

ملاحا ن عماور م-ن لعام لطماً

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عطوفة الأمين العام 11/07

مديرية التخطيط والتنظيـ الرقم: ت م ٧/ مالي ٢٠٢٠/مالي ١/ ١٠ > ١٣٥٩ ٦ 1227

التاريخ: ٦. ربيع الثاني ع > تشرین ثانی Y . Y .

معالي وزير الماليــــــ الموضوع: مصنع الأكسجي

- أحيط معاليكم علماً بأن تكلفة مصنع الاكسجين والذي تم التعاقد لانشائه مع الشركة الايطالية (ACEDE) مبلغ (٦٦٤٣٣٠) سنة مليون وسنتمانة وثلاثة وأربعون الف وثلاثمانة وثلاثون دينار.
- ننتفضل بالاطلاع واستصدار شيك بالقيمة المطلوبة أعلاه منسقا ياسم القيادة العامة للقوات المسلحة الاردنية _ الجيش العربي للغاية مدار البحث نظفاً.

وتفضلوا بقبول فانق الاحترام

السعد حمد لرحه للياء لفيا

7/5

اللواء الركن رنسيس هينسة الأركسان المشتركسس يوسف أحمد المنيط

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الإشارة: كتابكم رقم (م ش ٣/طلبيات خاصة/٢٠٢٠٥) تاريخ ١٧ تشرين الثاني ٢٠٢٠

أر فق طيا الوثائق التالية:

الإنفاقية رقم (JordanAMCO/ACCEDE/2020/002) تاريخ ۱۷ تشرين الثاني ۲۰۲۰ المبرمة ما بين السادة الشركة الأردنية المتقدمة لتشكيل المعادن (JordanAMCO) والسادة شركة ACCEDE BVBA ، والمتعلقة بشراء (ACCEDE BVBA .(And Oxygen Medical Plant, Model UBTL-300

ب. كتاب شركة ACCEDE BVBA رقم (بلا) تاريخ ٢٠٢٠/١١/٢٠ والمتضمن منح خصم مالي بمقدار (400,000) اربعمائة الف دولار أمريكي ، لتصبح القيمة الإجمالية للإتفاقية أعلاه بمقدارً (\$9,370,000.00) تسعة ملايين وثلاثمائة وسبعون الف دولار أمريكي بدلا من (9,770,000.00) تسعة ملايين وسبعمائة وسبعون الف دولار أمريكي.

٢. لإجراءانكم لطفا

مدير التخطيط والتنظيم. القائم بأعمال مدير عام الشركة الأربنية المتقدمة لتشكيل المعادن. القائم بأعمال مدير الإدارة المالية.

القائم بأعمال رئيس دائرة التزويد.

مدير مكتب المدير العام.

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CONTRACT

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BETWEEN

Jordan Advanced Machining Company (Jordan AMCO)

AND

ACCEDE BVBA (ACCEDE)

For Establishment of "OXYGEN MEDICAL PLANT"

> UBLT-600 AND UBLT-300

> > A.A

Contract No: JordanAMCO /ACCEDE/2020/002

PREAMBLE

This Purchase Contract (hereinafter referred to as the CONTRACT) made ______ day of November 2020 by and between Jordan Advanced Machining Company (JordanAMCO), an independent Jordanian organization, its address being P.O. Box 66, Dulail 13136, Jordan Tel. +962 (0) 2 625 6035, Fax. +962 (0) 2 625 603, (hereinafter referred to as "Buyer" or "JORDANAMCO"").

And ACCEDE BVBA (ACCEDE) /, having its registered office at Balendijk 242, Kristalpark 5530, 3920 Lommel, Belgium , Tel +32 (0) 11 398430 , EMAIL info@accede , (hereinafter referred to as "Seller" or "ACCEDE")

In this contract, Buyer and Seller are sometimes hereinafter individually referred to as a "Party" and jointly as the "Parties".

WHEREAS, JORDANAMCO desire to Purchase from ACCEDE (Establishment of Oxygen Medical Plant, Model UBTL-300, including installation, commissioning, startup, training of personal, Logistic Support spare parts, manuals and documentations (hereinafter referred to as the "Supplies") in accordance with details stated in ACCEDE Commercial and Technical Offer No. (2020-0058 Rev.0) dated November 09th 2020 (hereinafter referred to as "Annex (A)") and in accordance with the details stated in ACCEDE Letter Ref.No 2020-0058 addendum dated November 16th 2020 (hereinafter referred to as "Annex (B)"),

WHEREAS, ACCEDE agreed to sell the Supplies to JORDANAMCO as per quantities, specification and prices identified in Annex (A) and Annex (B) of this Contract and according to conditions set out in this Contract.

NOW, THEREFORE, in consideration of the covenants and obligations contained herein, the parties hereby agree as follows:

Article 1:

The Preamble shall be considered as a part of this Contract and shall be read with it at all times.

Article 2: DEFINITIONS AND INTERPRETATION

- A. "Contract" Means this Contract No. JORDANAMCO/ ACCEDE /2020/002, dated November 12 2020 including all the attached Annexes and any further mutually agreed upon written amendments.
- **B.** "Supplies" Means Establishment of Oxygen Medical Plant, Model UBTL-600 And Oxygen Medical Plant, Model UBTL-300, including installation, commissioning, startup, training of personal, manuals and documentations, Logistic Support spare parts, in accordance with details stated in Annex (A) & Annex (B) of this Contract.
- C. "Seller" means ACCEDE BVBA (ACCEDE).
- **D.** "Buyer" means Jordan Advanced Machining Company (Jordan AMCO)
- E. Annex (A) means ACCEDE Commercial and Technical Offer No. (2020-0058 Rev.0) dated November 09th 2020.
- F. Annex (B) means ACCEDE Letter Ref.No 2020-0058 addendum dated November 16th 2020 ACCEDE commitment to supply both, UBL-600 And UBLT -300, with capacity storage for 5 days production and will maintain the same price of annex A.

Contract No: JordanAMCO /ACCEDE/2020/002

Article 3: SUBJECT OF THE CONTRACT

- 3.1 The Buyer agrees to buy and the Seller agrees to sell the Supplies identified in Annex's (A, B) of this contract.
- 3.2 The Seller shall provide the Supplies brand new (100%) and from current production (production year not before 2020) according to the terms of this contract.

Article 4: CONTRACT PRICE

- 4.1 The Total Contract Price of the Supplies to be supplied under this contract by ACCEDE (hereinafter referred to as ("Total Contract Price") is (\$9.770.000 USD) Nine Million Seven hundred and Seventy Thousand US American Dollars Only.
- 4.2 The Total Contract Price shall cover the cost of the Supplies and cost of the Shipping to Aqaba port (CIF Aqaba) and cost of the supplies transportation from Aqaba Port to final destination inside Jordan and cost of the installation, commissioning, startup, training of personal, manuals and documentations.
- 4.3 Seller shall bear all taxes, duties and customs charges of whatever nature, currently existing or later imposed, incurred or levied and arising in and outside Buyer's country in conjunction with the performance of this contract.
- 4.4 Buyer will be responsible for all taxes, duties and customs charge of whatever nature currently existing or later imposed in Buyer's country in conjunction with the performance of this contract.

Article 5: PERFORMANCE AND WARRANTY BOND

- **5.1** Within (30) thirty days of contract signature date, the Seller shall submit Performance and warranty bond equal to (10%) ten percent of the total contract price in conformity with Annex (C) of this contract. This bond shall be valid till the end of warranty period. This bond shall be released within (30) thirty days after the expiry date of the warranty of the Supplies, and after the Sellers has completed all its contractual obligations
- **5.2**The above said bond shall be issued or confirmed by a first class Jordanian bank and shall allow payment during the validity period of the bond upon Buyers first written demand stating that Seller has failed to complete its contractual or warranty obligations under the contract not withstanding any objection from the Seller.
- 5.3 All charges for above bond shall be on Seller account.

.rticle 6: TERMS OF PAYMENT

6.1 JORDANAMCO shall pay ACCEDE the total contract price mentioned in article (4.1) of the Contract by bank (wire) transfer to the bank details mentioned in article (6.2) according to the following payment schedule and payment documents as stated in below table:

Payment Percentage	Occurrence	Required Documents		
(35%) of the total contract Price	Receiving of the performance bank bond	Seller Commercial Invoice. (Original copy). Certificate issued by buyer to confirm the receipt & acceptance of the performance and warranty bank bond.		
(45%) of the total contract Price after shipping the Supplies		1. Seller Commercial Invoice in three folds (one of which must be original). 2. Original Bill of Lading. 3. Certificate of origin (original copy). 4. Packing list (original copy). 5. Warranty Certificate issued from the Seller (original copy). 6. Certificate that the supplies are genuine 100% brand new and from the production (production year 2020 or newer) (original copy). 7. Certificate of Conformity issued from the Seller. (Original copy). 8. Certificate of Preliminary Factory Acceptance of the Supplies issued and signed by seller (original copy). 9. SGS Certificate for quality and quantity. (Original copy).		
(20%) of the total contract Price	Upon completion of final acceptance	Seller Commercial Invoice (Original copy). Certificate of Receipt and final acceptance of the Supplies (this includes installation, Commissioning, training).		

6.2 Seller Bank Details:

Bank Name	Jordan Kuwait Bank , Jabal Amman Branch				
Acc. No.	250/0739024/002/3002/000 - USD				
Acc. Name	ACCEDE BVBA				
Swift Code	jkbajoamXXX				
IBAN	JO44JKBA2500007390240023002000				

Article 7: DELIVERY:

- 7.1 Delivery Period: (4) months for (10) cubic meter and (6) Months for (20) cubic meter starting from contract coming into force date.
- 7.2 Delivery method: (CIF Agaba Port) as per Incoterms 2010 with latest amendments.
- 7.3 Seller responsible to transport and to Insures the supplies from Aqaba port to final destination inside Jordan.
- 7.4 Installation, commissioning, startup, training of personal, within the delivery period mentioned above, Turn on key delivery.

- 7.5 The Seller shall notify the Buyer by fax of the approximate shipping details (2) two weeks before shipment.
- 7.6 Partial shipment is allowed.
- 7.7 Transshipment is not allowed.
- 7.8 Late delivery charges:
- 7.8.1 In case of delay in delivery for reasons other than force majeure Buyer shall have the right to impose late delivery charges at the rate of 0.005 (five per thousand) of the total contract price for each delayed day;. The penalty imposed shall be paid by the Seller to the Buyer within (30) thirty days of notifying the Seller by the Buyer that he has caused a delay and notifying him with the amount of the penalties, otherwise the Buyer has the right to deduct same value from the performance bond.
- 7.8.2 Notwithstanding the provisions the above paragraph, if the delay in delivery continues for a period exceeding (90) ninety calendar days, Buyer shall at all times after such (90) ninety days period be entitled to terminate this contract immediately by notice in writing to Seller without any liability on the Buyer's part.

Article 8: INSPECTION AND ACCEPTANCE

- 8.1 Factory preliminary acceptance shall be performed by ACCEDE, The seller will issue a certificate of conformity stating that the Supplies conform with the seller's technical specifications described in annex (A).
- **8.2** The final acceptance test will be conducted in Jordan by both parties upon arrival of the Supplies, travelling and lodging of Seller's personnel shall be borne by the Seller; however the Buyer will provide support for accommodation booking and inland transportation.
- **8.3**The cost of any material used to perform the FAT and final acceptance test shall be borne by the Seller.

ARTICLE 9: EXPORT LICENSE REQUIRED

- 9.1. ACCEDE shall take all necessary actions to obtain export license(s) if required.
- 9.2 The Seller will inform the Buyer by fax or email of the availability of export license and shall submit to the Buyer a copy of the export license.

Article 10: TRAINING

The Seller shall train the Buyer's officers and specialists personnel on operation and maintenance. The training language shall be in English.

Article 11: ORIGIN OF THE SUPPLIES

- 11.1The main items origin shall be from (Belgium, China, India and Europe).
- 11.2 The Seller must provide an original "certificate of origin" for each deliverable Supplies.

Article 12: PACKING & MARKING

12.1Supplies shall be packaged in accordance to international standard related to this typology of the Supplies and standard practices.

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12.2 The following address should be clearly shown on all shipments and documents pertaining to this contract:

Contract No: JORDANAMCO/ACCEDE/2020/002

- P.O. Box 66, Dulail 13136, Jordan, Tel. +962 (0) 2 625 6035 ,Fax. +962 (0) 2 625 603
- 12.3 All marking and other documents required by this contract shall be in English.
- 12.4 Packing units shall have a lot numbering system to allow the identification of year of production. The manufacturer name must also be present on each individual package. Also each individual package should be labeled to show identification, quantity and total weight of items inside and dimensions of the package.

Article 13: WARRANTY

- **13.1** The Seller shall guarantee the Supplies for (15) months from the date of final acceptance of the Supplies.
- 13.2 If the Buyer, while using his rights in accordance with this contract, reject any quantity or all of the contracted Supplies due to its failure to comply with manufacturing specifications, the Seller will at his own expense send experts to Jordan to test and verify non-conformity of Supplies within (10) ten working days of notice of non-conformity. The Seller will replace all Supplies found not to conform with specifications mentioned in this contract within (30) thirty days from the Seller's expert report date, providing that the inspection takes place within (7) seven days of arrival of the experts. If the Seller fail to replace the rejected Supplies within (30) thirty days from the expert report date to Jordan, then the Buyer has the right to deduct the same value of non-conformity items and the affected items from the performance bond. The Seller shall replace the non-conformity Supplies on CIF Incoterms 2010 basis.
- 13.3 If all or some of the Supplies was found not to be in accordance with this warranty or not to be in accordance with the specifications as identified in Annexes (A & B) of this contract, the Buyer has the right to replace the rejected Supplies as specified in article (13.2) at the Seller's expense.
- 13.4 The Seller shall be liable to any damages to equipment or harm to personnel and related consequences caused by malfunction due to manufacturing deficiencies after being investigated and approved by third party selected by both parties.
- 13.5 Delivery of warranty items
- 13.5.1 The seller's obligation under the warranty shall cover the replacing & repairing of the defects Item(s), insurance & shipping costs to and from the defined place.
- 13.5.2 Buyer shall make available to the seller the defective item, packed according to international standard rules, FCA Jordan port or Jordan international airport (to be agreed between the parties case by case).
- 13.5.3 Seller shall make available to the buyer the repaired/replaced item(s)/packed according to international standard rules, CIP Jordan port or Jordan international airport (to be agreed between the parties case by case).

Article 14: SPARE PARTS AVAILABILITY

- 14.1 The Seller shall provide JORDANAMCO with an individual sale price for recommended and sufficient spare parts.
- 14.2 Seller shall provide buyer with Logistic Support spare parts (sufficient and recommended spare parts) along with OXYGEN MEDICAL PLANT (with the shipment).
- 14.3 The Seller shall guarantee the provision and availability of sufficient spare parts at any time the Buyer may require for a period of (10) Ten years starting the date of Final Acceptance.

Article 15: INTELLECTUAL PROPERTY

- 15.1 For purpose of this contract, the term intellectual property shall mean patented and unpatented inventions, copyrighted works, trade secrets, know-how and proprietary information of either party (hereinafter referred to as "Intellectual Property").
- 15.2 It is mutually understood and agreed that neither party shall acquire, directly or by implication, any rights in any "Intellectual Property" of the other party owned, controlled, acquired, developed, authored, conceived or reduced to practice prior to the date of this contract.
- 15.3 Any "Intellectual Property" that may be created, designed, or developed by Seller in the performance of this contract, and the cost of such creation, design or development is paid by Buyer shall become and remain sole property of Buyer.
- Any plans, drawings, reports, specifications and other documents developed by the Seller under this contract shall become and remain the sole property of Buyer.
- 15.5 Seller, by accepting this contract, shall not by implication or otherwise, be deemed to have granted any ownership rights or any free rights of use or license whatsoever in or any "Intellectual Property" relating to the Supplies under this contract.

Article 16: CONFIDENTIALITY

The Contract, quotation and all material, documents and information issued by the Parties in any form in connection therewith shall be confidential and their use and disclosure shall be strictly limited by the Parties to those of their employees having a need to know and the Parties shall under no circumstances disclose any such information to any third Party without the prior written consent of each other.

Article 17: FORCE MAJEURE

- 17.1 Force Majeure means all events beyond the control of the Party claiming Force Majeure which cannot be foreseen or if foreseeable, are unavoidable, which occur after the execution of this Contract, which prevent or hinder the performance of the Parties obligations under this Contract, including but not limited to:
- 17.1.1 Act of God:
- 17.1.2 war, hostilities, riot, insurrection or civil commotion, malicious damages, blockages, strikes, lockouts and industrial disputes affecting such performance; and
- 17.1.3 Earthquake, flood, fire, rainstorms and other natural physical disasters, plague or other epidemics.

- 17.2 If a Force Majeure event prevents or hinders performance by the Parties of their obligations under this Contract, the Party so affected shall;
 - 17.2.1 Not be held liable for delay or failure in performing such obligations for so long as the Force Majeure event continues to affect or prevent performance:
 - 17.2.2 Forthwith notify the other (giving full details thereof) and within (7) seven days from the date of such notice the parties shall meet to determine by agreement the consequences. If no agreement is reached within a further period of two (2) calendar months and if the circumstance of Force Majeure event continue, either Party shall have the right to terminate this Contract by giving written notice to that effect to the other.
- 17.3 A statement in writing by a competent authoritative independent body such as the local Chamber of Commerce, confirming the veracity of a Force Majeure event claimed by either Party shall be accepted as conclusive evidence thereof. No further increase in the Charges shall be imposed by the Seller on the Government in the event of a Force Majeure.
- 17.4 Delays on account of Force Majeure and any other delays which the Parties may mutually agree permit postponement of the Delivery Date shall be understood to be Permissible Delays and are to be distinguished from unauthorized delays.

Article 18: CORRESPONDENCES AND NOTICES

A notice or other communication connected with this Contract has no legal effect unless it is in writing and is sent either by electronic mail or fax followed by prepaid mail to the receiving party at its address set in the preamble

Article 19: AMENDMENT

No amendment or modification of any provision of this contract shall be valid or enforceable unless such amendment or modification has been signed by authorized representative of each party.

Article 20: TERMINATION

- 20.1 Notwithstanding anything else contained in this Contract, this Contract may be terminated at any time upon mutual agreement if either Party commits any material breach of any term of this Contract that remain uncured (60) sixty days after the material breach.
- 20.2 In event of a breach of a contract, the non-breaching party must provide a notice of breach and provide an opportunity to cure. Within (30) thirty days of receiving the notice, the breaching party must provide a corrective action plan. If the breach remains uncured after (60) sixty days and there is no path to cure, then the non—breaching party may terminate for default.
- 20.3 In event that either party is required to remedy or rectify any breach, all expenses incurred pertaining to the same shall be wholly borne by that party.
- 20.4 Termination of this contract shall not prejudice any other rights or remedies of the injured party.

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- 20.5 If the Seller fail to perform any of the obligations or conditions on his part under this contract or fail to meet the delivery date then the Buyer has the right to terminate the contract and confiscate the performance bond after providing (30) thirty days written notification of such intent.
- 20.6 The parties' obligations under articles (16) and (24) shall survive termination.

Article 21: ASSIGNMENT

- 21.1 For the execution of the contract or any part thereof, neither Seller nor Buyer may transfer or assign its obligations to any third party without the prior written consent of the other party.
- 21.2 The contract shall be binding upon party's lawful successors and assignees.
- 21.3 Notwithstanding any assignment, Seller and Buyer shall remain obliged to perform their respective obligations under this contract.
- 21.4 Seller shall not be released from its obligations and liabilities under the contract by any arrangements whatsoever with its subcontractors in the event of the later breaching any of provision of the contract or these conditions.

Article 22: DISPUTE RESOLUTIONS

- 22.1 Should disputes arise between the Buyer and the Seller in connection with this contract, then both parties shall attempt to resolve such disputes in good faith by direct negotiation and conciliation.
- 22.2 Any dispute or claim arising from or relating to this contract, which parties are unable in good faith to resolve within (30) thirty days of that dispute, shall be resolved only by arbitration, which may be commenced at any time by notice given by either party. Arbitration shall be conducted in accordance with the rules of conciliation and arbitration of the international chamber of commerce in effect at the time of such arbitration. There shall be (3) three arbitrators selected as follows: one arbitrator shall be selected by the Seller and one arbitrator shall be selected by the Buyer and the third arbitrator shall be selected jointly by the first two arbitrators, except that either party fails to select an arbitrators within (30) thirty days after initiation of arbitration or if the first two arbitrators fail to select the third arbitrator within (30) thirty days after the selection of the arbitrators then the third arbitrator will be appointed by the president of the international chamber of commerce.
- 22.3 The place of arbitration shall be in Jordan.
- 12.4 The arbitration shall be conducted in English language. Cost of arbitration shall be borne by the losing party.

ticle 23: GOVERNING LAW AND JURISDICTION

is contract and any dispute arising under, out of, or related in any way to this contract or the all relationship between Seller and Buyer shall be governed and construed exclusively ler the laws of the Hashemite Kingdome of Jordan, and as agreed in article (22) above il be resolved by arbitration.

Contract No: JordanAMCO /ACCEDE/2020/002

cicle 24: SEVERABILITY

if any provisions of this contract is found or becomes invalid, illegal or unenforceable by force of law, the other provision shall remain valid and enforceable.

Article 25: LANGUAGE

All notices, communications, documents, manuals and training under this contract shall be in English.

Article 26: CONTRACT ANNEXES

Annex No.	Annex Description			
Annex A	ACCEDE Commercial and Technical Offer No. (2020-0058 Rev.0) dated November 09th 2020			
Annex B	ACCEDE Letter Ref.No 2020-0058 addendum dated November 16 th 2020, ACCEDE commitment to supply both, UBL-600 And UBLT -300, with capacity storage for 5 days production and will maintain the same price of annex A.			
Annex C	JORDANAMCO form of an acceptable Performance and Warranty Bond.			

Article 27: CONTRACT EFFECTIVE DATE

The effective date of this contract - the date that the contract will become binding to both parties - will be last date of the following events:-

- A. Signature of this contract by both parties.
- B. Receipt & acceptance of the performance and warranty bank bond by the Buyer.

IN WITNESS WHEREOF the parties have caused this contract to be signed by their duly authorized representatives.

FOR AND ON BEHALF OF
ACCEDE BVBA

(ACCEDE)

(Jordan Advanced Machining Company

(Jordan Advanced Machining Company

(Jordan AMCO)

Name: Amjad Al-Shuhail

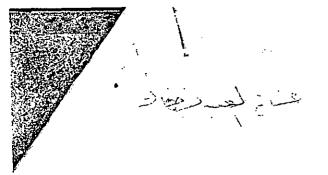
Title: CEO
Signature

Name: Khaleel Dabeet

Title: Acting / General Manager

Signature

Δ. Α





JORDAN AMCO P.O Box 66 13136 Dulail Jordan

INVOICE

Date	Document Nr.	BTW/VAT	Contact person	Contact phone	Contact email			Due Date
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