

These Standard Terms and Conditions of National Industrial Innovation Company (“NAMI”). constitute the agreement governing your use of NAMI’ part production services (together, the “Services”).

General Provisions

These terms and conditions coupled with any quote that you accept form a legally binding contract between you and NAMI (the “Agreement”) governing your use of the Services. By ordering based on our quote and submitting any files for Services, you acknowledge your agreement to these terms.

Customer Responsibilities

As our customer, you are responsible for all orders placed and for ensuring that all information provided in a quotation is accurate and complete.

Orders and Payments

If applicable, once you have obtained a quote from NAMI, you may accept such a quote and submit your order requesting that NAMI produce your desired product. If applicable, the total fees for each order will include the applicable quote, all applicable taxes, and all applicable shipping charges. To submit an order, you must pay any and all fees due either (i) in advance or (ii) pursuant to such credit terms as preapproved by NAMI. Once you receive an electronic or other confirmation of your order, such order is binding on both you and NAMI and may not be canceled except by mutual agreement.

This Agreement constitutes the entire agreement between the parties. NAMI rejects any additional or inconsistent terms and conditions offered by the Customer at any time or in any acknowledgment or acceptance form, purchase order, or other document used by the Customer and irrespective of NAMI’ acceptance of such order or payment from the Customer without need for such rejection to the Customer and any such additional or inconsistent terms and conditions shall not become part of NAMI terms and conditions unless in writing and signed by NAMI.

Title, Risk of Loss, and Delivery

If conditions arise which prevent compliance with delivery schedules, NAMI will not be liable for any damage or penalty for delay in delivery, or for failure to give notice of delay. However, NAMI will use all reasonable efforts to give notice of delays. Delays will not be grounds for cancellation.

Warranty

All products produced and sold or conveyed pursuant to this Agreement are warranted to conform with such specifications as mutually agreed upon by the parties. In the event that, within five (5) business days of your receipt of the product, you shall determine that any product is not in conformity with such specifications, you shall return such product to NAMI for analysis after receipt of a NAMI issued returned order reference number. NAMI will have five (5) business days to complete its analysis of such product. If the product does not meet the agreed upon specifications, NAMI shall, at its sole option, either (i) replace such product with a corresponding product that meets such specifications, or (ii) accept for return such product for credit or refund, if applicable. **THE FOREGOING WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSES, EACH OF WHICH IS HEREBY DISCLAIMED.**

Export Control Regulations

NAMI may export certain information you provide to suppliers in order to obtain a quotation or take advantage of certain specialized processes.

NAMI is not in a position to independently assess whether your information is subject to export control restrictions. You agree to inform NAMI if there are any limitations, restrictions, or prohibitions on the export of any data, documentation, drawings, or specifications (collectively in this section, “Data”) that you submit to NAMI. For example, Data may be controlled under the laws of the Kingdom of Saudi Arabia, the International Traffic in Arms Regulations, administered by the U.S. Department of State, the Export Administration Regulations, administered by the U.S. Department of Commerce, or comparable non-U.S. regulations. These regulations may restrict or prohibit the export of Data to certain countries.

If your Data is subject to export control restrictions or prohibitions you must inform NAMI in writing of the applicable jurisdiction and classification of the Data so that in any relevant case, NAMI can make an informed decision about exporting the Data in compliance with the applicable regulations. You must provide this information to NAMI in writing at the time you submit the Data to NAMI for quotation.

Absent specific information provided in writing, NAMI will assume there are no restrictions or prohibitions on exporting the Data. NAMI assumes no responsibility for incorrect or incomplete export-control information provided by you under this section of the Agreement.

Limitation of Liability

NAMI represents to the Customer that NAMI will carry out the production and printing orders of the models requested according to the technical design specifications indicated by the Customer. NAMI shall carry out appropriate tests and quality control on the finished products. As a result, the Customer shall keep NAMI harmless and indemnified from any possible damage or liability arising from the use of the products themselves. The Customer declares that with the above-mentioned order, no patent or form of protection of intellectual property belonging to third parties has been infringed. By way of example only and not limited to, NAMI shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, resulting from the design, production, sell and use of the products commissioned. The present limitation shall apply to any theory of liability, whether based on warranty, contract, statute, tort (including negligence) or otherwise, and whether or not NAMI has been informed of the possibility of any such damage and even if a remedy set forth herein is found to have failed its essential purpose. The Customer assumes all risks related to the design, production, and use of the goods commissioned, including, by way of non-exhaustive example, those related to damage to persons, intellectual property, goods, and property. The Customer agrees to accept the present limitation of liability, which shall therefore be interpreted broadly to provide a limitation of liability to the maximum extent permitted by law, with the confirmation of this quotation, as a concluding behavior.

Customer Indemnification

You agree to indemnify NAMI, its affiliates, parent, and subsidiaries from and against any and all claims and damages of any kind (including attorney’s fees) resulting from your use of the Services, or from your breach of any provision of this Agreement. This indemnity includes any legal fees, fines, damages, or other expenses related to an enforcement action under export control laws based on incorrect or incomplete export-control information provided under the “Export Control Regulations and Export of Data” section of this Agreement.

Confidentiality

NAMI is committed to maintaining the confidentiality of the confidential information that you submit in connection with receiving a quote or ordering a product. We acknowledge and agree that any specifications or documentation, including .stl or other build files, that you submit to NAMI may contain valuable proprietary information, ideas, and expressions. Accordingly, NAMI will use a reasonable degree of care (and require that its employees use such care) to keep such confidential information confidential, and shall not use or disclose such confidential information except as required to perform the Services.

Notwithstanding the foregoing, NAMI uses third-party partners in delivering the Services from time to time. Those partners are also obligated to maintain the confidentiality of your proprietary information. By agreeing to these terms, you explicitly consent to NAMI providing your confidential information to these partners. The foregoing confidentiality obligation does not apply to information in our possession before your disclosure, information that is generally publicly available, information received by us from a third party without a confidentiality obligation to you, or to any disclosure of information required by law or court order. You recognize that NAMI provides similar services to others. We will not, however, use your confidential information in performing those services.

Tooling

Unless otherwise agreed to by NAMI in the order, if any products that you order require tooling, such tooling will remain the proprietary property of NAMI and any costs related to such tooling will be your responsibility. NAMI will provide adequate tooling for the quantity specified in the order. Future orders submitted for similar products may require new tooling and related costs.

Other

- A. The laws of the Kingdom of Saudi Arabia will govern this Agreement without regard to the principles of conflicts of laws. All disputes relating to this Agreement will first be attempted to be resolved by negotiation. The parties agree that in the event that any suit or proceeding is brought in connection with this Agreement, such suit or proceeding shall be brought in the Saudi courts located in Riyadh, the Kingdom of Saudi Arabia, and the parties shall submit to the exclusive jurisdiction of such courts and waive any and all jurisdictional, venue and inconvenient forum objections to such courts.
- B. Both NAMI and Customer will comply with all laws applicable to the Agreement
- C. All notices given under the Agreement will be effective when received in writing. Notices to the Customer and NAMI will be sent to the address provided in the Agreement.
- D. Changes to the Agreement must be in writing and must be signed by both parties.