General Terms & Conditions of Sales "GTCS"

The following General Terms & Conditions of Sales "GTCS" constitute an integral part of any contract and/or any **Purchase Order** issued in favor of the **Seller**. Accepting the delivery of good and IT Services / Solution shall constitute acceptance of these terms and conditions. These General Terms & Conditions of Sales bind the **Seller**, the **Purchaser** and their respective successors and assigns.

These Terms and Conditions apply on **Seller** Corporate and IT Solutions Sales including **Seller** quotation, **Seller** accepted purchase order issued by Customer, and signed contract to the exclusion of any other terms that the **Purchaser** seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1. Definitions and Interpretation

"The Customer"

The party that has accepted **Seller** quotation or offer for the sale of the Goods and services, or whose order for the goods and IT services has been accepted by **Seller,** can be called also **"Purchaser"**, can also be refer to as you or your.

"The Seller"

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 also be refer to as we, our or us.

"The Supplier"

The party, "Company Name" that is selling goods and IT Services to **Seller**.

"The Goods"

The hardware, product, item, assemblies, licenses, IT Solutions and software, or any item / items described in any quotation by **Seller**, or **Seller** accepted Purchase Order, or any contract signed between **Seller** and customer of any order or any part thereof (complete or partial) that are/to-be supplied in accordance with the terms and conditions set in the Quotation/Contract/Accepted Purchase Order.

"Title"

Title to the Goods shall remain vested in the **Seller** and shall not pass to the **Purchaser** until all sums due to the **Seller** under the Contract have been paid in full.

"IT Services"

Information technology IT services such as installations, commissions, programming, configuration, and other related IT Services, can be called also "IT Solutions".

"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.

"Commencement Date"

The commencement date for any agreement as set out in the Quotation/ Contract /Accepted Order.

"The Delivery Date"

The date on which the Goods and IT Services are to be delivered as stipulated in the Customer's purchase order and accepted by the **Seller**.

"The Delivery Period"

The period after **Seller** accept 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 IT services.

In case payment include advance payment, then delivery period will only start after receipt of this advanced payment.

In case Purchase Order / contract include installation and / or any work that is customer site related, then delivery period will start after site is ready for our work execution as per article 11 of this GTCS.

In case delivery include import of material, the **Seller** is considering one week for custom clearance, any delay in custom clearance more than this will be considered extra to delivery period, **Seller** will do its best to expedite custom clearance, however it is understood that it is beyond **Seller** control, and **Seller** will not penalized for such delay.

"The Delivery Note"

Means the document where representative of the Customer sign for receiving the goods, Customer will be fully responsible to store the material in case it will need further action by **Seller** 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 Customer.

Seller assumes and expect that Customer has to provide at his expense forklift or labor at the customer respective site to offload the materials.

"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. Quotation

All quotations are subject to confirmation by the **Seller** on receipt of any order and the **Seller** reserves the right to refuse any order.

All quotations from Seller shall be in writing and validity expire automatically thirty (30) days from the date issued unless otherwise specified in written, Oral quotations will not be deemed binding.

The prices offered in this quotation are valid for the quantities quoted accordingly. In case of partial or additional order the unit prices are subject to revision. All prices are made in Saudi Arabian Riyal (SAR) unless otherwise specified.

All quotations, indication of costs and financial commitments given or made by the **Seller** are based on the assumption of the validity of the information provided being fully accurate and correct in all circumstances. The **Seller** maintains the right at any stage to re-negotiate any contract , cost agreement or any other relevant commitment should any information provided by the **Purchaser** fail to be fully valid accurate and correct.

Seller reserves the right in case of Force Majeure to renegotiate any ongoing Purchase Order / contract prices, scope of work, delivery period, and any other commitment from seller side.

Seller reserves the right to correct all typographical or clerical errors, which may be present in this quotation.

3. Purchase Order

All purchase orders received by or addressed to **Seller** shall become binding subject to acceptance by **Seller** representative (same sales representative who issued the quotation or his manager).

Any Purchase Order must have a PO number, date, **Seller** quotation number, signed by **Purchaser** authorized person, stamped by **Purchaser** seal. **Seller** consider that **Purchaser** by issuing PO in favor of **Seller** have accepted all "GTCS".

4. Contract

All supply and or IT services contracts are subject to acceptance and signatures of **Seller** authorized person.

Any Contract must have a Contract number, date, **Seller** quotation number, signed by **Purchaser** authorized person, stamped by **Purchaser** seal. **Seller** consider that **Purchaser** by issuing Contract in favor of **Seller** have accepted all "GTCS".

5. Specifications

The **Purchaser** by issuing Purchase Order or signing a contract with **Seller** have accepted **that** goods and IT services specifications are as specified and detailed in the accepted purchase order or in the signed contract.

In case of missing details needed from the **Purchaser** for the proper supply or for site condition, the **Purchaser** shall be responsible for confirming and **providing** such details within shortest possible time, any delay will be considered additional to delivery period.

In the absence of the Purchaser providing confirmation as to the missing technical detail, the Seller shall in its discretion either (i) suspend supply and IT **services** until confirmation is given, or (ii) itself decide which is the governing document and in either event, the Seller shall incur no liability to the Purchaser.

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

The Seller maintains the right to cease all progress and supply of the Goods and IT services **without** liability should information provided by the Purchaser be conflicting, in error, incomplete or inadequate in any way to produce the Goods and services.

The Purchaser shall be **responsible** for providing all of the specifications required in order to supply the Goods. The Seller shall not be charged for the provision of said specifications.

The Purchaser shall be responsible for providing all of the information required for **the** supply of the Goods including but not limited to technical specification, and model numbers, site conditions and limitation on site in a complete and accurate state.

The purchaser shall **be** held responsible for his employee's acts, and behavior in relation to the seller.

6. Failure to Disclose Information

If any technical, commercial or other issue ("the Undisclosed Issue") arises during the course of the Contract of which the **Purchaser** was aware or should have been aware prior to entering into the Contract but did not disclose to the **Seller**, the provisions of this term shall apply.

The **Seller** shall be entitled to halt the development, supply or services, or any other value add process until it has obtained sufficient **information** which in the sole discretion and judgment of the **Seller** enables the **Seller** to resume and the **Seller** shall incur no liability to the **Purchaser** in connection with the resulting delay or Goods supply or IT services commitment where such incorrect information has been provided.

The **Seller** maintains the right to re-negotiate the costs and other terms of the Contract to take account of the Undisclosed Issue or issues. If the **Seller** and the **Purchaser** cannot reach agreement in such renegotiations, the **Seller** shall be entitled to terminate the Contract and the **Purchaser** shall be liable for all costs and expenses incurred by the **Seller** to the date of such termination.

7. Modifications

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

Any modification on the scope of work shall be considered as additional work, it will be **subject** to **Seller** approval, and will be on borne by Purchaser as per agreed price, unless **Seller** agree otherwise in written.

The **Seller** have the right to reject any modification or additional work requested by **Purchaser** which will increase the Purchase Order or Contract value more than 20%.

The Seller will not agree to incorporate or implement any modification on the basis of a "Change Proposal" provided by the Purchaser or any party acting on behalf of the Purchaser.

The Seller will not agree to incorporate or implement any **modification**, drawing change, revision change or other change until the Purchaser has accepted the Seller's calculation of the costs and time for implementing such change.

If any stock, hardware, software, license, or service is affected by such **modification** or change then the Purchaser shall be liable for accepting the Goods in their current state, and compensate the Seller for its cost.

In addition, should such change affect the processing or supply or IT services provided by the Seller, the Seller shall have the right to renegotiate the Purchase Order, Contract to compensate the Seller for any increase in the cost of delivery of the Contract.

8. Deliverables

As specified in the scope of work agreed in the contract, or as per **Seller acceptance** to customer Purchase Order, and relevant correspondences.

9. Software License

Customer will be solely responsible to fulfill all terms and conditions of the software license sold to customer by **Seller**, customer have no right **under** any circumstances to cancel any purchase of software license once it is issued.

10. Patent Infringement

Customer will be solely responsible for any act to infringe patent or any **intellectual** property of / for any hardware or software sold to him by **Seller**.

11. Site Readiness

For any installation job Customer will be fully responsible that his site is **ready** for installation in terms of location readiness, availability of power supply, telephone line, internet connection and others as needed for each application. In case site is not ready by customer, then customer will bear all expenses to this delay, **Seller** will not be charged for any delay penalty for late delivery of goods, and **Seller** will have the right to charge against the delay.

12. "Shipments and Delivery"

Road truck has been proposed as the default mode of transportation of goods within Kingdom of Saudi Arabia, unless specified by customer for different mode i.e. by air cargo in exceptional cases.

13. Insurance of Goods during Transit

Seller will be taking insurance cover equal to the product value specified in Purchase Order or Contract as long as it is not delivered. Any other / special insurance required by Customer will be charged at ACTUALS, including Forced majeure and 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 **Seller.**

14. Defect, Shortage or Non-Compliance Goods

Complain in respect of the defect, shortage or non-compliance to the specification of the goods should be notified to **Seller** within (7) business days from the **delivery**, the related quantities thereof should be set apart and safely kept until **Seller** inspection, unless complain is raised as aforesaid the goods shall be considered as conclusively accepted by the customer.

Seller upon accepting the customer complain shall respond as follows:
1. Replace the defect or non-compliance Goods within 90-days, of receiving the Customer's notice; or
2. Refund to the Customer the price for the goods which are defect or non-compliance Goods.

Seller shall have no further liability to The Customer in respect thereof, and The Customer may not reject the Goods if delivery is not refused or in time notice given by **Seller** as aforesaid.

Seller is not liable for loss or damage in transit. Shipment should be carefully checked upon delivery for total count and condition. Any shortage or evidence of damage must be noted on **Seller's** delivery receipt and reported to **Seller**.

15. Cancelation

If The Customer cancels an order after it has been placed, a cancellation charge will be assessed by **Seller** based on the amount of work already performed and commitment already been taken, customer have no right under any circumstances to cancel any purchase of software license once it is issued.

16. Payment Terms

All payments required to be made pursuant to this Agreement shall be made progressive in advance unless otherwise specified and agreed on, without any set-off, withholding or deduction. The time of payment shall be of the essence of these terms and conditions. If the Customer fails to make any payment on the due date in respect of the price or any other sum due under these terms and conditions, **Seller** shall have the rights to pursue any statutory provision in force from time to time.

Where credit is granted, unless otherwise agreed in writing, all sums payable in respect of the **Seller**, must be paid in the full amount as indicated by the invoice no later than 30 days from the date of the invoice.

All payments to the **Seller** shall be made in Saudi Arabian Riyals (SAR).

Failure to pay by the due date shall entitle the **Seller** to suspend delivery of all current and future orders.

Where the **Seller** has good reason to believe the **Purchaser** may default on payment, the **Seller** reserves the right at any time and in its absolute discretion to demand immediate payment of any account and to take legal action to recover the debt and costs.

The Seller reserves the right in its absolute discretion to refuse to grant credit.

The **Seller** may, at any time, without limiting any other rights and remedies it may have, set off any amount owing to it by the **Purchaser** against any amount payable by the **Seller** to the Purchaser.

The **Purchaser** shall be responsible for and shall pay any additional charges, which may be necessary to cover any tax or charges now existing or hereafter imposed by the International, Federal, State or Municipal authorities upon products herein described.

17. WARRANTY

Seller warrants, except as hereinafter provided, that all products provided by it shall at the time of shipment, be in conformance with written specifications agreed between Seller and the Customer regarding material and workmanship. Seller warrants to the Customer that the products delivered hereunder will be free from defects in material, workmanship and title. The foregoing shall apply only to failures to meet said warrants (excluding defects in title) which appear within one (1) year from the date of shipment. If any failure to meet said warranty appears within the applicable warranty period, on the condition that Seller be promptly notified in writing thereof, and provided that the products or machines/system which the products are installed have been properly store, maintained, installed, and used by Customer, Seller will correct / replace any such nonconforming products by either (at Seller's option) repairing any nonconforming products finished hereunder, or making available replacement products in exchange for any nonconforming products. The foregoing obligation is limited to the products supplied hereunder by Seller and does not include any responsibility or obligation with respect to removal or replacement of systems, structures or other parts of the Customer's facility. This Warranty shall not apply to any part, or thereof, which is normally consumed in operation, or which has been altered or repaired other than by **Seller.**

18. Delay Penalty

In case Seller was late in delivery of the goods and services, provided customer was not part of this delay directly or indirectly, and delay was not due third part or uncontrolled conditions, then customer may apply delay Penalty 0.5% of the value for delayed part per week not to exceed 2% maximum of total Purchase order or contract value.

19. Excusable Delays

Seller shall not be liable for delays in delivery or warranty obligations arising out of causes beyond its control and without fault or negligence of Seller. Such causes include but are not restricted to fires, strikes, floods, epidemics, quarantine restrictions, freight embargos, unusually severe weather, acts of governmental agencies.

20. Limitation of Liability

The warranty term in this document is in lieu of all other expressed or implied warranties and the remedies at law or in equity. the express warranty set forth herein excludes all implied warranties including warranties of fitness for a particular purpose and warranties of merchantability. Seller shall not be liable for prospective profits not special, indirect or consequential damages, nor shall recovery of any kind against Seller be greater in amount than the purchase price for the product sold.

21. Consequential Damage

In no event shall Seller be liable for any consequential damages.

22. Intellectual Rights and Non-Disclosure Rights

Any work done by Seller or its suppliers for the engineering the solutions to customer from quotation period till job completion shall be intellectual property of Seller and under no circumstances shall be copied or passed on to third parties without written agreement from Seller. In case the Customer intends to use Seller's or Seller supplier engineering solutions for his purposes a written approval notice from Seller would need to be vetted.

23. Arbitration and Applicable Law

If any (God Forbid) dispute arises after issuance of a Purchase Order by The Customer, such dispute(s) shall be referred in writing to arbitration, arbitration committee shall be of one arbitrator agreed by both parties, or if it is not agree by both parties, then the arbitrator shall be appointed by relevant court, and that decision shall be final and binding in all respects. The venue for any arbitration hereunder shall be in the Kingdom of Saudi Arabia. This Agreement and the rights of the parties shall be governed by and construed and enforced in accordance with local law.

Arbitration expenses shall be paid by both parties equally, and shall be borne by the losing party.