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2/4 **Second Party:** Expertise Guide Foundation or any company owned or affiliated by it dealing with the same product.

2/5 **Headquarter:** means head office location of any party and it shall be primarily the same as the address listed next to each party. If any party moves to another place, it must notify the other party in writing at a reasonable period of time.

3- AGREEMENT SUBJECT:

This agreement subject is about sale, offer for sale or distribution of the product agreed upon within the territory of Kingdom of Saudi Arabia, and the second party may not sell, or offer to sell the products outside the territory of Saudi Arabia without prior written consent of the first party.

4 – AGREEMENT TYPE:

This agreement shall exclusively be for the benefit of the second party within the country, so that no person or any legal entity from any country shall be granted such an agency or the right to sell, offer to sell, or distribute the products within Saudi territories, including the first party itself. This agreement also stipulates that the first party has no right to open any branch, agency or regional office or to grant any privilege contract in Saudi Arabia and in general, to prevent whatever acts that hinder or compete with the second party business in its country.

5 – DURATION OF AGREEMENT:

This agreement shall enter into force from the date of the signing of the Agreement and for ten years, renewable for other similar periods unless one party notifies the other in writing its intention not to renew at least a year before the expiry of the first or renewed term.

6- SECOND PARTY OBLIGATIONS:

6/1 - Second Party shall implement the agreement honestly, sincerely and in good faith, and it should exert a serious effort to search for persons or entities to market the product within the country.

6/2- Second Party shall observe the rules honesty and sincerely in the implementation of this agreement, and it should constantly provide the real facts that reflects the business activities in its territories and the extent of growth or decline, as well as inform the first party all problems that arise and affect the implementation of this agreement.

6/3- Second Party may not compete with the first party or deal with the first party rivals, such as producers of the product subject of this agreement, and it may not be an agent for other than first party in such product.

The first party:

Signature : -----

Date: -----

The second party Name :-----

Signature : -----

Date: -----



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6/4 - The Second Party shall apply the directions or instructions of the first party with respect to the marketing of the product unless said instructions or directions resulted in additional financial expenses, it has the right to reject or accept it provided that the first party shall incur the difference of financial expenses, unless otherwise agreed.

6/5 – Second Party shall market the first party products, maintain the reputation and quality of the products and maintain all financial rights arising from the contracts signed on behalf of the first party, as well as the intellectual rights of the first party, including trademark, patents and commercial secrets etc.

6/6 - Second Party may not open branches outside the country deal with the same product and it may not sell or export the product outside the country without prior written consent of the first party.

7- FIRST PARTY OBLIGATIONS:

7/1- The first party shall implement this agreement honestly, sincerity and in good faith.

7/2- The first party shall provide the second party with all the material means and information necessary that would facilitate and lead to the completion of the first party mission, it shall also provide all information on the product and its specifications, or any other things required by the second party, and it shall also provide the second party with samples, catalogs, certificates of guarantee and certificates of conformity tests, specifications, certificates of origin, and certificate of conformity of the Saudi Arabia specifications commission or any certificate requested by the competent authorities such as: customs of Saudi Arabia.

7/3- The first party has no right to conclude any contracts within the territories of the second party except after the second party written consent and ensuring the second party financial rights, and the first party may not sell its products in Saudi Arabia, whether directly or by anyone else, and in its contracts with other agents, the first party may not give them any right to sell, display or distribute the product in Saudi Arabia.

7/4- First Party shall supply items conform to the specifications agreed upon herein and to samples submitted, it shall also provide bills of sale, certificates of origin and certificates of inspection documented from all government departments in the country of origin. In the case of rejection of products subject of the agreement due to the technical defects in production, manufacturing or non-conformity to the specifications mentioned in the offer of prices or invoices, the first party shall be committed to receive and replace them with products comply with the specifications and the first party shall adhere to pay any compensation to the second party for damages arising from the products malfunction.

7/5- Commission: The first party shall pay a commission to the second party for each order contracted in the second party country, whether it is sold through the second party or through direct

The first party:

Signature : -----

Date: -----

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sales from the first party and the commission shall be calculated based on a percentage of the order value agreed upon at implementing each order separately.

8- PRODUCT PRICE:

8/1- The first party shall provide the second party a list of minimum prices and cost statement in detail, and the specified price must be the best possible price to be equal to or less than prices given to other agents or customers in any other country, taking into account the geographical factors of high and low cost.

8/2- The first Party may amend the list of prices once every six months (with justification in the case of increasing prices), if the new price contains increase, it shall be effective three months from the date of the second party notification of new prices, however, the increase does not include the transactions had been contracted with third parties, provided that the first party has been notified before the date of the new pricing, and it also does not include the price of goods shipped or left the first party headquarter to the second party country

8/3- The specified price must be competitive to the similar products from any other suppliers.

8/4- In any case, the first party guarantee second party stability or decrease of price and it may not be increased during the first year of the contract.

8/5- The second party has the right to sell the first party products as per the price at which it deems appropriate but not less than the price specified, and if second party sold it less than the price specified, it shall be solely responsible for the losses incurred and all legal consequences arising from the sale at less than cost price.

9- TAXES:

Each party is responsible for the taxes imposed on the product within its country, in addition, each party should disclose to the other party the tax value levied on the product so they can enter a tax value within the cost of the product.

10 - SUPERVISION, TECHNICAL SUPPORT AND TRAINING AND QUALITY CONTROL:

10/1 - The first party shall train the staff member and workers of the first party.

10/2- The first party shall provide the technical support necessary in terms of project appraisal and supervision of such projects, develop technical solutions as well as make periodic visits to oversee the projects when appropriate and to ensure that no damage caused to the first party that may lead to raise cost price provided that it should enter in product cost for each transaction separately.

The first party:

Signature : -----

Date: -----

The second party Name :-----

Signature : -----

Date: -----



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10/3- The first party shall carry out periodic visits to be agreed upon according to the market activity for the purposes of meeting officials in public or private sectors in order to make offers appropriate and to market the product.

10/4 - The quality control herein contained in this clause is limited only to the main product i.e. cloth and it does not apply to additions, additives or shapes of the final product, whether curtains or anything else, and the second party has full freedom and discretion to take what it deems appropriate to market cloth products at competitive prices

11- PAYMENT:

The second party shall pay orders delivered to it during a period of three months from the date of receipt of the goods.

12 - ADVERTISING AND MARKETING:

The First Party shall participate in the financing of the necessary advertising of the product within the country of the second party and to the extent necessary for the success and marketing of the product and provided that it shall enter in average cost of the product.

13 – LOCAL DISTRIBUTORS AND AGENTS:

The second party may contract with distributors to distribute the product of the first party within the country as and it may conclude agreements and sub-agencies within the country under terms and conditions herein contained and without prejudice to the rights of the first party or third party rights.

14 – ASSIGNMENT OF CONTRACT:

It is not permissible for both parties to grant any third party any right or obligation arising from this Agreement unless there is prior written consent.

15 - CONFIDENTIALITY:

Both parties shall maintain all the information of a confidential nature relating to the other party and both shall preserve the secrets of the other business, including customer list, provided that this obligation to maintain confidentiality remains in effect for the duration of the contract and fifty years after expiry of this contract.

16- INTELLECTUAL PROPERTY RIGHTS:

The first party:

Signature : -----

Date: -----

The second party Name :-----

Signature : -----

Date: -----



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16/1- Each party has full own intellectual property rights and the other party may use them only at the other party consent and to the extent that will be specified later, including trade secrets, patents, copyrights, customers list, and manufacturing methods. If any party decides to produce a new intellectual property right, it shall belong to it alone and the other party has nothing to do with it.

16/2- The second party has the right to use the first party intellectual property and methods of advertising and marketing if it is only used to promote this product and to implement the requirements of this contract and within the duration of this contract .

16/3 - The second party has the right to use the first party trademark and logos on the product, and the has the right to use it to advertise and market the product in Saudi territory, and to register the trademark and logos inside Saudi territory as the second party is its agent in Saudi Arabia and the second party has the right to defend the trade mark and to sue legally whoever misuse it. in all cases, allowing the second party to use the trade mark or logo does not give it the right to assign , sell, mortgage or grant licenses to others, but rather the permission means to use it only to the extent necessary to achieve the purposes and objectives of this agreement and do not cause damage to the first party.

17- NOTICES:

If this agreement requires to give notice or notification to the other, notices must be in writing or by email, fax or registered mail, and for the purposes of this contract, emails are considered as legal written documents and papers when it is sent by emails approved above or any other emails to be agreed upon in the future.

18 - FORCE MAJEURE:

Neither party shall be liable to the other in the event of being unable to perform this agreement by reason of riots, civil disturbances, wars, accidents, strikes, lockouts, storms, fires, floods or any other circumstances beyond reasonable control.

19 – ENTIRE AGREEMENT.:

The terms of this Agreement shall constitute the entire Agreement between the Parties hereto and no previous communications, representations or agreements either oral or written, between the Parties hereto with respect to the subject matter thereof shall vary the terms of this Agreement.

20 – SEVERABILITY:

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

The first party:

Signature : -----

Date: -----

The second party Name :-----

Signature : -----

Date: -----



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21 - DISPUTE SETTLEMENT AND APPLICABLE LAW:

In the event of any conflicts or disputes arise, firstly it shall be settled in friendly solutions, but in case it is not possible, This contract is governed by the laws of Saudi Arab Kingdom and any dispute arise because of this agreement shall be finally resolved by the Saudi Arab Kingdom courts.

22 - COPIES OF CONTRACT:

This agreement of twenty-two articles on a seven-page contract in three copies (a copy for the first party, a copy for the second party and a third copy shall be recorded and kept in the Ministry of Trade and Industry in Saudi Arabia) Each party has signed it in its country provided that the first party should authenticate it by German Chamber of Commerce and Saudi Arabia Embassy or Consulate in Germany for the purposes of registration of the agreement in the Ministry of Trade and Industry in Saudi Arabia.

The first party:

Signature : -----

Date: -----

The second party Name :-----

Signature : -----

Date: -----