

المملكة العربية السعودية
أحكام وشروط مبيعات شركة جون كرين

Kingdom of Saudi Arabia (KSA)
JOHN CRANE SALES TERMS AND CONDITIONS

تقوم شركة جون كرين العربية السعودية المحدودة (بإشارة إليها فيما بعد بـ "البائع") بقبول طلبية المشتري المشار إليها بموجب عرض الأسعار المرفق بشرط موافقة المشتري على الأحكام والشروط المبينة أدناه وعلى أي مستند (مستندات) مرافق (مرافقة) ويتخلى عن أية أحكام وشروط مخالفة. تكون هذه الموافقة والتخلي مثبتاً إما بموجب أمر الشراء من المشتري (يتم الالتفات عن أية أحكام أو شروط مخالفة لذلك) أو بموجب قبول استلام أول شحنة بموجب هذه الاتفاقية.

JOHN CRANE SAUDI ARABIA LIMITED ("SELLER") WILL ACCEPT BUYER'S ORDER REFERRED TO ON THE ACCOMPANYING QUOTATION ON CONDITION THAT BUYER ASSENTS TO THE TERMS AND CONDITIONS SET FORTH BELOW AND ON ANY ACCOMPANYING DOCUMENT(S) AND WAIVES ANY DIFFERING TERMS OR CONDITIONS. SUCH ASSENT AND WAIVER IS EVIDENCED EITHER BY BUYER'S PURCHASE ORDER (ANY CONTRARY TERMS OR CONDITIONS OF WHICH SHALL BE DISREGARDED) OR BY ACCEPTING DELIVERY OF THE FIRST SHIPMENT HEREUNDER.

- شروط الدفع والشحن.** صافي بعد 30 يوم – على أساس الثمن شامل الشحن (FCA) من مرافق البائع ما لم يتم النص بشكل صريح بخلاف ذلك في العرض المرفق.
1. **Payment and Shipping Terms.** Terms are net 30 days, FCA Seller's Facility, unless expressly provided to the contrary on the accompanying quotation.
- الملكية ومسؤولية الخسارة.** لا تنتقل الملكية في المنتجات إلا بعد تسديد سعر الشراء بالكامل. بالرغم مما ورد اعلاه، يتحمل المشتري كافة مخاطر الخسارة من وقت تسليم المنتجات من قبل البائع الى الناقل العام او بموجب طريقة نقل أخرى.
2. **Titles and Risk of Loss.** Title to products shall pass only upon payment of the full purchase price. Notwithstanding the foregoing, all risk of loss shall be borne by Buyer from the time of delivery of the products by Seller to a public carrier or other manner of transportation.
- الأدوات.** إن رسوم الأدوات والأصباغ والمعدات الأخرى تغطي فقط جزء من كلفتها وإن ملكيتها وحق حيازتها الحصري واستخدامها لن تنتقل الى المشتري بل تبقى ملكا للبائع.
3. **Tooling.** Charges for tools, dies and other equipment cover only a portion of their cost and ownership and sole right to possession and use thereof shall not pass to Buyer but shall remain in Seller.
- الإلغاء.** يجوز للبائع بناء على خياره وبالإضافة الى التدابير العلاجية الإضافية المتاحة له ودون مسؤولية، إلغاء هذه الطلبية او رفض الشحن في حالة (أ) أن المشتري يكون مقصرا في أية دفعات أو أداء آخر مستحق للبائع بموجب هذا أو أي اتفاقية أخرى أو (ب) أصبح المشتري معسرا ماليا أو تم تقديم التماس بالإفلاس يتعلق بالمشتري (أو حالة مشابهة) أو (ج) لأسباب خارجة عن ارادة البائع تجعل من المستحيل ضمان ادائه بالوقت الملائم. يجوز للمشتري إلغاء الجزء المتبقي غير المنفذ من طلبيته وذلك فقط بموجب موافقة خطية من البائع ودفع السعر الكامل لذلك الجزء من الطلبية التي قام البائع باستكمالها بشكل جوهري وقت الإلغاء بالإضافة الى رسوم الإلغاء المعقولة التي سوف تشمل على الربح الكامل إضافة الى كافة النفقات المتحققة المتعلقة بالجزء الملغى من الطلبية مثل، النفقات الإدارية والالتزامات التي تمت من قبل البائع كنتيجة لطلبية المشتري وكلفة الأعمال تحت الإنتاج. لا يجوز أن تتجاوز رسوم الإلغاء سعر الشراء للجزء الملغى من الطلبية.
4. **Cancellation.** Seller at its option and in addition to its other remedies may without liability cancel this order or refuse shipment, if (a) Buyer is in default in any payments or other performance due Seller under this or any other agreement (b) Buyer becomes insolvent or a petition in bankruptcy is filed with respect to Buyer (or similar event) or (c) causes beyond Seller's control make it impossible to assure its timely performance. Buyer may cancel the remaining unfilled portion of its order only upon written consent of Seller and payment of the full price for that portion of the order that Seller has substantially completed at time of cancellation plus reasonable cancellation charges which shall include the full profit plus all costs incurred in connection with the canceled portion of the order such as overhead and administrative costs, commitments made by Seller as a consequence of Buyer's order and the cost of all work-in-progress. Cancellation charges shall not exceed the purchase price of the canceled portion of the order.
- السعر.** يحتفظ البائع بالحق في تعديل الكميات والأسعار بسبب الأخطاء الطباعية والإدارية والحسابية. إن السعر المقدم في عرض البائع أو إقراره مبني على الكلفة الحالية للبائع. إذا ارتفعت الكلفة خلال مدة الطلبية، يتم إشعار المشتري بأي تعديل على السعر، ويشترط على أية حال، انه لن يتم إجراء أي تعديل على السعر دون موافقة المشتري على الطلبية التي سيتم تسليمها خلال 30 يوما من تاريخ عرض الأسعار. يقوم المشتري بتعويض البائع عن أية ضرائب انتاج او مبيعات او استخدام او أية ضرائب أخرى مترتبة على هذه المعاملة والتي قد يكون البائع مسؤولا بشأنها التي يتسبزم على البائع تحصيلها بموجب القانون.
5. **Price.** Seller reserves the right to correct quantities or prices due to typographical, clerical, or mathematical errors. The price stated in Seller's quotation or acknowledgment is based upon Seller's current costs. If costs increase during the life of this order, Buyer will be notified of any adjustment of the price; provided, however, that no price adjustment will be made without Buyer's agreement on orders for delivery within 30 days of the date of a price quotation. Buyer shall reimburse Seller for any excise, sales, use or other taxes incident to this transaction for which Seller may be liable or which Seller is required by law to collect.
- التسليم والقوة القاهرة.** إن تواريخ التسليم تعتبر تقديرية ليس إلا. لن يكون البائع مسؤولا عن أي إخفاق كلي أو جزئي للتسليم أو أي تأخير في التسليم أو الإنتاج لأسباب خارجة عن ارادته، بما في ذلك ولكن دون حصر، الأعمال الربانية أو أفعال المشتري والحرب أو الاضطرابات الأهلية أو الأوبويات أو الحرائق أو الاضرار الطبيعية أو عمليات التأخير في النقل أو عدم القدرة على الحصول على العمالة الضرورية أو المواد الخام. لن يكون البائع مسؤولا في أي حال من الأحوال عن أية نفقات بما في ذلك ولكن دون حصر، الاضرار المباشرة أو الخاصة أو غير المباشرة أو التبعية بسبب الإخفاق أو التأخير في التسليم بغض النظر عن السبب.
6. **Delivery and Force Majeure.** Delivery dates are estimates only. Seller shall not be liable for any total or partial failure to deliver or for any delay in delivery or production due to causes beyond its control, including but not limited to acts of God, acts of Buyer, war or civil unrest, priorities, fires, strikes, natural disasters, delays in transportation, or inability to obtain necessary labor or raw materials. Seller shall not be liable in any event for any costs, including but not limited to direct, special, indirect or consequential damages on account of failure or delay in delivery regardless of the cause.
- تأكيد الأداء.** إذا أصبح المشتري متأخرا في أداء التسديد في أي وقت أو إذا أصبحت التسهيلات الائتمانية الخاصة بالمشتري حسب رأي البائع منقوصة أو غير مرضية، فإنه يجوز للبائع علاوة على التدابير العلاجية الأخرى المتاحة له، إلغاء التسهيلات الائتمانية الخاصة بالمشتري ووقف الأداء الإضافي وأن يطلب الدفع نقدا و ضمان أو تأكيد ملائم آخر بالدفع يكون مرضيا له.
7. **Assurance of Performance.** If Buyer is delinquent in payment at any time, or if in Seller's judgment, Buyer's credit becomes impaired or unsatisfactory, Seller may, in addition to its other remedies, cancel Buyer's credit, stop further performance, and demand cash, security or other adequate assurance of payment satisfactory to it.
- الضمان المحدود.** يضمن البائع لمدة سنة واحدة بعد الشحنة الأصلية (أو بشأن سدادات الغاز نوع 28، 12 شهرا بعد التركيب أو 24 شهرا بعد الشحنة الأصلية من قبل البائع، أيهما يقع قبل الآخر) بأن منتجاته خالية من العيوب من ناحية المواد أو المصنعية المزودة من قبل البائع. يقوم البائع بإصلاح أو، بناء على خياره، باستبدال أي منتج مجاني الذي يتبين من قبله خلال فترة الضمان هذه بأنه معيب وينتهك الضمان المذكور عند اعادته مع رسوم النقل مدفوعة مقدما الى الموقع المحدد من قبل البائع. لن يتم قبول أية مرجعات دون التفويض الخطي المسبق من قبل البائع. يعتبر الوارد أعفا هو الضمان الوحيد المقدم من البائع والتدبير العلاجي المخصص للمشتري ويكون بدلا من كافة الضمانات أو الطروحات أو الكفالات الأخرى، صريحة كانت أم ضمنية التي تكون بموجب هذا مستثناة بما في ذلك قابلية البيع والملائمة لغرض معين. دون تقييد لما ورد أعفا، فإن البائع لن يكون بأي حال من الأحوال مسؤولا عن الحرمان من الاستعمال أو فقدان الأرباح أو عن أية أضرار خاصة أو غير مباشرة أو تبعية أو تأديبية أو أضرار أخرى من أي نوع كان أو عن العيوب في التصميم أو الهندسة سواء تم تنفيذها من قبله أو من قبل آخرين أو عن أية مبالغ تتجاوز سعر البائع الصافي للمنتج موضوع البحث سواء أكانت هذه المبالغ مدعى بأنها ناجمة عن انتهاك العقد أو الضمان أو الأهمال أو المسؤولية الصارمة أو خلاف ذلك.
8. **Limited Warranty.** Seller warrants for a period of one year following original shipment by Seller (or for Type 28 Gas Seals 12 months from installation or 24 months following original shipment by Seller, whichever occurs first) that its products are free from defects in material or workmanship furnished by Seller. Seller will repair or at its option replace free of charge any product found by it within such warranty period to be defective in breach of said warranty upon return thereof transportation prepaid to the location specified by Seller. No returns will be accepted without prior written authorization by Seller. **The Foregoing is Seller's sole warranty and Buyer's exclusive remedy and IS IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED WHICH ARE HEREBY EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL SELLER BE LIABLE FOR LOSS OF USE OR PROFITS OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES OF ANY KIND, DAMAGES, OR FOR DEFECTS IN DESIGN OR ENGINEERING WHETHER PERFORMED BY IT OR BY OTHERS, OR FOR ANY AMOUNTS IN EXCESS OF SELLER'S NET PRICE OF THE PRODUCT IN QUESTION WHETHER SUCH AMOUNTS ARE CLAIMED TO RESULT FROM BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.**
- تقديرات أداء الإنتاج.** إن أي معايير إنتاج أو أداء مزودة من قبل المشتري قد تعتمد على عوامل متغيرة ولذلك فإن أي هكذا نتائج أو تقديرات لن تكون مضمونة.
9. **Production Performance Estimates.** Any production or performance standards furnished by Buyer may depend on several variable factors, and as such no results or estimates are guaranteed.
- الامتثال للقوانين والتحذيرات.** في تلك الحالات التي يقوم فيها البائع بتزويد معلومات حول الصحة والسلامة أو بيانات تحذير أو/أو تعليمات تتصل بالتركيب أو الاستخدام أو الصيانة، بما في ذلك، الصيانة الوقائية لمنتجاته (فإن البائع لا يأخذ على عاتقه أي التزام للقيام بذلك)، فإن المشتري يوافق على الامتثال بتلك المعلومات والتحذيرات والتعليمات كما يوافق المشتري إضافة ذلك على تبليغ أية معلومات وتحذيرات وتعليمات كهذه أو موظفيه ووكلائه ومقاوليه الفرعيين وإلى مشتريين ومستخدمين لاحقين لتلك المنتجات. كما يقوم المشتري بالامتثال بكافة القوانين الواجبة التطبيق. يقوم المشتري بتعويض البائع ويحفظه من الأذى مقابل انتهاك المشتري لهذه الأحكام والشروط.
10. **Compliance with Laws and Warnings.** In those instances in which Seller provides health or safety information, warning statements, and/or instructions in connection with the installation, use or maintenance, including preventive maintenance, of its products (and Seller assumes no obligation to do so), Buyer agrees to comply with all such information, warnings and instructions. Buyer further agrees to communicate all such information, warnings and instructions to its employees, agents and subcontractors, and to subsequent buyers and users of those products. Buyer will comply with all applicable laws. Buyer will indemnify and hold Seller harmless for Buyer's breach of these terms and conditions.
- عمليات الإصلاح.** أعمال التراكب. لن يتحمل البائع أية مسؤولية مهما كانت عن التلف أو الضرر لأي منتجات أو أجزاء أو بضائع تم تزويدها من أجل التراكب أو الإصلاح. بالإضافة الى الاستثناءات المحددة في الفقرة 8 اعلاه، تكون مسؤولية البائع محددة بحالات اهماله وعندها فقط بمقدار الغاء رسومه مقابل التراكب أو الإصلاح الخاص بالأجزاء أو المنتجات أو البضائع التالفة أو المتضررة.
11. **Repairs: Job Lapping.** Seller shall have no liability whatsoever for spoilage or damage to any products, parts or stock furnished for lapping or repair. In addition to the specific exclusions in paragraph 8 above, Seller's liability shall be limited to cases of its negligence, and then only to the extent of cancellation of its charges for lapping or repairing the spoiled or damaged parts, products or stock.
- السرية.** جميع المعلومات الفنية والتجارية والأفكار التي قام البائع بتزويدها والتي يسوق بتزويدها للمشتري ولكن باستثناء المعلومات الموجودة ضمن الاملاك العامة والتي تكون بحوزة المشتري حسب الأصول على هيئة ملموسة قبل تلقي تلك المعلومات من البائع (بإشارة إليها فيما بعد بـ "المعلومات السرية") تعتبر امتلاكية للبائع وأنه تم الإفصاح بها الى المشتري بثقة للغرض المحدد لمساعدة المشتري في تقييم أو استخدام منتجات البائع. لن يقوم المشتري دون موافقة البائع الخطية المسبقة بالإفصاح أو جعل هذه المعلومات السرية متوفرة لأي شخص آخر أو استخدام تلك المعلومات السرية إلا لذلك الغرض المحدد. يتم إعادة جميع المعلومات السرية الى البائع عند الطلب وعلى أية حال، عندما لا تعود

لازمة للمشتري فيما يتعلق بمنتجات البائع. علاوة على التدابير العلاجية الأخرى المتاحة للبائع، يوافق المشتري بأن أي منفعة أو ملكية مشتقة من قبل المشتري من استخدام غير مصرح به للمعلومات السرية تكون ملكاً مفرداً وحصرياً للبائع.

12. **Confidentiality.** All technical and commercial information and ideas which Seller has supplied or shall supply Buyer, but excluding information in the public domain or properly in Buyer's possession in tangible form before receiving such information from Seller, ("confidential information") is proprietary to Seller and is disclosed to Buyer in confidence for the limited purpose of assisting Buyer in the evaluation or use of Seller's products. Buyer shall not without Seller's prior written consent, disclose or make available such confidential information to any other person or use such confidential information except for such limited purpose. All confidential information shall be returned to Seller on demand, and, in any event, when no longer needed by Buyer in connection with Seller's products. In addition to Seller's other remedies, Buyer agrees that any benefit or property derived by Buyer from any unauthorized use of confidential information shall be the sole and exclusive property of Seller.

13. **Shortages.** Claims for shortages must be made within five days after receipt of goods. All other claims must be made within 30 days of shipping date (except for warranty claims, which are governed by Paragraph 8 above).

14. **Patents.** Buyer will protect and indemnify Seller against all claims arising out of patents, designs, trade secrets, copyrights, or trade names with respect to products manufactured wholly or partially to Buyer's designs or specifications, including any costs, expenses, loss, attorneys' fees, settlement payments, or damages.

15. **Government Contracts.** If the items purchased hereunder are to be used in fulfilling a contract with any national government, Seller will comply with all mandatory provisions required by such government applicable to Seller, provided that Buyer gives Seller written notice of such provisions in sufficient time to permit compliance. Moreover and in relation to such contracts, the Buyer shall provide the Seller, at the time of placing its order, with a copy of the Saudi "Government Tenders and Procurements Act" together with a copy of the Buyer's relevant contract with the government entity/agency

16. **Amendments and Survival.** No addition to, modification or revision of the terms and conditions contained herein shall be valid unless in writing, and signed by duly authorized representative of Seller. Sections 3, 4, 6, 8, 10, 11, 12, 14, 16, 17, 18, 19, 20, 21 and 22 shall survive the expiration or termination of these terms and conditions.

17. **Governing Law and Severability.** This agreement is subject to the laws of Saudi Arabia and the Parties hereby submit to the exclusive jurisdiction of the commercial courts of Riyadh. The Parties will attempt to resolve any disputes arising out of or in connection with this agreement by negotiation in good faith prior to either party commencing Court proceedings under this paragraph 17. The period of time allowed to reach such an amicable settlement will be one month. If any term or condition hereof is found to be illegal or unenforceable, the balance hereof shall remain in full force and effect. Both Seller and Buyer acknowledge and agree that the UN Convention on Contracts for the International Sale of Goods shall not apply to this order.

18. **Code of Conduct.** Seller is committed to conducting its business ethically and lawfully. To that end the Seller, through its ultimate parent company, Smiths Group plc, maintains a Code of Corporate Responsibility and Business Ethics and mechanisms for reporting unethical or unlawful conduct. The Seller expects that the Buyer will also conduct its business ethically and lawfully. If the Buyer has cause to believe that the Seller or any employee or agent of the Seller has behaved unethically or unlawfully under, or in connection with, these terms and conditions, Buyer is encouraged to report such behavior to the Seller or to Smiths Group plc. Smiths Group plc's Code of Corporate Responsibility and Business Ethics and mechanisms for making such reports are available on www.smiths-group.com.

19. **Export Regulations and Destination Control Statement.** If the commodities, technologies or software sold hereunder are exported from the country where Seller resides, they may only be done so in accordance with the laws and regulations of such jurisdiction, and any diversion contrary to such laws is prohibited. Buyer will not export any technical data, or commodities that are controlled by government regulations in violation thereof, and agrees to defend, indemnify and hold harmless Seller from and against any claim, loss, liability, expense or damage (including liens or legal fees) incurred by Seller with respect to any of Buyer's export or re-export activities contrary to applicable export and import controls.

20. **Intellectual Property.** Notwithstanding delivery of and the passing of title in any product, nothing in these terms and conditions shall have the effect of granting or transferring to, or vesting in, Buyer any intellectual property rights in or to any products.

21. **General.** Buyer may not assign or transfer all or part of its rights or obligations under this order without the prior written consent of Seller. These terms and conditions constitute the entire agreement and understanding between Buyer and Seller in connection with the subject matter of this order, and supersede all prior oral or written communications, representations or agreements in relations thereto.

22. **Language.** تم إعداد الأحكام والشروط هذه في اللغتين العربية والإنجليزية. في حالة التعارض بين النسخة الإنجليزية والنسخة العربية لأحكام وشروط المبيعات هذه، تعتبر النسخة العربية فاصلة.

23. **Language.** These terms and conditions are provided in both Arabic and English language. In the event of conflict between the English version and Arabic version of these sale terms and conditions, the Arabic version shall prevail.

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