

1. Applicability:

These General Terms and Conditions of Sale govern all sales and deliveries of goods by Zain One, except where expressly agreed otherwise in writing. In instances of any pre-existing General Terms and Conditions of Purchase, these Terms shall prevail upon the formation of a sales contract as per Saudi Arabian law.

2. Order Confirmation:

An order confirmation issued by Zain One constitutes a binding acknowledgment of the customer's order, detailing the terms and conditions of delivery, including pricing. Absence of a written objection from the customer within 48 hours of receipt shall be deemed as acceptance of these terms.

3. Modifications and Cancellations:

All expenses arising from any alterations or cancellations of confirmed orders initiated by the customer shall be borne by the customer at cost.

4. Product Specifications and Liability:

Zain One warrants that the goods will conform to the specifications detailed in the order confirmation. The liability of Zain One is strictly limited to the value of the goods as specified, excluding any liability for indirect or consequential damages or lost profits.

5. Risk of Use:

The customer assumes all risks associated with the use of the goods or their resale to third parties.

6. Warranty and Claims:

The warranty period for product conformity is two years from the date of delivery to the customer. Post this period, Zain One reserves the right to reject any claims. Claims must be substantiated with detailed evidence and the goods must remain unused, stored, and protected appropriately until Zain One evaluates and accepts the claim. Any transport damages must be documented immediately upon receipt and reported to Zain One. Failure to do so will void the claim. Refunds will not exceed the sales price minus the current scrap value, and compensation for loss of productivity or other indirect costs requires prior written consent from Zain One.

7. Retention of Title:

Ownership of the goods remains with Zain One until full payment is received.

8. Guarantees and Creditworthiness:

Zain One reserves the right to demand a payment guarantee from the customer to secure any order. Should the customer fail to provide the requested guarantee, Zain One may rescind the order in whole or in part and, if necessary, terminate the contract.

9. Force Majeure:

Neither party shall be considered in breach of this contract if unable to fulfill obligations due to force majeure circumstances. The affected party must promptly notify the other party in writing. If the force majeure event persists for more than 30 days, either party may terminate the contract upon written notice. This provision does not apply to confirmed orders already manufactured by Zain One. Force majeure includes, but is not limited to, mobilization, acts of war or sabotage, revolutions, strikes, lockouts, terrorist attacks, shortages of raw materials, power interruptions, fire, floods, storms, adverse weather conditions, or other external atmospheric phenomena causing production/delivery interruptions Zain One.

10. Payment Arrears and Security:

In case of customer payment arrears, all amounts owed to Zain One, including those under deferred payment plans, become immediately due. Zain One reserves the right to request any necessary security or guarantees from the customer before further deliveries. Failure to provide the required guarantee may, without prejudice to other rights, lead Zain One to terminate the existing contractual relationship with the customer.

11. Interests of Overdue Amounts:

Overdue amounts will accrue monthly default interest surcharges at the legal rate applicable in Saudi Arabia.

12. Reimbursement of Cost Incurred by Zain One:

The customer shall bear all costs, including legal fees, incurred by Zain One until the debt is settled. Additionally, the customer is responsible for the costs associated with any guarantees provided (including correspondence documents).

13. Timely Delivery Commitment:

Zain One will make every effort to ensure timely delivery as confirmed. Claims for penalties or order cancellations due to late delivery will be rejected by Zain One.

14. Governing Law and Jurisdiction:

The entire business relationship is governed by Saudi law, and any disputes shall be resolved in Gassim, Saudi Arabia."