

Purchase Order PO-24-0002761

This purchase order is entered into 20-Oct-2024 date of PO between the two parties named hereafter, in pursuance to a mutual agreement reached between them, as follows:

First Party (Buyer): Alkhorayef Water And Power Technologies Company (AWPT),

Commercial Register 1010085982,

P.O. Box 62637, Riyadh 11595, Kingdom of Saudi Arabia;

Telephone +966 (11) 400-0612; Facsimile +966(11) 455-5179 and with

Second Party (Supplier): MADAD Holding Co.,

Project Title: 40111029 - DAMMAM

Requestion Number: PR-24-0005408

- **PREAMBLE:**

This preamble and all that is stated under "STIPULATIONS OF THIS Purchase Order" hereafter, as well as any annexes and special terms and conditions that may have been entered as additions to the existing terms and conditions, shall form integral parts of this purchase order.

- **STIPULATIONS OF THIS Purchase Order : PR-24-0005408 // CC 40111029**

A. SCOPE OF SUPPLY:

A.1. In accordance with the attached B.O.Q. (Annex A), which form integral part of this Purchase Order to be used for the project stipulated in 'PROJECT TITLE' here above.

B. DELIVERY, SHIPMENT AND PACKING:

B.1. Goods covered under this Purchase Order shall be delivered on/or 19-10-2024 at 40111029 - DAMMAM 5 PROJECT Shipment shall be effected by the .

B.2. Partial shipment shall be .

B.3. All materials shall be properly packed for Road Freight.

C. SUBMITTALS, SCHEDULES, AND PROGRESS REPORT:

C.1. The supplier shall dispatch sets of original complete technical submittals and sets of shop drawings.

C.2. The supplier shall dispatch sets of priced spare parts list, recommended for one and two years of operation, within one month from the date of this purchase order, valid for 6 months.

P.O. Box 62637 Riyadh 11595

Kingdom of Saudi Arabia

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ص. ب 62637 الرياض 11595

المملكة العربية السعودية

تلفون: 4000612 فاكس 4555179

- C.3. The supplier shall dispatch sets of original installation, operation and maintenance manuals along with the ordered goods.
- C.4. The supplier shall complete the engineering work and preparation for manufacturing on
- C.5. The supplier shall start the manufacturing on and complete it on
- C.6. The supplier shall test the goods on
- C.7. The supplier shall ship goods on 19-10-2024 (expected vessel / carrier departure date per the shipping company schedule) goods shall arrive at the port of disembarkation on (Expected vessel / carrier arrival date per the shipping company schedule).
- C.8. Expected local and transport/carrier departure date
- C.9. Time of arrival at point of delivery

D. COMMERCIAL TERMS AND CONDITIONS:

- D.1. Documentation: following documents shall be required for payment.
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- D.2. A penalty of from the order value shall be imposed on the supplier per week of delay to the maximum of from the total value of this Purchase order.

E. PRICE AND PAYMENT TERMS:

- E.1. The currency of this purchase order shall be SAR Currency
- E.2. Total order value excluding vat 356,000.00 SAR "three hundred fifty-six thousand and zero SAR"
- E.3. Payment terms : 30 Days

F. GENERAL TERMS AND CONDITIONS:

- F.1. The manufacturer / supplier / seller as the case may be, hereby undertakes and warrants that all purchase of **this PO** are transacted based on proper business practice and that, other than commissions payable to legally appointed agents, disclosed to **AWPT** no payments, commissions, gifts, gratuities, fees, advantages or bribes or sums of money or any other benefit in kind or in what-so ever nature was or will for ever after, be made or paid or held in trust for ultimate payment, whether directly or indirectly or through subsidiaries, associated companies or through any special, designed third party transaction, to any person, company or entity whatsoever (illegal payments). Any breach of the above undertaking and warranty shall be considered as a breach of agreement, order or purchase order, thus giving **AWPT** the full right of cancellation in addition to all other right associated with such a breach by the seller. Moreover, the responsible party of such breach shall return to AWPT the full illegal payments made, payable forthwith without the need for any legal proceeding to be taken or initiated by **AWPT**.

- F.2. The supplier shall provide the manufacturer's warranty certificate valid for months from the date of commissioning and initial handover.
- F.3. defective items/parts and/or components due to faulty manufacturing shall be replaced by the supplier at his full expense during the warranty period, and such replaced materials shall be subject to the same warranty condition as stated above.
- F.4. Each box delivered shall be tagged twice with the purchase order number, project title, as well as with crate/box serial number over total numbers.
- F.5. Individual units/items shall be tagged as per item number mentioned in the items list.
- F.6. The commercial invoices, packing list and related documents issued by the supplier shall be made out in the name of the buyer (**Alkhorayef Water and Power Technologies Company "AWPT"**).
- F.7. The supplier shall send by email to the buyer a signed copy of this purchase order not later than 2 working days from its date. In case the supplier fails to do so, this purchase order shall be considered null and void, and its reactivation shall be at the sole discretion of the buyer.
- F.8. This purchase order supersedes all the previous agreements, commitments and correspondence related to this subject.
- F.9. The buyer shall have the right to cancel this order in case the supplier is unable to meet the stipulated delivery schedule/dates, or if the supplier is unable to meet the project specifications, and the supplier shall bear all expenses he incurred in this regard.
- F.10. The supplier's submittals shall be subject to the approval of the representative of the owner of the project.
- F.11. The buyer may, at his own discretion, send his representative to the supplier's premises to inspect the supplier's progress and to witness any test that are deemed necessary. The supplier or his representative will extend all the help to the buyer.
- F.12. In case material dispatched by supplier do not conform to the specifications agreed upon, the buyer holds the supplier fully responsible and accountable to compensate all the damages resulting directly or indirectly due to the supplier's non-compliance to the terms and conditions of this purchase order.
- F.13. The supplier hereby undertakes to coordinate only with the head of the buyer's procurement department.
- F.14. The supplier shall be committed to supply additional goods as requested by the buyer during a six months period from the date of this order and same discounted prices, terms and conditions of this order shall remain applicable.

G. Covering Law

- G.1. Validity, construction and enforceability of this Order and its reference shall be governed

in all respect by laws and regulation of Saudi Arabia.

- G.2. Dispute arising out of or in connection to this Order shall first be resolved by (a) amicable means. Each party shall assign an authorized representative of its executive level personnel.
- G.3. Should the representatives not reach a resolution acceptable by both parties within a period not exceeding sixty (60) days; then the parties or any of them shall proceed for arbitration in accordance with the arbitration rules of Riyadh Chambers of Commerce in Riyadh city which will be final and binding to both parties.

Material List Annex A

Sn	Item Code	Item Description	UOM	Qty.	Unit Price	Total	Delivery Date
1	EXP-51010702	Implementing all necessary items -Form work, Steel cut & bend and installing, Pouring concrete for all intermediate columns and tie beams above blocks	EA	125	480.00	60,000.00	10/19/2024
2	EXP-51010702	Block 20x20x40 cm Polystyrene thickness 7.5 mm -Apply only	EA	1550	50.00	77,500.00	10/19/2024
3	EXP-51010702	Plaster (As per Specs) - Apply Only	EA	3400	35.00	119,000.00	10/19/2024
4	EXP-51010702	ACRYLIC EMULATION PAINT ON PLASTERED BLOCK WORKS (Internal) - Apply Only	EA	2500	20.00	50,000.00	10/19/2024
5	EXP-51010702	ACRYLIC EMULATION PAINT ON PLASTERED BLOCK WORKS (External) (from Material approval) - Apply Only	EA	2750	18.00	49,500.00	10/19/2024
three hundred fifty-six thousand and zero SAR						356,000.00	

PLEASE SEND YOUR ORDER ACKNOWLEDGMENT BY email: procurement@alkhorayef.com

You are kindly requested to send the original invoice to our main office Exit – 5 King Abdulaziz Road, North Al Nafal Riyadh. Also, please ensure that our P/O No. is typed on it.

APPROVED BY:

Hassan G. Tahen
Procurement Director

This Purchase Order Exclude VAT, approved electronically and doesn't need any signature.