

**Terms and Conditions of Order for the Supply of Goods and/or Services
("Contract")**

between

SAP SAUDI ARABIA SOFTWARE TRADING CO. LTD.

whose registered office address is 4th Floor, Centria Centre, Olaya Main Road, P.O. Box 19319, Riyadh 11435,
Kingdom of Saudi Arabia

("SAP")

also referred as "Purchaser"

and

INSERT FULL NAME OF SUPPLIER

whose registered office address is insert full physical and postal address of supplier

("Supplier")

also referred as "Vendor"

1. Definitions and Interpretation

The following expressions shall have the following meanings when used herein unless the context otherwise requires:-

- 1.1 "the Purchaser" means SAP SAUDI ARABIA SOFTWARE TRADING CO. LTD., whose registered office address is 4th Floor, Centria Centre, Olaya Main Road, P.O. Box 19319, Riyadh 11435, Kingdom of Saudi Arabia
- 1.2 "Conditions" means the terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Purchaser and the Vendor.
- 1.3 "Contract" means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services as created by the Vendor's acceptance of the Order.
- 1.4 "Delivery Address" means the ship to address stated in the Order.
- 1.5 "Goods" means the items (including any installment of the items or any part of them) described in the Order.
- 1.6 "Order" means the Purchaser's purchase order to which these Conditions are annexed.
- 1.7 "Price" means the price of the Goods and/or the charge for the Services.
- 1.8 "Vendor" means the supplier of goods or services described in the Order.
- 1.9 "Services" means the services (if any) described in the Order.
- 1.10 "Specification" includes any plans, drawings, data or other information relating to the Goods or Services.
- 1.11. Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 1.12. The headings to these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of Purchase

- 2.1. THE ORDER CONSTITUTES AN OFFER BY THE PURCHASER TO PURCHASE THE GOODS AND/OR ACQUIRE THE SERVICES SUBJECT TO THESE CONDITIONS.
- 2.2. THESE CONDITIONS SHALL APPLY TO THE CONTRACT TO THE EXCLUSION OF ANY OTHER TERMS AND CONDITIONS ON WHICH ANY QUOTATION HAS BEEN GIVEN TO THE PURCHASER OR SUBJECT TO WHICH THE ORDER IS ACCEPTED OR PURPORTED TO BE ACCEPTED BY THE VENDOR.
- 2.3. NO VARIATION TO THE ORDER OR THESE CONDITIONS SHALL BE BINDING UNLESS AGREED IN WRITING BETWEEN THE AUTHORISED REPRESENTATIVES OF THE PURCHASER AND THE VENDOR.

3. Specifications

- 3.1. The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Purchaser to the Vendor or agreed in writing by the Vendor.
- 3.2. The Vendor shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performances of the Services.
- 3.3. The Goods shall be marked in accordance with the Purchaser's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destinations in an undamaged condition in the ordinary course.

4. Price of the Goods and Services

- 4.1. The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:-

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- 4.1.1. exclusive of any applicable Value Added Tax (which shall be payable by the Purchaser subject to receipt of a VAT invoice) ; and
- 4.1.2. inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levied other than Value Added Tax.
- 4.2. No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Purchaser in writing.

5. Terms of Payment

- 5.1. The Vendor shall be entitled to invoice the Purchaser on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number or reference of the Order.
- 5.2. Unless otherwise stated in the Order, the Purchaser shall pay the Price of the Goods and the Services within 60 days after the end of the month of receipt by the Purchaser of a proper invoice or, if later, after acceptance of the Goods or Services in question by the Purchaser.
- 5.3. If an invoice is subject to a cash discount then the period will be calculated from the date the invoice is received by the Purchaser.
- 5.4. Vendor may receive a more prompt payment provided the following bank details of Vendor are provided to Purchaser; (a) bank name, (b) sort code, (c) account number, and (d) name of account holder.

6. Delivery

- 6.1. The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Purchaser's usual business hours.
- 6.2. Where the date of delivery of the Goods and of performance of the Services is to be specified after the placing of the Order, the Vendor shall give the Purchaser reasonable notice of the specified date.
- 6.3. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
- 6.4. If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable.
- 6.5. The Purchaser shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Purchaser has had a reasonable time after any latent defect in the Goods has become apparent.

7. Risk and Property

- 7.1. Risk of damage to or loss of the Goods shall pass to the Purchaser upon delivery to the Purchaser in accordance with the Contract.
- 7.2. The property in the Goods shall pass to the Purchaser upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Purchaser once payment has been made and the Goods have been appropriated to the Contract.

8. Warranties and Liability

- 8.1. The Vendor warrants to the Purchaser that the Goods:-
 - 8.1.1. will be of satisfactory quality and fit for any purpose held out by the Vendor or made known to the Vendor in writing at the time the Order is placed;
 - 8.1.2. will be free from defects in design, material and workmanship;
 - 8.1.3. will correspond with any relevant Specification or sample; and
 - 8.1.4. will comply with all statutory requirements and regulations relating to the sale of the Goods.
- 8.2. The Vendor warrants to the Purchaser that the Services that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Purchaser to expect in all the circumstances.
- 8.3. Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Purchaser shall be entitled:-
 - 8.3.1. to require the Vendor to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within 7 days; or
 - 8.3.2. at the Purchaser's sole option, and whether or not the Purchaser has previously required the Vendor to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Vendor's breach and require the repayment of any part of the Price which has been paid.
- 8.4. The Vendor further warrants that:-
 - 8.4.1. the Vendor is a valid legal entity appropriately registered under the applicable laws.
 - 8.4.2. the Vendor is registered for Value Added Tax purposes;
 - 8.4.3. the Vendor has adequate third party and public liability insurance.
- 8.5. THE VENDOR SHALL INDEMNIFY THE PURCHASER IN FULL AGAINST ALL LIABILITY, LOSS, DAMAGES, COSTS AND EXPENSES (INCLUDING LEGAL EXPENSES) AWARDED AGAINST OR INCURRED OR PAID BY THE PURCHASER AS A RESULT OF OR IN CONNECTION WITH:-
 - 8.5.1. BREACH OF ANY WARRANTY GIVEN BY THE VENDOR IN RELATION TO THE GOODS OR THE SERVICES;

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8.5.2. ANY CLAIM THAT THE GOODS INFRINGE, OR THEIR IMPORATION, USE OR RESALE, INFRINGES, THE PATENT, COPYRIGHT, DESIGN RIGHT, TRADE MARK OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER PERSON, EXCEPT TO THE EXTENT THAT THE CLAIM ARISES FROM COMPLIANCE WITH ANY SPECIFICATION SUPPLIED BY THE PURCHASER;

8.5.3. ANY LIABILITY UNDER THE CONSUMER PROTECTION ACT 1987 IN RESPECT OF GOODS;

8.5.4. ANY ACT OR OMISSION OF THE VENDOR OR ITS EMPLOYEES, AGENTS OR SUB-CONTRACTORS IN SUPPLYING, DELIVERING AND INSTALLING THE GOODS; AND

8.5.5. ANY ACT OR OMISSION OF ANY OF THE VENDOR'S PERSONNEL IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES.

9. Termination

9.1. The Purchaser shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Vendor at any time prior to delivery or performance, in which event the Purchaser's sole liability shall be to pay to the Vendor the amount of any reasonable unavoidable loss resulting directly from such cancellation.

9.2. The Purchaser shall be entitled to terminate the Contract without liability to the Vendor by giving notice to the Vendor at any time if:-

9.2.1. the Vendor make any voluntary arrangements with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

9.2.2. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Vendor; or

9.2.3. the Vendor ceases, or threatens to cease, to carry on business; or

9.2.4. the Purchaser reasonably apprehends that any of the events mentioned above is about to occur in relation to the Vendor and notifies the Vendor accordingly; or

9.2.5. an irremediable breach of the Contract by the Vendor.

10. General

10.1. The Order is personal to the Vendor and the Vendor shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.

10.2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and delivered by hand or sent by first class post and addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice and shall be deemed received on actual receipt or 3 days after posting.

10.3. No waiver by the Purchaser of any breach of the Contract by the Vendor shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provision of these Conditions and the remainder of the provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

10.5. The Contract shall be governed by and interpreted in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

10.6. These terms and conditions are superseded by any signed contract which is already in place or which is subsequently agreed by the Purchaser and the Vendor in relation to the Goods and Services described in the Order.

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Accepted by:

**SAP SAUDI ARABIA SOFTWARE TRADING CO. LTD.
(SAP)**

Signature:

By: _____

Title: _____

Date: _____

Signature:

By: _____

Title: _____

Date: _____

Accepted by:

**INSERT FULL LEGAL NAME OF CUSTOMER
(Customer)**

Signature:

By: _____

Title: _____

Date: _____

Signature:

By: _____

Title: _____

Date: _____

