



## Middle East Propulsion Company Ltd- (MEPC)

### Terms and Conditions for Externally Provided Non-Product Goods, and Services

#### 1.0 Acceptance

Seller's commencement of (i) work on the goods subject to this Order ("Goods") or shipment of Goods, whichever occurs first, or (ii) performance of all or any portion of the services subject to this Order ("Services"), shall constitute an acceptance of Buyer's offer to purchase contained in this Order upon Buyer's becoming aware of such acceptance. Any acceptance of this Order is limited to acceptance of the terms expressed herein. Any proposal for additional or different terms or any attempt by Seller to vary in any way any of the terms of this Order, whether in Seller's quotation form, acknowledgement form, invoice or otherwise, shall be deemed material and is hereby objected to and rejected, but such proposal or attempted variance shall not operate as a rejection of this Order if Seller accepts Buyer's offer by commencement of work, shipment or performance, or by other means, in which case this Order shall be deemed accepted by Seller without any additional or different terms or variations whatsoever. If this Order is deemed to be an acceptance of a prior offer by Seller, such acceptance shall be limited to the terms expressed herein. Any proposal for additional or different terms in such prior offer by Seller shall be deemed material and is hereby objected to and rejected. Buyer may cancel this Order at any time prior to Buyer's actual knowledge of acceptance by Seller.

#### 2.0 Labeling, Packing And Shipment

- 2.1 All Goods are to be suitably prepared for shipment and must be labeled, packed and shipped in accordance with Buyer's specifications. Seller shall not charge Buyer for labeling, packing, boxing or crating except as stated otherwise in this Order. All shipments must include Seller's packing list referencing Buyer's purchase order. As applicable, Seller must also include with all shipments a certificate of conformity (COC) or manufacturer's certification, certificate of calibration, Material Safety Data Sheet (MSDS), and/or limited life component certification.
- 2.2 Material shipped in advance of releases or shipping dates specified in this Order, or in excess of the quantity ordered, shall be at Seller's risk and may be returned to Seller, and all transportation charges both to and from the original destination shall be paid by Seller. If Goods are not shipped in accordance with Buyer's directions and/or the instructions set out in this Order, if any, then Seller shall pay or reimburse Buyer, as the case may be, for any excess cost occasioned thereby.

#### 3.0 Delivery

Time is of the essence of this Order. Deliveries are to be made both in the quantities and at the times specified herein, or if not specified herein, in such quantities and at such times as may be indicated in Buyer's releases or other instructions. If the delivery date specified in this Order is marked "as scheduled", "as directed" or in some other similar fashion, Buyer will issue from time to time releases or other shipping schedule authorizations specifying shipping dates, quantities and destination. If Seller is unable to make shipments as specified in this Order or in a release or schedule authorization, then Buyer must be notified immediately.

#### 4.0 Delays In Delivery Or Acceptance

- 4.1 If Seller fails or refuses to proceed with this Order or Seller fails to make delivery as contemplated by this Order, or if Buyer fails to accept delivery in accordance with the delivery schedule, the other party may cancel the then remaining balance of this Order, unless the delay is an excusable delay as defined below. In addition, if any of Seller's deliveries or performance fails to meet schedule other than by reason of an excusable delay, Buyer may, without limiting or affecting its other rights or remedies in any manner whatsoever, direct expedited routing and charge to Seller all excess costs incurred thereby, and all additional handling charges and other expenses (whether related or not) resulting therefrom shall be chargeable to Seller and payable upon demand. An excusable delay shall not constitute a default hereunder. If Seller or Buyer is subject to one or more excusable delays which persist for more than six (6) months in the aggregate, then the other party may cancel the then remaining balance of this Order.
- 4.2 The term "excusable delay" means any delay in making or accepting deliveries or performance which results without fault or negligence on the part of the party involved and which is due to causes beyond its control such as acts of God or of a public enemy, any preference, priority or allocation order issued by government or any other act of government, any act of the other party hereto, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a supplier due to such causes. The term "excusable delay" shall not, however, mean or include financial difficulties or any delays relating to the Seller's failure or omission to be Time Compliant.
- 4.3 Whenever an actual or potential excusable delay is delaying or threatens to delay performance of this Order, the delayed party shall immediately give notice thereof to the other party. Such notice shall include all relevant information with respect to such excusable delay.
- 4.4 Buyer may delay delivery or acceptance of Goods or performance of Services, by reason of an excusable delay, in which case Seller shall hold Goods and/or delay performance of Services, at Buyer's direction, until such time as the cause of the delay has been removed.
- 4.5 If under the terms of this Order, Buyer grants Seller exclusive rights to supply Goods or Services to Buyer, such rights shall not restrict Buyer's right to procure goods or services similar to Goods or Services in the event of an excusable delay.
- 4.6 Without limiting Seller's obligations hereunder, in the event of any supply allocation by Seller, Seller shall give preference to Buyer for all of the Goods and Services ordered hereunder.
- #### 5.0 Transportation Charges, Customs Duties, And Taxes



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- 5.1** Except where the terms of delivery or conditions of transport are stated in this Order to be f.o.b. Seller's plant, all transportation charges (including terminal switching charges) shall be at Seller's expense. No charge shall be made for insurance, storage, parking or detention except as stated in this Order.
- 5.2** Unless otherwise stated in this Order, prices include customs duties and expenses and all federal, provincial, state and local taxes (including all import taxes, excise taxes, sales and/or use taxes, value added taxes) applicable to the sale of Goods or the provision of Services.
- 5.3** Any reduction in Seller's cost resulting from a reduction in transportation charges, customs duties, import taxes, excise taxes and/or sales taxes from those in effect on the date of this Order shall be paid to Buyer by Seller in reduction of the price of Goods and/or Services.

#### **6.0 Certificates of Origin, Etc.**

Upon shipment of any Goods to Buyer by Seller from a location outside the Kingdom of Saudi Arabia the Seller shall immediately provide Buyer under separate cover an original certificate of origin, shipping invoice and packing list, and with all documents certified by (or attested to) Seller's Chamber of Commerce. In addition, Seller shall assist Buyer with other documents and/or information relating to the costs and places of origin of Goods or Services and the materials contained therein or used in the performance thereof, and as may be required by Buyer to comply fully with all customs, tariffs, duties or other applicable governmental regulations. Seller shall indemnify Buyer and Buyer's customers against all losses, costs or damages (including any fines or penalties) resulting directly or indirectly from Seller's delay in furnishing such certificates or other information to Buyer and from any errors or omissions contained therein and from any non-compliance by Seller with the aforesaid regulations. Furthermore, Seller agrees to not invoice Buyer (or agrees to withdraw previously submitted invoices) when any documentation or assistance has not yet been provided Buyer, or has been withheld from Buyer.

#### **7.0 Customs Drawback Documents**

Upon request, Seller shall furnish promptly all documents and other information required for customs drawback purposes, properly completed in accordance with applicable governmental regulations. Unless otherwise provided in this Order, all customs drawback shall be reserved and retained for, or credited to, Buyer.

#### **8.0 Set-Off**

In addition to any right of set-off provided by law, all amounts due or to become due to Seller from Buyer shall be considered net of indebtedness of Seller to Buyer and Buyer may deduct or set off any such indebtedness from any amounts due or to become due to Seller from Buyer, regardless of whether such indebtedness and amounts would be considered, in law, to be mutual.

#### **9.0 Changes**

**9.1** Buyer reserves the right to make changes in the drawings, specifications and other provisions of this Order. If any such change causes an increase or decrease in the cost of, or the time required for, the provision of Goods or Services, an equitable adjustment shall be made in the price or delivery schedule, or both, and this Order shall be modified in writing accordingly. No claim under this paragraph shall be asserted by Seller after thirty (30) days following the notification of change by Buyer.

**9.2** Seller shall give Buyer advance notice in writing of any changes to specifications, designs or part numbers (or other types of identification), as well as any major changes in processes or procedures or any changes in the location of the facilities used by Seller for providing Goods or Services.

#### **10.0 Price Warranty**

Seller warrants that the prices for Goods and Services are and shall remain not less favorable to Buyer than the prices currently extended to any other customer of Seller for the same or substantially similar goods or services in the same or substantially similar quantities and delivery requirements. If Seller reduces the prices of such same or substantially similar goods or services during the term of this Order, Seller shall reduce the prices of the Goods and Services correspondingly. Seller warrants that the prices shown on this Order shall be complete, and no additional charges of any type shall be added without Buyer's express written consent. Seller expressly assumes the risk of any event or cause (whether or not foreseen) affecting such prices.

#### **11.0 Warranties Regarding Goods And Services**

Seller expressly warrants that all Goods and Services, including without limitation any special tools, dies, jigs, fixtures, patterns, machinery and equipment, obtained at Buyer's expense for the performance of this Order and/or which are to be the property of Buyer, shall conform to all drawings, specifications, samples and other descriptions furnished, specified or adopted by Buyer, shall be merchantable, free from any defects in material and workmanship and free of all liens, claims and encumbrances whatsoever. For greater certainty, "merchantable, free from any defects in materials and workmanship" as used herein means and includes that the Goods and Services are Time compliant (i.e. that Goods and Services will operate accurately and without interruption during all time periods without error relating to date and time data). If Seller knows, or has reason to know, the particular purpose for which Buyer intends to use the Goods or Services, Seller warrants that such Goods or Services shall be fit and sufficient for such particular purpose and these warranties shall be in addition to all other warranties available under applicable law. Seller shall indemnify Buyer from any breach of these warranties and, for greater certainty, no limitations on Buyer's remedies in Seller's documents, if any, shall operate to reduce this indemnification. Seller shall also indemnify Buyer from and against all liability or damages (including any lost profits, recall costs or other consequential damages) imposed upon Buyer resulting from acts or omissions of Seller in respect of Goods or Services.



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#### 12.0 Defective Goods Or Services

**12.1** If any Goods or Services fail to meet the warranties outlined above Seller shall, upon notice thereof from Buyer at any time, promptly repair, replace or otherwise satisfactorily deal with the same in an acceptable manner to Buyer all at Seller's expense and without limiting Buyer's other rights or remedies hereunder or otherwise. Seller's warranties shall also apply to such repaired, replaced or otherwise satisfactorily dealt with Goods or Services. If Seller fails to repair, replace or otherwise deal in a satisfactory manner with defective or non-conforming Goods or Services, Buyer may cancel this Order as to the particular Goods or Services and/or cancel the then remaining balance of this Order. After notice to Seller, all such defective or non-conforming Goods shall be held at Seller's risk. Buyer may, and at Seller's direction shall, return such Goods to Seller at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller. Any payment for such defective or non-conforming Goods or Services shall be refunded by Seller, except to the extent that Seller promptly replaces or corrects the same at Seller's expense.

**12.2** After delivery, Supplier shall immediately notify Buyer of any defective or non-conforming Goods or Services, and advise Buyer if there is a reason to suspect a similar issue may exist on previously provided Goods or Services provided to the Buyer. Supplier shall identify and record any non-conformance raised against products or systems and all subsequent corrective and preventive actions that are taken.

#### 13.0 New Materials

Unless expressly so stated on the face of this Order none of the Goods are, in any way, governmental or commercial surplus or used, remanufactured, reconditioned or of such age or condition so as to impair their fitness, usefulness or safety.

#### 14.0 Quality Assurance, Quality Control And Inspection

**14.1** All materials and workmanship utilized in the performance of this Order shall be subject to inspection and testing by Buyer and its customers to the extent practicable at all times and places including the period of manufacture. If any such inspection or testing is made on Seller's premises, Seller shall provide, without additional charge, all reasonable facilities and assistance. Inspection and approval at Seller's premises does not preclude rejection or other relief for any defects subsequently discovered. Seller shall provide and maintain, without additional charge, a testing and inspection system (which shall include quality control and reliability procedures and may include accreditation to a recognized international quality standard) acceptable to Buyer covering the materials and workmanship utilized in the performance of this Order.

**14.2** At Buyer's option, Buyer may, from time to time, review and inspect Seller's testing, inspection, quality control and reliability procedures, as well as the data supporting same. Seller shall comply with Buyer's most recently adopted quality control specifications, inspection standards and quality assurance manuals as may be supplied by Buyer to Seller from time to time, or referenced by Buyer and available from third

parties. Seller shall, if requested by Buyer, furnish a certificate indicating such compliance.

**14.3** Supplier shall afford Buyer and/or Buyer's customer representative(s) access to any facilities or records related to Seller's quality systems that may be required during visits to Supplier, including access to those suppliers utilized by Supplier in providing Goods or Services to Buyer.

**14.4** Acceptance of Goods or Services by Buyer shall not relieve Seller from any of its obligations and warranties under this Order. In no event shall payment be deemed to constitute acceptance by or on behalf of Buyer.

**14.5** The External Provider shall inform MEPC of any sub-tier suppliers prior to placing of sub-contracts.

**14.6** The External Provider shall advise to a level agreed with MEPC, details of any sub-tier External Providers planned to be used in connection with the Order, prior to the placing of such sub-contract. The purchaser reserves the right to reject the use of such sub-tier suppliers, or to require details of management of such sub-tier supplier in order to assure compliance with requirements.

**14.7** Where the use of sub-tier suppliers is agreed, the External Provider shall flow down the quality conditions onto their sub-contractors which as a minimum satisfy the requirements of the MEPC Order as appropriate to the nature of the sub-contract.

**14.8** Any change resulting from movement to new or alternative premises, change to company name/merger/take over from another company or any change to the senior organizational structure shall be addressed to MEPC in writing immediately.

**14.9** Where calibration has been performed, a legible certificate of calibration shall be provided.

**14.10** The External Provider shall maintain and retain records in accordance with requirements agreed between MEPC and the External Provider.

**14.11** External Provider shall comply with the MEPC Code of Conduct (available for download at <http://www.mepcsa.com/>). The External Provider shall ensure that it's permitted subcontractors and sub-tier contractors to comply with equivalent standards.

#### 15.0 Material, Equipment, Tools And Facilities

Unless otherwise agreed in writing, Seller shall supply at its own expense all materials, equipment, tools, jigs, dies, fixtures, patterns, drawings, specifications, samples and facilities required to perform this Order. All materials, equipment, tools, jigs, dies, fixtures, patterns, drawings, specifications, samples and facilities, including any replacements thereof and any materials affixed or attached thereto, furnished to Seller or specifically paid for by Buyer shall remain the property of, with the right of possession in, the Buyer, and Seller shall use such material only in the performance of work for Buyer and not otherwise. All such material while in Seller's custody or control and while in the custody or control of Seller's suppliers, contractors or agents shall be held at Seller's risk, shall be kept insured by Seller at Seller's expense against loss or damage in an amount equal to the depreciated cost of replacement and shall be subject to removal at Buyer's written request, in which event Seller shall at Seller's expense prepare the Items



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for shipment and shall deliver them to Buyer in the same condition as originally received by Seller, reasonable wear and tear excepted. Seller shall promptly notify Buyer of the location of this material if located at any place other than Seller's usual place of business. Except as otherwise provided in this Order, Seller shall maintain accounting and property control records for this material in accordance with sound industrial practices. Seller shall, at Seller's expense, maintain all such material in good condition and repair, including replacement if necessary. Buyer does not provide any warranties with respect to any material which Buyer, directly or indirectly, furnishes. All materials, supplies and services to be produced or provided in conjunction with this Order must be in strict accordance with the specifications set forth in this Order or as otherwise specified by Buyer to Seller. Upon completion or termination of this Order, all such material shall be retained by Seller at its expense, until disposition directions are received from Buyer. If Seller defaults under this Order Seller shall immediately on demand deliver all such material to Buyer and, if Buyer so requests, grant Buyer access to Seller's premises for the purpose of removing this material.

#### 16.0 Proprietary Rights

**16.1** Seller shall hold and save Buyer and Buyer's customers and users of products sold by Buyer incorporating Seller's Goods or Services, harmless from all loss and/or liability of any nature or kind, including damages, court costs and legal fees, arising or existing because of the infringement or alleged infringement of any patent, trade-mark, copyright, industrial design or process of manufacture for or on account of the manufacture, sale or use of any Goods or Services, or products incorporating Goods or Services, except where strict compliance by Seller with specifications prescribed by and originating with Buyer constitutes the sole basis of the infringement or alleged infringement. Buyer shall notify Seller, in writing, of any suit filed against Buyer or Buyer's customers, or users of products sold by Buyer incorporating Goods or Services, on account of any such infringement or alleged infringement, and, at Seller's request, shall give Seller control of the defense of such suit, insofar as Buyer has the authority to do so, and reasonable information and assistance in connection therewith, all at Seller's expense. Buyer and the party against whom suit is brought shall have the right to be represented by their own counsel and actively participate in any such suit, and the reasonable costs of such representation shall be paid by Seller on demand.

**16.2** All patents, trade-marks and industrial designs created or developed by Seller in connection with supplying Goods or Services to Buyer shall be and remain the property of Buyer.

#### 17.0 Confidentiality

Seller shall consider and treat all Information (as defined below in this paragraph) as confidential and shall not disclose any Information to any other person, or use any Information itself for any purpose other than pursuant to and as required by this Order, unless Seller obtains prior written permission from Buyer to do so. Buyer retains all rights with respect to Information, and Seller shall not allow any Information to be reproduced or in any way used, in whole or in part, in connection with services or goods furnished to others without Buyer's specific prior written permission. The term

"Information" includes, without limitation, all drawings, reproductions, specifications, designs, engineering instructions, photographs, reproducible copy, parts lists, plans, reports, working papers, computations and other information furnished by Buyer. Seller shall not advertise or otherwise disclose the fact that Buyer has contracted to purchase Goods or Services from Seller, nor shall any information relating to this Order or to Goods or Services be disclosed without, in each case, Buyer's prior written permission.

#### 18.0 Disclosure To Buyer

Unless otherwise specifically agreed to in advance and in writing by Buyer, no commercial, financial or technical information disclose in any manner or at any time by Seller to Buyer shall be deemed secret or confidential, and Seller shall have no rights against Buyer with respect thereto.

#### 19.0 Compliance With Laws

**19.1** Seller warrants compliance with all national, federal, provincial, state and local laws, ordinances, rules and regulations, and all amendments thereto, applicable to this Order and shall furnish Buyer with certificates of such compliance where required thereunder or when requested by Buyer. It is also agreed that each invoice rendered to Buyer under this Order shall constitute written assurance by Seller that Seller has fully complied with all applicable laws, ordinances, rules and regulations.

**19.2** Seller shall package and label Goods and their containers, in particular those which constitute a health, poison, fire, explosion or other safety hazard, in accordance with all applicable national, federal, provincial, state and local packaging and labeling laws, ordinances, rules and regulations, and all amendments thereto, in effect in the place to which Goods are shipped or as otherwise specified by Buyer.

#### 20.0 Indemnification And Insurance

**20.1** Seller shall, if Seller's representatives, employees or agents enter upon the premises owned or controlled by Buyer in the performance of Seller's obligations hereunder, (i) indemnify and save harmless Buyer, Buyer's representatives, employees, agents and invitees, from and against all liabilities, demands, claims, losses, costs, damages and expenses by reason or on account of property damage, death and/or personal injury of whatsoever nature or kind arising out of, as a result of, or in connection with the performance of this Order, which is occasioned by Seller's actions or omissions; and (ii) ensure that it is in compliance with all requirements of the workers' compensation legislation, if any, of the jurisdiction in which Buyer's premises are located. Seller agrees that all of its efforts in the performance of this Order shall be made as an independent contractor and that the persons engaged in such performance shall not be considered employees or agents of Buyer.

**20.2** Seller shall maintain and carry general liability insurance including, but not limited to, public liability, property damage liability, product liability and contractual liability coverage, and workers' compensation and employees' liability insurance covering all employees engaged in the performance of this Order, in amounts satisfactory to Buyer if and when specified by Buyer.



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**20.3** Seller agrees to defend, protect and hold harmless Buyer, and Buyer's successors, assigns, agents and customers against any and all claims for personal injury, property, consequential or special damages resulting from improper, unsafe or defective material, workmanship or design of Goods or Services or Seller's failure to comply with any laws, ordinances, rules and/or regulations.

**20.4** In no case shall Buyer indemnify or hold harmless Seller against claims for personal injury, property, consequential or special damages resulting from improper, unsafe or defective material, workmanship or design of Goods or Services.

#### **21.0 Termination Upon Notice**

**21.1** Buyer may terminate this Order in whole or in part at any time by written notice (including notice by facsimile) stating the extent and effective date of such termination. Upon receipt thereof, Seller shall, to the extent directed by Buyer (i) stop work under this Order and any other orders related to work terminated by such notice; and (ii) protect all property in Seller's possession or control in which Buyer has or may acquire an interest.

**21.2** Seller shall submit to Buyer any claims relating to such termination as soon as possible, but in any event within thirty (30) days (unless Buyer agrees otherwise) from the effective date of such termination. Seller hereby grants Buyer the right to audit and inspect its books, records and other documents relating to its termination claims.

**21.3** Unless otherwise authorized in writing by Buyer, Seller shall not make commitments for materials or fabricate in advance of the time necessary to permit shipment(s) on the delivery date(s). Buyer shall in no event be liable or responsible for any such costs or amounts incurred by Seller in breach of this provision.

**21.4** If the parties cannot agree within a reasonable time upon the amount of fair compensation for termination by Buyer, Buyer shall, in addition to making prompt payment of the contract price for Goods and Services delivered or performed and accepted by Buyer prior to the effective date of termination, pay to Seller the following, without duplication (i) the contract price for Services performed or Goods completed in accordance with the terms of this Order but not previously paid for; and (ii) the actual costs (other than capital costs) incurred by Seller and properly allocated or apportioned under recognized commercial accounting practices to the terminated portion of this Order.

**21.5** Seller may, with Buyer's consent, retain at an agreed price or sell at an approved price any completed Services, Goods, work in process or other physical inventory, the cost of which is allocable or apportionable to this Order, and shall credit or pay the amounts so agreed or received as Buyer directs, with an appropriate adjustment for any delivery cost savings. Seller shall, if directed by Buyer, transfer title to and make delivery of any Goods, work in process or other physical inventory not so retained or sold.

#### **22.0 Termination Upon Default**

Buyer reserves the right to terminate this Order in whole or in part for default occasioned by Seller's failure to perform in accordance with the requirements of this Order. Such

termination shall be without liability to Buyer except for completed Goods delivered or Services performed, and accepted by, Buyer. Seller shall be liable for damages caused by or resulting from its default.

#### **23.0 Termination Upon Insolvency Or Bankruptcy**

Either party may cancel this Order without liability in the event of the insolvency, bankruptcy, reorganization, arrangement, receivership or liquidation by or against the other party or if either party makes an assignment for the benefit of creditors or ceases to carry on business in the ordinary course.

#### **24.0 Assignment**

Seller shall not assign this Order or any portion hereof or work hereunder or any interest herein except to the extent that Seller may, with the prior written consent of Buyer, make an assignment of monies due or which may become due hereunder to a bank or other financing institution; provided, however, that any such assignment shall be subject to set-off, recoupment or any other lawful means of enforcing any present or future claim or claims which Buyer may have against Seller, and provided further that any such assignment shall not be made to more than a single assignee. In the event of any such assignment, Seller shall provide to Buyer, in addition to written notice of the assignment, a true copy of the instrument of assignment for Buyer's information only and, notwithstanding such receipt by Buyer, such notice of assignment and/or instrument of assignment shall not be deemed to vary or waive the provisions of this paragraph. Buyer shall have the right to assign this Order or its interest herein to any affiliated person, firm or corporation or to any corporation succeeding to Buyer's business.

#### **25.0 Right Of Buyer To Perform**

If Seller fails to perform any of its obligations under this Order, then Buyer and its agents may (but shall not be obligated to) enter Seller's premises and perform the obligation without waiving or releasing Seller from the obligation. All costs incurred directly or indirectly by Buyer in connection with the foregoing shall be paid by Seller to Buyer on demand.

#### **26.0 Remedies**

The remedies reserved herein shall be cumulative and not alternative and may be exercised separately or together, in any order or combination, and in addition to any other remedies provided for or allowed by law, at equity or otherwise.

#### **27.0 Waiver**

Either party's failure to insist on the performance by the other party of any term or condition hereof or failure to exercise any right or privilege reserved herein, or either party's waiver of any breach or default hereunder by the other party shall not, thereafter, waive any other terms, conditions, rights, privileges, breaches or defaults, whether of the same or a similar type or not.

#### **28.0 Modification Of Agreement**



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No modification of this Order, or waiver of, or addition to, any of this Order's terms and conditions, shall be binding upon Buyer, unless made in writing and signed by Buyer's authorized representative.

#### **29.0 Tort Obligations**

Buyer's rights and Supplier's obligations under this Order shall not limit in any way whatsoever Seller's common-law tort obligations or Buyer's right to sue in tort in addition, or as an alternative, to suing in contract. Seller hereby waives the right to sue in tort in respect of any matter which is addressed, in whole or in part, by the terms and conditions of this Order.

#### **30.0 Governing Law**

This Order shall be interpreted and enforced in accordance with the laws of the Kingdom of Saudi Arabia exclusive of the choice of law rules thereof. For greater certainty, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Order.

UNCONTROLLED IF PRINTED