



- TERMS OF TUJJAR PLATFORM

GENERAL TERMS OF USE Tujjar platform WWW.SUPPLIER-SA.COM

The Website makes it possible to put Visitors and Sellers in contact, in particular through the requests formulated by Visitors and transmitted to Sellers.

The present Terms and Conditions of Use (hereinafter "TOU") govern the use of the Website according to the conditions outlined below.

YOU ACKNOWLEDGE THAT THE PRESENT GENERAL CONDITIONS ARE LEGALLY BINDING AND THAT YOU ACCEPT THEM. FAILING THIS, YOU ARE NOT UTHORIZED TO USE TUJJAR SERVICES.

ARTICLE 1: DEFINITIONS

“Article”: refers to any content (text, photograph, video, etc.) relating to a Seller or their Products online on the Website, including, where applicable, brochures or technical data sheets for the Products, information or trends relating to the business field, a Seller's project, etc.

“Visitor”: refers to any person, professional or consumer, who accesses and browses the Website. The Visitor must have the capacity to contract or, failing this, to enter into an agreement with the authorization of his or her legal representative.

“Seller”: refers to any manufacturer or more generally any professional listed on the Website.

“Visitor Member”: refers to any Visitor who has created an account on the Website.

“Identified Visitor”: refers to any Visitor who has made a request on the Website and communicated his or her personal information.

“Product”: refers to any product (and where applicable, any service) offered by the Seller and listed on the Website.

“Services”: refers to all of the services offered to Visitors by TUJJAR on the Website.

“Website”: refers to any website published and run by TUJJAR , namely the Websites accessible at the URL addresses with the names TUJJAR , and on which TUJJAR offers the Services.



“TUJJAR ”: refers to the company TUJJAR COMPANY, a Saudi company registered under number 2055131021.

ARTICLE 2: PURPOSE AND ACCEPTANCE OF THE TOU

2.1. PURPOSE OF THE TOU

The purpose of the present General Conditions of Use is to establish the contractual provisions relating to the respective rights and obligations of TUJJAR and the Visitors concerning the use of the Website and the Services offered on it.

The relationship between TUJJAR and the Seller is governed by the General Sales Conditions applicable to Sellers. Any professional who wants to become a Seller on the Website must contact TUJJAR by filling in the form available on the Website.

2.2. ACCEPTANCE OF THE TOU

The use of the functionalities of the Website and of the Services implies the acceptance of the TOU.

The acceptance of the General Conditions by one of the Visitor's employees or associates is deemed to be made in the name and on behalf of said Visitor by a duly authorized person.

ARTICLE 3. WEBSITE AND SERVICES

The Services are provided by TUJJAR to Visitors free of charge on the Website. Some Services require the Visitor to create an account or communicate certain personal data in order to be identified.

The Visitor is informed that the personal data concerning him or her that is communicated to TUJJAR is processed in accordance with TUJJAR 's privacy policy, which is available on the Website(s).

3.1. PURPOSE OF THE WEBSITE

The purpose of the Website is to present the Seller’s Products and Articles to Visitors, to provide Visitors with information and allow them to create an account



and benefit from the associated functionalities, or to be put in contact with one or more Sellers.

The Visitor shall be responsible for the equipment necessary for access to and use of the Website, as well as the telecommunications costs incurred by their use.

It should be noted that TUJJAR is not the owner or seller of the Products and has no control over the Articles listed on the Website (its sole role may, if necessary, be limited to the formatting or translation of content provided by the Seller).

Similarly, TUJJAR does not participate in the relationship or possible contract between the Seller and the Visitor, who perform their respective obligations under their own responsibility.

By listing Sellers' Products and Articles in order to put them in contact with a Visitor, TUJJAR intervenes only in the following qualities:

Hosting in the sense of the SAUDI law

Online platform operator according to SAUDI law a Digital Republic.

All of the Articles, indications relating to the Products or to the Seller's points of sale (information sheets, characteristics, possible prices, etc.) are established by the Sellers (and/or are publicly available on the Internet) without the intervention of TUJJAR on the the concontent (except, where applicable, formatting and the translation of the content, it being specified that the translation of the Product descriptions is done via automated software).

TUJJAR cannot therefore be held responsible for information provided by Sellers or information publicly available about their Products, for which TUJJAR does not have the status of publisher. TUJJAR also publishes content on the Website, including thematic e-magazines, accessible online on the Website. The Visitor can subscribe to the e-magazines as well as, generally, to the TUJJAR newsletters, by filling in the form provided for this purpose on the Website.



3.2. PRODUCT SEARCH AND CREATION OF AN ACCOUNT OR REQUEST

The Website allows Visitors to search for Products, consult information related to these Products or to the Sellers and/or be referred to their website, depending on the functionalities offered on the Website.

If this functionality is available to the Seller concerned, the Website allows Visitors to make additional requests directly to the Seller concerning the Products likely to interest them.

To make a request, the Visitor must create an account or provide the identifying information required, according to the process featured on the Website.

The Visitor Member or Identified Visitor agrees to provide TUJJAR with accurate, faithful and up-to-date data, which does not infringe, in any way whatsoever, the rights of third parties, and to communicate to TUJJAR any necessary updating of the data communicated when signing up.

Once the Visitor Member has signed up, they will receive an account creation confirmation email from TUJJAR .

When creating an account, the Visitor Member must use a email address and password that are personal and confidential. The Visitor Member undertakes to ensure the confidentiality of his or her email address and password and will be liable for fraudulent use of this information due to a fault or negligence on their part. Any Visitor Member who has knowledge of a fraudulent use of their account details must inform TUJJAR as soon as possible.

The account allows the Visitor Member to benefit from additional functionalities accessible with the said account, for example to place Products among his or her "favorites" saved in his or her account, access requests made to Sellers, manage his or her subscriptions.

ARTICLE 4. VISITORS' OBLIGATIONS



When using the Website, each Visitor undertakes not to undermine public order and to comply with the laws and regulations in force and to respect the rights of third parties and the provisions of the TOU.

Notably, each Visitor must:

Behave in a fair and reasonable way with regard to TUJJAR, the Sellers and third parties;

Be honest and sincere in the information provided to TUJJAR and, where applicable, to Sellers and third parties;

Use the Website in full compliance with its purpose as outlined in the TOU;

Not divert the purpose of the Website in particular in order to commit crimes, misdemeanors or minor offenses punishable by the penal code or any other law;

Respect the privacy of third parties and the confidentiality of exchanges;

Respect the intellectual property rights of TUJJAR concerning the elements of the Website;

Not seek to undermine the meaning of Articles 323-1 and following of the French Penal Code on the systems of automated data processing implemented on the Website;

Not modify the information put online by TUJJAR or a Seller;

Not use the Website to send unsolicited messages on a massive scale (advertising or other);

Not release data that would diminish, disorganize, slow down or interrupt the normal operation of the Website.

ARTICLE 5. INTELLECTUAL PROPERTY

The brands, logos, slogans, graphics, photographs, animations, videos, software solutions and text and any other content on the Website are the exclusive intellectual property of TUJJAR or the Sellers and may not be reproduced, used or represented without express authorization subject to legal proceedings.



Any partial or total reproduction of the Website or its content by whatever means without the express prior authorization of the owner of the rights to said content is prohibited.

In particular, TUJJAR expressly prohibits:

The extraction, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content from its database to another medium, by any means and in any form whatsoever;

Reuse, by making all or a qualitatively or quantitatively substantial part of the database content available to the public, whatever the form;

The reproduction, extraction or reuse, by any means, of the Articles and more generally of the content listed on the Website.

The acceptance of the present TOU constitutes recognition by the Visitors of TUJJAR intellectual property rights and commitment to respecting them.

ARTICLE 6. RESPONSIBILITY

6.1. GENERAL PRINCIPLES

TUJJAR obligations are obligations of means.

TUJJAR undertakes to do everything in its power to ensure continuity of service and access to the Website 7 days a week, 24 hours a day. However, TUJJAR draws the attention of Visitors to the fact that current communication protocols via the Internet do not ensure the transmission of electronic exchanges (messages, documents, identity of the sender or recipient) in a certain and continuous manner.

TUJJAR declines all responsibility, in particular:

in the event that it is temporarily impossible to access the Website for technical maintenance operations or to update published information. Visitors acknowledge that TUJJAR cannot be held liable in the event of malfunctions or interruptions of said transmission networks;



in the event of virus attacks, illegal intrusion into an automated data processing system or incidents not due to a fault of TUJJAR or abnormal use or illegal exploitation of the Website by a Visitor or a third party;

with regard to the content of third party websites hypertext links on the Website lead to;

in the event of non-compliance with the present TOU attributable to the Visitors;

in the event of a delay or non-performance of its obligations, where the cause of the delay or non-performance is related to force majeure as defined in these TOU;

in the event of an extraneous cause not attributable to TUJJAR ;

in the event of any breach by the Visitor or the Seller in the direct relationship between the Visitor and the Seller, in which TUJJAR does not participate.

In any event, TUJJAR may only be held liable in the event of proven fault.

In the event of abnormal use or illegal exploitation of the Website, the Visitor is then solely responsible for damages caused to third parties and the consequences of claims or actions that could result from this.

6.2. HOSTING STATUS

Visitors acknowledge that TUJJAR has the status of host.

As such, TUJJAR reserves the right to remove any content it has been informed of and that it considers manifestly illegal within the meaning of this text

The notification of manifestly illegal content by a Visitor or any other third party must be made by email or by registered mail with acknowledgment of receipt and comply.

6.3. ONLINE PLATFORM OPERATOR

The listing of Products on our search engine is linked solely to the relevance of the product. The evaluation of this relevance is based on the level of similarity between the semantics of the search performed and the semantics of the definition/model/brand chain. A maximum of 3 products per brand will be listed for each search. If there is equal relevance, the Products of Sellers who have signed up



for an annual subscription with TUJJAR will be highlighted. Sellers are subject to TUJJAR General Sales Conditions and may be unlisted if they fail to comply with them.

ARTICLE 7. CANCELLATION

TUJJAR may terminate the Visitor Member's account in the event of the Visitor Member's breach of any of their obligations after prior notification has been unsuccessful.

Termination shall be without prejudice to any damages that may be claimed by TUJJAR from the Visitor Member for damages suffered as a result of such breaches.

TUJJAR may refuse the creation of an account or the sending of a request to any Visitor who has committed a breach of the TOU.

ARTICLE 8. GENERAL PROVISIONS

8.1. VALIDITY OF THE TOU

Any modification of the legislation or regulations in force, or any decision of a competent court invalidating one or more clauses of the TOU (non-essential) will not affect the validity of the TOU. Any such modification or decision shall in no case entitle the Visitors to disregard the TOU and/or their legal obligations.

8.2. MODIFICATION OF THE TOU

The TOU may be modified and updated by TUJJAR at any time, in particular to adapt to legislative or regulatory changes. In the event of refusal of the new TOU, the Visitor Member may terminate their account.

8.3. WAIVER

The failure of either party at any time to require strict execution by the other party of any provision or condition of the TOU shall not be deemed a definitive waiver of this provision or condition.



ARTICLE 9. LANGUAGE, APPLICABLE LAW AND DISPUTE RESOLUTION

9.1. LANGUAGE

Any translation of the TOU into a language other than ARABIC is given as an indication; only the ENGLISH version shall prevail.

Request to TUJJAR .

9.2. APPLICABLE LAW

The present TOU and, in general, the relations between the Visitor and TUJJAR are governed by SAUDI law.

When the Visitor is a consumer and resides in a Member State of the GCC area other than Saudi , the latter is informed that they also benefit, according to Saudi law.

9.3. DISPUTE RESOLUTION AND JURISDICTION

Prior to any legal recourse, negotiation in a spirit of good faith shall be privileged with the aim of reaching an amicable agreement in the event of any dispute relating to the Contract, including its validity.

If no amicable agreement is reached within one (1) month of one of the parties receiving written referral of the matter, each party shall regain its full freedom of action and right to appeal to a judge.

It is expressly recalled that requests for amicable settlement do not suspend the time limits for instituting legal proceedings.

Only the saudi courts within the jurisdiction of TUJJAR headquarters will be competent (this provision being applicable only to Visitors having the capacity of merchant in.

For More info. Contact Sales@supplier-sa.com