

General Terms & Conditions of Purchase "GTCP"

The following General Terms & Conditions "GTCP's" constitute an integral part of the Contract and or any Purchase Order (herein referred to as "PO") as entered into between the Entity and the Vendor for the purchase of any Goods & Services, accepting the PO shall constitute acceptance of these terms and conditions. These terms and conditions bind the Vendor, the Entity, and their respective successors and assigns.

1. Definitions

"Vendor"

Shall mean the provider and procurer and seller of the Goods & Services and include their employees, sub Vendors and include their successors, assigns. Can be called of "Seller" refer to as you or your.

"Entity"

PC Time Co. Ltd. is a registered limited liability company in Saudi Arabia under license number 7001765408, Commercial Registration No. 4030052869, and JCC No. 29004. Can be called "Purchaser"; and can refer to as we, our, or us.

"Goods & Services"

Shall mean the scope of work and or goods and or services to be performed by the **Vendor** pursuant to and in accordance with the PO and or Contract nature and full scope as defined in the PO and or Contract.

"Title"

Title to the Goods shall remain vested in the **Vendor** and shall not pass to the Entity until the goods are delivered to and accepted by Entity at the delivery location.

"Business Day"

Any day (excluding Friday, Saturday or declared private sector holidays) upon which commercial banks are open for business in the country, where business hours are from 9:00am to 6:00pm.

"Month"

Mean a Gregorian calendar month.

"Week"

Mean five working days, starting from Sunday up to Thursday.

"Writing"

Includes any communications effected by letter, facsimile transmission, electronic mail or any comparable means.

"The Delivery Date"

The date on which the Goods and Services are to be delivered as stipulated in the Entity's purchase order.

"The Delivery Period"

The period after Entity issue the Purchase Order / Contract. This period will include site preparation, installation, custom clearance, delivery, commissioning as required and will conclude on delivery note of hardware and software, also Work Completion Certificate for services.

"The Delivery Note"

Means the document where representative of the Entity sign for receiving the goods, **Vendor** will be fully responsible to store the material in case it will need further action by **Vendor** such as installation or configuration as part of scope of work, any damage on the goods during this period will be sole responsibility of the **Vendor**.

"Work Completion Certificate"

The completion certificate that is signed by both **Seller** and the Customer representatives, it certify that agreed scope of work have been done fully or partially.

2. Obligations of the Entity

The Entity shall, upon any request received by the **Vendor** for payment of amounts as stipulated and allowed for under the PO and or Contract or any other information/directions sought by the **Vendor**, act with due diligence and attend to such requirements by the **Vendor**, provided however that request for any payments shall be supported by all the Supporting Documents and relevant details, in the absence of which the Entity shall not be obliged to make any payments.

Any and all information, data, specifications, directions as may be provided to the **Vendor** by the Entity shall always be the property of the Entity, the Entity shall use its best efforts to arrange permissions for the admittance of the Personal of the **Vendor** to the Facility or any other premises as may be necessary for the purpose of performing carrying out the Goods & Services and to carry out the duties of the **Vendor** contained herein.

3. Obligations of the Vendor

The **Vendor** shall bear all the costs, under what ever name or heading, direct or indirect, for the execution of all the Goods & Services to be provided as per the Specification and the cost of executing and discharging its responsibility under the PO and or Contract (except as may be expressly agreed in writing by the Entity as being excluded), prior to and during the Period of execution and delivery of the Goods & Services.

The **Vendor** shall not authorize any variation to the Goods & Services or the Specifications for the Facility nor agree to any variation without prior written authority of the Entity.

The scope of Goods & Services as outlined in any annexure shall form part of the obligations and scope of work and Goods & Services of the **Vendor** along with the scope outlined in the PO and or Contract.

Unless agreed expressly in writing, all Goods and or items being delivered by the **Vendor** above must be new, genuine unused, fabricated not earlier than 12 months from the date of the PO and or Contract and must be manufactured at the country of manufacture of the original make of the machinery or at the country of the head office of the manufacturer, all Goods & Services being delivered must be in good condition and in good working order.

The **Vendor** agrees that any PO and or Contract shall be a stand alone arrangement and agreement and shall not be related to any other PO's and or Contracts, the **Vendor** agrees and undertakes not to claim for any losses or dues as may be outstanding to the **Vendor** apart from the specific PO and or Contract and shall not be entitled to exercise any offset set or counter claim in regards to any other PO and or Contract.

The **Vendor** agrees that acceptance of the job shall only be signed by the Authorized Person as appointed by the Entity in writing. Signature of any other person shall not be acceptable and binding on the Entity, it is further agreed by the **Vendors** that acceptance of job by the Authorized Person shall not relieve the **Vendor** from any warranty and or responsibility for the works and or Goods & Services.

The **Vendor** shall fully complete all the scope of works under the PO and or Contract and all the Goods & Services with a maximum period as outlined in the PO and or in the Contract, the "Period", if the **Vendor** is delayed on the delivery of the Goods & Services beyond such date for any reason, the **Vendor** agrees to pay the Entity by way of agreed damages an amount equivalent to 1% per week, or part thereof, of delay up to a maximum of 10% of the value of the PO and or Contract.

4. Purchase Order / Contract

Any PO shall only be effective if numbered and dated and all essential information is completed for Ordering Entity, **Vendor** Details, Forwarding Address, details of Goods or Goods & Services ordered, payment terms described, Total Amount and currency detailed and if all signature spaces completed.

Once a PO becomes effective, it shall remain valid for 30 days after the date shown as the Latest Delivery Date, if no delivery has been executed within such validity period, the PO shall become Null and Void unless the Latest Delivery Date is extended within such 30 days by the Ordering Entity in writing, the aggregate periods of all extensions shall not exceed 180 days from the date shown as the Latest Delivery Date, unless terminated earlier as per the stipulations of the Contract and or these GTCP.

A PO does not constitute the Entity's acceptance of any terms or conditions written in any quotation and/or delivery note and/or invoices may be issued by the **Vendor**.

A PO and or a Contract and the GTCP and the attachment to such PO and or Contract constitutes the entire agreement, the PO and or Contract shall prevail, then the attachments to the PO and or Contract and then the GTCP.

Should PO be canceled and or terminated and or deemed terminated, the Vendor shall refund any amount paid in advance promptly.

5. Price

The value of the Goods & Services shall be a lump sum fixed amount of (herein referred to as the "Value") and is the maximum amounts invoice-able under the PO and or Contract for the Goods & Services and for the Specification under the PO and or Contract.

In the event either the Entity requests the **Vendor** to make changes beyond what is outlined in the Goods & Services then the Entity and **Vendor** shall agree upon an additional amount for the additional Goods & Services in writing prior to the **Vendor** commencing such additional Goods & Services.

6. Specifications

The **Vendor** by accepting Purchase Order or signed a contract with Entity have accepted that goods and services specifications are as specified and detailed in the purchase order or in the signed contract.

In case of missing details needed from the Entity for the proper supply or for site condition, the **Vendor** shall be responsible for requesting and clarifying such details within shortest possible time.

The **Vendor** shall be responsible for ensuring that the information provided is free of conflicting information or data.

7. Warranties:

The **Vendor** warrants and guarantees the Goods & Services including all materials and workmanship provided for as per **Vendor** and business standards, not less than twelve months after the delivery of the Goods & Services to the Entity.

Vendor warrants that the Deliverables will conform to applicable specifications, instructions, drawings and data, and that samples will be merchantable, of good material and workmanship, free from defects and will be fit and sufficient for the purpose intended. These warranties shall be in addition to all other warranties, express, implied or statutory. Payment for, inspection of, or receipt of articles or services shall not constitute a waiver of any breach of warranty. Vendor's warranties shall run to Purchaser, its affiliates, subsidiaries, customers or users of the Deliverables and shall not be deemed to be exclusive of any other remedy at law or in equity available to Purchaser, its affiliates, subsidiaries, customers or users of the Deliverables. Purchaser's inspection, approval, acceptance, use of, or payment for all or any part of the Deliverables shall in no way affect its warranty rights. Vendor shall at its expense indemnify, defend and hold harmless, Purchaser, its directors, officers, employees, affiliates, subsidiaries, agents, customers and end users, from any and all loss, damages or liability (including, without limitation, reasonable legal fees and costs) arising out of or resulting in any way from any defect in the Deliverables, or from any act or omission of Vendor, its agents, employees or permitted subcontractors in connection with the Deliverables. This indemnification shall be in addition to Vendor's warranty obligations

8. Modifications

All modification change requests by Entity shall be lodged by the **Vendor** in writing and in accordance with applicable ISO standards.

The **Vendor** will agree to incorporate or implement any modification on the basis of a "Change Proposal" provided it is in time requested by the Entity or any party acting on behalf of the **Purchaser**.

The **Vendor** will agree to incorporate or implement any modification, drawing change, revision change or other change after the Entity has accepted the **Vendor's** calculation of the costs and time for implementing such change.

9. Patent Infringement

Vendor will be solely responsible for any act to infringe patent of any hardware or software sold by him to Entity.

10. Insurance of Goods during Transit

Vendor will be taking insurance cover equal to the product value specified in Purchase Order or Contract as long as it is not delivered, including risk due to act of God, acts of customer, public enemy or the Government, shortages of materials, or failure of suppliers to satisfactorily meet scheduled deliveries, and accidents or any other factors or events beyond the reasonable control of **Vendor**.

11. Defect or Non-Compliance Goods

Complain in respect of the defect or non-compliance to the specification of the goods should be notified to **Vendor** within **(10)** business days from the delivery, the related quantities thereof should be set apart and safely kept until **Vendor** inspection with **(10)** business days from complain is raised as aforesaid the complain shall be considered as conclusively accepted by the **Vendor**.

Vendor upon accepting the Entity complain shall respond as follows:

1. Replace the defect or non-compliance Goods within 90-days, of receiving the Entity's notice; or
2. Refund to the Entity the price for the goods which are defect or non-compliance Goods.

12. Payment & Delivery

It is agreed that the payment of the Value shall be made upon the completion and full delivery of all of the Goods & Services in the PO and or the Contract, payments shall be made within 90 days from the presentation of the Supporting Documents verifying the completion and or delivery of the Goods & Services.

Payment will only be made against providing the Supporting Documents shall be required for release of payment, remittance bank charges if deducted by any bank shall not be for Entity's account.

Payment will only be made against (i) original Vendor invoice containing PO number, (ii) copy of PO, (iii) an original or carbonized copy of Delivery Receipt signed by an authorized person of the Purchaser, (iv) a certificate of origin (for Goods if applicable), (v) if Goods requires certification from any authority, an original certificate from such authority, (vi) shipping documents "B/L", packing list, shipment insurance documents if applicable, (vii) for Services, a report signed by an Authorized Person of Purchaser confirming Services have been completed satisfactorily, (viii) where a guarantee or warranty is required or has been offered, such must be presented per agreed format as a prerequisite for payment.

Delivery shall be made in accordance with the Terms of this Order. The Order number must appear on all documents pertaining to the Order, invoices, packing lists, correspondence, and all shipping documents. Vendor shall not substitute material or ship more than the quantity ordered. All the necessary documents which are required at the port for the clearance of the goods should be provided by the Vendor within the time frame.

Without prejudice to any other right or remedy, Purchaser reserves the right to set off any amount owing to it by Vendor against any amount payable by Purchaser to Vendor.

Purchaser reserves the right to inspect the Goods on or after the Delivery Date. Purchaser, at its sole option, may reject all or any portion of the Goods if it determines the Goods are defective or nonconforming. If Purchaser requires replacement of the Goods, Vendor shall promptly replace the nonconforming Goods. Any inspection or other action by Purchaser under this Section shall not affect Seller's obligations under the Order, and Purchaser shall have the right to further inspection after Vendor takes remedial action.

Where delivery is to Purchaser's Site, the Authorized Person to take delivery of Goods/Services shall be as designated by Purchaser in writing, in absence of any designation, he/she shall be the most senior officer at Site where delivery is taking place, the name and designation and date and signature shall be required on any delivery note submitted by the Vendor.

Final payment may be less, but not more, than the value of the PO and or Contract, depending on actual quantity of units and or quality and or completeness rendered and delivered.

13. Duration and Termination

The parties hereto have agreed that the Contract shall be effective from the date of execution of the PO and or Contract between the Entity and the **Vendor** thereof until the completion and delivery of the Goods & Services, unless terminated earlier as per the stipulations of the Contract and or these GTCP.

The duration of the PO and or Contract shall survive the Delivery Date of the Goods & Services and or the termination and or expiry in regards to the guarantee and warranty obligations of the **Vendor**, and to the extent necessary to enable the Entity to pursue and conclude any warranty or

guaranty claim, it is further agreed that in the event of termination of the PO and or Contract due to whatever reasons, the Entity shall only be liable to pay to the **Vendor** on the basis of the Goods & Services received by the Entity and provided by the **Vendor**, until the date of such termination,

The Parties have agreed that, notwithstanding any Clause that may be contrary to this Clause, in the event of Termination, the obligations of the **Vendor** as provided herein for the scope of Goods & Services being all warranties and undertakings and confidentiality undertaking as outlined herein shall survive and be binding in regards to the **Vendor**.

14. Quality Assurance

The **Vendor** warrants that it has implemented proper international standards and quality management plan and assurance (minimum being ISO 9002), furthermore the **Vendor** warrants that the Goods & Services that it will provide is based on the **Vendor** procedures complying with such standards and procedures, the further **Vendor** warrants that the procedures are subject to regular internal and external audit to monitor compliance with the standards of the industry.

15. Hazardous Materials

Prior to shipment or transfer of any hazardous material(s), Seller shall provide Purchaser with a complete, up-to-date Material Safety Data Sheet and shall properly mark such hazardous material(s) with a label.

16. Severability

In case any one or more provisions contained in the Purchase Order shall be invalid, illegal or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

17. ASSIGNMENT

The **Vendor** shall not assign, sub-contract, or sub-let all or any part of the PO and or Contract or the Goods & Services, or its rights, liabilities or obligations agreed hereunder, or Goods & Services to be performed hereunder, without prior approval, in writing, by the Entity, provided however that such approval by the Entity shall not absolve relieve the **Vendor** from the liabilities and/or obligations under the PO and or Contract.

The Entity shall be entitled to assign to any other party all or part of the Entity rights and obligations under the PO and or Contract, provided that the Entity shall be responsible for and guarantee the performance and observance of the said obligations of such assignee or assignees. Irrespective of such assignment, the Entity shall itself make all payments of the fee and other costs payable to the **Vendor** hereunder.

18. Title

With the exception of software not specifically developed for Purchaser under the Purchase Order (i) all Deliverables shall be the sole and exclusive property of the Purchaser, and where applicable, shall be considered "works made for hire" under the U.S. Copy right Act (Title 17, United States Code), and all intellectual property, proprietary and industrial rights associated with Deliverables shall be owned exclusively by Purchaser; (ii) by the Purchase Order, Seller assigns to Purchaser for no additional consideration all such rights to the Deliverables, including the right to any extensions and renewals of such rights; and (iii) if requested by Purchaser, Seller shall, without additional consideration, sign a separate written assignment of such rights to Purchaser or any other document necessary for Purchaser to establish, maintain or enforce such rights in the Deliverables.

19. Indemnification

Vendor will defend, hold harmless and indemnify Purchaser from and against any liability and expenses (including, without limitation, attorney and other professional fees and disbursements) arising from or in connection with any damages, injuries or third party claims or demands to recover for personal injury, death, or property damage caused by or arising out of any of the Deliverables (regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability or other legal theories).

20. Intellectual Property Indemnification

Vendor shall indemnify and save harmless Purchaser, its successors, assigns, customers or users of its products, from and against all loss, liability and damage, cost and expense (including reasonable attorney fees), resulting from any claim that the manufacture, use, sale or resale of

any Deliverables supplied under the Purchase Order infringe any patent or patent rights, trademark, copyright or other intellectual property right of a third party, and Vendor shall when notified, defend any action or claim of such infringement at its own expense.

21. Confidentiality

The **Vendor** undertakes to keep all of the matters relating to the PO and or Contract private and confidential and shall not publish or cause and or permit to be published any articles, photographs, or any illustrations relating to the Goods & Services hereunder or of the Facility, or anything concerning the business of the Entity without prior permission from the Entity in writing.

22. Notices

The parties hereto have agreed that all notices, communication, shall be addressed to the addresses that appear on the PO and or the Contract.

23. Relationship of Parties

The Seller and Purchaser are independent contractors. Nothing in the Purchase Order shall be deemed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Neither party shall have the power or authority to bind or obligate the other part.

24. Professional Ethics

The **Vendor** hereby agreed that, except for customary promotional material 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 PO and or Contract, the **Vendor** shall not give, offer or accept, and warrant that it has not given (save for commissions that accrued in accordance with normal industry practice), offered or accepted, directly or indirectly and money, personal Goods & Services, credit or other thing of value, to or from: (i) The Entity or its affiliated or related companies, or; (ii) Any of their **Vendors**, independent contractors or sub-contractors, or; (iii) The employees of any of the foregoing;

In order to influence the award of this or any other contract/agreement that may be awarded by the Entity, or their terms, performance, administration extension or termination.

25. Non-Disclosure Rights

Any information or data received by **Vendor** or its suppliers for engineering solutions to Entity from quotation period till job completion shall be under no circumstances disclosed, copied or passed on to third parties without written agreement from Entity.

26. Law & Jurisdiction

Any PO issued by the Entity and these GTCP and the PO and or Contract shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia, the courts of the Kingdom of Saudi Arabia shall have jurisdiction on any dispute, notwithstanding the above, the Entity shall have the right to peruse its rights and any losses and damages it may have sustained in the courts of the country where the **Vendor** resides or has existence.

In the event there is any dispute concerning the terms of this agreement or the performance of any party, and any party retains counsel for the purpose of enforcing any of the provisions of this agreement or asserting the terms of this agreement in defense of any suit filed against said party, each party shall be solely responsible for its own costs and attorneys' fees incurred in connection with the dispute irrespective of whether or not a lawsuit is actually commenced or prosecuted to conclusion.