documentation including but not limited to express warranty terms, provided with the Products, including any benefits related thereto, are passed on to its customers from the original Manufacturer of the Products. Any Third-Party Software supplied to the Buyer pursuant to a Contract is supplied subject to the provisions of the Manufacturer's licensing terms. Any warranty can be furnished to the Buyer upon written request to the Seller.
- iii. The Buyer may not make or pass on, and shall take all measures necessary to ensure that neither it nor any of its agents or employees shall make or pass on, any warranty or representation relating to a Product on behalf of the Seller or the Manufacturer to its customers.
- 19. BUYER'S REMEDIES**
- The Buyer's remedies for any defects in the Products covered by the Seller's quotation are limited to the express terms of the Manufacturer's warranty and are subject to any exclusions and limitations contained in Manufacturer's terms and conditions to the Seller including, without limitation, the time within warranty claims must be made and as to the amount or nature of damages which may be claimed. A copy of such terms and conditions will be furnished upon written request. IN ANY EVENT, THE SELLER SHALL NOT BE LIABLE FOR CLAIMS FOR CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE, SALE, FABRICATION, REMOVING, RETURNING OR REPLACING OF THE PRODUCTS COVERED BY THE SELLER'S QUOTATION WHICH ARE FOUND TO BE DEFECTIVE. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Failure to deliver such notice in writing in due time to the Seller shall be deemed to be a waiver of all claims for such shortages. Finally, no Product may be returned to the Seller without the written consent of the Seller and all Products that are returned must have consigned insurance and carriage prepaid and be packed in their original packing.
- 21. MODIFICATION OF CONTRACT**
- No terms and conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify these Terms and Conditions, whether contained in Buyer's purchase or shipping release forms or elsewhere, shall be binding on the Seller hereinafter, unless made in writing and signed by its authorised representative.
- 22. DOCUMENTATION/SPECIFICATION**
- i. Mention of a Product or Services in any catalogue or price list does not necessarily imply that the Product and Services are available for sale and the Seller reserves the right at all times to discontinue the sale of any Product or Services.
- ii. Unless otherwise specifically stated, specification of the Products shall be the Seller's standard specification for the country concerned in force at the time of the Purchase Order. The Seller reserves the right to make any alterations in the specifications or design of any Product. It also reserves the right to deliver Products meeting the altered specification or design in fulfilment of any Purchase Order for Products of a previous specification or design, provided the altered Products are not materially different from and are designed for the same purpose as the ordered Products.
- 23. LIMITATION OF LIABILITY**
- The Seller's liability for any direct loss or damage arising out of these Terms and Conditions and any Contract shall be limited to and shall under no circumstances exceed the price paid by the Buyer for the Products giving rise to the claim (excluding VAT). The Seller shall have no liability under these Terms and Conditions or any Contract, if the Seller has not received payment of the total invoice price of the Products giving rise to the claim.
- 24. COMPLIANCE WITH EXPORT CONTROL**
- i. The Buyer acknowledges that the Products and Services purchased from the Seller may be subject to export control laws and regulations of the United States of America, including but not limited to the Export Administration Regulations ("EAR"), and sanctions regimes of the US Department of Treasury, Office of Foreign Assets Controls. The Buyer agrees to comply with these laws and regulations.
- ii. The Buyer undertakes not to export, re-export, or transfer any Products received from the Seller, either directly or indirectly without the U.S. government's authorization:
- to any country subject to a US trade embargo (currently Cuba, Iran, North Korea, Sudan and Syria) or to any resident or national of any such country; or
 - to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the US Department of Commerce, or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the US Department of Treasury to any end user engaged in activities related to weapons of mass destruction including but not limited to i) the design, development, production, or use of nuclear materials or facilities, or nuclear weapons; ii) the design, development, production, or use of missiles or support of missiles projects; and iii) the design, development, production, or use of chemical or biological weapons;
- iii. The Buyer agrees not to sell transfer, or re-export the Products to, or for government end users other than those of, or in:
- Austria, Australia, Belgium, Canada, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Latvia, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, United States of America without prior authorization from the Seller's local and US government.
- iv. The Buyer agrees not to supply encryption network services (e.g. running a virtual private network) using restricted products, to government end-users other than those of, or in:
- Austria, Australia, Belgium, Canada, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Japan, Latvia, Lithuania, Luxembourg, Malta, Netherlands, New Zealand, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, United States without prior authorization from the Seller's local and US government.
- v. The Buyer agrees to notify the current and subsequent consignees and end users of the foregoing conditions.
- vi. The Products are subject to applicable national or International Export Control Regulations. Authorization may be required due to the end user and/or end use of the Products.

- vii. The Buyer undertakes to indemnify the Seller and the Seller's Manufacturer for all claims made against them for the Buyer's failure to comply with the applicable export control Regulations procedures as detailed above. This indemnification covers any losses, damages, or penalties resulting from non-compliance with export control regulations."

25. COMPLIANCE WITH ANTI-CORRUPTION & ANTI-BRIBERY LAWS

- i. The Buyer agrees to comply with all applicable foreign or domestic anti-bribery and/or anti-corruption laws, regulations and legislative and/or regulatory requirements, as amended from time to time, including but not limited to the Anti-Bribery Law issued by Royal Decree No. M/36 (as amended from time to time) dated 28/12/1412H (corresponding to 01/07/1992G), the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 and any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions ("Anti-Corruption Laws"). The Buyer agrees to refrain from engaging in any illegal, unfair or deceptive trade practices, unethical business practices, and making any representation inconsistent with the specifications provided by the Seller. The Buyer shall not and shall require that all of its personnel shall not, directly or indirectly, pay, offer, promise to pay or authorize the payment of, any monies or financial or other advantage in violation of the Anti-Corruption Laws. Further, the Buyer warrants and undertakes that it has not and shall procure that all of its personnel have not taken or will take, directly or indirectly, any action that would cause the other Party hereto or its officers, directors, employees and/or affiliates to be in violation of the Anti-Corruption Laws.
- ii. The Buyer warrants that it shall require that its Indirect Resellers/end users comply with the Anti-Corruption Laws and undertakes to obtain a written agreement from each Indirect Reseller to comply with the Anti-Corruption Laws.
- iii. Notwithstanding any other clause herein, the Buyer shall indemnify the Seller against all liabilities, costs, losses, liabilities, fees, penalties and expenses (including legal expenses) resulting from any claims, legal proceedings, suit or investigation of any kind arising from any breach of this Section 25 by the Buyer or an Indirect Reseller.
- iv. In the event of any breach of this clause 25, the Seller reserves the right to terminate the Contract immediately and seek damages for any losses incurred as a result of such breach

26. INDEMNITY

The Buyer shall defend and indemnify the Seller against all third party claims, legal proceedings, suits, losses, damages, liabilities, costs, and expenses (including reasonable legal expenses and fees) resulting from or relating to: (a) claims made against the Seller by end users or Indirect Resellers for acts or omissions made by the Buyer including any representations, warranties, guarantees, or other written or oral statements made by or on behalf of the Buyer relating to the Products, related documentation and/or Services; (b) the Buyer's failure to comply with any Applicable Law or regulations; (c) the Buyer's modification of the Products, whether authorized by the Seller or not, and any claim against the Seller in connection with any unauthorized installation, use, copying, access or distribution of any Product that the Seller has provided to the Buyer; (d) any alleged infringement or misappropriation of any intellectual property rights of any third party based on or related to Product modifications, and/or (e) the Buyer's failure to comply with Clause 18 (II) and (III) of these Terms and Conditions. The Seller will give the Buyer prompt written notice of such claim and will provide the Buyer with related information and reasonable assistance.

27. CONFIDENTIALITY

- i. Each Party agrees that all business, technical, financial and other information that it ("Receiving Party") obtains from the other ("Disclosing Party") is the confidential property ("Confidential Information") of the Disclosing Party. Confidential Information includes, but is not limited to, trade secrets, business plans, financial information, product designs, and customer lists. Except as expressly and unambiguously allowed herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information of the Disclosing Party and shall similarly bind its employees in writing. This obligation shall continue for a period of five (5) years following the termination of the Contract. Each Party may disclose Confidential Information of the other to the Receiving Party's parent company and affiliates, provided that employees receiving such Confidential Information are bound by confidentiality obligations at least as restrictive as those contained herein. Upon request of the Disclosing Party, the Receiving Party will return to the Disclosing Party or destroy (and certify such destruction) all Confidential Information of such Disclosing Party, documents and media containing such Confidential Information and any and all copies or extracts thereof.
- ii. In the event of a breach of any confidentiality obligation arising from these Terms and Conditions, the Party breaching the obligation shall pay the other Party on demand, the amount of [USD50,000] (in words: fifty thousand United States Dollar) which is a reasonable pre-estimate of the loss and damage suffered by the other Party as a result of that breach. Noting however that this will not exclude the non-breaching Party from seeking other remedies available under Applicable Law.

28. FORCE MAJEURE.

Neither Party shall be liable to the other for a failure to perform any of its obligations under a Contract and these Terms and Conditions, except for payment obligations due to circumstances beyond its reasonable control, including but not limited to acts of God, war, riots, labour conflicts, natural catastrophes, legislative or administrative actions, and other unavoidable contingencies. The affected Party must notify the other Party in writing within five (5) Working Days of the occurrence of such an event, detailing the nature of the force majeure event and its expected duration. The Parties shall use all reasonable endeavors to mitigate the effects of the force majeure event.

29. DATA PROTECTION

The Buyer and the Seller agree to comply with all applicable data protection laws and regulations, including but not limited to the Personal Data Protection Law (PDPL) of Saudi Arabia. Each Party shall ensure that any personal data shared under this Contract is processed in accordance with such laws and regulations.

30. INTELLECTUALPROPERTY RIGHTS

All intellectual property rights in the Products and any related documentation provided by the Seller to the Buyer shall remain the property of the Seller or the Manufacturer. The Buyer shall not use, copy, or distribute any such intellectual property without the prior written consent of the Seller



Partner Success. It's what we do.

GOVERNING LAW AND DISPUTE RESOLUTION

These Terms and Conditions shall be interpreted and governed in accordance with the laws of the Kingdom of Saudi Arabia.

The Seller and the Buyer hereby consent that any dispute, controversy or claim arising out of or relating to these terms and conditions shall be settled by Saudi Arabian courts.

The above Terms and Conditions supersede any previous version issued earlier.

Agreed for and on behalf of Buyer:

Buyer _____
Signature _____
Name _____
Title _____
Date _____