

## DISTRIBUTION AGREEMENT

This 'Distribution Agreement' is made and is effective from 10<sup>th</sup> January 2023 having validity until completion of delivery of all lots against MOCI Corn Oil tender No. 41/2022.

BETWEEN

**QATAR FOOD INDUSTRIES – OIL Division (QFO)**  
P.O.Box.1444  
Doha – Qatar  
(Hereinafter referred as 'QFO')

AND

**QATAR FLOUR MILLS CO – Trading Division (QFT)**  
P.O.Box.1444  
Doha – Qatar  
(Hereinafter referred as 'QFT')

### RECITALS

WHEREAS, 'QFO' wishes to sell products manufactured as 'Tamween Corn Oil 3 Ltr', and 'QFT' desires to purchase the products to cater the underlying Ministry of Commerce & Industry (MOCI) Tender supply contract # 41/2022, it is agreed as follows.

1. 'QFO' agrees to sell to 'QFT', and 'QFT' hereby agrees to purchase and acquire the goods for further sales to MOCI against Tender supply contract.
2. 'QFO' agrees to sell to as per the monthly Lot schedule mentioned as follows, further there is a quantity tolerance of +/-20% at 'QFT' option :-

Corn Oil Tender 41/2022			
Lot	Carton	Delivery	
		From	To
1	80,000	8-Mar-2023	7-Apr-2023

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2	80,000	8-Apr-2023	7-May-2023
3	80,000	8-May-2023	6-Jun-2023
4	80,000	7-Jun-2023	6-Jul-2023
5	80,000	7-Jul-2023	5-Aug-2023
6	80,000	6-Aug-2023	4-Sep-2023
7	80,000	5-Sep-2023	4-Oct-2023
8	80,000	5-Oct-2023	3-Nov-2023
9	80,000	4-Nov-2023	3-Dec-2023
10	80,000	4-Dec-2023	2-Jan-2024
11	80,000	3-Jan-2024	1-Feb-2024
12	80,000	2-Feb-2024	2-Mar-2024
960,000			

3. This agreement is valid up to last date of delivery of Lot # 12 i.e. 2<sup>nd</sup> March 2024 as per MOCI Schedule. However, in case if QFT gets the extension from MOCI on the underlying MOCI tender contract, this agreement automatically gets extended by the similar period.
4. Besides the above, QFO also agrees that, any cost incurred by QFT on behalf of QFO will be debited to QFO account.
5. The corn oil must be supplied must be as per underlying MOCI tender contract specifications.
6. Corn oil specifications, Packaging, Shipping Remarks, Product Expiry, Deliveries etc. must be as per the underlying MOCI tender contract terms.
7. **PENALTY**  
QFO will be solely responsible for any MOCI penalty arising due to non-delivery/weight/quality aspects.

**8. INVOICING**

- a. The price of TAMWEEN Corn Oil 3Ltr is fixed at QAR 95.84 / Carton for the entire period of the contract quantities as mentioned in monthly schedule in clause # 2 of this contract.
- b. All prices are in QAR - Qatar Riyals Inclusive of delivery to QFT or 'ANY OTHER' warehouse specified by QFT in Qatar.

**9. PAYMENT TERMS**

QFT agrees to pay to QFO within 7 working days of receiving monthly Lot payments (Net of any deductions from MOCI due to non-compliance of any terms as per the underlying MOCI tender supply contract) from the date of receiving of money in their account from MOCI against the underlying tender contract.

**10. GOVERNING LAW AND SETTLEMENT OF DISPUTES**

This agreement shall in all respects be interpreted, construed and governed by the laws of state of Qatar. Should any dispute arise relating to this agreement parties shall try to resolve it amicably. In case of failure the parties shall refer to arbitration panel established in Qatar under the rules of Qatar International conciliation and arbitration center. Unless the parties agree to the appointment of a sole arbitrator, each party shall appoint an independent arbitrator and the two arbitrators thus chosen shall appoint the third arbitrator who will be the president of the arbitration tribunal. The arbitration shall take place in Qatar.

**11. ACKNOWLEDGEMENT**

IN WITNESS WHEREOF the Parties have executed this agreement on THIS DATE 10<sup>th</sup> January 2023 hereof having one original for each

QATAR FOOD INDUSTRIES – OIL Division (QFI)

AUTHORISED SIGNATORY



QATAR FLOUR MILL CO – TRADING DIV. (QFT)

AUTHORISED SIGNATORY

