ASYAD LOGISTICS STANDARD TRADING CONDITIONS

1. DEFINITIONS

1.1 In these Conditions:

"**Affiliates**" means, in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party from time to time, where "control" means the ability to direct the affairs of an entity whether by ownership of shares, membership of the board, contract or otherwise.

"**Company**" means Asyad Logistics Integration Holding Ltd., and its subsidiaries..

"**Conditions**" means the entire undertakings, terms, conditions, and clauses embodied herein.

"**Consignee**" means the person entitled to receive the goods for the Company.

"**Customer**" means any person at whose request or on whose behalf the Company undertakes any business or provides advice, information, and services pursuant to these Conditions.

"**Owner**" means the owner of the goods (including any packaging, containers, or equipment) to which any business transacted pursuant to these Conditions relates and any other person who is or may become interested in them, whether by assignment or otherwise.

"**Payment Term**" means, without prejudice to Clause 12.5, subject to the Company's approval, a period not more than 7 days from the invoice date.

"**Person**" includes any person, body, or body corporate.

"**Subsidiary**" shall mean any corporation, company, partnership, limited liability company, or other entity of which the Company owns, directly or indirectly, more than 50% of the voting securities or interests, or otherwise has the power to control the management and policies thereof.

1.2 Words importing the singular include the plural and vice versa, and words importing any gender include every gender, and references to persons include body corporate and unincorporated.

1.3 The headings to the clauses are inserted for convenience only and shall not be taken into consideration in the interpretation or construction of these Conditions.

1.4 References to Clauses and Schedules are, except where the context otherwise requires, references to Clauses and Schedules hereto. The Schedules shall form a part of these Conditions.

2 APPLICATION

2.1 The following shall apply to these Conditions regardless of the services, mode or modes of transport used:

(a) each of these Conditions shall be deemed to be incorporated in and be a condition of any agreement between the Company and the Customer in respect of any business undertaken by the Company, including any advice, information or service provided, whether gratuitously or otherwise.

(b) the Company is not a common carrier and will only deal with Customer subject to these Conditions.

(c) No agent or employee of the Company has the Company's authority to alter or vary these Conditions.

(d) If any legislation applies to any business being undertaken by the Company: (i) these Conditions shall, as regards such business, be read as subject to such legislation and nothing in these Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation; and (ii) if any part of these Conditions be repugnant to such legislation to any extent, such part shall as regards such business be void to that extent but no further.

(e) The Company shall be entitled to procure any or all of its services as an agent or to provide those services as principal, subject to the provisions in this Conditions;

(f) The offer and acceptance of an inclusive price for the accomplishment of any service or services shall not itself determine whether any such service is or services are to be arranged by the Company acting as an agent or to be provided by the Company acting as principal.

(g) When acting as an agent, the Company does not make or purport to make any contract with the Customer for the carriage, storage, packing or handling of any Goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties.

3 CUSTOMER'S WARRANTY ON OWNERSHIP

3.1 Customer entering into transaction of any kind with the Company expressly warrants that it is either the Owner or the authorized agent of the Owner of any goods to which the transaction relates and further warrants that it is authorized to accept these Conditions not only for itself but also as an agent for or on behalf of the Owner or any other person who is or may thereafter become interested in the goods.

3.2 Customer shall indemnify the Company against all expenses, losses, and liabilities howsoever and whatsoever suffered by the Company arising from or due to breach or breaches of the above warranties, whether or not arising out of the negligence of the Customer.

4 PERFORMANCE BY COMPANY'S AGENTS OR SERVANTS

Any instructions or business accepted by the Company may, in the absolute discretion of the Company, be fulfilled by the Company itself by its own servants or agents performing part or all of the relevant services or by the Company employing or instructing or entrusting the goods to others on such conditions as the Company and such others may agree to perform part or all of the services, but entirely without prejudice to the rights, powers or immunities which the Company enjoys under these Conditions.

5. COMPANY'S AUTHORITY

5.1 Pursuant to Clause 4, the Company: (a) is authorized to select and engage any person on behalf of the Customer as agents for and on behalf of the Customer; and (b) shall be entitled to enter into any contract as agent for and on behalf of the Customer with any person for the performance of part or all of the services.

5.2 Company may, but is not obliged to, depart from the Customer's instructions in any respect if, in the opinion of the Company, it is necessary or desirable to do so in the Customer's interests or it is otherwise expedient to do so.

5.3 Advice and information, in whatever form it may be given, is provided by the Company for the Customer only. The Customer shall indemnify the Company against any liability, claims, loss, damage, costs, or expenses suffered as a consequence of passing such advice or information on to any third party except under special arrangements previously made in writing, advice and information which is not related to specific instructions accepted by the Company is provided gratuitously and without liability.

6. DISCRETION OF COMPANY IN DISCHARGE OF DUTIES

6.1 Subject to instructions in writing given by the Customer and the acceptance of these instructions in writing by the Company, the Company reserves to itself absolute discretion as to the means, route, and procedure to be followed in the handling, storage, and transportation of the goods.

6.2 If, in the opinion of the Company, it is at any stage necessary or desirable in the Customer's interest to depart from those instructions, the Company shall be at liberty to do so, and the Customer hereby authorizes such departure or deviation.

6.3 Any departure or deviation from the terms and conditions, or express instructions in the handling of the goods, other than pursuant to the normal handling of the goods, is done at the sole risk of the Customer, Owner, and/or Consignee.

6.4 Unless otherwise agreed, Goods may be so conveyed or its conveyance so arranged for separately, if and when the Company in its discretion thinks fit, as part of a larger package or consignment.

7. WAREHOUSING

Pending forwarding or delivery, goods may be warehoused or otherwise be held at any places at the sole discretion of the Company, and the cost thereof shall be for the account of the Customer.

8. WARRANTY ON PACKAGING

8.1 Except where the Company is instructed in writing to pack the goods, the Customer warrants that all goods have been properly and sufficiently packed and/or prepared.

8.2 Company shall not be liable for loss, deterioration, or damage to goods as a result of improper or insufficient packaging or preparation.

8.3 Customer shall comply with the requirements of any applicable law relating to the preparation and packaging of the goods.

8.4 In the event the Company is required to pack or re-pack the goods, the expenses and charges incurred by the Company in complying with the provisions of any such law or with any order or requirement thereunder or with the requirement of any harbour, dock, airport, railway, shipping, customs, warehouse or other authority or corporation, shall be borne and paid by the Customer and the Customer shall provide to the Company all such assistance, information and documents as may be necessary to enable the Company to comply with such laws, orders or requirements.

9. WARRANTY ON LOADING

9.1 Where the goods are carried in or on containers, trailers, flats tilts, railway wagons, tanks, igloos, or any other unit load device specifically constructed for the carriage of goods by land, sea or air, (each hereafter individually referred to as "Transport Unit"), then, save where the Company has provided or procured the transport unit, the Customer warrants that: (a) the transport unit has been properly and competently loaded; (b) the goods are suitable for carriage in or on the transport unit; (c) the transport unit is in a suitable condition to carry the goods loaded therein (save to such extent as the Company has approved the suitability of the transport unit).

9.2 Customer shall indemnify the Company from any loss the Company may suffer as a result of the use of such transport unit.

10. PAYMENT OF INVOICES AND LATE INTEREST CHARGE

10.1 All invoices shall be paid in accordance with the Payment Terms.

10.2 Each invoice shall be deemed to be severable and payable on the due date, notwithstanding that there may be a dispute in any one or several invoices.

10.3 In addition to Customer's obligation to reimburse the Company for all reasonable, documented, and directly incurred costs of collection and enforcement, including legal fees, court fees, translation costs, and other third-party costs, to the extent permitted under applicable law:

a. interest at the rate of 12% per annum will be chargeable on all overdue amounts; or

b. an admin charge in the amount of SAR 2,500 shall apply monthly and shall be added to the outstanding invoice(s) amount at the time of payment.

11. PAYMENT OF BROKERAGE AND COMMISSIONS

The Company shall be entitled to retain and be paid all brokerages, commissions, allowances, and other remunerations.

12. QUOTATIONS

12.1 Quotation given by the Company must be accepted within three (3) working days of the date of issue by the Company and shall be subject to withdrawal or revision by the Company prior to acceptance by the Customer.

12.2 Unless otherwise agreed in writing, the Company shall, after acceptance, be at liberty to revise quotation or charges with or without prior notice in the event of changes occurring in currency exchange rates, rates of freight, insurance premiums, or any changes applicable to the Company's business.

12.3 If the goods shall be stopped or withheld in transit, refused by any person, or delivery not taken, the cost of any additional carriage, cartage, storage, and/or any other consequential service will be charged to and forthwith payable by the Customer.

12.4 Unless otherwise agreed in writing, the Company shall have the option of charging by value, weight, or measurement.

12.5 Company may at any time require prepayment of or on account of their expenses from Customer.

13. CUSTOMER'S WARRANTY ON DESCRIPTIONS

13.1 Customer shall be deemed to be bound by and to warrant the accuracy of all descriptions, values, and other particulars furnished to the Company for the purposes of these Conditions and the services to be performed by the Company.

13.2 Customer warrants that it shall ensure that the Company receives all information required for the customs declaration and the compliant execution of the complete customs procedures in full, in the format required by the Company and in good time (as prescribed by national law and/or regulations), at least one working day before the declaration has to be sent to customs. This information must be accurate, complete, and consistent with the relevant shipment, including any pertinent import restrictions, preferential treatment rules, dual-use characteristics, and original documents such as certificates of origin, as well as information regarding the carrier and the importer of records used.

13.3 The Customer warrants that it shall ensure compliance with all applicable export control and sanctions laws and regulations ("**Export Laws**") and warrants in particular that:

(a) neither Customer, any holding company, agents, consignee, nor any other third party directly contracted by Customer for the delivery of the Goods is listed on any applicable sanctions lists as a denied or restricted party;

(b) the delivery of the goods to their final destination, any known end-user, and end-use do not constitute a breach of any applicable Export Laws;

(c) Customer will inform the Company should the Goods be subject to any applicable sanction and/or export/re-export restrictions under applicable Export Laws;

(d) Customer has obtained all necessary permits, licenses, or other government authorizations required for the delivery of the Goods to their final destination and end-use;

(e) Customer shall provide Company with all information, including permits and licenses, required by applicable Export Laws to permit the Company to further the delivery of the Goods to the final destination country.

13.4 Customer agrees to indemnify the Company against all losses, damages, expenses, and fines whatsoever arising from any inaccuracy or omission in fulfilling the warranty set out in this Clause. Furthermore, the Customer shall save harmless and keep the Company indemnified from and against:

(a) all liability, loss, damage, costs and expenses whatsoever (including without prejudice to the generality of the foregoing, all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by any authority in relation to the goods), arising out of the Company acting in accordance with the Customer's instructions or arising from any breach by the Customer of any Warranty contained in these Conditions or from the negligence of the Customer;

(b) without derogation from the aforementioned, any liability assumed or incurred by the Company when, by reason of carrying out the Customer's instruction, the Company has reasonably become liable or may become liable to any other party;

(c) all claims, costs and demands whatsoever and by whomsoever made or proffered in excess of the liability of the Company under this Conditions, regardless of whether such claims, costs and demands arise from or in connection with the negligence or breach of duty of the Company, its servants, subcontractors or agents; and

(d) any claims of a General Average nature which may be made on the Company.

14. LIABILITY FOR TAXES AND LEVIES

14.1 Customer shall be liable for all duties, taxes, imposts, levies, deposits, or outlays of any kind levied by the authorities at any port or place for or in connection with the goods and for all payments, fines, expenses, loss, or damage whatsoever incurred or sustained by the Company in connection therewith.

14.2 Customs duties and taxes and other government charges are additional to the rates quoted by the Company unless otherwise stated.

14.3 All costs or payments due to the Company are exclusive of any tax payable by the Company. Any applicable taxes payable under any applicable law (including but not limited to, value added Tax, sales tax, service tax, withholding Tax (WHT) shall be charged to and borne by the Customer.

15. RECOURSE TO CUSTOMER FOR CONSIGNEE'S DEFAULT

15.1 When goods are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the Consignee or any other person, the Customer shall remain liable to pay the same and shall forthwith pay for the same or any balance thereof plus any interest if the Company is not paid or not fully paid by such Consignee or other persons immediately when due notwithstanding any claim, counterclaim or set-off.

15.2 Without prejudice to the generality of the foregoing, Clause 15.1 shall apply if *inter alia* the goods are refused by the customs or other authorities or for any reason it is in the opinion of the Company impossible to arrange for the delivery of the goods.

16. INSURANCE

16.1 No insurance upon the goods will be effected by the Company except upon express instructions given in writing by the Customer, and all insurances effected by the Company shall be subject to the exceptions and conditions of the policies of the insurance company or underwriters taking the risk.

16.2 Insofar as the Company agrees to arrange insurance upon express instruction, the Company acts solely as an agent for the Customer, using its best endeavours to arrange such insurance, which insurance will be at the Customer's expense and will only be arranged upon the Company receiving a declaration to value prior to receipt of goods by the Company.

16.3 Should the insurer dispute their liability for any reason, the Company shall not be under any responsibility or liability whatsoever in relation thereto, notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its Customer.

17. LIMITATION OF LIABILITIES

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17.1 The Company shall only be liable for any loss of or damage to goods if it is proven that the loss or damage occurred whilst the goods are physically in the possession of the Company and that such loss or damage was due to the willful neglect of the Company or its own agents or servants acting within the scope of their employment.

17.2 Save as aforesaid, the Company shall be under no liability whatsoever and however arising, and whether in respect of or in connection with any goods or any instruction, business, advice, information or service or otherwise.

17.3 Further and without prejudice to the generality of the preceding sub-conditions or otherwise, the Company shall not be under any liability whatsoever for any consequential loss arising from such loss or damage, or for any loss arising from non-delivery, mis-delivery, or delayed delivery of the goods.

18. RATE OF LIMITATION

18.1 In no event shall any liability of the Company howsoever arising notwithstanding any lack of explanation and to the extent of its own negligence or willful misconduct: (a) with respect to domestic shipments, exceed the limit sets out in mandatorily applicable law; or, if no mandatorily applicable legal limit applies, USD 1,000 per occurrence, the actual loss, or the replacement cost of the shipment, whichever is less (partial loss or damage shall be prorated on this basis); and (b) with respect to international shipments, exceed the limit set out in any applicable international carriage of goods convention, and in the event that no such international convention is applicable, the Company's liability per international shipment shall be limited to the actual loss, or the replacement cost of the shipment, or if no international accord, then 8.33 SDRs/kg for ground transport, 26 SDRs/kg for air transport and 666.66 SDRs/packaging unit or 2 SDR/kg for ocean transport, whichever is less.

18.2 If the Hague Rules, the Hague Visby Rules, the Warsaw Convention, the Warsaw (Hague) Convention, the Warsaw (Hague) (Montreal) Convention, or the Montreal Convention, 1999 are compulsorily applicable, the relevant limitation amounts set out therein will apply. In all other cases, the limitation amounts detailed herein will apply. Notwithstanding the above, the maximum liability of the Company hereunder shall be 10% of annual invoiced value by the Company, for the duration of this Conditions, regardless of the number of claims arising.

18.3 Notwithstanding any of the provisions of these Conditions, the Company's liability, if any, for any claims arising from customs brokerage services, howsoever arising (in each case whether caused by negligence or otherwise), shall be limited to USD 50 per entry or the amount of brokerage fees paid to the Company for the entry, whichever is less. The maximum annual aggregate liability of the Company to Customer for custom brokerage services in contract, tort (including negligence) or otherwise, shall not exceed 25% of the total custom services charges paid to Company by Customer for the relevant custom services provided in the relevant country in the contract year in which the error, omission, or other event occurred.

19. PROCEDURE FOR CLAIM

19.1 Customer agrees to make any claim against the Company in writing and without delay.

19.2 In any event the Company shall be discharged from all liability: (a) for loss or damage from a package or an unpacked consignment (however caused) unless notice is received in writing within seven (7) days after the scheduled or actual date of delivery of the goods; (b) for loss or damage of the whole of a consignment or any separate package forming part of the consignment (however caused) unless notice is received in writing within twenty-eight (28) days of the scheduled date of delivery of the goods.

19.3 With respect to any claims of liability or indemnification by the Company against Customer available herein, the Customer shall pay to the Company in cash or as otherwise agreed all sums immediately when due without reduction or deferment on account of any claim, counterclaim, or set off.

19.4 Where liability for General Average arises in connection with the Goods, the Customer shall promptly provide security to the Company or to any other party designated by the Company in a form acceptable to the Company.

20. NO LIABILITY IN ABSENCE OF CUSTOMER'S EXPRESS WRITTEN INSTRUCTIONS

20.1 The Company shall not be obliged to make any declaration for the purpose of any statute, convention, or contract as to the nature or value of any goods or as to any special interest in delivery, unless expressly instructed by the Customer in writing.

20.2 Where there is a choice of rates according to the extent or degree of the liability assumed by carriers, warehousemen, or others, goods will be forwarded, or dealt with, at Customer's risk or other minimum charges, and no declaration of value (where optional) will be made, unless express instructions in writing to the contrary have previously been given by the Customer.

21. PERISHABLE GOODS

21.1 Perishable goods which are not taken up immediately upon arrival or which are insufficiently addressed, marked, or otherwise not readily identifiable, may be sold or otherwise disposed of without any notice to the Customer, and payment or tender of the net proceeds of any sale after deduction of charges and expenses shall be equivalent to delivery.

21.2 All charges and expenses arising in connection with the sale or disposal of such goods or in connection with any effort undertaken to preserve or save the goods shall be borne and paid by the Customer.

22. NON-PERISHABLE GOODS

22.1 The Company shall be entitled to sell or dispose of all non-perishable goods which, in the opinion of the Company, cannot be delivered for any reason, upon expiry of twenty-one (21) days after notice in writing is sent to the Customer of such entitlement.

22.2 All charges and expenses arising in connection with the storage, sale, or disposal of such goods shall be borne and paid by the Customer.

23. DANGEROUS/HAZARDOUS GOODS

23.1 Except under special arrangements previously made in writing, the Company will not accept or deal with any noxious, dangerous, hazardous, inflammable, or explosive goods or any goods likely to cause damage.

23.2 Should the Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing, the Customer shall be liable for all loss or damage whatsoever and howsoever caused thereby, and in particular: (a) the Customer shall indemnify the Company against all penalties, claims, damages, costs and expenses caused thereby; and (b) the goods may be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time.

23.3 If such goods are accepted under arrangements previously made in writing, they may nevertheless be so destroyed or otherwise dealt with on account of risk to other goods, property, life or health and where such risk was not caused by the fault and neglect of the Company, the Company shall have no liability and the Customer shall indemnify the Company against all loss, damage, liability and expense arising therefrom.

23.4 The expression "goods likely to cause damage" includes goods likely to harbour or encourage vermin or other pests.

23.5 Dangerous/hazardous goods if accepted by the Company must be accompanied by full declaration of their nature and contents and must be delivered to the Company in full compliance with the current edition of the IATA Dangerous Goods regulations/ ICAO Technical Instructions and be properly and safely and securely packed for the transit and the Customer shall in any case comply with rules which are mandatory according to national laws or by reason of International Conventions relating to the carriage of goods of a dangerous nature, and shall in any case inform the Company in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Company and indicate to the Company, if need be, the precautions to be taken. The Company gives no guarantee that any conveyance owner will accept or deliver such goods.

23.6 If the Customer fails to provide such information and the Company is unaware of the dangerous nature of the goods and the necessary precautions to be taken, and if, at any time, the goods are deemed to be hazardous to property, life, or health, such goods may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation or liability. The Customer shall indemnify the Company against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto.

23.7 The Company shall not be liable for any act of jettisoning, abandoning, unloading, destroying, or otherwise dealing with the goods or any of them which act in the opinion of the Company or of any other person in whose custody the goods may be at the relevant time is necessary or advisable for the safety or security of any person or property.

23.8 For every consignment of dangerous goods, the Customer's declaration for dangerous goods on the form appropriate to the danger involved, as required by the current IATA Dangerous Goods Regulation, or any national law or international conventions, must be completed in duplicate and signed by the Customer and must accompany the goods.

24. VALUABLE GOODS

24.1 Except under special arrangements previously made in writing, the Company will not accept or deal with (i) blood and/or blood plasma, (ii) bullion and money of every description (e.g. cash, bank notes, coins, currency notes); (iii) livestock, bloodstock, and all living creatures; (iv) precious stones, gems or metals or ites made from or containing such materials; (v) bottled spirits; (vi) cigarettes, cigars and other tobacco products; (vii) fine art and antiques; (viii) household or factory removals, personal effects (commercial customers only, not private individuals); (ix) micro-chips, computer chips, micro-processors, CPU's semi-conductors, mobile/cellular phones, laptops, tablet PCs, games consoles, MP3 players or similar, exceeding a value of one million US Dollar per shipment; (x) human remains; (xi) weapons, arms, ammunition, explosives.

24.2 Should any Customer nevertheless deliver any such goods to the Company or cause the Company to handle or deal with any such goods otherwise than under special arrangements previously made in writing, the Company shall be under no liability whatsoever for or in connection with such goods howsoever arising.

25. RIGHTS OF RECOURSE

The Company shall have the right to sums to be paid by the Customer under these Conditions not only against or from the Customer but also if it thinks fit against or from the sender and/or Consignee and/or Owner of such goods. All sums shall be paid to the Company in cash immediately when due without deduction, and payment shall not be withheld or deferred on account of any claim, counterclaim, or set-off.

26. LIEN

26.1 All goods (and documents relating to goods) in the possession, custody and control of the Company and/or its Affiliates shall be subject to a particular and general lien and right of detention for monies due from the Customer or the sender, Consignee or Owner to the Company and/or its Affiliates, including storage fees and the cost of recovering the same. If any monies due to the Company and/or its Affiliates are not paid within one (1) calendar month after notice has been given to the person from whom the monies are due that such goods are being detained, the goods may be sold by auction or otherwise at the sole discretion of the Company and/or through its Affiliates and at the expense of such person, and the net proceeds applied in or towards satisfaction of such indebtedness and all charges and expenses of the detention and sale.

26.2 When the goods are liable to perish or deteriorate, the Company's right to sell or dispose of the goods shall arise immediately upon any sum becoming due to the Company, subject only to the Company taking reasonable steps to bring to the Customer's attention its intention of selling or disposing of the goods before doing so.

26.3 The Company shall render the surplus, if any, of the monies arising from the sale and such of the goods as remain unsold to the person entitled to it in the opinion of the Company thereto.

27. GENERAL AVERAGE

Customer shall defend, indemnify, and hold harmless the Company in respect of any general average or any claims of a general average nature which may be made on the Company, and the Customer shall provide such security as may be required by the Company in this connection.

28. WAIVER

Any waiver by the Company of any default or right under these Conditions shall not be deemed to be a waiver by the Company of any prior, subsequent, or continuing default or right of a like or similar nature.

29. INDEMNITY

In addition to and without prejudice to the foregoing Conditions, the Customer undertakes that it shall in any event indemnify the Company against all liabilities whatsoever, including but not limited to, penalties imposed by the relevant authorities, suffered or incurred by the Company and arising directly or indirectly from or in connection with thef Customer's instructions and in particular the Customer shall indemnify the Company in respect of any liability whatsoever it may be under to any servant, agent or subcontractor or any haulier, carrier, warehousemen, or other person whatsoever at any time involved with the goods arising out of any claim made directly or indirectly against any such party by the Customer or by any sender, Consignee or Owner of the goods or by any person interested in the goods or by any other person whatsoever.

30. FORCE MAJEURE

The Company shall not be liable for any delay or failure to perform any of its obligations under these Conditions caused by the acts of God, epidemic, pandemic, war, civil, military or any act of government authority, public enemy, fire, floods, odours, sprinkler leakage, wind, storm, moth, by rats, mice or other vermin, labour disorders, strikes, work stoppages or other labour trouble, disturbance or interference of whatever cause or nature, whether primary, secondary or tertiary, etc, or accidents, riots, civil commotion, closing of the public highways, governmental interference or regulations and other contingencies, similar or dissimilar to the foregoing, or any event beyond its control. The Company shall notify the Customer as soon as practical of any anticipated delay or failure caused by any of the foregoing events. The performance of the affected obligations shall be suspended for the period of delay caused by such event.

31. ASSIGNMENT

31.1. Neither Customer nor the Company shall assign or otherwise transfer any of its duties, rights, or obligations under these Conditions without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the aforesaid, a party may assign these Conditions to an affiliate if the assignor and the affiliate execute a binding agreement under which:

(1) the affiliate agrees to be bound by the terms of this Agreement as if named in this Agreement as the assignor; and

(2) the assignor agrees to remain bound by these Conditions.

31.2 For avoidance of doubt, nothing in this Clause shall be understood to restrict in any way the Company's right to assign the trade receivables generated under this agreement to any other party.

32. CONFIDENTIALITY

32.1. Each party acknowledges that information disclosed to it by the other party under these Conditions is proprietary, confidential, or a trade secret of that other party.

32.2 Except as stated in these Conditions, each party must not and must not permit any of its officers, employees, agents, contractors, or related companies to use or disclose to any person any information disclosed to it by the other party under these Conditions without the prior written consent of that other party.

32.3 Notwithstanding the provisions of Clause 32.2, either party may disclose such information and these Conditions (1) to its professional and financial advisers, including its legal advisers, technical advisers, bankers and auditors (collectively "Advisers"); and (2) to the directors and management team of, and Advisers to, its ultimate holding company or of any company that is a subsidiary of its ultimate holding company OR affiliates; provided in each case they are themselves bound by and comply with obligations of confidentiality comparable to those set out in these Conditions.

32.4 This Clause does not apply to any information which:-

(1) was known to the party receiving it at the date of receipt;

(2) is generally available to the public other than as a result of wrongful disclosure by the party receiving it;

(3) is required to be disclosed by law; or

(4) is required to be disclosed by stock exchange.

33. SEVERABILITY

If any provision of these Conditions is declared void, invalid or unenforceable by any court of law, the remaining provisions of these Conditions shall, to the extent permitted by such declaration, remain in full force and effect as though the void, invalid or unenforceable provision was never a provision of these Conditions.

34. JURISDICTION AND GOVERNING LAW

These Conditions and any act or contract to which they apply shall be governed in all respects by the laws of the country where the Company's entity which issued the majority of the invoice is based, and the courts of such country will have exclusive jurisdiction.