

PURCHASE ORDER

To: Al-Maaden Al-Motamiza Cont. Est.
Tel: +966 50 620 8902
Email : ahmadyabdelhady@gmail.com

From: World Defense Show (WDS)
Tel: +966 11 282 1000
Purchase Order No: PO-250-Al Maaden Al
Motamiza-June-2022
PO Date: 19 June 2022

Attn: Al-Maaden Al-Motamiza,

السادة: Al-Maaden Al-Motamiza,

With Referring to your quotation dated in
29/05/2022, (Delivery and Installation of
handrail on the wall for WDS HQ)
amounting to Saudi Riyal
including 15% VAT.

إشارة لعرضكم المرسل بتاريخ 2022/05/29م وذلك
(لتوريد وتركيب هاندريل على الجدار في المبنى الرئيسي
لمعرض الدفاع العالمي) بمبلغ
سعودي شاملاً ضريبة القيمة المضافة 15% .

We accept your quote, please provide the
same at GAMI and submit your original
invoice with demand letter and Bank
details to process the payment, electronic
transfer. Thanking you for your
cooperation.

نُفيدكم بقبول ذلك، مع مراعاة تقديم كافة
المستندات المؤيدة للصرف مع تزويدنا ببيانات البنك
لعمل التحويل الإلكتروني. شكراً لتعاونكم معنا

Best Regards,

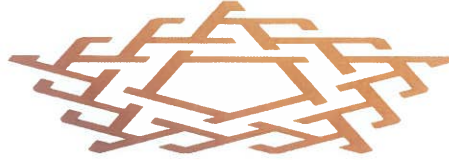
أطيب التحيات،

Chief Executive Officer of the World Defense Show
Andrew Pearcey

Signature:

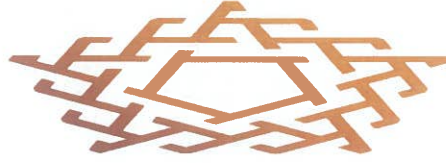


Date: 19 June 2022



Contract Information

PO number	PO-250-Al Maaden Al Motamiza-June-2022
Contract value	
Contract name	Delivery and Installation of handrail on the wall for WDS HQ
Service type	Facility Services
Currency	SAR
PO start date	19 June 2022
PO completion	30 June 2022
Supplier information	
Company	مؤسسة المعادن المتميزة للمقاولات Al-Maaden Al-Motamiza Cont. Est.
Attention	Ahmady Abdelhady
Email	0506208902
Contact	ahmadyabdelhady@gmail.com
Offer date	24 May 2022
Offer number	NA
Bank	بنك الأهلي
IBAN	SA4110000051200000044007



جدول الدفعات

Payment schedule

Item #	Description	Delivery Date	Amount SAR
1	توريد وتركيب هاندريل على الجدار استلنس استيل مجلوخ عيار 304 عبارة عن ماسورة بقطر 50 مم شامل التركيب والتثبيت	15 Days	
TOTAL SAR			
VAT 15%			
TOTAL SAR			

شروط خاصة Special Conditions	
المرفقات المطلوبة للسداد Attachments required for payment	
1. Attach a copy of the original purchase order (PO) related to the services with the invoice.	1- إرفاق نسخة من امر الشراء مع الفاتورة.
2. Attach the supporting documents (reports or photos or tables or work completion certificate or Work orders)	2- إرفاق الوثائق الداعمة من (تقارير، أو صور أو جداول أو شهادة اكتمال العمل أو أوامر العمل).
3. Payment process within 30 working days after submitting the invoice.	3- عملية السداد خلال 30 يوم عمل من تاريخ تسليم الفاتورة
4. Attach a copy of the GRN (goods received note)	4- إرفاق نسخة موقعة من مستند تسليم البضائع (Goods received note)
5. Send Invoices to finance department (Finance@worlddefenseshow.com)	5- ترسل الفواتير إلى قسم المحاسبة بريد الكتروني. (Finance@worlddefenseshow.com)

Annexure 1

Terms & Conditions of the PO

Terms & Conditions

1. Purpose

These Terms and Conditions ('T&C') shall apply following a Purchase Order is duly accepted by the vendor, to all purchases made by World Defense Show (WDS) ("Buyer") by means of Purchase Order ("PO") issued to the ("Vendor").

Vendor shall procure the goods or services ("Services") as stipulated in the PO and the following T&C. Unless otherwise agreed, these T&C shall prevail over any oral or written agreements between the Parties.

Any modification or amendment to these Terms and Conditions shall not be effective unless agreed to in writing between both Parties.

2. INVOICING & PAYMENTS

- 2.1 Invoices will be issued to the Buyer reflecting the required Services described in the PO and shall be charged per the Bill of Quantity (BoQ) provided by the Vendor. Vendor shall absorb any price fluctuations and thus the prices offered to the Buyer should be stable, firm and fixed and inclusive of any applicable tax.
- 2.2 Notwithstanding anything in these T&C's, any changes to pricing shall be negotiated and agreed upon by both parties. If no agreement is reached, pricing shall remain as stated in the BoQ.
- 2.3 If the Vendor submits invoices to the Buyer more than 6 months after Goods delivery or after providing the Services to which the invoices relate, the Buyer is not under any obligation to pay it.
- 2.4 Invoices must state the number of the PO, item number, description of item, sizes, quantities, unit prices, and extended totals in addition to any other information specified in the PO or agreed upon separately and shall be submitted in duplicate.
- 2.5 A separate invoice shall be drawn up for each PO, in particular in the event of grouped deliveries.
- 2.6 The Buyer will pay Vendor the price in accordance with the agreed payment terms and the currency set forth in the PO. Both Parties agree and acknowledge that they shall be in full and strict compliance with the applicable ("Anti-Money Laundering Laws") AML laws.
- 2.7 Where applicable for payment, proof of delivery documents such as Bill of Lading, Air waybill (AWB), packing lists and commercial invoices for Goods imported into the Kingdom of Saudi Arabia shall be provided. For local delivery, docket, notes and Goods and Services receipt notes shall accompany each invoice. In all circumstances, payment will only be made for the delivered and accepted Services.

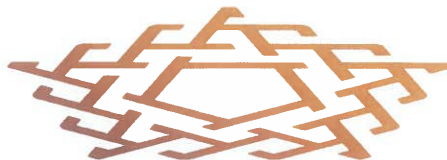
- 2.8 Payment of invoices shall not relieve the Vendor from any adjustment for errors, shortages, defects in the Services or other failure of Vendor to meet the requirements of the Purchase Order.

3. TAXES & WITHHOLDING TAX

- 3.1 All prices or other payments stated in the Purchase Order are inclusive of all applicable taxes (including but not limited to Value Added Tax (VAT)).
- 3.2 Vendor shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s).
- 3.3 Buyer will pay all agreed invoices when the applicable invoice is due.
- 3.4 Vendor will remit all applicable taxes to the applicable government authority as required by applicable laws.

4. QUALITY AND WARRANTY

- 4.1 The Services shall conform in all respects to the quality requirements and specifications set out in the PO and if not specified, in accordance with accepted industry practices and any applicable professional standards and codes. Vendor may not change the Specifications, material or agreed methods without the prior written consent of Buyer.
- 4.2 Vendor warrants and guarantees that the Services will be free of fault and defects (whether patent or latent), in method and workmanship (and fit for the intended purpose for at least eighteen (18) months after acceptance or twelve (12) months from use, installation or commissioning of any Services it is intended to support (whichever is the latest) ["Warranty Period"].
- 4.3 Vendor shall correct, any deficiencies in such Goods and Services, provided however that these deficiencies are reported to the Vendor within 10 days.
- 4.4 Should the manufacturer's warranty period for the Services be longer than the period stated above, Vendor shall use its commercially reasonable efforts to pass on such manufacturer's warranty.
- 4.5 Vendor represents and warrants that the Services will be fit for the particular purpose(s) for which they are intended.
- 4.6 The Vendor hereby confirm that all Services and deliverables will comply with the warranty requirements of the Buyer as well as the applicable regulations issued by the Ministry of Commerce.
- 4.7 If any of the Services provided is found in complaint with section 4.1 and 4.6, or defects or failure is discovered or occur within the



Warranty Period, Buyer shall notify Vendor accordingly, and Vendor shall promptly, and at its sole cost and risk re-perform or redeliver the Services which is found to be defective. In addition, Vendor shall compensate Buyer for all costs and expenses reasonably incurred or suffered in connection with the defect and the re-performance of the Services by a third party (or part thereof).

5. DELIVERY:

- 5.1 Vendor shall, at its own expense, pack, load, and deliver the Services to the Delivery Point and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the Purchase Order or otherwise provided to Vendor by the Buyer in writing.
- 5.2 No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable PO or otherwise agreed to in writing with the Buyer. All deliveries must be made during regular business hours and at the location specified in the PO. In particular, any delivery can be refused if it is not accompanied by one delivery form per PO on the Vendor's headed paper, stating the number of the PO and the Services delivered, its gross and net weight. If specified in the Purchase order. All requested documents should be in a pouch attached outside the package.
- 5.3 Time is of the essence with respect to delivery of the Goods and performance of Services as they shall be delivered and performed by the applicable Delivery Date.
- 5.4 If Vendor fails to meet the delivery date, or any extension to which. A delay fine will be imposed in the amount of 4% of the value of the related PO for every day of delay, and this penalty will be increased by 2% per 5 additional working days delay. The total fine shall not exceed 10% of the total value of the PO.
- 5.5 Vendor acknowledges that the Buyer has the right to deduct the penalty from its entitlements or the Vendor pays the fines within a period not exceeding 7 days from the day of notification. The Vendor agrees that the Buyer has the right to reserve any amounts due to the Vendor from any other PO.

6. MODIFICATIONS AND TERMINATION

- 6.1 The Buyer, at its sole discretion, may increase the services by a maximum of (30%) of the total value of the PO or decrease it as it deems fit whereas the value of the PO shall be adjusted according to any of the said actions.
- 6.2 The Buyer may terminate the PO for convenience, in whole or in part giving a one-day notice with no obligation of any kind ought to the Vendor except for services actually delivered and accepted by the Buyer until the date of termination.
- 6.3 The Buyer have the right to terminate the PO, or any part thereof with immediate effect, upon the occurrence of any of the following;
- 6.3.1 if the Vendor fails to discharge any one of its obligations under the PO, and after a formal request to remedy the failure within 3

days has been sent by registered letter with acknowledgement of receipt

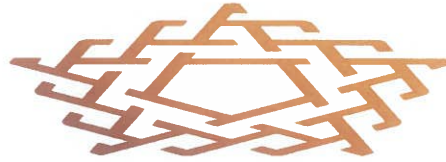
- 6.3.2 The Vendor becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.
- 6.4 The Vendor undertakes to transfer, at no cost, to the Buyer or to any third party chosen by the Buyer, all resources (including all licenses) required to fulfill the PO
- 6.5 For the avoidance of any doubt, should the World Defense Show (WDS) dissolve for any reason, this PO shall be terminated automatically without the need of a notice to the Vendor provided that the World Defense Show (WDS) shall pay the Vendors all its dues for services actually delivered and accepted up to the date of termination

7. FORCE MAJEURE

- 7.1 Neither party shall be responsible to the other party for any delay in performing its obligations under this purchase order due to any events of force majeure, which include but not limited to, act of God, war, act or failure to act of any government in its sovereign capacity, fire, flood, earthquake, strike, health crisis, epidemic, quarantine, embargo, nuclear incident, or any other act beyond reasonable control and without the fault of either party or its subcontractors.
- 7.2 The Buyer reserves the right to terminate the PO at any time due to a force majeure event without any obligation of any kind ought to the Vendor except for services actually delivered and accepted by the Buyer until the date of termination.
- 7.3 The Vendor whose performance of obligations hereunder has been affected by any events of force majeure shall notify the Buyer as soon as the incident occurs by sending a detailed statement and sufficient evidence with respect thereto and shall likewise notify promptly of any subsequent change in the circumstances.
- 7.4 The Vendor shall exercise its best efforts under the circumstances to remove or remedy the events of force majeure and the effects thereof and resume full performance hereof as soon as possible.

8. INDEMNITY

- 8.1 The Vendor shall indemnify the Buyer and hold harmless against any damages (including Costs) that may be awarded or agreed to be paid to any third party in respect of any claim or action that the normal operation possession or use of the equipment or Services infringes the patent copyright registered design or trade mark rights of the said third party (an "Intellectual Property Infringement").
- 8.2 The Buyer shall notify to the Vendor of any Intellectual Property Infringement forthwith upon becoming aware of the same, and gives the Vendor the sole conduct of the defense to any claim or action in respect of any intellectual property Infringement and does not at any time admit liability or otherwise attempt to settle or compromise the said claim or action except upon the express instructions of the Vendor.



- 8.3 The Buyer shall act in accordance with the Vendor and gives the Vendor assistance as it shall reasonably require in respect of the conduct of the said defense.
- 8.4 The Vendor shall reimburse the Buyer its reasonable costs incurred in complying with the provisions of this clause.
- 8.5 In an event of an Intellectual Property Infringement the Vendor shall forthwith make without charge to the Buyer such alterations modifications or adjustment to the Services, as shall be necessary to make it non-infringing.
- 8.6 The Vendor shall indemnify the Buyer against any costs or damage incurred by the Buyer as a result of such Intellectual Property Infringement.

9. INSURANCE

- 9.1 Vendor represents and warrants to Buyer that it has in place with reputable insurers such insurance policies in coverage amounts that would be maintained by a prudent Vendor of Services and similar to the Services provided.
- 9.2 Insurance shall as applicable, include professional errors and omissions liability insurance and comprehensive commercial general liability insurance (including product liability coverage, all-risk contractors' equipment insurance, and automobile liability insurance).
- 9.3 Vendor will take out and maintain, at its own cost, such insurance policies and coverages as may be reasonably required by Buyer from time to time.
- 9.4 Vendor will promptly deliver to Purchaser, as and when requested, written proof of such insurance. If requested, Buyer will be named as an additional insured under any such policies.

10. CONFIDENTIALITY

Confidentiality. Vendor shall safeguard and keep confidential any and all information relating to Buyer obtained by it or provided to it by Buyer in connection with these T&C or its existence and shall use such information only for the purposes of carrying out its obligations under this T&C. These obligations shall continue beyond the termination of the applicable PO.

11. INTELLECTUAL PROPERTY RIGHTS.

- 11.1 All Intellectual Property Rights in and to each Services shall vest in Buyer free and clear of all liens and encumbrances on receipt of payment by Vendor for each Deliverable. To the extent that any Services contain any intellectual property of Vendor, Vendor hereby grants to Buyer a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the Services. Vendor agrees to provide to Buyer all assistance reasonably requested by Buyer to perfect the rights described herein, including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the entire right, title and interest in such materials in Buyer and its successors and assigns.

12. GOVERNING LAWS & SETTLEMENT OF DISPUTE

- 12.1 These General Terms and Conditions and all aspects of the Services and the PO are governed by and shall be construed in accordance with the laws of the Kingdom of Saudi Arabia without giving effect to any conflict of law's provisions.
- 12.2 If a dispute arises between the Parties, they shall attempt to resolve such issue in an amicable manner.
- 12.3 In the event that a dispute remains unresolved for a period of thirty (30) days or more notwithstanding efforts to resolve the issue in an amicable manner, either party shall be entitled to refer the dispute to be settled exclusively at the competent courts in the Kingdom of Saudi Arabia.

13. CONFLICT OF INTEREST

- 13.1 The vendor warrants and undertake that not any of his shareholders, owners, directors, officers, agents or employees has a conflict of interest related to the PO, and if any, shall be specifically disclosed in a disclosure letter sent to the Buyer as soon as the conflict of interest arise or is suspected to arise.



مؤسسة المعادن المتميزة للمقاولات
Al-Maaden Al-Motamiza Cont. Est.

الرقم الضريبي : 310265979900003

عرض سعر

التاريخ : 2022/05/24 م

المحترمين
المحترم

السادة / معرض الدفاع العالمي
عناية / مدير قسم المشتريات

بالإشارة الى أعمال درابزينات استنلس استيل نقدم لكم عرض سعرنا على النحو التالي :-

م	البيان	وحدة القياس	الكمية	السعر	الإجمالي
1	توريد وتركيب هاندريل على الجدار استنلس استيل مجلخ عيار 304 عبارة عن ماسورة بقطر 50 مم شامل التركيب والتثبيت	م ط			
	الإجمالي				
	خصم 5 % على الاعمال				
	الإجمالي بعد الخصم				
	ضريبة القيمة المضافة 15 %				
	الإجمالي				

مدة التنفيذ : 15 يوم من استلام الدفعة المقدمة

50% عند تجهيز الاعمال للتوريد

الدفعات :- 50% دفعة مقدمة عند التعاقد

مع تمنياتنا ان ينال عرضنا قبولكم و رضاكم و لكم جزيل الشكر و التقدير

مندوب هاني عبدالله : 0506208902

مؤسسة المعادن المتميزة



(SA4110000051200000044007)

رقم الحساب الاهلى الدولي (IBAN)

C R – 1010611582 - Riyadh
Mob : 0538638729 – 0543662876
p.o.Box : 004349 – Riyadh:3149
Kingdom of Saudi Arabia – Riyadh

س - ت 1010611582 — الرياض
جوال : 0543662876 - 0538638729
ص - ب 004349 — الرياض 3149
المملكة العربية السعودية — الرياض