



Purchase Order

PO Number	4600004233	Date :	Feb 13, 2025	Total No.of Pages	5
PR No:	11001768				
Vendor	0020000975-INTERNATIONAL N&H DENMARK ApS				
Subject					

Vendor Address:

INTERNATIONAL N&H DENMARK ApS
Langkaer 22, 6100
Haderslev-6100
Denmark
Tel :004570711324
Mob :004570711324

Email :Birgitte.Thogersen@iff.com

Ship To :

NADEC Foods _KSA
Alkharj-Harad Road
Haradh-36997
Saudi Arabia

Payment Terms	75 Days Credit from Invoice Date		
Incoterms	CPT-RIYADH		
Delivery terms			
Mode of Shipping		Delivery Date	

Instructions to Supplier :**General terms and conditions:**

1. In case of any question, please contact Ibrahim N. Alkhura Ext.: Email : in.alkhurayyif@nadec.com.sa
2. This P.O.No. should be written in all delivery note and invoices and all correspondents to speed up payments and traceability.
3. All Invoices should be sent to invoice@nadec.com.sa.
4. Order acknowledgement should be received within 72 hours from the order date and the order number should be quoted on all supporting documents. Please use the fax numbers : +966 11 2027888 or +966 11 4012193 for sending order acknowledgement.
5. Commercial terms attached ,which form art of the order.

Authorization signature(S) : This is SAP generated / Authenticated document which does not require any signature/stamp and approves our purchase materials or services.

Note: Our purchase order number must be quoted on all documents related to this order subjected NADEC company conditions of order, any disagreement between this purchase order and your invoice in respect of unit prices, discount or freight it may result delay in payment unless otherwise instructed above, all invoices for payment must be submitted to NADEC Head office Attn: shared services, finance department.

NADEC Head office:- telephone: +966 11 2027777 / Fax: +966 11 2027888 / POBox-2557; Riyadh-11461; Kingdom of Saudi Arabia.

email - info@nadec.com.sa

A Share stock Co-Paid up capital 1,770,000,000 SR: CR.1010018795-RCCI 7310

General Terms and Conditions

Standard Purchase Order Terms & Conditions

AGREEMENT:

These Purchase Order Terms and Conditions issued by The National Agricultural Development Company (NADEC), as "Buyer" to the supplier on a P.O., referred to as "Seller". The "Buyer" and "Seller" were referred to jointly as the "Parties"

This Purchase Order and these terms and conditions are integrated and constitute a contract between the two parties. The Seller agrees to supply the order with respect to the PO specification, quantity, value and if any attached drawings.

AMENDMENTS:

The buyer reserves the right to make changes in specifications and quantities during process of the Purchase Order.

The seller agrees to comply with Change Orders. Amendment would be made for cost or delivery effects resulting from such changes.

SPECIFICATIONS:

The seller shall clarify with the buyer any ambiguity or unclear specifications in the Purchase Order before execution. Otherwise, our interpretation would prevail.

INSPECTION:

The buyer reserves the right to assign company representative or a third party inspectorate to check and ensure quality compliance at the seller's premises during process of this Purchase Order. The seller shall cooperate in this connection.

WARRANTY:

The seller stands a warranty or a guarantee with respect to agreed specifications, quality and performance of the item (s) in this Purchase Order. The seller agrees to provide us brand new item(s) and not refurbished and fresh products of maximum validity dates unless stated otherwise in seller's quotation.

PENALTY:

In case of delay by the seller in meeting the agreed delivery commitment, the buyer reserves the right to entitle and impose delay penalty Charges with written notice to the seller, as per buyer purchasing policy.

In addition to that, this delay affect the operation, the buyer have a right to procure those materials from an alternative source at the seller's expense or buyer may advise the seller to bear the delivery improvement premium or extra freight cost e.g., diversion from ocean to air.

Penalty clause would be applied for consequential losses if the seller submitted false certificates of product conformity and the buyer suffered from the resultant adverse effects.

REJECTION OF MATERIAL

In case of rejection of item (s) in this PO or part thereof for non-compliance with agreed specifications, the seller shall bear the expenses for returning such materials and providing correct replacement at seller's expense. Seller would accept such rejection claims up to three months from Received Delivery Date in respect of machinery or spare parts and up to usage validity date, and in respect of other items; such as, raw materials, food items and animal feed.

NON-MATERIAL REQUIREMENTS:

Manufacturer's drawings, installation manuals for equipment and machinery, Safety Data Sheets for Chemicals, Health Certificate, Dioxin Certificate, and Certificate of Analysis for Food items and Animal Feed, etc., as applicable to the ordered item (s), must be provided to the buyer or included with the consignment duly marked with the PO number.

DELIVERY AND PACKING (FOREIGN / LOCAL PURCHASE):

All Orders must be packed adequately according to nature of material and mode of shipment in safe standard Air or Sea worthy packing.

Each package must bear the seller's name and address and the buyer's shipping marks. Pillarization details must be included in Packing List giving number of packages, contents, dimensions, net and tare weight, etc. In case of containerized shipment, packing list must be pasted inside the container. Packing costs not to be charged unless stated in the PO.

The seller shall deliver the order in the buyer's premises or as agreed with transportation cost and risk as the seller's obligation.

GOVERNING LAW:

The laws of the Kingdom of Saudi Arabia would govern this Purchase Order and all transactions. Related financial expense of the Seller would not be our obligation.

SHIPPING MARKS:

The National Agricultural Development Co (NADEC)

P. O. Box # 2557, Riyadh 1 1461, Kingdom of Saudi Arabia

Tel # (966) (1 1) 2027777, ext ; 17800 Fax # (966) (1 1) 401-2193

Purchase Order Number must appear on all sides of the boxes.

INSURANCE:

The buyer would insure that the PO, unless the seller is requested to insure and PO is issued on CIF. In either case, the Seller shall declare each shipment with following information to underwriters and us or our clearing/forwarding agents:

- a. Purchase Order Number
- b. Number of Packages
- c. Weight, Measurement & Markings
- d. Airway Bill or Bill of Lading Number, Date, and Carriers name,
- e. Description of Contents
- f. Other documents that may be needed

INVOICING (FOREIGN PURCHASE):

The seller shall submit Invoice 1 Original + 3 copies addressed to our Finance Department, giving cost of each item, total cost of all items, and other expenses separately to close the Invoice. Description of item (s) on Invoice must match with item description in PO. Invoice must bear our PO Number and Sellers Bank Account Number and Address. There should be one Invoice for each order and shipment. However, more than one order can be consolidated in shipment to save handling, freight, and documentation costs, and Invoice must refer each order, then freight and handling charges would be common to all items/orders on that invoice.

INVOICING (LOCAL PURCHASE):

The Seller shall submit the Original Invoice to NADEC HO with PO reference, and a copy giving cost of each item and other expenses separately, with Delivery Note signed and stamped by NADEC Warehouse.

Buyer's Bank Detail

Riyadh Bank, Trade Finance Center,
No. 5402, Bldg 4, New Akaria Malaz
P. O. Box 21275, Riyadh 1 1475, Kingdom of Saudi Arabia
Tel (966) (11) 291-7978 Fax # (966) (1 1) 291-7987
Original documents to be sent to bank where applicable as per payment terms.

SHIPPING DOCUMENTS ATTESTATION:

The seller is responsible to provide attested shipping documents in the demand of delivery / Inco term's shipping requirements.

Documentation costs are not to be included in invoice unless stated in the PO. Attested documents must be attested by the Chamber of Commerce of the Sellers country. It is Important to note that the following Documents need to be attested:

- a. Invoice to be attested if value is more than US \$2,600 or equivalent, for all type of items.
- b. Certificate of Origin to be attested if value is more than US \$2,600 or equivalent for all type of items. (Note: For shipments ex- North America, both Invoice and Certificate of Origin needs attestation, and for shipments ex-Far East & Europe, only Certificate of Origin needs attestation).
- c. Health Certificate to be attested for human food products, veterinary food products and seeds irrespective of value of goods and country of origin.
- d. Dioxin Certificate is to be attested for dairy and food products irrespective of value of goods and country of origin.
- e. For equipment's, seller should affix a plate on each equipment stating the country of origin.

SELLER'S RESPONSIBILITY OF SHIPPING DOCUMENTS DISTRIBUTION:

The seller not to delay shipments awaiting Attestation of shipping documents. The seller to include copies of complete set of shipping documents (unattested) including packing list with the consignment, and also send same to us with copy of Airway bill or Bill of Lading after shipment as advance intimation. The seller to expedite documents attestation as required, and provides it to the buyer's bank as per the payment terms, by the fastest possible means e.g., courier service. Any delay in providing original documents resulting into demurrage charges on the consignment would be Back Charged to the vendor. In the event where seller has to bank the original attested documents as per the PO payment terms, it should be done in an expedited manner. The seller shall provide following Original Shipping Documents:

- a. Original Invoice duly attested as stated above.
- b. Original Certificate of Origin duly attested as stated above.
- c. Original Health Certificate, as applicable, duly attested as stated above.
- d. Original Dioxin Certificate, as applicable, duly attested as stated above.
- e. Packing List as stated above without attestation.
- f. Certificate of Analysis as applicable, without attestation.
- g. Original Insurance Certificate, if applicable, without attestation.
- h. Original Bill of Lading or /Airway Bill as applicable without attestation.

ACKNOWLEDGEMENT LETTER:

Formal Acknowledgement and or Confirmation of Order shall be issued by the seller upon receiving the PO from the buyer along with this Standard Purchase Order Terms and Condition is required within 48 hours of PO receipt.