

An inconvenience fee of QAR 1,000 per incident will be paid by the Business Partner if the Business Partner communicate with the Company's customers in any way (including through email, telephone, WhatsApp, SMS) unless such communication is pre-approved by the Company in writing.

Section	Counterpart	Product Scope	%/Amount	Minimum Guarantee	Starting Date	Ending Date	BU Scope
Section O - Special Agreement for Carrefour Market / Supoco / Compact Stores (CBC) only	Comments			NOT APPLICABLE			

Section	Counterpart	Product Scope	%/Amount	Minimum Guarantee	Starting Date	Ending Date	BU Scope
Section P - Import Orders And Deliveries (Does Not Apply)	Comments			NOT APPLICABLE			

Section Q - Integration To Electronic Data Interchange (EDI) YES NO

1. Company shall implement full integration to the Electronic Data Interchange platform ("EDI") All EDI Portal integration costs shall be borne in full by the Business Partner, due to the advantage of it.
2. The Business Partner shall pay an amount of QAR 5,000 plus VAT for the usage of the EDI Portal. The amount shall be invoiced & deducted directly from the payments due.
3. In the event that the Business Partner fails to fully integrate the EDI platform in all messages (orders, data-sharing, invoices...), at the Company's discretion, within the date set out in Section R (1) above due to its own fault, then the Company reserves the right to charge an inconvenience fee of _____ per day of delay, such inconvenience fee to be set off directly from payments due.

Section R - Sampling Support Project & Fees

Name of Agreement	Amount - %	Hours	Starting Date	Ending Date
Sampling Support Fees				
<i>Comments Monthly Credit Note deducted from payment</i>				
1. The Company shall implement the Sampling Support Project centralized at Company's Head Office within the Merchandise team in support with an internal business tool & setup.				
2. The Business Partner shall pay the above amount plus VAT for the Sampling project.				
3. Business Partner will have to provide within 45 days before the sampling event all the requirements as per the guidelines (annexure) attached.				
4. The payment shall be invoiced & deducted monthly from payments due.				
5. In the event that Business Partner fails to provide the completed detailed plan following the guidelines or any required approval, at the Company's discretion within the date set out in the section then the Company reserves the right to charge the full amount for the hours.				
6. For the avoidance of doubt, the in-store sampling in stores may not be negotiated at store level and third party sampling companies may not be permitted at store level.				

Section S - Food Safety & Quality Control Fees *NOT APPLICABLE*

Name of Service	Annual Fees	Starting Date	Ending Date
Supplier Audit Fees			
Product's Analysis Fees			
1. For Fresh Food Suppliers and if required for FMCG suppliers, if the audit is conducted by external third-party company, the approval and routine Audit's fees should be charged to supplier.			
2. For Private Brand Suppliers, The Supplier will bear all costs incurred related to quality control activity in term of the lab analysis for the Private Brand samples after the product's launching and the Supplier audit during the approval phase and after launching for the existing products.			

Section T – Merchandiser Support Details (Please fill up the below)

To state clearly that deduction will be done at source via credit note if the merchandiser failed to Punch and to mention clearly that it is the responsibility of the supplier and the merchandiser to apply carrefour rules in regards to punching and attendance, Merchandiser fees are non-refundable

Store Name	No. Of Count Of Merchandisers	Days Of The Week	Working Hours
Section U - Commercial Display Support Fees	Comments	NOT APPLICABLE	

Method of payment for section A1, A2, B, C, D, F, G , H, I, O, P, Q, R, S, & U Monthly Invoice Deducted from payment

Section V - OPENING AGREEMENT FEES for Each opening of a store *NOT APPLICABLE*

Store Size	Small Less than 2,000 SQM	Medium Between 2,000 & 5,000 SQM	Large More Than 5,000 SQM
(Hereinafter referred to as the "Opening Fee"), to be paid by the Second Party. The Opening Fee shall be paid immediately on the signing of this opening Agreement or in such installment as permitted by the First Party and shall not be refundable under any condition whatsoever. The First party neither guarantees any minimum purchase quantities nor commits any specific placement location or Particular shelf space. Provided that assortment are listed within the same store and business partner items are displayed.			

1. The purchase of Products made before the Opening Day will be upon terms and subject to the conditions agreed in the Rebates Agreement independently from this opening Agreement
2. Payment of the Opening Fee:

Opening Fee invoiced. Fully paid during the following month of the Store Opening Day.

In addition to the rebates/discounts/credit or other terms agreed in Rebates Agreement of 2024, the First Party will be entitled to:

- Discount of _____ % on _____ during _____

- Additional hours of merchandising during _____

- _____ free samples of each Product under the first purchase order.

3. This Opening Agreement is a one-time arrangement for the placement of the Second Party's Products for sale on the shelves of Store on the Opening Day.

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4. The Standard Terms and Conditions set out in Annexure 2 of the Supply of Goods and Provision of Services Partnership Agreement shall apply to this Opening Agreement
5. To add that deduction of opening fees will be applicable on the supplier global balance inside the country

Supplier Feedback (Terms Amendment)

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ANNEXURE 2 STANDARD SUPPLY TERMS AND CONDITIONS



DEFINITIONS

In these Standard Supply Terms and Conditions, in the Agreement, in the Local Purchase Order, and in the Special Terms of which they form an integral part, the following expressions shall, unless the context otherwise admits, carry the meaning respectively assigned to them hereunder:

"Agreement" means the agreement entered into between the Business Partner and the Company for the sale and purchase of Products in accordance with the Local Purchase Order, the Special Terms and the Standard Terms, of which they form an integral part and which taken together shall govern the relationship of the Parties in respect of the purchase and sale of the Products. Any individual reference to each of the Agreement, to the Local Purchase Order, the Special Terms and the Standard Terms shall include a reference to all of the others.

"Applicable Currency" means the lawful currency of the Territory.

"Centre" means the shopping centre in which the Store is located.

"Store" means the store(s) referred to in the Opening Agreement.

"Opening Agreement" means the agreement entered into between the First Party and Second Party, to which these Standard Terms and Conditions are attached, whereunder the Permission is granted by the First Party to the Second Party.

"Opening Fee" means the fee payable by the Second Party to the First Party as specified in the Agreement, in consideration for grant of the Permission by the First Party.

"Opening Day" means the day on which the store will be opened to the general public for business.

"Other Fee" means any fee in addition to the Opening Fee agreed to be paid by the Second Party to the First Party, as specified in the Opening Agreement.

"Parties" means the First Party and the Second Party.

"Permission" means the permission granted by the First Party to the Second Party under the Opening Agreement to place its products on the shelves on the Opening Day.

"Products" means the merchandise to be displayed and sold at the Store, as approved in advance by the First Party, and as specified in the Opening Agreement.

"Shelves" means the spaces within the Supermarket as specified in the Opening Agreement, wherein the First Party agrees to place the products of the Second Party.

"Territory" means the jurisdiction in which the Supermarket is located.

"Advertising Fees and Digital Support Fees" means the payment made by the Business Partner to the company for services related to listing and supporting products in Stores and Web Stores.

"Applicable Law" means the law governing products including manufacturing, labelling, packing, storage, distribution, transportation, sale, purchase and taxation, in the relevant Territory.

"Business Partner" means the seller of the Products specifies in the Agreement and recipient of the Services.

"Company" means the entity described as such in the Agreement.

"Commercial Display Support Fees" means calculation consideration for from the Company to improve the quality of the Products displayed in the selling area of the Stores.

"Defective Goods" means the goods described in Clause 6 hereof.

"Delivery Point" means serviceDesignated location for delivery, either the Store's external service area, loading dock, or another specified area by the Store.

"Web Store" means the web store owned and operated by the Company, its related web pages and premises.

"Falsified Goods" means the goods described in Clause 7 hereof.

"Import Business Partner" means the Business Partner registered in a foreign country that provides Products which are then imported to the Territories and recipient of the Services. **"Incoterm"** means the international sales agreement defining the split of cost and responsibility between the Store and the Import Business Partner as per ICC's 2020 regulations.

"Local Purchase Order" means the store's to Business Partner for Products supply under the Standard Terms and Special Terms, if any;

"Logistics Fees" means the calculated consideration for the Company for providing the Business Partner with logistics services through its central warehouse or/and its logistics equipment.

"Loyalty Participation Fees" means the calculated consideration for the Company for providing the Business Partner with Services to include the Business Partner Products in the Company's loyalty programs to improve Business Partner's items sold.

"Margin Support Fees" means the calculated consideration for the Company for providing the Business Partner with Services to optimize Business Partner's selling prices to competitive selling prices to maximize the Business Partner's profitability.

"National Event Display Fees" means the payment made by business partner to the Company preferential products placement units during national promotional activities in the Stores.

"Net Turnover" means the sum of the net invoiced purchases (excluding VAT) of the relevant products before deducting any discounts, rebates or reductions granted, and payment of which is deferred, and after deducting any credit notes for returns of goods. All rebates and other fees in percentage are applicable to the net turnover.

"No Return Fees Allowance on Damaged Items" means the payment by the business partner to the Company for waste management, of defective damaged or expired goods to enhance profitability.

"Parties" means the Company and the Business Partner and Party shall mean either of them.

"Procurement Services Fees" means the calculated consideration for the Company for providing the Business Partner with Services to increase Business Partner's basic sales by displaying and merchandising Business Partner's Products in the selling area.

"Products" means those goods mentioned in the Local Purchase Order, as may from time to time be issued by each Store.

"Promotion Activity/Display Fees" means the calculated consideration for the Company for providing the Business Partner with Services to allocate Products in a preferential space in the selling area of the Stores to increase Business Partner's items sold and/or Support from the Company to improve the quality of the Products displayed in the selling area of the Stores.

"Range Management Fees" means the calculated consideration for the Company for providing the Business Partner with Services to optimize the range of Products offered in the Stores and maximize the Business Partner's profitability.

"Receiving Control List" means the final invoice issued by the Company at the time of accepting delivery of the Products, showing the list of the quantity and prices of Products delivered and accepted for payment or showing the list of quantity accepted when products are delivered to logistics warehouse.

"Rejection Costs" means all those costs and expenses enumerated in Clause 9 hereof.

"Sales Invoice" means the invoice accompanying the delivery of the Products;

"Sales Target Achievement Fees" means the calculated consideration for the Company providing the Business Partner with Services to increase Business Partner sales by displaying and merchandising Business Partner's Products and reaching the agreed target.

"Sampling Support Project & Fees" means the calculated consideration for the Company for providing the Business Partner with services to sample Products in preferential stores to increase Business Partner's items sold

"Service Centre" means a fully equipped facility manned by qualified, properly trained and competent staff and technicians possessing the necessary skills to carry out all repair and maintenance work and the requisite authority to perform and discharge all warranty obligations in relation to the Products.

"Special Agreement for Carrefour Market/Compact Stores (CBC)" means the calculated consideration for the Company for providing the Business Partner with Services to increase Business Partner's basic sales by displaying and merchandising Business Partner's Products in the selling area of its supermarket stores.

"Special Terms" means the special terms attached to the Agreement on Annexure 1.

"Standard Terms" means these Standard Supply Terms And Conditions to the Agreement as Annexure 2.

"Store(s)" means any of the hypermarket or supermarket stores or logistics warehouse or the Web Store listed in the Agreement, and where the context so requires, means the Company.

"Term" means the duration of the Agreement as therein specified which may be extended automatically with the Logistics Conditions and Guidelines whenever applicable on the expiry date until a new agreement is duly signed between the Parties unless otherwise decided by the Company not to conclude the new agreement.

"Territories" means the countries in which the Store is situated.

"T.O." means the value Products accepted by the Store less Products returned.

"VAT Invoice" means the invoices provided by the Parties to each other with the tax details in accordance with the Applicable Law.

"Web Store" means the web store owned and operated by the Company, its related web pages and premises.

TRADE LICENSE

The Second Party must obtain necessary trade licenses and approvals as applicable in the Territory within 60 days from the agreement signing. Failure to comply results in penalties up to 1 months fee per day of delay. First Party can also terminate the Opening Agreement at its discretion.

NATURE OF OPENING ACTIVITY

The Permission granted hereunder shall not be interpreted or construed as creating any business partnership, joint venture, agency or any other relationship between the First Party and the Second Party, except as expressly stated herein.

OPENING FEE AND OTHER FEE

In consideration of the permission given by the First Party to the Second Party, the Second Party shall pay the First Party the opening Fee and any Other Fee as stipulated in the Opening Agreement.

The Opening Fee and Other Fee shall be clear and free of all charges and levies, including any withholding tax/tax retention as applicable under the local laws.

The Opening Fee shall not be refundable under any conditions whatsoever.

BUSINESS PARTNER'S REPRESENTATIONS

Business Partner represents that it is legally entitled to and is duly authorised by the principal/manufacturer or the principal's/manufacturer's agent to sell the Products in the Territory, that the sale of the Products at the Store does not and will not violate any agreement, undertaking or arrangement between the Business Partner and the principal/manufacturer in relation to the Products and that a fully operational Service Centre for the Products exists within the Territory.

Business Partner undertakes that all its representatives/employees working in the Stores for the purpose of this Agreement must have Qatar Municipality Health Cards and certified Training (if applicable) or its equivalent in accordance with the applicable laws.

Business Partner undertakes to ensure the continued validity of the above representations throughout the Term. Should any event occur or circumstance arises rendering the above representation incorrect or invalid, the Business Partner shall forthwith inform the Company.

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