
AGENCY AGREEMENT

by and between

**CASAGRANDE S.P.A.
VIA A. MALIGNANI, 1
33074 FONTANAFREDDA (PN)
ITALY**

- as Principal -



and

**QUMA MACHINERY AND EQUIPMENT LLC
JADDA HAY AL-NAIM SHARE AL-AMIR SOLTAN
23621 JEDDAH
SAUDI ARABIA**

- as Agent -

A handwritten signature in blue ink, likely belonging to the agent, Quma Machinery and Equipment LLC.



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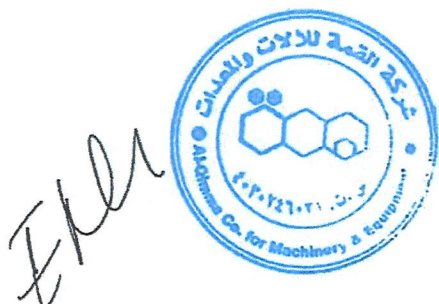
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WITNESSETH:

- **WHEREAS**, the PRINCIPAL is a leading company in the field of the manufacture and sale of foundation machinery and equipment, and

- **WHEREAS**, the AGENT is a company which has acquired considerable experience and is active in the field of the marketing and sale of piling construction, and

- **WHEREAS**, the Parties hereto are willing to enter an agreement to define the terms and conditions whereby the AGENT will act as PRINCIPAL's sole and exclusive agent for the marketing and sale of certain products in the territory specified hereunder, and

- **WHEREAS**, the AGENT is fully entitled to act as PRINCIPAL's sales agent and is to this extent vested with all authorizations required by the laws of the territory specified hereinafter.

NOW THEREFORE

In consideration of the afore going recitals which are expressly incorporated by reference into the body of this Agreement and are made a part hereof and set forth and for other good and valuable consideration, the receipt of sufficiency whereof is hereby acknowledged, the Parties hereto individually and by their respective agents and representatives, do hereby covenant and agree as follows.

1. DEFINITIONS AND INTERPRETATION

1.1 **"Principal"** shall mean **CASAGRANDE S.P.A.**, a company limited by shares duly existing and organized under the laws of Italy, with offices at **VIA A. MALIGNANI, 1, FONTANAFREDDA (PN)** represented by its **President Mr. Sergio Casagrande**.

1.2 **"Agent"** shall mean **QUMA MACHINERY AND EQUIPMENT LLC**, a company duly existing and organized under the laws of **Saudi Arabia**, with Legal Address at **JADDA HAY AL-NAIM SHARE AL-AMIR SOLTAN, 23621 JEDDAH, SAUDI ARABIA** represented by its **Chairman Mr. Mohammed Ayed Al-Wahbi**.

1.3 **"Agreement"** shall mean the agreement hereof and the Schedules attached thereto.

1.4 **"Products"** shall mean the products listed in **Schedule 'A'** hereto manufactured by the PRINCIPAL and sold under the trademark indicated hereinafter.

This Agreement is expressly limited to the Products and, therefore, the marketing of eventual new products must be previously agreed upon in writing by the Parties and attached hereto as an Addendum.

It is hereby agreed and understood that the PRINCIPAL shall at any time and at its reasonable discretion be entitled to suspend and/or cease the marketing and sale of certain Products and/or line of Products in the Territory by giving 60 (sixty) days prior written notice to the AGENT, without any indemnity or compensation whatsoever being due to the latter. In case of suspension and /or ceasing of the marketing and sale of certain Products and/or line of Products in the Territory the PRINCIPAL shall pay the pending commission to the AGENT for equipment already purchased before the written termination notice.

1.5 **"Trademark"** shall mean the trademark specified in **Schedule 'B'** hereto.



- 1.6 **"Territory"** shall mean the territory specified in **Schedule 'C'** hereto.
- 1.7 **"Customers"** shall mean the customers of the Territory.
- 1.8 **"Reserved Customers"** shall mean the customers reserved to the PRINCIPAL and listed in **Schedule 'D'** hereto.
- 1.9 **"Technical Information"** shall mean technical information and specifications, quality and inspections standards and any other written description relating to the Products.
- 1.10 **"Contractual Year"** shall mean any 12 (twelve) months period commencing from the date of Execution of the Agreement hereof.
- 1.11 **"References"** in this Agreement to:
- a) clauses or schedules are, unless otherwise specified, references to clauses of, and schedules to, this Agreement;
 - b) any statutory or other legislative provision shall be construed as including any statutory or legislative modification or re-enactment thereof, or any substitution therefore;
 - c) references to the plural include the singular and vice-versa; and
 - d) Reference to one gender includes both genders.

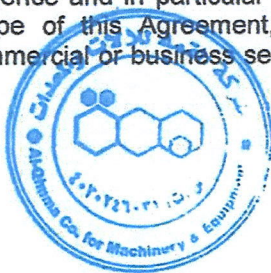
Clause headings are for ease of reference only.

2. OBJECT

- 2.1 The PRINCIPAL hereby appoints the AGENT who hereby agrees to act as PRINCIPAL's sole and exclusive agent for the promotion of sale contracts, marketing and sale of the Products in the Territory and to the Customers.
- 2.2 The organization of After Sale Service are excluded from this contract and will be managed by the PRINCIPAL directly or through the AGENT in agreement with the PRINCIPAL.

3. DUTIES OF THE AGENT

- 3.1 The AGENT, who shall act on a fully independent basis, shall use its best endeavours to promote and collect, on behalf of and in accordance with PRINCIPAL's commercial programs and policies, orders from the Customers as well as facilitate the introduction of the Products onto the market and enhance PRINCIPAL's commercial reputation therein.
- For this purpose, the AGENT shall transmit orders only from Customers of a good financial standing and provide the PRINCIPAL with quarterly written reports containing statistical and commercial data relative to the sales forecasts and market conditions, the activity performed by the AGENT in the Territory and the initiatives of the major competitors as well as any other news and information of the same nature which may be useful to or requested by the PRINCIPAL.
- 3.2 The AGENT shall perform its obligations hereunder with the maximum correctness and diligence and in particular shall neither disclose nor utilize for purposes outside the scope of this Agreement, either during or after the validity period hereof, any commercial or business secrets as well as any confidential information relative to the



Products and/or the PRINCIPAL of which it might become aware by reason of the relationship hereof.

- 3.3. The AGENT shall promptly notify the PRINCIPAL of any regulation or requirements to which the sale of the Products in the Territory may be subject and grant, if so requested, all necessary assistance to carry out any formalities required therefore.
- 3.4. The PRINCIPAL shall be entitled through its representatives or nominees, to visit the Customers and the AGENT shall co-operate in order to make such visits profitable.
- 3.5. Should the AGENT receive complaints from Customers for defects in the Products or for any other reason whatsoever, it shall:
- (i) refrain from making any admission or offer;
 - (ii) immediately notify the PRINCIPAL of the complaints;
 - (iii) examine without delay the alleged defective Products;
 - (iv) transmit to the PRINCIPAL a detailed and strictly confidential report thereon; and
 - (v) comply with the instructions to that extent received from the PRINCIPAL.
- 3.6. The AGENT shall participate to the most important fairs and exhibitions of the Territory if AGENT & PRINCIPAL agree that it is needed by setting up special stands for the Products. Unless otherwise agreed in writing by the Parties, the AGENT shall bear all relevant costs and expenses and no reimbursements whatsoever shall therefore be claimed nor due to the latter.
- 3.7. The AGENT shall perform at its own expense all advertising and promotional actions and campaigns, including local exhibitions, necessary to adequately market the Products in the Territory. It is, however, agreed that all advertising campaigns and activities relating to the Products shall be previously authorized in writing by the PRINCIPAL.
- 3.8. The AGENT shall be entitled to appoint sub-agents only upon PRINCIPAL's written consent. In such event the AGENT will be directly responsible for the activity of the sub-agents and bear all costs relating thereto.
- 3.9. The AGENT agrees that this Agreement is also executed in consideration of its corporate structure, management and financial situation and, in particular, in consideration of the involvement, as shareholder and director, of Mr. Abdulrazzaq Aljumah. The AGENT shall, therefore, promptly notify the PRINCIPAL of any major modification which may take place in its corporate structure, management or financial situation, and any mortgage or encumbrance which may be passed on its fixed and moveable assets, as well as the amendments and/or interruption of Mr. Abdulrazzaq Aljumah collaboration. Such modification and/or event being deemed not to have influence for the purposes of the continuation of the relationship hereof, should the PRINCIPAL not terminate the Agreement by giving written notice thereof to the AGENT within the subsequent 90 (ninety) days. It is, however agreed and understood that no indemnity or compensation could be claimed by nor due to the AGENT.
- 3.10. Violation of the above obligations shall entitle the PRINCIPAL to forthwith terminate the Agreement by giving written notice thereof to the AGENT.

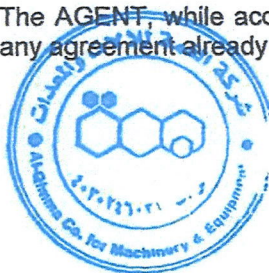


4. CONDITIONS OF SALE

- 4.1 **Orders:** The PRINCIPAL shall be entitled to confirm or refuse, at its reasonable discretion, the orders placed by the AGENT and no commission or indemnity whatsoever shall be claimed by nor due to the latter should any order not be confirmed by the PRINCIPAL.
- 4.2 **Prices:** Prices for Products to be delivered FCA FONTANAFREDDA (Incoterms® in force) shall quoted by the PRINCIPAL from time to time upon written request of the AGENT.
- 4.3 **Payment:** Unless expressly authorized in writing by the PRINCIPAL, the AGENT shall not be entitled to determine the terms and method of payment, receive payments and/or advances, grant discounts on or extensions of payment. The above notwithstanding, any sums cashed by the AGENT shall immediately be remitted to the PRINCIPAL and shall not be retained by the AGENT as clearance and/or set-off of any eventual credits or for any reason whatsoever.
It shall, however, be a specific duty of the AGENT to endeavour for payments and use its best endeavours to facilitate the recovery of any outstanding credit in the Territory. No additional compensation could be claimed by nor due to the AGENT for the above-mentioned activities, having this already been taken into consideration in determining the commission.
- 4.4 **Delivery:** Time of delivery shall be determined from time to time. In no event, shall, however, time of delivery be of the essence. The PRINCIPAL shall devote its best efforts to meet the delivery dates agreed upon with the AGENT and/or Customers and shall promptly notify the former of any cause outside its reasonable control which may prevent it from meeting such delivery dates.
- 4.5 **After sale services:** The PRINCIPAL will arrange the commissioning of the new equipment only.
During the warranty period, in the event of major problems related to the design of the rig or malfunctions / repeated malfunctions the AGENT can ask the PRINCIPAL to send his technicians to inspect the equipment.
If the intervention of PRINCIPAL's technician is required the PRINCIPAL will bear all the expenses such as flight tickets, board and lodging.

5. EXCLUSIVITY

- 5.1 The Parties hereby grant each other, for the entire period that this Agreement is effective, the right of exclusivity in the Territory with respect to the commercialization, marketing and sale of the Products to the Customers.
The PRINCIPAL shall, therefore, not appoint other agents for the commercialization, marketing and sale of the Products to the Customers and the AGENT, in turn, shall not, whether directly or indirectly through third persons or entities, promote, advertise, distribute, market, manufacture, sell or otherwise deal with products which may be competitive with the Products.
It is hereby agreed and understood that the PRINCIPAL shall not be liable and responsible for the activity in the Territory of pirate dealers or third parties which could sell the Products in the Territory.
- 5.2 The AGENT, while accepting the appointment hereof, shall notify the PRINCIPAL of any agreement already entered as agent, distributor, dealer or under any other title with



third companies. The AGENT shall further notify the PRINCIPAL in advance of any new agreement which it might be interested in during the validity period hereof.

- 5.3 The above notwithstanding and without prejudice to the AGENT's right to the commission provided for in clause 7 hereof, the PRINCIPAL shall be entitled to directly deal with the Customers. In such event the PRINCIPAL shall promptly give notice thereof to the AGENT.

The AGENT, in any case is entitled of its commission as per **Schedule "E"**.

- 5.4 The exclusivity covenant hereof shall not apply to the sales made by the PRINCIPAL to the Reserved Customers as per **Schedule "D"**. Such sales and negotiations shall be expressly reserved to the PRINCIPAL without any right, claim, indemnity and/or compensation whatsoever accruing in favour of the AGENT.

- 5.5 Should either Party fails to comply with the covenants of exclusivity set forth above, the aggrieved Party shall be entitled to forthwith terminate the Agreement by giving written notice thereof to the defaulting Party.

6. TRADEMARK

- 6.1 The AGENT shall have the non-exclusive right to use in the advertising and sale promotion of the Products (correspondence, publicity and promotional activity) the Trademark as well as the wording "EXCLUSIVE CASAGRANDE'S AGENT FOR SAUDI ARABIA".

- 6.2 Without prejudice to what set forth in clause 6.1 above, the AGENT hereby acknowledges that nothing herein contained shall give it any right, title or interest in and to the Trademark as well as tradenames, logos, symbols, patents and any intellectual property relating to the Products and/or the PRINCIPAL being them the sole property of the latter.

- 6.3 The AGENT shall immediately notify the PRINCIPAL of any infringement of the Trademark and/or any other PRINCIPAL's industrial property rights on the Products of which it might become aware during the validity period of this Agreement and shall grant, if requested, all necessary assistance in the proceedings which the latter may institute as a consequence thereof in the Territory.

- 6.4 Should this Agreement cease to be effective for any reason whatsoever, the AGENT shall immediately refrain from using the Trademark and shall return to the PRINCIPAL all materials of any kind and nature relating thereto.

7. COMMISSION

- 7.1 Save for the sales indicated in clause 5.4 above and unless otherwise agreed in writing by the Parties regarding particular transactions, the PRINCIPAL shall pay the AGENT, on all sales contracts successfully executed with the Customers the commission set forth in **Schedule 'E'** hereto.

- 7.2 The right of the AGENT to the commission accrues only upon payment by the Customers of the relevant invoice price and in proportion of such payment. In case of payment by instalments, the commission shall be considered accrued only upon payment of the last instalment. In no event, shall the remittance by the Customers of any draft or negotiable instruments be considered as payment of the invoice price.



Handwritten signature

The AGENT is entitled of its commission upon the shipment of the rig or spare parts and payment will be performed as soon as the PRINCIPAL cash the full due amount.

- 7.3 No commission or indemnity shall be claimed by nor due to the AGENT for orders cancelled because of force majeure or any other cause beyond PRINCIPAL's reasonable control. In case of partial payment by the Customers, whether caused by insolvency, bankruptcy, etc., the sales contracts shall be deemed executed only in proportion of the payment received. No commission shall be paid to the AGENT on sales for which the PRINCIPAL, due to Customer's insolvency or partial payment, bears a loss equal to or higher than the commission accrued by the AGENT.
- 7.4 Commissions shall be paid quarterly within 30 (thirty) days of the end of each quarter. For this purpose, the PRINCIPAL shall transmit to the AGENT within 15 (fifteen) days of the end of each quarter, a statement of account in duplicate reflecting the commissions accrued during the relevant quarter, one copy thereof to be returned duly signed for acceptance by the AGENT together with the relevant invoice. The account statement shall be considered definitely approved, final and binding upon the Parties if the AGENT does not send to the PRINCIPAL his complaints within but not later than five (5) working days – time being of the essence – from receipt of such statement of account and the AGENT irrevocably and unconditionally waives any objection that it may now or hereafter have on such final account statement.
- 7.5 Upon termination of the Agreement for whatsoever reason, commissions shall accrue only on sales contracts duly executed by the PRINCIPAL as of that date.

8. MINIMUM SALES TARGET

- 8.1 The AGENT undertakes to achieve for the first year that this Agreement is effective the minimum sales target set forth in **Schedule 'F'** hereto. The Parties shall mutually determine the minimum sales target applicable for each following Contractual Year within 30 (thirty) days of commencement thereof by taking into consideration the sales turnover achieved during the previous year and the market prospects for the current one.
- 8.2 Should the AGENT not achieve the minimum sales targets provided for any Contractual Year or the Parties not agree, within the period specified above, on the minimum applicable to any following Contractual Year, the PRINCIPAL shall be entitled, at its sole discretion, to forthwith terminate the Agreement or to revoke the right of exclusivity granted to the AGENT under clause 5, by giving written notice thereof to the AGENT within 60 (sixty) days of close of the relevant Contractual Year or expiration of the period set forth above, as the case may be.
The notification will inform the AGENT that the termination will be effective after six (6) months from the written notification date.

9. ORGANIZATION FOR SALE AND TECHNICAL INFORMATION

- 9.1 The PRINCIPAL shall make available to the AGENT reasonable quantities of printed materials, catalogues and other sales literature relating to the Products.
- 9.2 The PRINCIPAL shall further disclose and supply to the AGENT all Technical Information which may be necessary to enable it to adequately market and sell the Products in the Territory. The Technical Information to be supplied by the PRINCIPAL hereunder being confidential and secret, the AGENT hereby agrees to preserve and



protect its confidential nature and not to disclose it, during or after the term of this Agreement, to any third party outside the scope hereof.

- 9.3 The AGENT shall create and make available a commercial network of assistance, salesmen and/or employees adequate to the sales turnover of the Territory and the sales forecasts of the Products and shall employ from time to time such additional personnel as may be necessary to properly market and sell the Products.
The AGENT, at its charge, shall have his technicians visiting the factory to train them in order to be up to date on the equipment and on intervention operations (i.e. trouble shooting) required by PRINCIPAL's After-Sales department.
The AGENT, at its charge, shall send the sales personnel, from time to time, to Casagrande SpA factory, to be trained on the products.
AGENT'S People involved in After Sales Service (including Spare Parts department), Sales and Administration has to speak fluent English in order to communicate with PRINCIPAL's people.
- 9.4 Upon termination of the Agreement for any reason whatsoever, the AGENT shall immediately return to the PRINCIPAL, upon the latter's request, all technical and commercial documentation in its possession relating to the Products and/or the PRINCIPAL.

10. COSTS AND EXPENSES

Unless otherwise provided for herein, the AGENT shall bear all costs and expenses incurred for the fulfilment of its obligations hereunder and no reimbursement whatsoever shall therefore be claimed by nor due to the AGENT.

The PRINCIPAL will bear the flight tickets costs of the personnel travelling for the commissioning of the new rigs.

All local cost and expenses, including board and lodging, are at CUSTOMER'S care and charge except for different agreements made during certain negotiations.

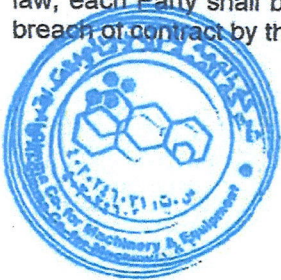
The AGENT/CUSTOMER will bear all transport costs, customs clearance fees, VAT and any other local cost related to the import of parts under warranty.

11. DURATION

- 11.1 The initial duration of this Agreement will be for "2" (two) year/s from the date of execution hereof.
If the Minimum Yearly Sales Target under Schedule 'F' is reached in each of the first 2 (two) years, the agreement will be automatically renewed for 2 (two) years.
After this period, following an internal evaluation by the PRINCIPAL, will be decided if the agreement shall remain in force and may thereafter be terminated by either Party by giving at least 6 (six) months prior written notice to the other Party save for any mandatory notice period required by the applicable law hereof.

12. TERMINATION

- 12.1 Without prejudice to any express provisions contained herein (namely clauses 3.9, 3.10, 5.5 and 8.2) as well as to the general rules on termination provided for by applicable law, each Party shall be entitled to terminate this Agreement in case of a substantial breach of contract by the other Party, should such breach, if capable of remedy, not be



cured to the satisfaction of the aggrieved Party within 30 (thirty) days of receipt of the relevant notice of complaint by the defaulting Party.

- 12.2 The Agreement shall also terminate upon the occurrence of the following in relation to one Party: insolvency, bankruptcy, re-organization, suspension of payments, and assignment for the benefit of creditors and/or institution against one Party of any proceedings under bankruptcy laws or other like laws.
- 12.3 The Agreement shall also terminate should Mr. Abdulrazzaq Aljumah leaves the AGENT.
- 12.4 It is hereby agreed and understood that in all cases of termination for breach under section from 12.1 through 12.3 (included) no indemnity could be claimed by nor due to the AGENT who irrevocably and unconditionally waives any objection that it may now or hereafter have on such indemnity exclusion.
- 12.5 Any indemnity, if and when due and/or accrued provided however that the Agreement is not terminated by the PRINCIPAL for breach of the AGENT, shall be calculated in accordance with the Italian national collective economic agreements currently in place at the date of termination.

13. FORCE MAJEURE

- 13.1 Neither Party to this Agreement shall be liable to the other (on account of any loss, damage) in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to force majeure, which for the purpose of this Agreement means any cause beyond the reasonable control of the Party in question, including, but not limited to strikes, union agitations, lock-outs, accidents, fire, short supply or absence of raw materials, delay of carriers and/or in the delivery of raw materials by the suppliers, compliance with any law, regulation or other governmental order, whether or not valid, insurrection, warlike acts, war, the elements, embargoes, acts of God, or any other cause beyond its reasonable control.
- 13.2 To this extent, the Party invoking the force majeure event shall promptly notify the other Party by further giving an estimate as to the envisaged duration thereof. Should the force majeure event last for more than 6 (six) consecutive months, each Party shall be entitled to forthwith terminate the Agreement without any indemnity or compensation being due therefore to the other Party.

14. GOVERNING LAW AND COMPETENT JURISDICTION

- 14.1 Save for any mandatory provisions set forth by the laws of the Territory, this Agreement shall be governed by the laws of Italy, with the express exclusion of any conflict of law rules.
- 14.2 Any disputes between the Parties arising out of or relating to this Agreement shall be finally and exclusively submitted to the sole and exclusive Court of Pordenone, Italy. Each Party irrevocably and unconditionally waives any objection that it may now or hereafter have that the Court indicated above is an improper or inconvenient forum for the resolution of any dispute and waives to submit or bring any dispute before any different jurisdiction other than the Court indicated above.



15. FINAL PROVISIONS

- 15.1 This Agreement constitutes the full and complete understanding between the Parties as to the subject matter hereof and shall supersede all other existing contracts and understandings, which prior contracts and understandings, if any, are hereby automatically terminated, cancelled and declared void as of the date thereof, without either Party being entitled to claim any indemnity for lack of notices and without prejudice to the rights accrued by each of the Parties as of the date of execution of this Agreement.
- 15.2 This Agreement shall not be amended or modified except in writing signed by the PRINCIPAL and the AGENT and attached to this Agreement as an Addendum.
- 15.3 If at any time one or more of the provisions of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby, unless such provision was an essential inducement for either of the Parties to enter this Agreement.
- 15.4 Failure by either Party to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of such Party to thereafter enforce each and every provision herein.
- 15.5 Neither Party shall be entitled to transfer, assign or otherwise dispose of any of its rights and obligations without the prior written consent of the other.
- 15.6 All plans, designs, drawings, blueprints, manuals, specifications and other documents relating to the Products and/or the business of the PRINCIPAL ("Information") shall be and remain the exclusive property of the PRINCIPAL and shall be treated by the AGENT as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without PRINCIPAL's prior written approval; provided, however, that these restrictions shall not apply to Information that the AGENT can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by the AGENT; or (b) is already in the AGENT's possession at the time of disclosure by from a third party having a right to impart such Information.
- 15.7 The AGENT shall comply with PRINCIPAL's Ethical Code (the "Code"), which the AGENT declares to fully know and which is available at PRINCIPAL's website. Moreover, the AGENT warrants that:
- (A) the AGENT does not employ, engage or otherwise use any child labour in circumstances such that the tasks performed by any such child labour could reasonably be foreseen to cause either physical or emotional impairment to the development of such child in all countries in which it operates;
 - (B) the AGENT does not use forced labour in any form (prison, indentured, bonded or otherwise) and staff are not required to lodge papers or deposits on starting work;
 - (C) the AGENT complies with all applicable local environment, safety and health regulations and provides a safe and healthy workplace, presenting no immediate hazards to its staff. Any housing provided by the AGENT to its workers is safe for habitation. The AGENT provides access to clean water, food, and emergency healthcare to its workers in the event of accidents or incidents at the AGENT's workplace;



- (D) within the customs and practices of the countries in which the AGENT operates, the AGENT does not discriminate against any worker on any ground (including race, religion, disability or gender). The AGENT does not engage in or support the use of corporal punishment, mental, physical, sexual or verbal abuse and does not use cruel or unusual disciplinary practices in the workplace;
 - (E) the AGENT pays each employee at least the minimum wage, or the prevailing industry wage, (whichever is the higher) and provides each employee with all legally mandated benefits;
 - (F) the AGENT complies with the laws on working hours and employment rights in the countries in which it operates;
 - (G) the AGENT complies with all relevant environmental legislation in the regions in which it operates. The Supplier has identified all the hazardous or toxic waste that it or its contractors or sub-agents produce, and it is confident that all waste is disposed of by competent bodies via authorised disposal routes;
 - (H) it does not engage in any activities which may cause environmental health and safety harm to either its worker or those living in the vicinity to its operations.
- Failure to comply with the Code and with the provision set forth above constitutes a material breach of this Agreement and the PRINCIPAL will be entitled to forthwith terminate – at any time – this Agreement pursuant to section 12 above.

15.8 The AGENT guarantees that the personal data processing operations will be carried out exclusively for the activities set forth in the Agreement, and undertakes, for the duration of the contract, to process the data in compliance with the current regulations governing the protection of personal data, as well as the instructions given by the Data Controller. Specifically, the AGENT must process, protect and verify the personal data lawfully and correctly, observing all the provisions set forth in Regulation (EU) 679/2016. Any breach of this provision by the AGENT shall entitle the PRINCIPAL to forthwith terminate – at any time – this Agreement pursuant to section 12 above.

16. NOTICES

All notices to be given hereunder shall be made by registered mail return receipt requested or cable to the address first afore written or to such address as is notified in writing by the Parties hereto or by certified mail, fax or e-mail message.

The effective date of any such notice shall be date of receipt by certified mail or e-mail, as the case may be.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the place, day and year hereinafter set forth.

The PRINCIPAL

CASAGRANDE S.P.A.

By : Mr. Sergio Casagrande
 Title : President
 Place : Fontanafredda, Italy
 Date : 28/03/2024

The AGENT

QUMA MACHINERY AND EQUIPMENT LLC

By : Mr. Mohammed Aayed Al-Wahbi
 Title : Chairman
 Place : Fontanafredda, Italy
 Date : 28/03/2024



SCHEDULE 'A'

PRODUCTS

**ALL THE PRODUCTS MANUFACTURED
BY CASAGRANDE FOUNDATION DIVISION**



CASAGRANDE S.p.A.
Via A. Maffei Nr. 1
10124 Fontanafredda (Pi) Italy
IVA e C.F. 00674230938

SCHEDULE 'B'

TRADEMARK

CASAGRANDE S.p.A.



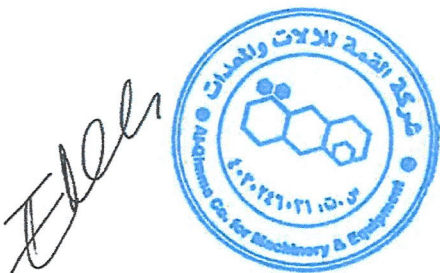
File



SCHEDULE 'C'

TERRITORY

KINGDOM OF SAUDI ARABIA



SCHEDULE 'D'

RESERVED CUSTOMERS

FMSA ACTIVITE MENARD
ZETAS ARABIA FOUNDATION TECHNOLOGY
ORASCOM CONSTRUCTION – SAUDI BRANCH
THE ARAB CONTRACTORS OSMAN AHMED OSMAN CO – SAUDI BRANCH
HASSAN ALLAM FOR ROADS AND BRIDGES – SAUDI BRANCH
HASSAN ALLAM FOR CONSTRUCTION - SAUDI BRANCH
EL DAWLIA FOR ENGINEERING & CONTRACTING (EDECS) – SAUDI BRANCH
GAMA – SAUDI BRANCH
CONCORD – SAUDI BRANCH
ASPEC FOR CONTRACTING & ENVIRONMENTAL CONSULTANCY
DORRA GROUP – SAUDI BRANCHES
MISR RAYMOND FOUNDATIONS S.A.E. – SAUDI BRANCH
SPECIALIZED CONTRACTING & INDUSTRIES CO. – SAUDI BRANCH
TIMSAH MECHANICAL FOUNDATIONS CO. – SAUDI BRANCH
ABNAA ABDELSALAM ABDELHAMID EL FEKY AND PARTNERS – SAUDI BRANCH



SCHEDULE 'E'

COMMISSION ON GOODS PURCHASED BY CUSTOMERS DIRECTLY FROM CASAGRANDE SPA TO BE AGREED CASE BY CASE, BUT IN ANY CASE, AS PER FOLLOWING INDICATIONS:

- PILING RIGS, DIAPHRAGM WALL RIGS, MICROPILING RIGS: BETWEEN 5% AND 10%.

KITS, TOOLS AND ACCESSORIES: TO BE AGREED CASE BY CASE BUT IN ANY CASE, AS PER FOLLOWING INDICATIONS:

- ADDITIONAL KITS FOR EXISTING EQUIPMENT (SUCH AS CFA TRANSFORMATION KIT, BORED PILES TRANSFORMATION KIT, JET GROUTING TRANSFORMATION KIT, DIAPHRAGM WALL TRANSFORMATION KIT, EXC): BETWEEN 5% AND 15%;
- DRILLING TOOLS (SUCH AS BUCKETS, AUGERS, CFA AUGERS, CASING PIPES, TREMIE PIPES, MICROPILING/JET GROUTING DRILLING RODS AND TOOLS, EXC) AND ANCILLARIES (SUCH AS DESANDERS, HIGH PRESSURE PUMPS, MIXERS, CONCRETE PUMPS, GROUTING PUMPS, EXC): BETWEEN 5% AND 8%.

**SPARE PARTS: 20% ON GOODS EXW VALUE / EQUAL TO DISCOUNT
20% ON GOODS EXW VALUE IF AGENT PURCHASE SPARE PARTS
FROM PRINCIPAL.**

(RESERVED CUSTOMERS EXCLUDED)



SCHEDULE 'F'

MINIMUM YEARLY SALES TARGET

RIGS FIRST YEAR: 2 MILLION EUR
RIGS SECOND YEAR: 4 MILLION EUR

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