

PO TERMS AND CONDITIONS CONTENTS

1 Definitions

1.1 In these terms and conditions (the "**Terms and Conditions**") the following words and expressions shall, except where the context otherwise requires, have the following meanings:

"Business Day"	means any day on which banks generally are open in the Kingdom of Saudi Arabia for the transaction of normal banking business;
"Change in Control"	means in respect of any Party (other than, in respect of the Company, as part of any intra-group reorganization): <ul style="list-style-type: none">(a) its consolidation or merger with any individual or body corporate;(b) its conveyance, transfer or lease of substantially all of its assets in their entirety to any individual or body corporate; or(c) a change in ownership of its or any holding company's shares or other voting interests, whereby the present owners of those interests cease to possess the power and authority through those interests or otherwise to exercise a controlling influence over its management.
"Change Order"	shall have the meaning given to such term in clause 2.5
"Company"	means whichever of the following as specified in the Purchase Order: (i) Saudi Chevron Phillips Company, a limited liability company organized and existing under the law of the Kingdom of Saudi Arabia with its offices at Jubail Industrial City and registered under company registration number 2055003839; and/or (ii) Jubail Chevron Phillips Company, a limited liability company organized and existing under the law of the Kingdom of Saudi Arabia with its offices at Jubail Industrial City and registered under company registration number 2055005901; and/or (iii) Saudi Polymers Company, a limited liability company organized and existing under the law of the Kingdom of Saudi Arabia with its offices at Jubail Industrial City and registered under company registration number 2055008886 (each a " Company " and together the " Companies ");
"Contract"	means these Terms and Conditions and the Purchase Order and all schedules, exhibits, attachments, or appendices specifically referenced herein and therein.
"Defective"	means not conforming to the warranties in clause 9.
"Defective Materials"	means materials shipped by Supplier to Company pursuant to a Contract which do not conform with the warranties set out in clause 9.
"Delivery Date"	means the delivery date for Materials ordered hereunder that is set forth in the Purchase Order.
"Delivery Location"	means the delivery address/location specified in the Purchase Order.
"Effective Date"	means the date of acceptance (or deemed acceptance) of the Purchase Order by the Supplier in accordance with clause 2.2
"Event of Force Majeure"	means Acts of God, acts or restraints or governmental authorities, fire, explosions, storms, wars, hostilities, blockades, public disorders, epidemics or pandemics if declared by an official organization qualified to make such a declaration (including, but not limited to, the World Health Organization ("WHO") and/or the Ministry of Health in Saudi Arabia), quarantine restrictions, embargoes, other disturbances, loss of shortage of transportation

facilities, breakdown of machinery and equipment not caused by the negligence of the Party rendered unable to perform its obligations, or any other act, event, cause or occurrence rendering a Party unable to perform its obligations which is not within the reasonable control of such Party.

“Excess Materials”	means Materials that, when counted together with all other Materials having the same Specifications/model and received by Company under the same Purchase Order, are in excess of the quantities of the Materials ordered under that Purchase Order.
“Exhibits”	means the exhibits as specified in the relevant Purchase Order.
“Incoterms”	means the international rules for the interpretation of trade terms as published by the International Chamber of Commerce, 2020 edition or such later edition as is in effect as at the date on which the Purchase Order is agreed.
“LCIA”	London Court of International Arbitration
“Materials”	means the materials specified in the Purchase Order.
“Nonconforming Materials”	means any Materials received by Company from Supplier that: (i) do not conform to the Specifications/models listed in the Purchase Order; or (ii) on visual inspection, Company determines are otherwise Defective. Where the context requires, Nonconforming Materials are deemed to be Materials for the purposes of this Contract.
“Notice”	has the meaning given to such term in clause 20.1
“Party”	means the Company or the Supplier, as the context requires, and any assignee or successor of either of them (and “Parties” means both of them);
“Price”	means the price for the Materials set out in the Purchase Order.
“Purchase Order”	shall have the meaning given to such term in clause 2.1.
“Specifications”	means the specifications for the Materials set out in the Purchase Order.
“Supplier”	shall be the company or other legal entity named in the relevant Purchase Order.

1.2 In these Terms and Conditions (except where the context otherwise expressly provides):

- (a) any reference to a clause, exhibit or appendix is to the relevant clause, exhibit or appendix to these Terms and Conditions and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph in which it appears;
- (b) words importing the singular only also include the plural and vice versa.
- (c) any reference to a "Party" is to a party to the Contract and shall include that person's successors in title and assigns permitted in accordance with these Terms and Conditions; and
- (d) any reference to an agreement or other document or provisions thereof is a reference thereto as it is in force for the time being and from time to time as amended, supplemented, novated, or replaced.

1.3 Headings and the table of contents are inserted for convenience only and shall not affect the construction of these Terms and Conditions or the Contract.

1.4 All references to calendar dates herein shall be deemed references to the Gregorian calendar and the mathematically calculated equivalent of the Hijri calendar.

- 1.5 Any reference to "include" or "including" (or any similar term) is not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.
- 1.6 Any reference to a person shall include any individual, firm, body corporate, association, joint venture, partnership, government, state or agency of state, in each case whether or not having a separate legal personality. Reference to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established.

2 Scope and Order Procedure

- 2.1 All agreements for the purchase of Materials will be entered into and confirmed by means of the issuance of an official written purchase order ("**Purchase Order**") whereby the Terms and Conditions shall be incorporated by reference in the Purchase Order.
- 2.2 Supplier shall confirm to Company the receipt of the Purchase Order issued hereunder (each, a "**Confirmation**") within [three (3)] [Business Days] following Supplier's receipt thereof by Notice via email. Each Confirmation must reference Company's Purchase Order number, confirm acceptance of the Purchase Order or, solely if permitted under this clause 2.2, advise Company of Supplier's rejection of such Purchase Order. If Supplier fails to issue a Confirmation within the time set forth in the first sentence of this clause 2.2, or otherwise commences performance under such Purchase Order, Supplier will be deemed to have accepted the Purchase Order. Company may withdraw the Purchase Order prior to Supplier's acceptance (or deemed acceptance) thereof. Supplier may only reject a Purchase Order if:
- (a) Supplier has sent Company a Notice of termination under clause 6.5; or
 - (b) Supplier is unwilling to accept any terms or conditions in the applicable Purchase Order that supplement those contained in this Contract.
- 2.3 In addition to its rights under clause 6.2 to terminate the Contract, Company may, in its sole discretion, on Notice to Supplier, without liability or penalty, terminate the Contract with or without cause effective immediately or otherwise as specified in such Notice.
- 2.4 If the Contract is terminated under this clause 2 or clause 6.2, in accordance with Company's written direction, Supplier shall immediately:
- (a) cease work and purchasing materials relating to fulfilling the Contract, subject to the terms and conditions of this clause 2.4; and
 - (b) deliver to Company on request all or any portion of Materials under the Contract at the Price.
- 2.5 Company may, on Notice to Supplier, request changes to a Purchase Order. Within three (3) Business Days after receiving the request, Supplier shall submit to Company its good faith description of the impact of such changes on the Contract. Company may then submit an amended purchase order reflecting all Company accepted changes ("**Change Order**").
- 2.6 The Supplier shall be deemed to have obtained, before entering into the Contract, all requisite information relating to the supply of the Materials to the Company, and any other relevant matter of whatever nature including any authorizations, permits, consents or permissions required by any applicable law (statutory, regulatory or otherwise) to supply the Materials. The Company shall not be liable for any failure by the Supplier to obtain any such information and any such failure will not relieve the Supplier from its obligations under the Contract.

3 Materials, Shipment and Delivery

- 3.1 The Materials supplied by the Supplier must conform to the agreed specifications under this Contract and be suitable for their purpose and of the best quality or of the quality specified by the Company. Except as directed by the Company, such Materials must conform to the relevant government standards and laws, or in the absence of any such standards or laws, to the relevant international standard specifications approved by the Company. The Company may at any time carry out tests and inspections of any Materials and may reject any Materials if

in its opinion they are unsuitable. The Supplier hereby expressly agrees and understands that any changes to the specifications of the Materials must only occur if the Company requests for change in accordance with Clause 2.5 above. The Company further reserves the right to reject, return or otherwise destroy the off-spec Materials in whatever manner it deems appropriate, and the Supplier, in addition to the indemnity provided herein, hereby agrees to indemnify the Company of all costs, damages and claims thereto.

- 3.2 The Supplier shall, if so required by the Company, arrange for the inspection and testing of Materials by or on behalf of the Company at any Supplier's site. The Supplier shall be responsible for the cost of tests where the Materials under test have been found to be unsatisfactory or where tests have been specified in the Contract. Any inspection of the Materials will not be deemed to be acceptance of the Materials or a waiver of any of Company's other rights or remedies, including its right to reject.
- 3.3 Subject to clause 8, time, quantity, and delivery to the Delivery Location are of the essence under this Contract. Supplier shall assemble, pack, mark, and ship the Materials strictly in the quantities, by the methods, to the Delivery Locations, and by the Delivery Dates, specified in the Purchase Order and/or Change Order. Delivery times will be measured to the time that Materials are actually received at the Delivery Location. If Seller does not comply with any of its delivery obligations under this clause 3.3, without limiting Company's other rights under this Contract or applicable law, Company may, in Company's sole discretion and at Supplier's sole cost and expense:
- (a) approve a revised Delivery Date;
 - (b) require expedited or premium shipment; or
 - (c) terminate the relevant Contract immediately by providing written notice to Supplier and Supplier shall indemnify Company against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Materials by the Delivery Date (including any additional costs incurred by the Company in purchasing replacement materials from a third party).

Unless otherwise expressly agreed to by the Parties in writing, Supplier may not make partial shipments of Materials to Company.

- 3.4 Supplier shall promptly provide Notice to Company of any failure by Supplier to perform any of its obligations under this Contract or any delay in delivery of the Materials by the Delivery Date.
- 3.5 Supplier shall properly pack, mark, and ship Materials as instructed by Company and otherwise in accordance with applicable law and industry standards and shall provide Company with shipment documentation showing the Purchase Order number, Supplier's identification number for the subject Materials, the quantity of pieces in shipment, the number of cartons or containers in shipment, Supplier's name, the bill of lading number, and the country of origin.
- 3.6 To the extent that any Materials delivered by the Supplier are of a hazardous or toxic nature, the Supplier shall clearly mark any such Materials with the appropriate international danger symbol(s). Transport and other documents must include a declaration of the hazard and a description of the Materials in English.
- 3.7 The Materials will be delivered as per the Incoterms specified in the Purchase Order. Title and risk of loss to the Materials shipped under the Purchase Order will pass to Company in accordance with the Incoterms, expect that if Materials includes installations, title and risk of loss will pass to Company at such time when the Materials have been incorporated into and become part of the Company facility.
- 3.8 If Company determines, in its sole discretion, that Materials delivered under this Contract are Nonconforming Materials or Excess Materials, Company may, at its option:
- (a) if such Materials are Nonconforming Materials, either:
 - (i) reject the Nonconforming Materials (including entire lots of Materials) for a refund plus any inspection, test, shipping, handling, and transportation charges paid by Company; or
 - (ii) require prompt correction or replacement of such Materials on Company's written instruction,

- (b) if such Materials are Excess Materials, reject such Excess Materials for a refund, plus any inspection, test, shipping, handling, and transportation charges paid by Buyer; or
- (c) in either case, retain such Materials.

In each case the exercise by Company of any other rights available to Company under this Contract or pursuant to applicable law shall not be limited. Company shall ship from any location, at Supplier's expense and risk of loss, the Nonconforming Materials or Excess Materials to the nearest authorized Supplier location. If Company exercises its option to replace Nonconforming Materials, Supplier shall, ship to Company, at Supplier's expense and risk of loss, the replacement Materials to a Delivery Location or any other location as determined by the Company (at its option) in a timely manner and without waiting for the receipt of the Nonconforming Materials.

- 3.9 The Supplier agrees that final inspection and acceptance of the Materials will be at the Company facility unless otherwise agreed by the Parties in writing.

4 Contract Price

- 4.1 The Company shall pay or cause to be paid to the Supplier the Price for the Materials delivered to the Company. Unless otherwise stated in the Purchase Order, the price shall be in [*insert currency*] payable in respect of the delivery of the Materials.
- 4.2 Supplier shall submit their final invoices to Company within thirty (30) calendar days from the Delivery Date. If final invoices are not received within such period (with no clear justification acceptable to the Company), Supplier acknowledges and agrees that an overall discount of ten percent (10 %) shall be applied on the total verified value of the relevant invoice.
- 4.3 The Supplier shall be liable for all taxes, zakat, imposts, duties, withholding taxes, charges, gross business taxes, custom duties and any payments due under applicable laws in relation to the Materials. The Supplier shall indemnify and hold harmless the Company from any claim, demand, action, liability, cost or expense of any nature or kind (including attorneys' fees and costs of settlement) resulting from the Supplier's failure to comply fully with the requirements of such laws or contracts.

5 Confidentiality and Invention Agreement

- 5.1 All technical data, standards, specifications and any information and documents on any media and in any format furnished by the Company for use by the Supplier, are confidential information and shall continue to be the property of the Company and shall not be reproduced or copied in whole or in part or used for any purpose except to the extent required for performance of the Supplier's obligations under the Contract and shall be returned upon completion of or termination of this Contract (including any copies). Likewise, Supplier agrees that all technical or business information and all other work product (collectively "**Work Product**") developed for Company in connection with the Materials will be used solely for the supply of the Materials and will be held in confidence and not disclosed to any person or persons without the prior written consent of Company, except to Supplier's employees, and if applicable sub-suppliers. Such Work Product, including all patent rights and copyrights therein, will be Company's property and may be used or transferred by Company in any manner it finds appropriate. Any and all such Work Product will be delivered to Company upon request or upon completion or termination of this Contract.
- 5.2 Supplier, its sub-suppliers, and their respective officers, employees, representatives, agents or guests will not make any broadcast, press release, advertisement, public disclosure or other public announcement or statement concerning the existence or terms of this Contract or the relationship between Company and Supplier, including the use of Company's name or hallmark, in advertisements, marketing materials, press release or other documentation or announcements. No photographs, films, videos or similar visual depictions of the Company's premises are to be taken by Supplier, its sub-suppliers, or their respective officers, employees, representatives, agents or guests, without the prior written approval of the Company.
- 5.3 Supplier, its employees, servants or agents shall keep confidential the confidential information described in clause 5.1 disclosed to it by the Company and shall not divulge or disclose any such confidential information to any third party. However, Supplier's obligations of limited-use and non-disclosure set forth within this

Contract shall survive the termination or expiration of this Contract. Notwithstanding the foregoing, the Supplier shall be entitled to disclose confidential information received from the Company hereunder to:

- (a) its sub-suppliers to the extent reasonably required in connection with the supply of the Materials provided that such sub-suppliers have undertaken to keep such confidential information confidential on equivalent terms of confidentiality and to use it only for the purposes for which it has been disclosed;
- (b) its professional and financial advisers and lenders to the extent reasonably required in the context of providing the Materials, subject to appropriate undertakings of confidentiality; and
- (c) the extent required to be disclosed by any competent legal or regulatory authority or any internationally recognized stock exchange.

5.4 The restrictions in clause 5.3 shall not apply to confidential information which:

- (d) is at the date of commencement of the Contract in the public domain or at any time thereafter comes into the public domain other than through a breach of the Contract by the Supplier;
- (a) comes lawfully into the possession of the Supplier from a third party other than one who possesses such confidential information as a result of a breach of any obligation of confidentiality to the Company; or
- (b) can be shown by the Supplier to the reasonable satisfaction of the Company to have been known by the Supplier before disclosure by the Company.

6 Term and Termination

6.1 The Contract shall become effective on the Effective Date and shall continue in full force and effect until the date that the Supplier's obligations are completed in accordance with this Contract, unless terminated earlier as herein permitted.

6.2 The Contract may be terminated by the Company in the following circumstances:

- (a) The Company may terminate the Contract forthwith if the Supplier abandons the Contract or, without reasonable cause, fails to commence the performance of the Contract or suspends the performance of the Contract.
- (b) If the Supplier commits a material breach of any term of the Contract, then the Company may request in writing that the Supplier rectifies the situation within seven (07) days. If the Supplier does not rectify the breach within seven (07) days then the Company may terminate the Contract on giving a further three (03) days' notice in writing.
- (c) if Supplier fails to provide Company, within a commercial reasonable time after Buyer's request (but in no case exceeding seven (07) Business Days after such request) with adequate and reasonable assurance of Supplier's financial and operational capability to timely perform Supplier's obligations under this Contract;
- (d) If the Supplier becomes bankrupt or has a receiving order made against it, or presents his petition in bankruptcy, or makes an arrangement or assignment in favour of his creditors or agrees to carry out the contract under a committee of inspection, or goes into liquidation (other than voluntary liquidation for the purposes of amalgamation or reconstruction), or has execution levied on its goods, the Company may, without prejudice to any other rights available to it, by notice in writing to the Supplier terminate the Contract forthwith.
- (e) If the Supplier or its employees, servants or agents commits any fraud on the Company, or any malpractice or dishonesty, or any conduct which in the opinion of the Company is prejudicial to the Company or the Company's interest, then the Company has the right by giving notice in writing to the Supplier to terminate the Contract forthwith.
- (f) If the Supplier fails to take the required steps following a Change in Control as referred to in clause 7.2.

- 6.3 If the Contract is terminated under clause 6.2, the Company shall pay the Supplier the following amounts, the total of which shall be deemed to be full and final compensation to the Supplier in respect of termination of the Contract:
- (a) any amounts due in respect of Materials satisfactorily accepted by Company prior to the effective date of termination; plus
 - (b) such other sums as may be due to the Supplier pursuant to the terms and conditions of the Contract; less
 - (c) amounts due to the Company from the Supplier under the Contract (including any loss or damage suffered or incurred by the Company in connection with a termination for Supplier breach under clause 7.2) or any other contract or otherwise between the Company and the Supplier.
- 6.4 When notified of termination under clause 6.2, the Supplier shall either immediately or upon such other date as is specified in the termination notice:
- (a) cease to undertake any further work in respect of the Materials;
 - (b) cause to be delivered to the Company:
 - (iii) all materials provided to the Supplier by the Company which relate to the Company or the Materials; and
 - (iv) any materials or work products created by the Supplier (whether or not during working hours) during the provision of the Materials (whether in the course of preparation or completed);
 - (c) deliver to the Company, or its nominee, all technical information, schedules and all other data prepared by the Supplier or any sub-supplier in connection with the Materials and all documents and other data supplied to the Supplier by or on behalf of the Company in connection with the Materials and all copies thereof in its possession.
- 6.5 The Contract may be terminated by the Supplier in the following circumstances:
- (a) If the Company commits a material breach of any term of the Contract, then the Supplier may request in writing that the Company rectifies the situation within seven (07) days. If Company does not rectify the breach within seven (07) days, then the Supplier may terminate the Contract on giving a further seven (07) days' notice in writing.
 - (b) If the Company becomes bankrupt or has a receiving order made against it, or presents his petition in bankruptcy, or makes an arrangement or assignment in favour of his creditors or agrees to carry out the contract under a committee of inspection, or goes into liquidation (other than voluntary liquidation for the purposes of amalgamation or reconstruction), or has execution levied on its goods, the Supplier may, without prejudice to any other rights available to it, by notice in writing to the Company terminate the Contract forthwith.
- 6.6 If the Contract is terminated under clause 6.5, the Company shall pay the Supplier the following amounts, the total of which shall be deemed to be full and final compensation to the Supplier in respect of termination of the Contract:
- (a) such sums as are due pursuant to the Contract in respect of Materials satisfactorily provided prior to the effective date of termination; plus
 - (b) all costs necessarily incurred or committed by the Supplier in connection with the supply of the Materials prior to the effective date of termination.
- 6.7 The termination of the Contract shall not prejudice or affect any accrued rights or remedies of the Parties. Clauses 3.1, 5, 9, 10, 13, 14 to 18 (inclusive), 20 and 21 shall survive termination of the Contract.

7 Change in Control

- 7.1 If the Supplier becomes aware that a Change in Control will, or is likely to, occur and that, as a result of such Change in Control, the provision of the Materials may be detrimentally affected, then the Supplier shall as soon as is reasonably practicable notify the Company of such Change in Control.
- 7.2 Where the Supplier is subject to a Change in Control, the Company may (in its absolute discretion) require the Supplier (at the Supplier's own expense) to take any steps as would be necessary to enable the continued supply of the Materials at an acceptable level. Where the Supplier is unable or unwilling to take such steps, the Company shall be entitled on giving reasonable notice to the Supplier to terminate the Contract.

8 Force Majeure

- 8.1 If either Party (the "**Affected Party**") is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an Event of Force Majeure, then it shall within ten (10) days after the first happening of such Event of Force Majeure notify the other Party in writing of the occurrence of such Event of Force Majeure and the way in which and the extent to which its obligations are prevented or impeded by such Event of Force Majeure.
- 8.2 The Affected Party shall, provided the Event of Force Majeure arises without there being any negligence or fault on the part of the Affected Party, be excused from the performance of its obligations under the Contract for so long as the relevant Event of Force Majeure continues and to the extent that the Affected Party's performance is prevented, hindered or delayed without any such delay or non-performance constituting a breach of the Contract or giving rise to any claim for damages.
- 8.3 The Affected Party shall use reasonable efforts to limit the effects of such Event of Force Majeure upon its performance of the Contract and to fulfill its obligations under the Contract and shall notify the other Party immediately of the cessation of the Event of Force Majeure.
- 8.4 If any Event of Force Majeure occurs, the date(s) for performance of the obligations of the Affected Party shall be postponed for so long as is made necessary by the Event of Force Majeure provided that if any Event of Force Majeure continues or would reasonably be expected to continue for a period of or exceeding two (2) months, the non-affected Party shall have the right to terminate the Contract forthwith on written notice to the affected Party.
- 8.5 A strike or go slow or obstructive conduct of work by any of the Supplier's staff shall not be deemed to be an Event of Force Majeure.

9 Warranties

- 9.1 Supplier warrants and represents to Company that:
- (a) for a period of eighteen 18 months from the Delivery Date (the "**Warranty Period**"), all Materials are fit and safe for use consistent with and will conform to the Specifications and any applicable laws and will be free from defects in design, material, and workmanship.
 - (b) as of the time of delivery to Company, Supplier will convey good title to any Materials delivered to Company under this Contract free and clear from any lien, claim, restrictions, reservations, security interests or encumbrance.
 - (c) any data made available by Supplier to Company relative to the nature of the Materials will have been carefully prepared in accordance with generally accepted scientific standards. If Company's receipt of the Materials is prefaced by Company's evaluation and approval of a sample supplied for that purpose, the Materials delivered will conform to the approved sample.
 - (d) it has any consents, licenses and authorizations necessary for the supply of the Materials.
- 9.2 During the Warranty Period, if the Materials do not comply with the warranties in this Contract, in addition to other remedies available at law or in this Contract, Supplier shall at its sole expense and at Company's discretion:

- (a) repair, replace or otherwise correct in a manner acceptable to Company such Defective Materials; or
 - (b) credit or refund the Price of such Defective Materials plus any inspection, test and transportation charges paid by Company, less any applicable discounts, rebates, or credits.
- 9.3 If any Materials is replaced and/or corrective work is performed under this warranty, the warranty will also apply to any defect or non-conformity in the replaced Materials and/or the corrective work that is discovered within twelve (12) months following the delivery of the replaced Materials or the said corrective work.
- 9.4 If the Supplier fails to repair or replace the Materials in a timely manner in accordance with clause 9.2(a) the Company may, at its option and in addition to and without in any manner affecting any other right or remedy which it may have under the Contract, serve upon the Supplier a written notice requiring the Supplier to cause such default to be corrected forthwith. Unless within forty-five (45) days after service of such notice, such default shall be corrected or arrangements satisfactory to the Company shall be made, then the Company shall have the right to:
 - (a) terminate the Contract;
 - (b) take over and complete the repair of the Materials either through a third party or otherwise; and/or
 - (c) appoint a third-party supplier to provide replacement materials that conform to the Materialsin each case, without waiver of any claims for damages which the Company may have against the Supplier. Any costs incurred by the Company in exercising its rights under this clause may be offset against any payment due or to become due to the Supplier under the Contract.
- 9.5 Without relieving Supplier of its obligations under this Contract, including, without limitation, Supplier's obligations under Clause 9.2 and 10.3, Supplier will assign or cause to be assigned to Company any manufacturer's warranty which it has received on any Material provided under this Contract to the extent assignable.
- 9.6 Supplier will promptly deliver written notice or verbal notice followed by written notice of any recall of any Materials. Without prejudice to the Company's rights under this clause 9 Supplier will promptly replace any such recalled Materials as soon as practicable with comparable products not subject to such recall.

10 Indemnity, Insurance and Disclaimer

- 10.1 Supplier agrees to release, relinquish, and discharge, and agrees to indemnify and defend Company from and against all claims for injury to or death of employees, agents, or other persons (e.g., guests) relating to Supplier or Supplier's sub-suppliers arising out of any diagnosis, treatment, medical evacuation, provision of pharmaceutical products or medical supplies furnished or rendered by Company to such persons in connection with performance of the Contract or in connection with the presence of such persons on Company's premises.
- 10.2 Supplier shall assume entire responsibility for and shall indemnify and hold the Company harmless against all losses, liabilities, claims, costs and expenses whatsoever including claims of personal injury, death, or property damage, and howsoever caused which result from the fault, strict liability, negligence, breach of contract, breach of warranty, violation of law, act or omission of a Supplier or any of Supplier's sub-suppliers, or any of their respective employees, agents, or invitees in the performance or non-performance of a Contract.
- 10.3 Supplier shall indemnify and defend Company from and against any claims arising out of alleged or actual infringement or misappropriation of any patent, trademarks, copyrights, or alleged or actual misuse of any trade secret or other confidential information, relating to the supply of the Materials. Company will have the right at its discretion to be represented by its own counsel and participate in the defense of any action. Neither Supplier nor Company will settle or compromise any such litigation without the consent of the other if such settlement or compromise obligations the other to make any payment or part with any property or assume any obligation or grant any license or other rights or be subject to any injunction by reasons of such settlement or compromise. In the event that legal proceedings are brought against the Company for any claims noted in this clause above, then Supplier will, at its expense, procure for the Company the right to use the infringing Materials, replace or modify the infringing Materials so that it becomes non-infringing while continuing to fulfill Company's

requirements or at Company's request, accept the cancellation and return (at Supplier's expense) of infringing Materials without Company having any cancellation liability and refund to the Company any amount paid for such infringing Materials.

- 10.4 IN NO EVENT WILL COMPANY BE DEEMED LIABLE TO SUPPLIER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, ANTICIPATED PROFITS OR BUSINESS INTERRUPTIONS, HOWSOEVER THEY MAY BE CAUSED.
- 10.5 The Supplier, wherever applicable, shall have in place contracts of insurance with reputable insurers incorporated in the Kingdom of Saudi Arabia or such other country by agreement in writing with Company insuring the Materials and any of Company's materials in the Supplier's possession against the usual risks, including accident, fire and theft, for their full replacement value until the risk in them passes to Company, and insuring against all other risks that a prudent supplier should consider reasonable. On request, the Supplier shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Supplier shall on request assign to Company the benefit of such insurance.

11 Safety and Loss Prevention

- 11.1 Supplier shall inform its employees, sub-suppliers and agents of, and shall comply with, all applicable health and safety standards, codes and regulations. If such standards, codes or regulations do not adequately protect against the hazards arising from the supply of the Materials, Supplier, its sub-suppliers and agents, shall adopt appropriate practices that protect them and their respective employees against such hazards.
- 11.2 Supplier shall be responsible for an ongoing safety and loss prevention program during the performance of its obligations under this Contract, and shall ensure that each of its employees, sub-suppliers and agents has been properly trained and indoctrinated into such program. Failure on the part of Supplier to maintain an ongoing safety and loss prevention program shall be a material breach of this Contract entitling Company to immediately terminate this Contract and/or any Purchase Order.
- 11.3 If for any reason the Supplier, employees, sub-suppliers or agents are present on Company's Site or in areas of existing Company facilities, Supplier, its employees, sub-suppliers and agents, shall adhere to, comply with and enforce all rules, regulations, requirements of Company (including without limitation to any Site-specific rules, regulations, requirements, and conditions) and any revisions pertaining thereto for which Supplier has been provided notice prior to or during its performance of the Contract. Noncompliance with Company's rules, regulations, requirements or conditions set forth herein shall be a material breach of this Contract entitling Company to immediately terminate this Contract including the Purchase Order and/or any Change Order.
- 11.4 Supplier acknowledges and agrees that Supplier shall be solely responsible for communicating to its employees, sub-suppliers and agents that adherence to Company's rules, regulations, requirements and conditions (particularly those pertaining to safety), is a condition to such employee, sub-supplier, or agent being present on Company's Site.
- 11.5 Where applicable, Supplier agrees to act in accordance with Safety and Security Instructions of the Company, while performing any work on the Materials at Company Site. Supplier also agrees to inform its employees, sub-suppliers, agents, or guests to all act in accordance with Company's Safety and Security Instructions.

12 Sub-Contracting and Assignment

- 12.1 The Supplier shall not assign, charge, sub-license or sub-contract to any third party the whole or any part of its obligations hereunder without the prior written approval of the Company. No such approval shall relieve the Supplier from any liability or obligation under the Contract. The Supplier will in any sub-contract incorporate the same terms and conditions as stated in these Terms and Conditions. Any purported assignment or other dealing in breach of this clause shall confer no rights on the purported assignee.
- 12.2 The Supplier shall ensure that similar rights, duties and obligations of the Supplier to the Company under the Contract shall be included in any sub-contract.

- 12.3 The Supplier shall be responsible for the acts, omissions, defaults and negligence of any sub-supplier, its agents, servants or workmen as fully as if they were the acts, omissions, defaults or negligence of the Supplier, its agents, servants or workmen.
- 12.4 The Supplier shall include in every sub-contract a provision prohibiting any further sub-contracting of any portion of the obligations of the sub-contractor unless the sub-contractor first obtains the approval of the Company.
- 12.5 The Supplier shall not be entitled to assign or transfer the Contract or any part hereof or all or any part of its rights, benefits or obligations under the Contract without the prior written consent of the Company.

13 Rights and Remedies Cumulative

- 13.1 No failure or delay by either Party in exercising any right or remedy provided by law or under or pursuant to the Contract shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time. No single or partial exercise of any right or remedy by either Party shall preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy.
- 13.2 The rights, powers and remedies provided by the Contract are cumulative and are in addition to any rights, powers and remedies provided by law.

14 Governing Law, Settlement and Disputes

- 14.1 This Contract, including all documents and exhibits, schedules, attachments, and appendices attached to this Contract and thereto (and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Contract or its formation) shall be governed by and construed in accordance with English law.
- 14.2 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, formation or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English. The arbitration decision shall be final and binding on the Parties.
- 14.3 Notwithstanding any dispute relating to the Contract, the Supplier shall proceed diligently to perform on a timely basis its obligations under the Contract pending final resolution of such dispute. Any failure of the Supplier to proceed on such basis shall be a breach of the Contract for which the Company may terminate the Contract forthwith on giving notice in writing to the Supplier.

15 Waiver

Unless expressly agreed, no variation or waiver of any provision or condition of the Contract shall constitute a general variation or waiver of any provision or condition of the Contract, nor shall it affect any rights, obligations or liabilities under or pursuant to the Contract which have already accrued up to the date of variation or waiver, and the rights and obligations of the Parties under or pursuant to the Contract shall remain in full force and effect, except and only to the extent that they are so varied or waived.

16 Order of Precedence

- 16.1 The express terms and conditions contained in this Contract exclusively govern and control each of the Parties' respective rights and obligations regarding the purchase and sale of the Materials, and the Parties' agreement is expressly limited to such terms and conditions. Notwithstanding the foregoing, if any terms and conditions contained in a Purchase Order conflict with any terms and conditions contained in this Contract, the order of precedence is: (a) the terms of the Purchase Order; and (b) this Contract.
- 16.2 Without limitation of anything contained in this clause 16, any additional, contrary, or different terms contained in any of Supplier's confirmations, invoices, or other communications, and any other attempt to modify, supersede, supplement, or otherwise alter this Contract, are deemed rejected by Company and will not modify

this Contract or be binding on the Parties unless such terms have been fully approved in a signed writing by authorized representatives of both Parties.

17 Entire Agreement

- 17.1 Subject to clause 16, this Contract, together with other documents referred to in, or executed contemporaneously with the Contract, constitutes the entire agreement and supersedes any previous agreements between the Parties relating to its subject matter. Any warranties, conditions or terms, statutory or otherwise, which are not contained or referred to in the Contract, are hereby excluded. This Contract can only be amended by mutual agreement by the Parties in writing.
- 17.2 Without prejudice to the provisions of clause 17.1, each Party irrevocably and unconditionally waives any right it might have to claim damages for breach or otherwise in respect of any warranty, condition or other term or representation not contained in the Contract.
- 17.3 Each Party acknowledges and agrees that the only remedy available to it in respect of a breach of any provision of the Contract shall be for damages for breach of contract and that it shall not have any claim or remedy in tort in respect of the matter giving rise to such breach.
- 17.4 Nothing in this clause 17 shall operate to limit or exclude any liability of either Party for, or remedy against either Party in respect of, any fraudulent misrepresentation.

18 Severability

Each provision of the Contract is severable and distinct from the others. The Parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If any such provision is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, it shall to that extent be deemed not to form part of the Contract but (except to that extent in the case of that provision) it and all other provisions of the Contract shall continue in full force and effect and their validity, legality and enforceability shall not be affected or impaired as a result, subject to the operation of this clause 18 not negating the commercial intent and purpose of the Parties under the Contract.

19 Conflict of Interest & Compliance with Laws

- 19.1 Except for customary promotional material, legitimate business expenses, and occasional business entertainment, limited in value in any instance to the reasonable cost of a business meal, and other than as specifically authorized under the terms of the Contract, the Supplier shall not give, offer, or accept, and warrants that it has not given, offered or accepted, directly or indirectly, any money, personal services, credit or other thing of value, to or from:
- (a) the Company or its affiliated or related companies, or
 - (b) any of their agents, independent suppliers or sub-suppliers,
 - (c) government agencies or government officials; or
 - (d) the employees of any of the foregoing,
- in order to influence the award of this or any other contract that has been or may be awarded by the Company, or their terms, performance, administration, extension or termination.
- 19.2 Supplier will comply with U.S. export control and economic sanctions laws and will take appropriate steps to ensure that Supplier's personnel do not violate these laws in their performance of this Contract.
- 19.3 Any violation of clause 19.1 or clause 19.2 shall constitute a material breach of the Contract which without prejudice to the Company's right to enforce any other remedy provided by law shall empower Company to terminate the Contract for default and claim damages including, but not limited to, any increased costs incurred by Company as a result of such breach.

- 19.4 This Contract is made specifically subject to, and Supplier expressly agrees that Supplier, its sub-suppliers and agents, subject to all applicable laws, rules, regulations, orders and ordinances (now existing or that may be hereafter enacted or promulgated), including those of Saudi Arabia and the Royal Commission of Jubail and Yanbu.

20 Notices

- 20.1 All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**", and with the correlative meaning "**Notify**") must be in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this clause). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Notwithstanding the foregoing, Notice given by facsimile or email (with confirmation of transmission), will satisfy the requirements of this clause. Except as otherwise provided in this Contract, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this clause

Notice	to	Address
Company		E-mail
		Fax
		Attention

Notice to Supplier	The address, e-mail, fax number (and the department or officer, if any, for whose attention the communication is to be made) as identified in the Purchase Order.
---------------------------	---

- 20.2 A Party may notify the other Party of a change to its name, relevant addressee, address or fax number for the purposes of this clause 20 provided that such notice shall only be effective on:
- (a) the date specified in the notice as the date on which the change is to take place; or
 - (b) if no date is specified or the date specified is less than five Business Days after the date on which notice is given, the date following five Business Days after notice of any change has been given.

21 General

- 21.1 Each Party shall be responsible for its own legal, accountancy and other costs, charges and expenses incurred in connection with the negotiation, preparation, execution and implementation by it of the Contract and any document referred to in it.
- 21.2 The Supplier warrants and represents that it has full power and authority to enter into and perform the Contract, and that its entry into and performance of the Contract will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party.
- 21.3 In the event Supplier commits any material breach of this Contract, including without limitation any breach of any indemnity obligation, in addition to any other remedy that the Company may have at law or equity, Company will be entitled to recover all costs (including without limitation court costs, litigation expenses, and reasonable attorneys' fees) incurred in any proceeding wherein the Company seeks redress for such breach.
- 21.4 The relationship of the Parties is that of independent. Company and Supplier dealing at arm's length. Except as otherwise stated in the Contract, nothing in the Contract shall constitute the Parties as partners, joint venturers or co-owners, or constitute either Party as the agent, employee or representative of the other, or empower either Party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither Party shall hold itself out as having authority to do the same.
- 21.5 To the extent that the definition of "**Company**" herein includes more than one company as specified in the Clause 1 (*Definitions*) and the Purchase Order, then each company shall be treated individually with respect to

its respective rights and obligations to the Supplier and shall not be held by Supplier to be joint and severally liable for any obligations or liabilities of another company within the definition of “**Company**”.

- 21.6 The Company may at any time or times set off any liability under the Contract of the Supplier to the Company against any liability of the Company to the Supplier. Any exercise by the Company of its rights under this clause 21 shall be without prejudice to any other rights or remedies available to the Company under the Contract or otherwise.
- 21.7 This Contract benefits solely the Parties to this Contract and their respective permitted successors and assigns and nothing in this Contract, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract.
- 21.8 The official text of the Contract and any notices given hereunder shall be in the English language. In the event of any dispute concerning the construction or interpretation of the Contract, reference shall be made only to the Contract as written in the English language and not to any translation into any other language.
- 21.9 The Contract may be executed in any number of counterparts and by the Parties to it on separate counterparts and each such counterpart shall constitute an original of the Contract but all of which together constitute one and the same instrument. The Contract shall not be effective until each Party has executed at least one counterpart.

END OF TERMS AND CONDITIONS