



# Proforma Invoice

Triomada Plastic International Co.

CR Number : 2055009274 - Jubail,KSA

VAT Number : 300054679200003

	Number	Date
Pro Forma Invoice No	2000003628	Nov 26, 2024
Buyer PO No	Email As Of Today	Nov 26, 2024

Dear Customer,

TM acknowledge the receipt of your P.O. and we appreciate your business. We kindly ask you to verify the order details and to confirm your acceptance. Please be noted that tolerance level:  $\pm 5\%$  applicable either on film thickness, width, length, pre-stretch ratio or impact resistance. \*ETA is subject to change  $\pm 7$  Days, PI should be approved within 24 hours

Payment Term	Inco Terms	Currency	Port of Shipment	Port of Delivery
Cash in Advance	CPT	SAR	JUBAIL	RIYADH

Sales Manager	Customer Service Rep.
ATEEQ.ALZHRANI@TRIOMADA.COM	MOHAMED.SUHAIBUDEEN@TRIOMADA.COM

Buyer

Name	Build now trading company
Customer Code	810650
Bill To Address	Abdullah Bin Salamah Street, Al-Ulya District, Riyadh, 12222, Saudi Arabia
Phone No.	550654129
Email ID	
VAT No.	311230204700003

Consignee

Name	Build now trading company
Consignee Code	810650
Ship To Address	Abdullah Bin Salamah Street, Al-Ulya District, Riyadh, 12222, Saudi Arabia
Phone No.	550654129
Email ID	
VAT No.	311230204700003

Item Code	Description	Width (mm)	Packing Scheme	QTY (Roll)	Unit Price (Roll)	VAT Rate %	VAT Value	Amount
FA-23-C160-J	23-Clear Trio100 STD, SS-JR	500	P-STD-23-500-4565-27-V	513.00	217.00	15	16,698.15	128,019.15
FA-23-C160-J	23-Clear Trio100 STD, SS-JR	500	P-STD-23-500-4565-27-V	513.00	217.00	15	16,698.15	128,019.15
Total				1,026.00				256,038.30

Total Sales Amount 256,038.30

Sales Amount in words TWO HUNDRED FIFTY-SIX THOUSAND THIRTY-EIGHT Rial and THIRTY Halalas Only

Additional Information

Manufactured By	Triomada Plastic International Co.	Country of Origin	Saudi Arabia
Shipper Address	Jubail Industrial City, 11797, SA, 31961		

Bank Details	Al Inma Bank , King Fahad Road , Riyadh , Saudi Arabia , SAR A/C No: 68202501181000 , IBAN No: SA4305000068202501181000 , Swift Code: INMASARI
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I declare that the above information is true and correct to the best of my Knowledge

Name

Signature

Date

Stamp

**All Sales are as per attached Terms and conditions of Sales**

## 1) General

- a) All sales transactions with the Seller are subject to these Terms and Conditions of Sale.
- b) Unless agreed expressly in writing on the Seller's Order Confirmation, none of the Buyer's purchase conditions shall be part of a contract between the Buyer and Seller, including any terms and/or conditions which may be printed on or accompany the Buyer's order.

## 2) Quotation, Acceptance & Order Confirmation

- a) The Seller's quotation shall not constitute an offer by the Seller to supply the products described in the quotation. The Seller's quotations shall not be binding offers unless they are specifically stated to be binding. All quotations of the Seller are subject to change at any time prior to the Seller's Order Confirmation and automatically expire seventy-two (72) hours from the Seller's quotation.
- b) The Buyer's response to the quotation will be treated as an offer to purchase products ("Accepted Offer") and not be binding until the Seller's Order Confirmation.
- c) The Seller's acceptance of the Buyer's Accepted Order and this Order Confirmation Form ("Order Confirmation"), including these Terms and Conditions, shall constitute the binding contract between the parties. Upon the Buyer's receipt of the Seller's Order Confirmation, the Buyer shall be bound by the terms of the contract and obligated to execute the contract.
- d) If the Buyer thereafter proposes to alter or cancel the contract, the Seller may, in its sole discretion, accept such alteration or cancellation, provided that (i) the Buyer's alteration or cancellation notice is provided within forty eight (48) hours of the Seller's Order Confirmation; (ii) the contract does not relate to non-standard customized products; and (iii) the Seller shall charge a five percent (5%) cancellation charge.

## 3) Terms of Order Acceptance and Confirmation.

- a) Without prejudice to any other provision of these Terms & Conditions, by accepting the Seller's Order Confirmation and Pro Forma Invoice or otherwise placing an order for Seller's products, the Buyer acknowledges that it has read and accepted these Terms & Conditions and agrees that it is bound by them.
- b) The scope of goods to be supplied or services to be rendered shall be determined exclusively on the basis of the Seller's Order Confirmation. Any additional or subsidiary agreements shall only be applicable if made or agreed in writing by the Buyer, and accepted by the Seller.
- c) The Buyer, by entering into a contract with the Seller, does not rely on representations made by the Seller or any of its representatives and any and all such statements and representations are hereby superseded and excluded, unless expressly agreed in writing on the Seller's Order Confirmation or contained in these Terms & Conditions. Information and data included in product catalogues, price lists and specifications are only for information purposes and shall not be binding on the Seller, unless specific reference is made to such data by the Seller in the Order Confirmation.
- d) Notwithstanding any recommendations the Seller may make about its products, the Buyer shall be solely responsible for satisfying itself that the products are suitable for the Buyer's intended use and process conditions. The Seller accepts no responsibility for Buyer's final product. The Buyer shall ensure that the intended use of the products will not infringe any third party's intellectual property right and any confidentiality or non-disclosure agreement.

## 4) Delivery and Shipping.

- a) All products are sold in accordance with the delivery terms set forth in the Seller's Order Confirmation. The international rules for the interpretation of trade terms set out by the International Chamber of Commerce in 2020 (ICC INCOTERMS 2020), as revised from time to time, shall apply to all sales transaction with the Seller.
- b) The risk of loss shall transfer to the Buyer in accordance with the agreed delivery location, in accordance with the stated INCOTERM.
- c) The delivery date indicated in the Seller's Order Confirmation is based on anticipated conditions as of the Order Confirmation date and on the assumption of normal supply and manufacturing conditions and, accordingly, is an estimate only and not binding on the Seller. The Seller shall not be liable for any of the Buyer's losses resulting from delivery later than the proposed delivery date. No delay shall entitle the Buyer to cancel any Order Confirmation or to refuse to accept delivery of the products at any time.

- d) The cost of transportation, insurance and related charges shall be in accordance with the stated INCOTERM in the Order Confirmation, provided, however, that if the Buyer requests the Seller to make partial deliveries or makes other delivery request, then the Seller shall, in its sole discretion, charge the additional costs to the Buyer.
- e) All products referred to in the current price list are standard sizes supplied by the Seller. The Seller reserves the right to charge the Buyer additional delivery charges depending on the quantity of the products and the freight distance.
- f) The Buyer shall accept delivery whenever the Seller reasonably proffers it. The Seller may store at the Buyer's cost, without notice, any products which remain uncalled by the Buyer after the shipment date shown on the Seller's Order Confirmation.
- g) The Seller may cancel, in its sole discretion, the Buyer's order, in part or in full, if the Buyer seeks to delay or alter delivery, or for any other reason. For example, if the Buyer fails to abide by the credit policy or payment terms agreed with the Seller, the Seller may withhold shipment or production release until the Buyer has rectified the issues. The Buyer shall be solely responsible for any costs or damages relating, directly or indirectly, to the delays in shipment or delivery.
- h) For sales made under Incoterm CIF, once the Bill of Lading or released Seaway Bill is provided or sent to the Buyer by courier, such delivery shall constitute as proof of delivery of the shipment to the Buyer.

## 5) The Buyer's Obligations

- a) The Buyer is responsible for complying with the Seller's payment terms and provisions of credit policies, as communicated to the Buyer. In such cases as the method of payment is a form of secured payment, the Buyer shall provide to the Seller the required documentation no later than the earlier of fourteen (14) days of the scheduled shipment date or twenty-one (21) days after the date of the Seller's Order Confirmation.
- b) The Buyer is responsible for obtaining licenses for import and use of the products to the destination locations or countries. The Buyer shall indemnify the Seller for any damages related to delays with customs and any related issues which may result in additional fees, penalties, demurrage, retentions, or other charges or the cost of returning shipments.
- c) The Buyer is responsible for complying with all applicable local and national laws and regulations relating to the purchase, processing and use of the products.
- d) The Buyer understands the nature of the products and the potential health, environmental and safety aspects of the processing and use of the products. The Buyer is solely responsible for taking the necessary precautions required by applicable laws, regulations and standard practices, including safety measures in handling the products.
- e) The Buyer acknowledges that it is solely responsible for the obligations described in this Section 5 and that the Seller shall have no liability for the Buyer's failure to abide by this Section.

## 6) Pricing

- a) Prices are shown on the face of the Seller's Order Confirmation Form and Pro Forma Invoice.
  - b) Prices are exclusive of (i) value added tax (VAT) or other local taxes which Buyer shall be additionally liable to pay to Seller; (ii) any applicable letter of credit or other bank charges; or (iii) any other charges or costs not included in the Order Confirmation Form. These charges will be added to and charged on invoices at the then applicable rates and payable by the Buyer.
  - c) The Seller shall have the right to alter the price if the cost to the Seller of acquiring or supplying the products is increased between the date of the Order Confirmation and delivery. Such increases shall include, by way of example, increases in the cost of products, transportation or shipment, packaging or insurance or resulting from a change in exchange rate, a change in delivery date, quantities, pricing errors or delay caused by the Buyer's instructions. If such increases are necessary, the Seller will notify the Buyer in writing prior to delivery of such price increases. The Buyer shall have the right to cancel the order of standard products but not customized products within seven (7) days of the notice subject to the provisions of Section 2(d)].
- The Seller may charge the Buyer additional amounts to cover extra costs caused by lack of instructions, requests to suspend work or other changes requested by the Buyer.

## 7) Payment

- a) Except as otherwise agreed by the Seller, all payments shall be made in advance by means of SWIFT transfers to Seller's nominated bank account in the currency indicated on the Seller's Order Confirmation or by a letter of credit as agreed with the Seller.
- b) If the Buyer does not make payment when due, the Buyer shall pay a late payment service charge of one percent (1%) per month for each month or partial month that the Buyer does not pay to cover the costs of attorneys' fees to address the non-payment. Furthermore, the Seller shall have the right to sell amounts outstanding and unpaid by the Buyer to a third-party debt collector or financial institution..
- c) If the Seller agrees to accept payment by letter of credit, the letter of credit shall be in favour of and acceptable to the Seller, shall be maintained in sufficient amounts and for the period necessary to meet all payment obligations, shall be irrevocable and issued or confirmed by a bank in Saudi Arabia satisfactory to the Seller within fourteen (14) days after the date of the Seller's Order Confirmation. The letter of credit shall permit partial deliveries, provide for pro rata payments upon presentation of Seller's invoices and the Seller's certificate of delivery for products to the Buyer at the Seller's manufacturing facility, Buyer's facility, or of delivery into storage with certification of cause therefore and shall provide for the payment of any termination charges.
- d) In exceptional cases, the Seller shall agree to another form of payment provided that the Buyer has executed a promissory note [and confession of judgment] that is acceptable to the Seller.

## 8) Warranties

- a) Limited Warranty: The products shall be of satisfactory quality and comply with the Seller's Order Confirmation and shall be free from defects in material and workmanship according to the specifications provided by the Seller. The Buyer acknowledges that, consistent with industry norms, the products may have minor manufacturing tolerances or variations in workmanship, such as the width of products or other minor variations as described in the Seller's Product Specifications, and such variations shall not constitute a non-conforming product.
- b) The Buyer shall inspect all products promptly upon delivery and notify the Seller of any products claimed to be non-conforming such as visible defects, damages, packaging type, quantity, or wrong materials within twenty four (24) hours of delivery. The Buyer shall be deemed to have waived all claims against the Seller in respect of all the products delivered, unless the Buyer notifies the Seller in writing of apparent defects in the products within twenty four (24) hours from the date of delivery of the products.
- c) If the Buyer finds any products that are defective, the Buyer shall promptly cease continuing to use additional quantities of the products. The Seller shall only be liable to compensate for the initial products that may have been used, such as a one (1) product roll as a maximum.
- d) Any defective products or, at the Seller's discretion, a sample of such defective products, must be returned freight prepaid by the Buyer to the Seller's factory for inspection. Products returned to the Seller for which Seller provides replacement under this warranty shall become the property of the Seller.
- e) The Seller's obligation under this warranty shall be limited to replacement of the defective products with conforming products or, at the Seller's option, issuing a credit note equal to the pro rata invoice value of the products which prove to be defective in material or workmanship. The Seller will deliver any replacements for defective products to the Buyer on the same INCOTERMS as provided in the Seller's Order Confirmation.
- f) **SOLE & EXCLUSIVE WARRANTY. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESSED OR IMPLIED OR STATUTORY AND THE SELLER MAKES NO WARRANTY OF FITNESS OR MERCHANTABILITY. THE SELLER'S WARRANTY OBLIGATIONS AND THE BUYERS REMEDIES THEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED IN THIS SECTION.**
- g) The Seller expressly disclaims any other warranty and the Buyer acknowledges that the warranty in this Section 8 is the only applicable warranty, notwithstanding any other warranties that may be allowable or mandated by local law or regulations.

## 9) Limitation of Liability

- a) **DAMAGES LIMITATION. THE TOTAL LIABILITY OF THE SELLER ON ANY CLAIM WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE WHETHER SOLE OR CONCURRENT) OR OTHERWISE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE MANUFACTURE, SALE, DELIVERY, REPLACEMENT OR USE OF ANY PRODUCT OR THE FURNISHING OF ANY SERVICE SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE PRODUCT OR SERVICE OR PART THEREOF WHICH GIVES RISE TO THE CLAIM.**

- b) **NO CONSEQUENTIAL DAMAGES. IN NO CASE WILL THE SELLER BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, COST OF CAPITAL, CLAIMS OF CUSTOMERS FOR INTERRUPTIONS OR FAILURE TO SUPPLY, AND COSTS AND EXPENSES INCURRED IN CONNECTION WITH LABOUR OVERHEAD, TRANSPORTATION OR SUBSTITUTE FACILITIES OR SUPPLY SOURCES, LOSS OF PRODUCTION OR ANY OTHER LOSS INCURRED BECAUSE OF INTERRUPTION OF PRODUCTION. NOR SHALL THE SELLER BE LIABLE IF THE PRODUCTS ARE DEFECTIVE AS A RESULT OF MISUSE, ABNORMAL CONDITIONS OF USE, INCORRECT SPECIFICATIONS PROVIDED BY THE BUYER OR IMPROPER STORAGE INCONSISTENT WITH THE SELLER'S INSTRUCTIONS.**

- c) Without limiting any other provision of these Terms & Conditions, the Seller shall not be liable to the Buyer for
  - i) subject to Section 12(d)(ii), any loss, damage or injury, direct or indirect, resulting from any defects in the products howsoever arising (and whether or not caused by the negligence of the Seller, its employees or agents);
  - ii) Loss of profit, revenue, goodwill or any other economic loss including physical damage and costs or expenses suffered by the Buyer, or for any indirect or consequential loss suffered by the Buyer, howsoever caused;
  - iii) Damage to or shortages in quantity in any delivery, unless the Buyer notifies the Seller of any claim for damage or short delivery within twenty four (24) hours of receipt of the products; such notice shall be accompanied by acceptable proof of damage or a short delivery, such as the bill of lading or a gate pass certificate. The Buyer is required to record such damage or shortage on the delivery note of the shipping company or the Seller's note of delivery in such cases as the Seller is responsible for the shipment or transportation. If the Buyer does not notify the Seller within the stated timeframe, the delivery shall be deemed complete and any claim of damage or shortage shall not be accepted. For any claims relating to any products in transit, the Seller shall not be liable for shortage, loss or damage unless the Buyer gives written notice to the Seller in accordance with the terms and conditions of the insurance cover for the relevant consignment. All shortages or damage must be reported in writing to the relevant carrier and the Seller at the time of receipt of products. No claims will be considered unless the Buyer complies with the obligations in this Section; or
  - iv) defects in the products caused by unduly lengthy periods of storage, such as periods of more than six (6) months, or abnormal or unsuitable conditions of storage (including the manner in which the products are stacked and moved within the warehouse or other storage facility) or use by, or any act, neglect or default of Buyer, or of any third party.
- a) Warranty Returns
  - i) The Buyer shall be deemed to have waived all claims against the Seller in respect of all the products delivered, unless the Buyer notifies the Seller in writing of apparent defects in the products within seven (7) days from the date of delivery of the products.
  - ii) Completed claims with satisfactory proof thereof must be lodged with the Seller within the agreed warranty period for the products as stated in the Order Confirmation. The completed claim must specify in reasonable detail the nature of the defect and must include such supporting documentation as the Seller may reasonably require. The Seller shall then be allowed to inspect such products at the Buyer's works or have the products returned for evaluation. If the evaluation indicates the existence of a defect, then the Seller shall bear the transport costs and if not, the Buyer shall bear such costs.
  - iii) If permitted by the warranty terms of these Terms and Conditions, the Buyer may return standard products to the Seller for credit under the following conditions: (1) The Buyer obtains the written prior authorization from the Seller's designated representative; (2) The products and packaging material are in resalable condition to the reasonable satisfaction of the Seller, and (3) The Buyer abides by any other conditions and requirements of the Seller.
  - iv) If these warranty conditions are satisfied, the Seller shall accept the returned products and issue a credit.
- b) Non-Warranty Returns
  - i) At the Seller's sole discretion, it may agree to accept non-warranty returns from the Buyer, provided that for such returns, the Buyer shall be responsible for return shipment costs and shall receive a credit note that deducts a restocking fee equal to twenty percent (20%) of the invoiced price.
  - ii) Products with an expired shelf life and special-order or customized products are not eligible to be returned.

### **11) Force Majeure.**

a) The Seller may cancel or suspend its obligations under its contract with the Buyer without incurring any liability for any loss or damage resulting from the Seller's cancellation or suspension of the contract in circumstances beyond the Seller's reasonable control,

including, but not limited to, government acts, war, fire, flood, explosion, civil commotion or industrial dispute of a third party, armed hostilities, act of terrorism, blockade, embargo, strike, lock-out, sit-in, industrial or trade dispute, adverse weather, disease, accident to (or breakdown of) plant or machinery, shortage of any material, labor, transport, electricity or other supply, or regulatory intervention.

b) If as a result of the force majeure circumstances the quantities of products generally available for delivery shall be reduced or if the Seller is unable to make shipment of all products sold under this contract, the Seller shall be entitled to make pro rata delivery among its buyers. In the event of any such pro rata delivery, (i) the Buyer shall only be liable to pay the Seller for the quantity of products delivered to it (the price to be calculated on a pro rata basis); and (ii) the Seller shall have no further liability to the Buyer.

### **12) Intellectual Property**

a) The Seller reserves all intellectual or industrial property rights and copyrights in respect of all technical and commercial documentation provided by the Seller, regardless of the format in which it is displayed. Such documentation shall not be disclosed to any third party without the prior written permission of the Seller and shall be returned to the Seller immediately if requested by the Seller, which the Seller may do at any time.

If the Buyer receives a claim that any products manufactured by the Seller solely and exclusively according to the Seller's specifications infringes any applicable patent, the Buyer shall notify the Seller promptly in writing and give the Seller information, assistance and exclusive authority to evaluate, defend and settle such claim. The Seller shall then at its own expense and option (i) settle such claim; (ii) procure for the Buyer the right to use such products; (iii) replace or modify it to avoid infringement; (iv) remove it and refund the purchase price (including transportation and installation costs) less a reasonable amount for depreciation, or (v) defend against such claim.

Provided timely notice has been given by the Buyer, should any court of competent jurisdiction hold such product to constitute infringement, the Seller shall pay any costs and damages finally awarded on account of such infringement and, if the use of such products is enjoined, the Seller shall take at its own option one or more of the actions specified in Sections 12(b)(i) -(iv) above.

The Buyer shall indemnify the Seller against claims, losses and costs arising by reason of:

The infringement of patents, design rights, trademarks, copyrights and other intellectual property rights arising out of work carried out in accordance with the Buyer's specifications or from the use of the Buyer's specifications; and/or Any loss, injury or damage suffered by a third party arising out of use of the products.

### **13) Applicable Law and Dispute Resolution**

a) Applicable Law. These Terms & Conditions shall be governed by and construed in accordance with the laws, rules and regulations of Saudi Arabia for transactions with Buyers in the following MENA countries (Algeria, Bahrain, Egypt, Iraq, , Jordan, Kuwait, Lebanon, Libya, Morocco, Oman, Qatar, Saudi Arabia, Syria, Tunisia, United Arab Emirates and Yemen.) For sales to all other countries, the laws of England and Wales shall apply.

b) Dispute Resolution. Any dispute, controversy, or claim arising out of or in connection with this contract and these Terms and Conditions, whether in tort, contract, under statute, or otherwise, including any question regarding the existence, validity, interpretation, breach, or termination of this Agreement, which cannot be settled amicably shall be finally settled by arbitration administered by the Saudi Center for Commercial Arbitration (the "SCCA") in accordance with its Arbitration Rules (the "SCCA Rules") in force at the date of the arbitration request. In case of conflict between the SCCA Rules and the provisions of this Article, the provisions of this Article shall prevail.

i) The arbitration shall be conducted and any award rendered in English. The arbitral tribunal shall consist of a sole arbitrator nominated in accordance with the SCCA Rules.

ii) The seat of arbitration shall be Riyadh and the place for hearings in Riyadh shall be agreed by the parties or, failing agreement, determined in accordance with Article 17 (Place of Arbitration) of the SCCA Rules.

### **14) Notices.**

a) All notices, communications and demands of any kind which the Seller or the Buyer may be required or desire to serve upon the other party under the terms of these Terms & Conditions shall be in writing and served by personal service, confirmed telecopy or a recognised courier service at the address of the party indicated on the Order Confirmation or invoice or at such other address as may be designated by the party by a notice to the other party given in conformity with these Terms & Conditions.

b) Notices shall be deemed delivered, in the case of personal service, upon delivery and in the case of courier, upon the recipient's first clear business day at least two (2) complete calendar days after delivery to the courier. Notices may be delivered by confirmed telecopy and shall be deemed delivered on the recipient's first clear business day following the date of transmission, provided that an answer back confirmation is available and received.

### **15) Waiver.**

a) There shall be no waiver of any term, provision or condition of these Terms & Conditions unless said waiver is evidenced in a written document duly signed on behalf of the waiving party.

b) No such waiver shall be deemed to be or construed as a continuing waiver of any such term, provision or condition unless the writing which evidences such waiver states to the contrary. The waiver by a party of any of its rights or remedies under these Terms & Conditions in a particular instance shall not be considered as a waiver of the same or different rights or remedies in subsequent instances.

### **16) Severability.**

a) If any part (including any clause, article, section or part thereof) of this contract is or becomes invalid, illegal or unenforceable in any respect, it shall be deleted and the remaining parts of this contract shall continue in full force and effect and, if necessary, the parties shall agree any amendments to this contract necessary to give effect to the spirit of this contract with due consideration to the economic interests pursued by each party and guided by the principles of reason and fairness.

### **17) Entire Agreement.**

a) Each of the parties confirms that these Terms and Conditions represent the entire understanding, and constitutes the whole contract, in relation to its subject matter and supersedes any previous agreements, arrangements or understandings between the parties with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or custom.

b) Priority of Terms. These Terms and Conditions supersede and prevail over any general or special terms or conditions imposed or sought to be imposed by the Buyer at any time in relation to any order.

### **18) Amendments**

This Agreement may be amended only by the written agreement of all parties