

Annex 2: General sales and delivery terms

A. CUSTOMER RIGHTS

1. The customer has the right to obtain invoice upon purchase of goods in Arabic that contains product name, package, unit price, total amount, date of purchase, payment terms, name and address of the company with VAT number clearly stated.
2. Customer has the right to obtain the latest technical data sheet related to the products that they have purchased.
3. Customer has the right to request the "Material Test Certificate" and "Country of Origin" certificate when needed.
4. Customer has the right to receive the goods with proper label indicating the product name, pack size, batch number and expiry date.
5. The customer has the right to know the warnings related to the use of purchased goods and to have them clearly stated on the product material safety data sheet.
6. The customer has the right to request for services and warranty related to purchased products within suppliers' scope, provided it is mutually agreed in writing at the time of purchase.
7. The customer has the right to return the goods and request for replacement within one week from the date of purchase if they are proven to be defective by suppliers QC/Technical department or 3rd party laboratory, or not matching with their purchase order.
8. The customer has the right to know the reason if the purchase order is not accepted or the material supply is blocked by the company.

B. CONDITIONS OF GENERAL SALES/EXPORT of Master Builders Solutions Saudi Arabia for Manufacturing LLC ("the Company")

1. GENERAL

- 1.1 All quotations are made, and all orders are accepted subject to these conditions. In the event of any inconsistency between the conditions and the Customer's conditions of purchase or supply these conditions shall prevail.
- 1.2 The written contract comprised by the Company's quotation (incorporating these conditions) any agreed special conditions the Customer's order the Company's confirmation of order constitute the contract and the entire agreement between the Company and the Customer "(the Contract)" and may only be varied in writing signed (in the case of the Company) by one of its Directors who are under the authority of a Director. All previous or written negotiations or representations by or on behalf of either the Company or the Customer are superseded.
- 1.3 The Contract is not assignable.
- 1.4 Information contained in the Company's literature (including all published guides to the Company's products) is provided for general guidance only.
- 1.5 The Contract is subject to and shall be interpreted and take effect in accordance with Saudi law.
- 1.6 If any provision of the contract is held by any court of law to be invalid or unenforceable in whole or in part validity of the other provisions of the Contract and the remainder of the provision in question shall be unaffected.
- 1.7.1 All disputes and differences whatsoever arising out of or in connection with the contract or the sale of any goods by the Company to the Customer shall be referred to single independent arbitrator to be agreed in writing by the Company and the Customer within thirty (30) days period after a written request for such appointment is given by the Company to the Customer or by the Customer to the Company as the case may be and in the event that the Company and the Customer fail to agree on the appointment of a specific arbitrator within such thirty (30) days period the dispute or difference shall forthwith be referred to a single arbitrator to be appointed by the President for the time being of the international Chamber of Commerce.
- 1.7.2 The arbitration shall take place in the Kingdom of Saudi Arabia in accordance with Rules of Conciliation and Arbitration for the time being of the international Chamber of Commerce.

- 1.7.3 All of the costs of such proceedings which are incurred by or on behalf of the arbitrator and any independent experts and advisers instructed by the arbitrator in connection with the arbitration including (but not limited to) all fees and expenses of the arbitrator himself shall where they have not been specifically appointed by the arbitration in his award be apportioned and paid by the Company and the Customer upon the basis of the apportionment of fault which the arbitrator shall have indicated in his award and such of the Company or the Customer as is thus found to be at fault here by undertakes irrevocably to indemnify the other fully and effectively forthwith upon demand against costs.
- 1.8 The sale and purchase of the goods pursuant to the provisions of the Contract shall be governed by incoterms in so far as the same are not inconsistent with the express provisions of the Contract and unless otherwise agreed in writing from time to time by the Company and the Customer.

2. DELIVERY

- 2.1 Goods will be delivered to the location specified in the Customer's purchase order.
- 2.2 Unless specifically agreed in writing any date for delivery specified by the Company is an estimate only and any failure to deliver goods by that date shall not constitute a breach of contract or negligence nor shall the Company be liable for the Consequence of delay.
- 2.3 The Company is entitled to deliver part only of the goods ordered and to deliver by installments and to invoice the Customer for such part delivery of installment. Each part delivery or installment shall be deemed to be the subject of a separate enforceable contract.
- 2.4 If the Customer refuses or fails to take delivery of the goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of the company's fault) then without prejudice to any other right or remedy available to the Company the Company may.
- 2.4.1 Store the goods at a place selected by the Company at its sole discretion and at the risk of the Customer until actual delivery and charge the Customer (at the rate of one percent (1%) of the invoice price of those goods per week) for and the Customer will pay the costs (including but not limited to insurance) of handling and storing the goods and the Customer will also be liable for washed and/or additional transportation costs incurred by the Company.
- 2.4.2 Subject to the Customer paying the invoice price in full sell the goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for any excess over the price paid by the Customer or charge the Customer for any shortfall below the price paid by the Customer.
- 2.5 Where their packaging of goods is expressed to be the property of the Company.
- 2.5.1 the customer will return the packaging to the company in thirty (30) days of delivery of the goods or on the expiry of an agreed extended return period and
- 2.5.2 the Customer shall notify the Company immediately of any loss or damage to the packaging and
- 2.5.3 the cost of any loss or damage to the packaging whilst in the possession of the Customer (or any other person with the consent of the Customer) shall be borne by the Customer and the Company shall be entitled to deduct such costs from any returnable deposits charged to the Customer or any other money or account held or maintained by the Company for or on behalf of the Customer.

3. RISK

- 1 Risk shall pass to the Customer and the Customer is responsible for all loss damage or deterioration to the goods.
- 3.1 if the Company delivers the goods by its own transport or by its courier - at the time when the goods are offloaded at the place of delivery or
- 3.2 if the Customer wrongfully fails to take delivery of the goods at the time the company has tendered delivery of the goods or
- 3.3 if the Company does not itself effect delivery - when the goods leave the Company's premises or
- 3.4 if the Customer is to collect the goods but has not done so seven (7) days after notification by the Company that the goods are ready for collection. Any storage of goods on the Company's premises after the expiry of this period of seven (7) days is at the Customer's risk.

4. RETENTION OF TITLE

- 4.1 Title to goods sold does not pass from the Company to the Customer until the invoice price and any other money which is due and payable by the Customer to the Company at the date of the Contract has been paid in full and until such time goods are in the possession of the Customer as bailee in a fiduciary capacity for the Company. In those circumstances the Customer has no right as against the Company to incorporate the goods in any manufacturing process or to resell them and the Customer will mark and store the goods separately from goods which belongs to the Customer. If the Customer resells the goods before the invoice price and other money which is due and payable by the Customer at the date of the Contract has been paid in full then the Company has the right to the proceeds of sale (or a part of the proceeds sufficient to discharge those sums) which the Customer agrees to hold in trust for the Company and to keep in a separate account.
- 4.2 The Customer shall permit the employees or agents of the Company to enter the Customer's premises to repossess goods subject to this retention of title in the event of the goods being at the premises of a third party by the direction of the Customer then the Customer shall if required by the Company remove the goods and return them to the Company immediately.
- 4.3 Title to any display stands or equipment supplied by the Company with or separately from goods shall remain with the Company and shall not pass to the Customer. The Customer shall hold such display stands and equipment as bailee for the Company and shall keep them in good Condition and shall deliver up possession of such display stands and equipment to the Company within thirty (30) days of a written request from the Company. The Customer shall permit the employees or agents of the Company to enter the Customer's premises to repossess the Company's display stands and equipment.

5. PRICE

- 5.1 Unless otherwise stated the price quoted by the Company is its current price. The Company reserves the right to revise the price of goods at the date of dispatch to take account of increasing costs including (without limitation) currency fluctuations wages materials transport and overheads between those prevailing at the date of the Contract and those at the date of dispatch.
- 5.2 In the event of any alteration being required by the Customer in design or specification the Company shall be entitled to make an appropriate adjustment to the price corresponding to such alteration.
- 5.3 Unless instructed to the contrary by the Customer the Company will pack and make arrangements of the delivery of the goods.

6. PAYMENT

- 6.1 Each consignment shall be separately invoiced and paid for.
- 6.2 Unless otherwise agreed by the Company payment is due in full within thirty (30) days of the last day of the month which an invoice is made if the Company agrees to accept payments by installments and any amount is not paid on the due date the whole outstanding balance become immediately due and payable. Once the price (or any part of it) has become due and payable it is recoverable by action notwithstanding the retention of title provision contained in these conditions.
- 6.3 The time of payment of the invoice shall be the essence of the contract.
- 6.4 The Customer shall not under any circumstances be entitled to withhold payment of any amount which is from time to time payable to the Company under or in accordance with the Contract whether arising from any claim of the Customer in respect of the quality nature or condition of any goods or as to whether any goods comply with the specifications of the Customer or any other alleged breach of the Contract.

7. CLAIMS

- 7.1 The Customer shall have no claim for shortage or defects unless.
 - 7.1.1 the Customer inspects the goods and a written complaint specifying the shortage or defect is made to the Company within twenty-eight (28) days of delivery of goods (if the case of shortage or visible defects) or as soon as possible after discovery of the defect (if it was not visible at the time of delivery) and
 - 7.1.2 the Company is given an opportunity to inspect the goods and to investigate any complaint before any use is made of the goods.

- 7.2 Notwithstanding the periods provided in condition 7.1 for making claims the Company will not accept liability for notifying carriers of nor will it have any liability to the customer for any claim for shortage of defect or for any loss damage delay in transit or mis-delivery unless the Customer puts the Company in a position to comply with the claims procedures under the carrier's conditions current at the commencement of transit.
- 7.3 The Customer shall not be entitled to any claim in respect of any repairs or alternations to goods undertaken by the Customer without the prior specific written consent of the Company nor shall the Customer be entitled to make any claim against the Company for any loss or damage or for any defect which arises out of fair wear and tear misuse or the Customer's failure to comply with any health and safety instructions or general instructions for use supplied with the goods or contained in the Company's packaging advertising technical or information literature.
- 7.4 The Customer shall supply it's own customer with any such instruction described in condition 7.3 and the Company shall have no liability for (and the Customer shall indemnify the Company against) all claims for loss damages costs and expenses arising out of the Customer's failure to do so.

8. LIABILITY

- 8.1 All implied terms conditions and warranties are excluded and the Company's liability in relation to any claim (whether for breach of contract or in tort) shall not in any circumstances exceed the price paid by the Customer for the goods nor shall the Company be liable for any consequential or indirect loss or damage.
- 8.2 In the event of the condition of the goods being such as might or would (subject to those conditions) entitle the Customer to claim damages or to repudiate the Contract shall not do so immediately but shall first ask the Company to repair the goods or supply replacements. The Company shall be entitled at its option to repair the defective goods or to supply replacements free of charge within a reasonable time if the Company does repair the goods or supply replacements the Customer shall accept them and the Company shall be under no liability in respect of any loss or damage whatsoever arising from or consequent upon the initial delivery of the defective goods or from any delay before the defective goods are repaired or the replacements are delivered.
- 8.3 The Company shall have no liability to the Customer for any loss or damage sustained by the Customer in respect of any claim or infringement of any patent copyright design trademark or other intellectual property rights arising out of the Customer's use or possession of the goods.

9. RIGHTS ON CUSTOMER'S DEFAULT OR INSOLVENCY

Without prejudice to any rights which it may have against the Customer the Company may rescind the Contract in whole or in part or suspend the deliveries under it or of any other goods in any of the following circumstances

- 9.1 if any sum is due from the Customer to the Company under the Contract (or on any other account) but is unpaid or
- 9.2 if the Customer is in breach or any provision of the Contract or
- 9.3 if the Customer becomes bankrupt or insolvent or enters into any composition or arrangement with the Customers creditors or in the event of a resolution being passed or proceedings commenced for the liquidation of Customer (other than for a voluntary winding-up for the purpose of reconstruction or amalgamation) or if a administrative receiver and/or manager is appointed overall or any part of the Customer assets or undertaking

10. GENERAL LIEN

Without prejudice to any other rights which it may have against the Customer the Company shall have a general lien over any property of the Customer which is in the Company's possession in respect of all unpaid debts due to it from the Customer The company shall be entitled to dispose of that property as it thinks fit after the expiration of fourteen (14) days prior notice to the Customer and to apply the proceeds of sale in or towards payment of those debts.

11. EXPORT

- 11.1 Without prejudice to the provisions of the Contract generally where any goods are exported from any country by the Customer or any other person acquiring the goods from or through the Customer the provisions of this condition 11.1 shall apply subject only to any special terms agreed in writing between the Company and the Customer
- 11.1.1 the Customer shall ensure that the goods comply with any legislation regulations or other legal requirements for the exportation of goods from the country from which the goods are exported the importation of goods into the country of destination and the payment of any duties and taxes and that the goods comply with any legislation regulations or other legal requirements concerning the sale or use of the goods in the country or destination and

- 11.1.2 the Customer shall indemnify the Company against all loss damages costs and expenses awarded against or incurred by the Company as a result of the Customer's failure to comply with the provisions of condition. 11.1
- 11.2 Payment of all amounts due to the Company shall be made by irrevocable letter of credit opened by the Customer in favour of the Company and confirmed by a bank in the Saudi Arabia acceptable to the Company or if the Company has agreed in writing on or before acceptance of the Customer's order to waive this requirement by acceptance by the Customer and delivery to the Company of a bill of exchange drawn on the Customer payable thirty (30) days after sight to the order of the Company at a nominated Bank in Saudi Arabia as may be specified in the bill of exchange.
- 11.3 The Customer undertakes not to offer the goods for resale in the Saudi Arabia or any other country notified by the Company to the Customer at or before the time the Customer's order is placed or to sell the goods to any person if the Customer knows or has reason to believe that the person intends to resell the goods in any such country.

12. FORCE MAJEURE

The Company shall be under no liability if it is prevented from or delayed in carrying out the whole or any part of the Contract for any cause beyond its control.