



General Terms & Conditions

Effective: May 2025

These Terms and Conditions (“Terms”) govern all sales, services, and purchases involving **Industrial Power Units for Industry LLC (IPU SA)**. By entering into a commercial agreement with IPU SA, clients, vendors, and partners agree to be bound by the following conditions.

1. Scope of Application

These Terms apply to the supply of goods, materials, services, and components by or to IPU SA. In the case of conflict, IPU SA’s written terms prevail over those on a purchase order or third-party document.

We reserve the right to change these general terms and conditions at any time. We will give a thirty-day calendar notice of any changes by posting notice on our website.

2. Definitions

- **“IPU SA”**: Refers to Industrial Power Units for Industry LLC.
- **“Client”**: Entity purchasing products or services from IPU SA.
- **“Vendor/Supplier”**: Entity supplying goods or services to IPU SA.
- **“Contract”**: Any purchase order, agreement, or written acceptance between IPU SA and a Client or Vendor.

3. Contract Formation

All quotations, bids, and offers from IPU SA are valid for 30 days unless otherwise stated. A contract is deemed formed upon written acceptance, down payment, or execution of a formal purchase order.

4. Pricing & Payment Terms

- Prices are exclusive of VAT and based on regulations at the time of offer.
- Delayed payments may result in project suspension, storage charges, or termination.
- Claims or disputes regarding invoices must be submitted within 15 days.
- If you fail to pay any invoice within 15 calendar days of the due date of payment, we may suspend delivery of any purchase order or any remaining balance thereof until payment is made or terminate delivery of any purchase order or any remaining balance thereof by providing written notice of termination to you within fifteen calendar days of the expiration of the grace period. Further, we may charge you interest from the due date to the date of payment at the rate of 1.5% per month.

5. Delivery, Risk & Ownership

- Delivery dates are indicative; time is not of the essence.
- Risk passes to the Client upon delivery or agreed Incoterms.
- If Client delays acceptance, IPU SA may store goods at the Client’s risk and expense.
- We reserve the right to make delivery in instalments.

6. Warranty & Technical Support

- Products are warranted for 12 months from delivery or 18 months from order date.
- IPU SA will repair or replace defective products arising from design, material, or workmanship.
- Warranty excludes misuse, unauthorized modification, force majeure, and normal wear.

7. Supplier & Vendor Obligations

Suppliers must ensure all materials meet quality, environmental, and safety standards.

- IPU SA may inspect, audit, or reject goods/services at any stage.
- All suppliers must comply with applicable HSE regulations and anti-corruption policies.
- Subcontracting requires prior written approval from IPU SA.

8. Intellectual Property & Confidentiality

- All drawings, software, and technical documentation remain the property of IPU SA.
- Clients and suppliers must not reproduce, reverse engineer, or disclose confidential materials without consent.
- Use is limited to the purpose of contract fulfillment.

9. Limitation of Liability

- IPU SA is not liable for indirect, special, or consequential losses.
- Maximum liability is limited to the value paid under the specific contract in which the claim arises.
- Clients must indemnify IPU SA against third-party claims arising from misuse or misapplication of supplied systems.
- We shall not be liable for any claims based on our compliance with your designs, specifications, instructions, repair, modification, or alteration of any goods by parties other than us or use in combination with other goods.

10. Force Majeure

Neither party shall be liable for delays or non-performance due to causes beyond their reasonable control, including war, natural disasters, strikes, supply chain failures, or government actions.

11. Termination & Suspension

- IPU SA may suspend or cancel work for non-payment, regulatory changes, or Client breach.
- Upon termination, Client shall pay for all work performed and materials procured.
- Suspension over 60 days entitles IPU SA to terminate and seek indemnity.

12. Environmental, Health & Ethics Compliance

All parties must comply with applicable environmental, health, and safety laws.

- Vendors and subcontractors must adhere to IPU SA's anti-corruption and ethical conduct policies.
- Products supplied must meet sustainability and emissions standards where required.

13. Export Controls & Sanctions

The Client and Supplier warrant that they are not subject to sanctions and will comply with applicable export control laws. Delivery to blacklisted jurisdictions is prohibited.

14. Governing Law & Jurisdiction

These Terms are governed by the laws of the **Kingdom of Saudi Arabia**. Disputes shall be submitted to the exclusive jurisdiction of Saudi courts.

15. Language

The contractual language is **English**. Arabic or other translations are for reference only.