

IMPORTANT:

-The Equipment (i.e. Product, Software, Services, and Supplies) listed on this order are subjects to the terms and conditions stated in the General Terms and Conditions enclosed herewith.

-The information on the front of this Order takes precedence over the General Terms and Conditions enclosed herewith.

GENERAL TERMS AND CONDITIONS

AGREEMENT: This PO is between Gulf International Bank (Dhahran Branch), a Bank's branch duly licensed to operate as a branch in the city of Dhahran, Kingdom of Saudi Arabia pursuant to commercial license number 2052001920 at P. O. Box 39268, Dhahran 31942, Saudi Arabia, (the "**Purchaser**"), and [COMPANY NAME] (the "**Supplier**") for the Supplies, Deliverables and/or Services described in this PO or any SOW (as applicable). In this PO, the Purchaser and Supplier will be referred to individually as a "Party" and together as the "Parties".

Definitions and Interpretation

"**Affiliate**" for the purposes of this PO, an affiliate of a company shall be construed as a reference to any company, which (at any time during the term of this PO):

- a) is controlled, directly or indirectly, by the first-mentioned company;
- b) controls, directly or indirectly, the first-mentioned company;
- c) is under common control with the first-mentioned company; or
- d) which is, beneficially owned by virtue of holding more than half of the issued share capital, directly or indirectly, by the first-mentioned company,

and, for these purposes, a company shall be treated as being controlled by another if that other company is able to direct its affairs and/or to control the composition of its board of directors or equivalent body. For the avoidance of doubt, an affiliate shall include a company that becomes an affiliate by reason of a merger, acquisition or any other corporate action.

"**Confidential Information**" means any information which is marked as being confidential or which may reasonably be regarded as confidential, together with all information obtained from the disclosing Party that relates to the business, affairs, Supplies, technical information, developments, trade secrets, technology, know-how, methodology of supply, developments, finances, employees, customers or suppliers of either Party, including the subject matter of this PO or the SOW (as applicable).

"**Delivery**" means the completion of the delivery of an order after its successful installation and testing and acceptance in accordance with the terms of this PO.

"**Delivery Location**" the location specified for delivery of an order in accordance with the term of this PO.

"**Deliverables**" means the deliverables specified in the PO (and any Statement of Work) to be delivered on or before the Delivery Date.

"**Delivery Date**" means the date for the delivery of the Deliverables as set out in this PO or the SOW (as applicable).

"**GIB Group**" means Gulf International Bank B.S.C. and its Affiliates, subsidiaries or assigns from time to time.

"**Insolvency Event**" means in relation to a Party ("**Relevant Entity**"):

- a) the Relevant Entity becomes unable to pay its debts, admits its inability to pay its debts or becomes insolvent;
- b) a petition is presented, an order made or a resolution passed for the liquidation (otherwise than for the purposes of a bona fide solvent amalgamation or reconstruction), administration, bankruptcy or dissolution of the Relevant Entity;
- c) an administrative or other receiver, manager, trustee, liquidator, administrator or similar person or officer is appointed to the Relevant Entity and/or over all or any part of the assets of the Relevant Entity;
- d) the Relevant Entity enters into or proposes any composition or arrangement concerning its debts with its creditors (or any class of its creditors) generally; or
- e) anything equivalent to any of the events or circumstances stated in (a) to (d) inclusive occurs in any applicable jurisdiction.

"**Intellectual Property Rights**" means:

- a) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration;
- b) proprietary rights in domain names;
- c) applications, extensions and renewals in relation to any of these rights; and
- d) all other rights of a similar nature or having an equivalent effect anywhere in the world.

"**Third Party Intellectual Property**" means the Intellectual Property Rights of a third party which Supplier uses or incorporates into the Supplies or Services.

"**Services**" include but are not limited to, design, build, supply, delivery, installation, configuration, implementation, testing and commissioning, maintenance and other types of labour-based services as set out in the PO and the appendices (as applicable).

"**Supplies**" means Supplies specified in the PO and/or applicable Appendix.

"**Scope of Work**" (SOW) means the Purchaser's requirements as set out in the PO and/or the applicable Appendix.

"**Site**" means the Delivery Location.

In this PO:

1. SUPPLIES AND SERVICES

The Supplier shall provide Supplies in proper, secure and adequate packaging in accordance with prevailing commercial best practices and conform to the quantity, quality and Scope of Work in accordance with the relevant appendices to this PO.

The Supplier shall ensure that the Supplies shipped to the Purchaser will be free of damage and shall be fit for the purpose for which they are required and free from Defect whether patent or latent.

Expenses incurred by Purchaser due to Supplier's non-compliance with the Purchaser's instructions and/or the terms of this PO will be for Supplier's account. Purchaser reserves the right to reject any and all Supplies deemed by Purchaser to have been inadequately packaged.

Delivery shall be strictly in accordance with the terms set forth in this PO and as per the Delivery Date and Delivery Location set forth in the PO.

The Supplier must take all necessary steps to protect the Supplies from weather and other hazards prior to the acceptance of the Supplies by the Purchaser.

If any Supplies upon delivery or unpacking do not conform to the Scope of Work or the Purchaser's requirements in relation to design, material or quality or which are not of new manufacture or which are not in accordance with the samples approved by the Purchaser, then any such deviation shall hereinafter be called a "Defect" and the Purchaser shall be entitled at its discretion and without prejudice to exercise one of the following rights:

- (a) reject the Supplies in whole or in part and require the Supplier to credit the Purchaser with the cost thereof; or
- (b) require the Supplier promptly to replace or repair the Supplies free of all cost and at the Supplier's risk; or
- (c) require the Supplier to pay all the Purchaser's reasonable expenses and additional costs connected with such Defect.

2. **SITE SURVEY AND INSTALLATION:** The Supplier shall supply adequate information to enable the Purchaser to prepare the Site where the Supplies are to be installed along with all information relating to mechanical items and fittings required for installation of the Supplies.

The Supplier shall be deemed to have examined the SOW and no claim from the Supplier for additional payment will be allowed on the grounds of misinterpretation of the SOW on which the Supplier could reasonably have satisfied itself by consultation with the Purchaser. Additional quantities of Supplies will be charged extra at the per unit rate as specified in the PO. The additional cost of Services and / or Supplies that are not listed in the PO shall be mutually agreed upon between Purchaser and Supplier. Subject to the prior notice to and authorisation by the Purchaser, the Supplier shall be allowed access to the aforesaid site at all reasonable times.

3. **DELIVERY** of the Supplies shall be on the basis of Delivery Duty Paid (DDP) Incoterms at the Purchaser's premises and/or performance of the Services must be completed by the Delivery Date or in accordance with any other of the timescales set out in this PO. Purchaser may, accept a delivery in part and reject the remainder of the delivery if it is not delivered in accordance with this PO.
4. **DELAY IN DELIVERY:** the Purchaser may wholly or partly suspend, delay or interrupt the delivery and/or installation of the Supplies at the Purchaser's premises by reason of factors outside the Purchaser's reasonable control or for the convenience of the Purchaser for such period of time as the Purchaser may determine to be appropriate.

Supplier will perform its obligations as per the terms of this PO and the agreed timelines set out in this PO. If it fails to complete any of the Deliverables by any of the scheduled delivery or completion dates (as the case may be), Supplier will pay to the Purchaser liquidated damages in the amount of 1% of the entire PO value for each week of delay, or part thereof. In all cases, the maximum amount paid shall not exceed 10% of total PO value. Supplier agrees that this sum is a genuine pre-estimate by Purchaser of its loss caused by delay in provision of the Supplies and/or Service by the applicable date and not a penalty. Any liquidated damages payable herein may be set off by Purchaser or, if no further payments are due to be made by the Purchaser to the Supplier, then the Purchaser may invoice the Supplier for such liquidated damages, with such sums payable within thirty (30) days of the date of the invoice. Purchaser's right to liquidated damages is without prejudice to any other rights or remedies available to it under this Purchase Order that may apply in relation to a material breach of this PO.

5. **ACCEPTANCE:** the terms of this PO shall apply to the exclusion of any other terms that Supplier seeks, or may seek, to impose or incorporate (including any terms or conditions endorsed upon, delivered with, or referred to in any proposal, invoice, acceptance or acknowledgement of order or other document delivered by the Supplier to the Purchaser), and/or which are implied by trade, custom, practice or course of dealing.

Acceptance tests shall be required on completion of the installation of the Supplies in accordance with the Agreement and the Supplier shall agree with the Purchaser the time, date and location for the acceptance tests to commence. The tests shall be carried out by personnel of the Supplier, and others, in the presence of representatives of the Purchaser.

If the tests show the Supplies to be in accordance with the manufacturers' specifications, the Purchaser shall issue the Acceptance Certificate. If the tests show any of the Supplies or Deliverables to be defective, the Supplier shall rectify the defect after which the tests or such portion of them as may be mutually agreed upon shall be repeated. The time granted to the Supplier for rectification and further tests shall be not be more than 10 working days from the date of the test during which the Supplies were found to be defective or other timescale as agreed by the Purchaser.

The Purchaser shall not be responsible for any expenses the Supplier may incur in respect of such tests.

The Purchaser shall be allowed reasonable access to the Supplies prior to acceptance.

The acceptance tests shall be those defined in the Scope of Work.

If any Supplies delivered to the Purchaser are not in conformity with the requirements of the Purchaser or the terms of this PO, then, without limiting any other right or remedy that the Purchaser may have, the Purchaser may reject those Supplies and:

- a. require the Supplier to repair or replace the rejected Supplies at the Supplier's risk and expense within **10** working days of being requested to do so and provide a temporary swap of device within two hours to replace the affected device at the sole cost of the Supplier and shall be with a new device of equivalent standard in accordance with the proposal sent by the Supplier to the Purchaser; or
- b. require the Supplier to repay the price of the rejected Supplies in full (whether or not the Purchaser has previously required the Supplier to repair or replace the rejected Supplies).

The terms of this PO shall apply to Defective Supplies supplied by the Supplier.

6. **PRICE** : All prices are fixed and inclusive of all indirect charges such as, but not limited to, packaging, packing, shipping, carriage, freight, insurance, import duties, labour cost, delivery and installation, temporary storage in Supplier's warehouse, delivery and other charges and dues, and are not subject to adjustments save as specifically provided in this PO or the SOW.

All sums due to the Supplier under this PO are inclusive of all applicable taxes. The Supplier shall be liable for all taxes and if any taxes are to be withheld or deducted, the Purchaser shall withhold such amounts as are required by the governmental authorities and pay the remaining amount to the Supplier. The Purchaser may withhold payment of particular charges that it disputes in good faith. The Purchaser shall not be obliged to pay any charges or fees to the Supplier for any Supplies provided, unless the applicable charges and fees are either specified in this PO or any SOW (as applicable) or have been approved in writing in advance by the Purchaser. Except as set out in this clause, or as may be agreed pursuant to a SOW, the Purchaser shall not be liable to the Supplier for any other further charges, costs or expense

7. **PAYMENT** The Supplier will be paid as per the payment terms set forth in the PO and/or any applicable Appendix.

8. **ADVANCE PAYMENT GUARANTEE:** The Supplier will (at its sole cost) procure the issuance of a Advance Payment Guarantee ("APG") by a Saudi bank

(acceptable to the Purchaser) in favour of the Purchaser equivalent to the advance amount set out in the PO. The APG shall be held by the Purchaser against any default by the Supplier in the performance or execution of any of its obligations under this PO (including but not limited to timely completion of the delivery and installation of Supplies in accordance with the terms of this PO). The APG shall be in Saudi Riyals and valid until the completion of the final payment milestone set out in the PO. Other payments will be made in accordance with the payment term set out in the PO.

The Supplier shall submit invoices to the Purchaser following the Purchaser's issuance of an Acceptance Certificate, unless otherwise agreed by the Purchaser in this PO. The Purchaser must pay each properly issued and undisputed invoice within thirty (30) days following receipt of the invoice. GIB shall make reasonable endeavours to promptly pay undisputed invoices from the Supplier that are received in accordance with this PO, but cannot guarantee that such invoices will be paid before thirty (30) days from the date of receipt of such invoices.

9. **LICENCES:** It shall be the Supplier's sole responsibility to obtain all necessary foreign and Saudi Arabian licenses for the importation and/or continued use of the Supplies into the Kingdom of Saudi Arabia. The cost of obtaining shall be borne by the Supplier. For the avoidance of doubt, Purchaser will not be responsible for any such customs, duties, taxes or licenses fees.
10. **TITLE & RISK:** the title & risk to the Supplies shall pass to the Purchaser upon delivery of the Supplies in accordance with clause 1 of this PO. The passing of title shall not constitute acceptance of the Supplies by the Purchaser. In the event of rejection of the Supplies, either wholly or in part by the Purchaser, whether following an acceptance test or otherwise, title to such Supplies shall revert to the Supplier upon the Purchaser being reimbursed the total sum paid against the Supplies. Risk to the Supplies shall revert to the Supplier upon redelivery to the Supplier at the Purchaser's premises, as appropriate.
11. **SUPPLIERS' DOCUMENTATION:** the Supplier will promptly provide the Purchaser with all present and future instructions relating to the use and disposal of the Supplies and in particular draw attention to any dangers or hazards or restrictions associated with the Supplies. In particular the Supplier shall provide:
- technical manuals as required and detailed in the PO or Statement of Work. Such manuals shall be the manufacturer's approved manuals and illustrated parts catalogue where appropriate; and
 - unless otherwise requested by the Purchaser, the documentation shall be provided with the Supplies.
12. **WARRANTY:** The Supplier warrants that the Supplies are free from defects in material or workmanship for minimum period as per the manufacturers' warranty period. The Supplier shall promptly repair or replace at its own expense any defective product, part or component which fails under normal use.

The Supplier warrants that the Supplies are fit for the purpose for which they are intended as defined by the Scope of Work, and that provided the Supplies have been properly used under correct conditions and, if appropriate, have been given routine preventative maintenance recommended in the operation and maintenance manuals provided by the Supplier, the Supplier shall forthwith make good at his own expense any defects in the Supplies which become apparent within one (1) year from the date of certified acceptance by the Purchaser.

If the Supplier fails to rectify such a defect within a reasonable time after being notified by the Purchaser of the defect, the Purchaser may make good such defect and deduct the cost of so doing from any monies due or which may become due to the Supplier under the PO or any other Agreement or recover the sum from the Supplier as a debt.

The Supplier shall ensure that the Supplies are properly packed and secured in such manner as to enable them to reach their destination in good condition.

The Supplier shall comply with all applicable laws, enactments, orders, regulations and other instruments relating to the manufacture, packing, packaging, marking, storage, handling, and delivery of the Supplies.

The Supplier shall provide to the Purchaser on delivery manufacturers certificates of warranties issued by the manufacturer for each Product and all manufacturers' warranties shall be assigned to the Purchaser provided that in the event of any claims in relation to such warranties, the Supplier shall, at the Purchaser's request, claim under the warranty on behalf of the Purchaser.

13. **PRODUCT SUPPORT:** The Supplier shall make available to the Purchaser on a continuous basis technical support and spare parts in relation to the Supplies. No charge will be made by the Supplier in respect of the aforesaid technical support and spare parts for the duration of warranty period for any defects Supplies or parts. Where required by the Purchaser, such technical support and spare parts will be made available within a period of twenty-four (24) hours from notification of such requirement by the Purchaser.
14. **VARIATION:** The Purchaser reserves the right to make any variation to this PO at any time. Such variations to this PO will be made to the Supplier in writing from the Purchaser. After receipt of notification of any change as aforesaid, the Supplier shall submit to the Purchaser a statement in such detail as the Purchaser may reasonably require of the effect of such change and as soon as practicable the Purchaser and the Supplier shall agree upon any necessary and reasonable adjustment to the Agreement, and incorporate such adjustment into the Agreement by an amendment signed by authorised representatives of the Parties. Any variation agreed by the parties under the terms of this PO shall be documented and signed by the authorised representatives of both parties and shall operate as an amendment to this PO.

15. TERMINATION

Termination for Default

Without prejudice to any other rights or remedies to which Purchaser may be entitled, the Purchaser may terminate this PO without liability to the Supplier if: (a) Supplier fails to deliver any of the Deliverables or Services required by this PO within the time period(s) specified in this PO, the Delivery Dates or the applicable SOW or in the manner required by this PO; and/or (b) if any of the Deliverables or Services do not conform, in all respects, to the requirements of this PO or the applicable SOW; and/or (c) if any of the Deliverables or Services are not acceptable to the Purchaser; and/or (d) the Supplier commits any breach of its obligations under this PO and fails to remedy the breach (if capable of remedy) within fourteen (14) days of receiving written notice from Purchaser requiring its remedy. For the avoidance of doubt, the right to terminate shall be in addition to the other rights and remedies under this Agreement.

Notwithstanding anything herein to the contrary, Purchaser shall have the right, in its sole discretion, to terminate the PO for default if Supplier is in violation of any provision of clause 20 (Procurement Integrity), and Purchaser shall have the right to do so without giving Supplier an opportunity to cure. If Supplier is identified on any terrorist sanctions list recognised by Purchaser, this PO shall be subject to immediate termination for default upon written or oral notice to Supplier. In such case all funds paid to Supplier shall be immediately returned to Purchaser. Termination of a PO, however arising, shall not affect or prejudice the accrued rights of the Parties as at termination or the continuation of any provision expressly or implicitly stated to survive termination.

Termination for Insolvency

The Purchaser may terminate the Agreement with immediate effect by giving notice in writing to the Supplier in the event that the Supplier ceases or threatens to cease to trade, enters into liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation), has a receiver and manager or administrator appointed to any part of its assets, or makes any voluntary arrangement with its creditors or becomes insolvent.

16. **Cancellation:** This PO may be cancelled (in whole or in part) at any time by the Purchaser on written notice stating that the PO is cancelled. If such a notice is given then the Purchaser and the Supplier shall agree a fair and reasonable price for all work performed up to the date of cancellation. The agreed price together with any sums paid or due to the Supplier under this PO before the effective date of cancellation shall not exceed the total sums authorised by the Purchaser before the effective date of cancellation and such payments shall be the Purchaser's total liability in respect of the cancellation.

- 17. LABOUR:** The Supplier shall comply with the applicable provisions of the Saudi Arabian Residence, Social Security Labour Laws and such applicable laws and regulations and shall give first priority to Saudi Arabian Nationals in filling positions arising under the Agreement. The Supplier shall make his own arrangements for the engagement of all labour, local or otherwise, and for the transport, housing, feeding, application for security passes, drinking and other water. Payment for medical attention, medical expenses, entry visas, work permits, G.O.S.I. charges and any other payments required by any Saudi Arabian Government Agency shall be the responsibility of the Supplier.

If requested by the Purchaser the Supplier shall submit such evidence as the Purchaser shall require that the Supplier has discharged all its legal obligations to its employees and that its sub-contractors (if any) have done likewise.

Should the Purchaser at any time consider that such legal obligations have not been discharged it may deduct from any monies due and payable to the Supplier hereunder such amount as the Purchaser considers is required to discharge the said obligations. Should the Purchaser be required to discharge directly to the Supplier's employees or those of any of its sub-contractors any such legal obligation, without having deducted from any payments due hereunder sums sufficient to cover the same, it shall be entitled to recover all sums so paid from the Supplier.

- 18. SUB-CONTRACTS AND ASSIGNMENT:** No part of this PO may be subcontracted by the Supplier without the prior written consent of the Purchaser (which shall not be unreasonably withheld). The Supplier shall bear full responsibility and liability for any part of this PO which is subcontracted.

This PO may not be assigned in whole or in part by the Supplier without the prior written consent of the Purchaser (which shall not be unreasonably withheld). The Supplier shall bear full responsibility and liability for any part of the Agreement which is subcontracted

The Purchaser's interest in this PO shall be assignable to an Affiliate without the consent of the Supplier.

- 19. HEALTH & SAFETY:** the Supplier, its employees and its sub-contractors shall familiarise themselves with and shall comply with procedures of the Purchaser relating to discipline, fire, health and safety when on the Purchaser's premises.

- 20. PROCUREMENT INTEGRITY:** Supplier agrees to adhere to the highest standards of ethical competence and integrity in the performance of this PO, and to ensure that employees assigned to perform any Works will conduct themselves in a manner consistent therewith.

Supplier represents and warrants that it is in compliance with, and shall continue to comply with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction in which Work shall be performed under this PO.

Supplier acknowledges that it is aware of and will comply with Purchaser's Suppliers' policies, including but not limited to those regarding conflicts of interest, fraud and corruption, gifts, conduct of contractor personnel, contractor responsibility, and anti-money laundering policies (collectively "Purchaser's Supplier Integrity Policies"). Supplier represents and warrants that Supplier and Supplier's employees, subcontractors and subcontractors' employees are in compliance with Purchaser's Supplier Integrity Policies; and have not engaged in conduct that would lead to suspension, debarment or a finding of ineligibility.

Supplier agrees that a breach of this clause is a material breach of an essential term of this PO.

- 21. PO IDENTIFICATION:** the PO number must appear on all invoices, bills of lading, packing slips, cartons, and correspondence.

- 22. NOTICE:** Any notice required under this PO will be in writing, to the Parties' respective addresses appearing at the head of this PO, or such other address as the Parties may advise at a later date, and shall be deemed to have been sufficiently given or served if delivered by hand at the time and date of delivery, if sent by fax at the time and date of the successful fax transmission report; or if sent by mail forty-eight (48) hours from the date of posting.

- 23. LIABILITY:** Nothing in this PO shall operate so as to exclude or limit the liability of either Party to the other for fraud, death or personal injury arising out of negligence or any other liability that cannot be excluded or limited by law.

- 24. USE OF PURCHASER'S NAME :** Supplier may not use Purchaser's name and/or logo in any manner other than as identified in this PO without first obtaining written permission from Purchaser. Any other use of Purchaser's name, including use of Purchaser's logo or discussion of the Work performed by Supplier for Purchaser, is not authorised.

- 25. CONFIDENTIALITY:** Notwithstanding anything to the contrary in this PO, neither Party may disclose Confidential Information of the other to a third party, save as may be required by law, statute, rule or regulation, including any subpoena or other similar form of process and then (to the extent permitted by law) provided the Party to which the request is made provides the other Party with prompt written notice and allows the other Party to seek a restraining order or other appropriate relief. These obligations shall remain in effect for a period of two (2) years following the completion of the SOW or termination of this PO.

- 26. INDEMNIFICATION:** The Supplier shall indemnify the Purchaser against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Purchaser arising out of or in connection with:

- a) any claim made against the Purchaser for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Supplies;
- b) any claim made against the Purchaser by a third party arising out of, or in connection with, the supply of the Supplies, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this PO by the Supplier, its employees, agents or subcontractors; and
- c) any claim made against the Purchaser by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Supplies, to the extent that the defect in the Supplies is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.
- d) Nothing in this clause shall restrict or limit the Purchaser's general obligation at law to mitigate a loss which it may suffer or incur as a result of a matter that may give rise to a claim under this indemnity.

- 27. GOVERNING LAW:** This PO shall be governed by and construed in accordance with the laws of Saudi Arabia.

- 28. DISPUTES:** Any dispute, controversy or claim arising out of or relating to this PO in any way whatsoever, or the breach, avoidance, termination or invalidation thereof, that cannot be resolved by discussion between the Parties shall be finally determined by arbitration administered by the Saudi Chamber of Commerce in accordance with its Arbitration Rules. The number of arbitrators will be three, with one arbitrator to be selected by the Supplier, one arbitrator to be selected by the Purchaser, and the third arbitrator to be selected by the two arbitrators selected by the Supplier and the Purchaser. The language of the arbitration shall be Arabic.

- 29. Acknowledgement of Purchase order:** Please sign this order acknowledgement and return it to, Group procurement, Email: Group.Procurement@gib.com

[COMPANY NAME] accepts the above numbered Purchase Order in accordance with terms and condition stated herein. This acknowledgement should be signed and returned to the address within 5 days from the date shown above or within such other period as may be agreed in writing. Failure to do so will give GIB the right to cancel this Purchase Order without incurring liability.