



Saudi Carbonate Co. Standard Terms and Conditions for the Sale of Products

1. Scope of Application

All offers made by **Saudi Carbonate Co.** (hereinafter referred to as “**Seller**”) and all orders for products placed by Seller’s customers (hereinafter individually referred to as “**Buyer**”) with Seller shall be subject to these Standard Terms and Conditions for the Sale of Products (hereinafter referred to as “**Terms**”). Seller’s acknowledgement of Buyer’s order together with these Terms constitute the entire agreement (hereinafter collectively referred to as “**Agreement**”) between Seller and Buyer. No representations, warranties or guarantees, other than those contained herein, and no variation of these Terms shall be binding on Seller and Buyer, subject to Clause 11 below. Seller and Buyer herein individually and collectively also referred to as “**Party**” or “**Parties**”, respect- timely.

2. Purchase Price and Payment Terms

The purchase price payable for the products shall be the price offered by Seller and accepted by Buyer. Unless otherwise agreed to in writing, the purchase price shall be exclusive of all sales, duties, excise and value added taxes.

The Seller reserves the right, by giving prior notice at any time before execution of the order, to increase the price of the products to reflect any increase in price based on factors beyond the Seller’s control, such as foreign exchange fluctuations, currency regulations, increases in duties, a significant increase in the costs of labor, materials or other costs of manufacture, as well as based on changes in the order of the Buyer with respect to delivery dates, quantities or specifications requested by the Buyer.

The terms of payment (including currency) result from the corresponding offer, the order confirmation and the invoice. No amounts due and payable may be withheld or set off against any type of counterclaims.

3. Benefits and Risks

Subject to Clause 5 below, the benefits and risks shall pass to the Buyer upon notification that the products are ready for dispatch.

4. Retention of Title

To the extent permitted under the law of the territory to which the products are delivered, the Seller shall retain title to the products until the Buyer has paid the purchase price in full. If such law does not permit retention of title but permits the Seller to retain other rights to the products, the Seller shall be entitled to exercise all rights of this kind.

The Buyer undertakes to assist Seller in connection with all measures for purposes of securing credit for the products and, in particular, to enter into corresponding supplemental agreements, if necessary. The Buyer authorizes the Seller to have the entry or priority note regarding the retention of title registered in public registries and the like. The Buyer further agrees to keep the products in good repair and to insure them against loss or damage until the purchase price has been paid in full.

5. Warranties

Seller warrants that the products delivered by Seller to Buyer (i) conform to the then current specifications, (ii) are manufactured, packaged and labeled in compliance with the applicable laws in Buyer’s territory as notified to Seller by Buyer in writing, (iii) are new, (iv) are free from and clear of any encumbrances and (v) are free from defects in material and workmanship at delivery of the products to Buyer.

Subject to the corresponding timely complaint in accordance with Clause 8 below, defective products shall be replaced by Seller at

Seller’s cost (including cost of new product, transportation, customs, and other import duties).

SELLER MAKES NEITHER WARRANTY OF THE PERFORMANCE OF THE DELIVERED PRODUCTS NOR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE EXPRESS WARRANTIES SELLER MAKES TO BUYER IN THIS CLAUSE 7 ARE THE ONLY WARRANTIES SELLER WILL MAKE.

6. Complaints for Defective Products or Shortage in Quantity

No claim for defective quality or shortage in quantity of any individual delivery of products shall be valid, unless made in writing within three (3) working days from the time of delivery. In default of such timely notice, the corresponding deliveries shall be deemed to have been accepted by the Buyer.

7. Limitation of Liability

Seller shall not, whether as a result of breach of contract, breach of representations and warranties, tort or otherwise, be liable to Buyer for any direct, indirect, incidental or consequential damages (including, but not limited to, loss of profits, opportunities or revenues) or claims of Buyer’s customers for such damages.

8. Trademarks

In connection with further processing of the products delivered by Seller to Buyer (transferring into another container, mixing, etc.), the trademarks (including, in particular, brand names, logos, etc.) as provided by Seller are to be removed from the product. Any further use of such signs of Seller shall be permissible only with the prior written consent of the Seller.

9. Confidentiality

During the term of the Agreement and for a subsequent 5 (five) year period, Buyer agrees to keep any information supplied to it by the Seller under the Agreement (including, in particular, information regarding pricing, financial information, market information, customer data, data of employees, manufacturing and technical information and know-how) confidential.

10. Force Majeure

Non-performance of Seller shall be excused to the extent that performance is rendered impossible or prevented or hindered or is delayed by an extraordinary and severe event of force majeure, governmental act or change of circumstances beyond the control and not caused by non-performing Seller (e.g. environmental catastrophe, implementation of new and substantial economic restrictions, late deliveries of Seller’s own suppliers, etc.), provided, however, that Seller (i) immediately informs Buyer accordingly, and (ii) resumes performance of its obligations under the Agreement without delay when such causes are removed.

In case the performance by Seller of any of its obligations under the Agreement is rendered impossible by any of the above events, the

Parties agree to negotiate in good faith their respective affected obligations.

11. Miscellaneous

Assignment. Except as per Clause 2 above, neither Party shall have the right, without the prior written consent of the other Party, to assign, transfer or dispose of, in whole or in part, its respective rights, claims and obligations under the Agreement.

Modifications and Amendments. Any modifications and/or amendments of the Agreement, including of this Clause 12, shall be valid only if made in writing and signed by both Parties.

Severability. Should any part of the Agreement be held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provision shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of the Agreement shall remain binding upon the Parties hereto. This provision shall apply by way of analogy if the Agreement is incomplete.

12. Applicable Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws and regulations of the Kingdom of Saudi Arabia. The parties will make every effort to settle disputes amicably, but if the parties are unable to reach an amicable settlement, the dispute will be referred to and decided by the relevant judicial body in Saudi Arabia.