Terms and conditions of purchasing of Goods and/or Services

1- Definitions

1.1 **Order**: means the purchase order of Goods or Services placed by Purchaser to the Supplier via the Portal and governed by these terms and conditions.

1.2 **Portal:** means the website ---------- where the supplier can register their data and apply to become a supplier for the Purchaser.

1.3 **Purchaser**: means Food and Fine Pastries Manufacturing Company "Sunbulah" and its subsidiaries and affiliates.

1.4 **Goods**: the item/s to be supplied and/or delivered in accordance with these terms and conditions and Order.

1.5 **Services**: means the services to be provided by the Supplier to the Purchaser in accordance with these terms and conditions and Order.

1.6 **Supplier**: means the party registered in the Portal and supplying the Goods and/or providing Services to the Purchaser in accordance with these terms and conditions and Order.

2- Acceptance of the terms and conditions

2.1. The Supplier agrees that these terms and conditions shall apply to all Services and/or Goods being supplied by Supplier to the Purchaser.

2.2. The execution of the Purchase Order by the Purchaser is conditioned upon the terms and conditions stated herein and entirely excludes any terms and conditions that Supplier may seek to impose in its invoice, document or any other communication, except to the extent that such terms and conditions have been expressly agreed in writing by Purchaser.

2.3. The Supplier hereby confirms that by completing the application on this Portal, it accepts to be bound by these terms and conditions with immediate effect..

3- Supplier`s responsibilities

3. Supplier shall deliver the Goods/ Services as provided below:

3.1 in accordance with the applicable laws, regulations and standards;

3.2 in accordance with Purchaser`s Order and instructions;

3.3 in accordance with Purchaser`s Specifications;

3.4 free from defects and from any rights of third party;

3.5 the Goods and/or Services shall be merchantable and suitable for their intended use;

3.6 in accordance with the delivery date and payment terms specified on the front page of the Order;

3.7 In the quantity specified on the Order;

3.8 free from any physical, chemical, or biological contamination;

3.9 Supplier shall observe that Goods are contained and packed in the usual manner for such Goods or, where there is no manner, in a manner adequate to preserve and protect the Goods until delivery completion and according to the Saudi Standards, Metrology and Quality Organization "SASO" and Standardization Organization for GCC "GSO" packing standards.

3.10 The Supplier shall always apply best practices to the performance of its Services; and

3.11 Services Shall be provided by the Supplier in accordance with professional standards and shall be free from apparent and hidden defects.

3.12 Supplier shall submit invoices in auditable form, complying with Supplier`s and Purchaser`s local mandatory law, generally accepted accounting principles and the specific Purchaser`s requirements, containing the following minimum information: Supplier name, address and contact details (telephone, email etc.); Supplier bank details; invoice date; invoice number, purchase Order number (same as stated in the Order); Supplier number (same as stated in Order), address of the Purchaser ; quantity; description of Goods supplied or provided Services (same as instructed by the Purchaser); price (total amount invoiced); currency; tax or VAT amount; tax or VAT number (if applicable); payment terms (same as stated in terms and conditions); delivery terms (same as stated in the Order).

3.13 Invoice shall be issued to the Purchaser as stated in the Order and shall be sent to the address specified on the front page of the Order.

3.14 in no event, Supplier shall suspend the delivery of Goods to the Purchaser or stop providing the Services unless in case of Purchaser material breach and after elapse of 10 days from Supplier written notice.

3.15 The Supplier shall not infringe any of the Purchaser's or third party's intellectual property rights.

3.16 The amounts set forth in the Order are inclusive of withholding tax which shall be deducted from Supplier.

4-Purchaser`s responsibilities

4.1 In consideration of the delivery of Goods/Services by the Supplier in accordance with these terms and conditions and the Order, Purchaser shall pay to the Supplier the purchase price stated in the Order payment terms.

5-Delivery

5.1 Unless stated otherwise on the Order, The Goods and/or Services shall be delivered DDP to the point of delivery specified on the Order and in accordance with INCOTERMS 2020.

5.2 In case of imported Goods, the Purchaser should receive the shipping documents (5) working days prior to the delivery date.

5.3 In case of imported Goods, upon delivery, Supplier (or its appointed carrier) shall provide the purchaser a shipment arrival notice.

5.4 The time of delivery shall be of the essence. Failure to deliver the Services, shipping documents and/or shipment arrival notice and/or Goods within the time specified in the Order or as instructed by the Purchaser prior to the Goods shipping date, shall entitle the Purchaser (at its option) to release itself from any obligation, to accept and pay for the Goods and/or to cancel all or part of the Order, without prejudice to his other rights and remedies pursuant to the Order.

6-Acceptance of Goods/ Services

6.1 Purchaser shall not be deemed to have accepted any Goods and/or Services until it has had a reasonable time to inspect them following to delivery or, in the case of defect in Goods become apparent.

6.2 If the Goods/Services delivered to the Purchaser, do not comply with the terms and conditions, Order or are otherwise not in conformity with the Purchaser Specifications or notifications, the Purchaser reserves the right to implement any of the rights and/or remedies set forth under article (11) or Order.

7-Delayed delivery

7. If delivery of the Goods/ Services does not comply with the agreed delivery date(s) or these terms and conditions and Order , purchaser reserves the right to implement any of the rights and/or remedies set forth under article (11) or Order..

8-Labelling and Packaging

8. Supplier shall pack and ship Goods in accordance with Purchaser`s specifications and instructions, including labeling and hazardous materials instructions. If Purchaser has not provided packing or shipping instructions, Supplier will pack and ship Products in accordance with Saudi Standards, Metrology and Quality Organization "SASO" and Standardization Organization for GCC "GSO". The Supplier shall indemnify the Purchaser against all claims, proceedings, actions, damages, costs, expenses and any other liability or loss incurred by the Purchaser as a result of any breach of this Article, all packaging materials shall be non-returnable.

9-Payment:

9.1 Purchaser shall pay the Goods/Services price as stated on the Order . Unless otherwise agreed, the payment terms will be counted from the date of BL for the Goods supplied from outside KSA and from the date of receiving the service for the Goods supplied from outside KSA and from the date of delivery of the Goods , Services and invoice for the Goods supplied from KSA.

9.2 The Purchaser shall be entitled at all times to set off any amount owing to Purchaser (or any of Purchaser's affiliates and subsidiaries) against any amount payable at any time by Purchaser (or any of its affiliates and subsidiaries) to Supplier.

10- Order Rescheduling

10. Purchaser may, by notice in writing at any time prior to shipment of Goods or Services, reschedule the delivery date mentioned in the Order in whole or in part, and such reschedule shall not constitute a breach.

11-Warranty and remedies

11.1 Supplier warrants that the supplied Goods/ Services comply with these terms and conditions and Purchaser`s specifications or notifications.

11.2 In case of breach of these terms and conditions or any Order, which is not remedied within (10) days from the Purchaser`s notification, the Purchaser is entitled to enforce any or more of the following remedies at its sole discretion that at Supplier `s expenses;

11.2.1 to give the Supplier the opportunity to replace the defective Goods;

11.2.2 to give the Supplier the opportunity to correct the incomplete or defective Services.

11.2.3 to refuse further Goods/ Services;

11.2.4 refuse such delivery of Goods/Services

11.2.5 cancel the Order in whole or part;

11.2.6 recover any payment made;

11.2.7 recover from the Supplier any expenditure reasonably incurred by the purchaser in obtaining Goods/Services in substitution from another Supplier;

11.2.8 claim damages for any additional costs, loss or expenses incurred by the Purchaser, which are reasonably attributable to Supplier`s breach.

11.3 The rights and remedies available to Purchaser under these terms and conditions are cumulative and are not exclusive of any rights or remedies available at law or in equity.

12-Liability and indemnity

12. Without prejudice to applicable mandatory laws, Supplier shall, without limitations, indemnify and hold harmless Purchaser for all liabilities, damages, cost, losses, or expenses incurred by Purchaser as a result of the Supplier`s breach.

13-RELATIONSHIP OF PARTIES

13.1 The relationship of the Parties is that of independent parties dealing at arm's length and nothing in the acceptance of these terms and conditions or registering in this Portal shall be construed to constitute Supplier as an agent or employee of Purchaser or so as to have any kind of partnership with Purchaser, and Supplier is not authorized to represent Purchaser as such.

13.2 It is expressly agreed that applying to this Portal does not imply any employment relationship between Purchaser and Supplier, or between Purchaser and Supplier's employees assigned to the execution of the Order. Purchaser shall remain free of any direct or indirect responsibility or liability for labor, social security or taxes with respect to Supplier and its employees assigned to the provision of the Goods/Services, under the Order.

14-Health and Safety

14.1 The Supplier shall take all reasonable and necessary measures to ensure that all necessary tests and examinations have been made or will be made prior to delivery of the Goods/Services to ensure that the Goods and Services are in compliance with the requirements, laws, Orders, regulations, standards and codes of practice relating to health and safety and to ensure that the Goods/Services are designed and constructed so as to be safe and without risk to the health or safety of persons using the Goods/Services. The Supplier shall make available to the Purchaser adequate information about the use for which the Goods/Services have been designed and tested and about any conditions necessary to ensure that when put to use the Goods/Services will be safe and without risk to health.

14.2 The Supplier shall indemnify the Purchaser against all claims, proceedings, actions, damages, costs, expenses and any other liability or loss incurred by the Purchaser as a result of any breach of this condition.

15-Confidential Information.

15.1 By accepting these terms and conditions, Supplier shall not disclose to any third party or use any confidential information of Purchaser`s concerning these terms and conditions or other material intended for use in connection with these terms and conditions without Purchaser`s prior written consent. Any knowledge or information which Supplier may disclose to Purchaser in connection with the purchase of any of the Goods/Services shall not, unless Purchaser otherwise specifically agrees in writing, be deemed to be confidential information and shall be acquired free from any restriction as part of the consideration for the Order.

15.2 All Deliverables and results from Purchaser`s Order ("Deliverables") will be the property of Purchaser and all title and interest will vest in Purchaser and be deemed a "work made for hire" and, as such, Purchaser will have the right to obtain and to hold in its own name, copyrights, registrations or other protection as may be appropriate to the subject matter, and any extensions and renewals of the Deliverables in perpetuity throughout the universe. Purchaser will have the right to make any use of the results and proceeds of the Deliverables, in whole or in part, in any manner and at any time, without additional compensation to Supplier.

15.3 To the extent that title to any of the Deliverables may not, by operation of law, vest in Purchaser or the Deliverables may not be considered "work made for hire," Supplier irrevocably and assigns to Purchaser exclusively all of its right, title and interest in and to the

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Deliverables developed for Purchaser under any Order, including the copyright and any renewals or extensions in the Deliverables in perpetuity throughout the universe. Purchaser will have the right to make any use of the results and proceeds of the Deliverables, in whole or in part, in any manner whatsoever and at any time, without additional compensation to Supplier.

16-Advertising.

16.1 Supplier shall not, without the prior written consent of Purchaser, in any manner advertise or publish the fact that Supplier has contracted to furnish Purchaser with the Goods/ Services under these terms and conditions.

17-Waiver.

17.1 Any failure or delay by either party in exercising any right or remedy whether specified in these terms and conditions or not will not constitute a waiver of such rights or remedies.

18-Force majeure

18.1 Neither Purchaser nor Supplier shall be liable for any delay in performing or for failure to perform its obligations under these terms and conditions, if the delay or failure results from an event of force majeure. For clarification, force majeure means an event that was not foreseeable by the affected party at the time of execution of the obligation, is unavoidable and outside control of the affected party, and for which the affected party is not responsible, provided such event prevents the affected party from performing its obligation dispute all reasonable efforts, and the affected party notifies the other party of such event within (2) days from occurrence of the respective event of force majeure.

18.2 If an event of force majeure occurs which exceeds (20) days either party shall have the right to terminate the relevant Order immediately by written notice to other party.

19-Survival.

19.1 Any provision in these terms and conditions, which, by its nature, would reasonably be expected to be performed after the termination of the Order or the relationship between Supplier and Purchaser shall survive and be enforceable after such termination.

20-Notices:

20.1 Any notice must be given dully signed by registered, mail, courier, or by e-mail to the address of the relevant party inserted in the Portal or to such other address as such party may have notified in writing. E-mail require writing confirmation to the receiving party. Supplier`s reply, correspondences, information or documentation related to the Order must be provided in English or Arabic language.

21-Conflict; Entire Agreement

21.1 In the event of any conflict between the Terms and conditions herein and any other terms and conditions related to the purchase of Goods/Services, these terms and conditions shall prevail

21.2 If Supplier and Purchaser have entered into a master agreement or Contract that governs the purchase and/or supply of the Goods/Services, the terms and conditions of such agreement or contract shall prevail in the event of a conflict between the terms of the contract or agreement and these terms and conditions. These terms and conditions, together with all attachments hereto, and all documents referenced herein, each of which is incorporated herein for all purposes, represents the entire agreement of the parties and supersedes all prior agreements, authorizations, negotiations, or proposals, with respect to the subject matter of these terms and conditions. The parties agree that any other terms or conditions included in any quotes, acknowledgments, confirmations, bills of lading, or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties.

22-No Assignment.

22.1 No assignment or transfer in whole or in part of the provisions of these terms and conditions shall be binding upon Purchaser without Purchaser`s prior written consent.

22.2 The Purchaser may at any time by written notice in writing assign these terms and conditions or any Order to any of its subsidiaries and affiliates.

23-Governing law:

23.1 These terms and conditions along with the Purchaser`s Order shall be governed and construed in accordance with the laws of Saudi Arabia, without giving effect to conflict of law principles.

23.2 Any disputes between the parties out of or relating to the Order or these terms and conditions or the breach thereof, the parties agree to use their best efforts to work together in good faith and to settle all disputes amicably.

23.3 If the parties failed in resolving the dispute amicably, such disputes shall be referred exclusively to the Saudi Courts.