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**Sub-subcontract Agreement**

**CEER Electric Vehicle Manufacturing Facility  
Jeddah, Kingdom of Saudi Arabia**

**Sub-subcontract Works:**

**General Assembly Building: Firefighting Works**

**Subcontractor:**

**The Fundamental Installation for Electric Work Ltd.**

**Sub-subcontractor:**

**Company Daka Al-Najaz Al-Dhaki Ltd.**

Revision: 0  
Date: July 14, 2026



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### CEER ELECTRIC VEHICLE MANUFACTURING FACILITY SUB-SUBCONTRACT AGREEMENT

This Sub-subcontract Agreement number CEER - FirstFix - 033 is made and entered into in Jeddah on the 14<sup>th</sup> day of July, 2025:

Between

The Fundamental Installation for Electric Work Ltd. - a company organized and existing under the laws of the Kingdom of Saudi Arabia with commercial registration number 4030279152 whose address is at P.O. Box 8940, Jeddah 23423, Kingdom of Saudi Arabia - represented by Mr. Anas Zamzami - (hereinafter called the "Subcontractor" or the "First Party") of the one part

And

Company Daka Al-Najaz Al-Dhaki Ltd.- an Establishment organized and existing under the laws of the Kingdom of Saudi Arabia with commercial registration number 4650268900 whose address is at 3605, Al Madinah Al Monawara 42391, Kingdom of Saudi Arabia (hereinafter called the "Sub-subcontractor" or the "Second Party") of the other part.

Whereas the CEER National Automotive Company (the "Employer") has entered into an agreement with Modern Building Leaders Company (the Main Contract) for the construction for the CEER Electric Vehicle Manufacturing Facility in the Industrial Valley in Jeddah, Kingdom of Saudi Arabia (hereinafter the "Main Contract Works").

Whereas Modern Building Leaders Company (hereinafter the "Contractor") has entered into an agreement with the Subcontractor for various electromechanical works on the Project (the "Subcontract Agreement")

Whereas the Subcontractor is desirous the execution of the Firefighting Works at the General Assembly Building (the "Sub-subcontract Works")

Whereas the Sub-subcontractor has represented that it has the requisite qualifications and experience in carrying out the Sub-subcontract Works

Now therefore this Sub-subcontract Agreement witnesseth as follows:

This Sub-subcontract is effective as of the 14<sup>th</sup> day of July, 2025, between the Subcontractor, on the one hand, and the Sub-subcontractor, on the other hand, who hereby agree that all Work specified below shall be performed by the Sub-subcontractor understanding that the Subcontractor and the Sub-subcontractor are committed to safety health and the protection of the environment as core values reflected in all aspects of their operations. The Sub-subcontractor shall perform all Sub-subcontract Works in accordance with these principles and all the provisions of this Sub-subcontract Agreement, consisting of the following (the Sub-subcontract Documents):

- i. This Sub-subcontract Agreement
  - ii. Articles of Agreement
  - iii. Exhibit "A" [General Conditions]
  - iv. Exhibit "B" [Special Conditions]
  - v. Exhibit "C" [Measurement for Payment]
  - vi. Exhibit "D" [Scope of Work]
  - vii. Exhibit "E" [Drawings and Specifications]
  - viii. Exhibit "F" [Bill of Quantities]
  - ix. The Letter of Intent (if any).
1. Work to be Performed: The Sub-subcontractor shall perform the Sub-subcontract Works set out in Exhibit "D" [Scope of Work] such that the Work and the Project are fit for purpose, including without limitation furnishing all plant, labor, tools, transportation, supervision; technical, professional, administrative and other services; supervision of all personnel, and performing all required and necessary operations for the:

#### General Assembly Building

The Work shall include any other things of a permanent or temporary nature reasonably associated with the Sub-subcontract Works, whether the need for their provision is explicitly stated in the Sub-subcontract Agreement or can be reasonably deduced therefrom, and shall further include all necessary supervision during and after execution of the Sub-subcontract Works and to the extent Subcontractor deems necessary for the sound and accurate fulfillment of Sub-subcontractor's contractual commitments.

The Sub-subcontract Works comprise a part of the services to be provided by the Subcontractor to the Contractor at or near the Site. Notwithstanding anything to the contrary in this Sub-subcontract, the Sub-subcontractor acknowledges that any breach of this Sub-subcontract may result the Subcontractor's being in breach of its agreement with the Contractor and may - without limitation - lead to termination of the Subcontract Agreement. Accordingly, Sub-subcontractor agrees that the costs, losses, expenses, and liabilities of Subcontractor arising in relation to such are an



- appropriate component of Subcontractor's damages in any claim against Subcontractor for breach of this Sub-subcontract Agreement.
2. Time for Completion and Schedule. The Sub-subcontract Works shall be performed and completed in accordance with the dates set forth in Article 9 titled *(Time for Completion)* of the Articles of Agreement
  3. Compensation. As full consideration for the satisfactory performance by the Sub-subcontractor of the Sub-subcontract Works and fulfillment of any other obligations under this Sub-subcontract Agreement, the Subcontractor shall pay to the Sub-subcontractor compensation in accordance with the prices set forth in Exhibit "C" and the payment provisions of this Sub-subcontract Agreement.
  4. This Sub-subcontract Agreement embodies the entire agreement between the Subcontractor and the Sub-subcontractor and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein.

In witness whereof, both parties have signed this Sub-subcontract Agreement of two pages in two originals (one kept with the Subcontractor and the other one kept with the Sub-subcontractor) duly signed by the authorized representatives of the parties on the day and year before written.

**First Party**

The Fundamental Installation for Electric Work Ltd.

Name. Mr. Anas Abdullah Zamzami

Signature

Date:

Witness

Name

Address:

Date

**Second Party**

Company Daka Al-Najaz Al-Dhaki Ltd.

Name Mr Abdelmonim Khalil

Signature:

Date

Witness

Name

Address.

Date



## ARTICLES OF AGREEMENT

- Article 1 Sub-subcontractor's Obligations**  
The Sub-subcontractor shall carry out and complete the Sub-subcontract Works in accordance with the Sub-subcontract Documents. The detailed scope of work is available at Exhibit "D" [Scope of Work].
- Article 2 Sub-subcontract Sum**  
The Subcontractor shall pay to the Sub-subcontractor at the times and in the manner specified in the General Conditions the VAT-inclusive sum of Saudi Arabian Riyal One Million Four Thousand Seven Hundred Thirty-Three [SAR 1,004,733] or such other sum as becomes payable in accordance with the Sub-subcontract Documents ("the Sub-subcontract Sum").
- Article 3 Performance Security**  
No Applicable
- Article 4 Advance Payment**  
Not Applicable
- Article 5 Retention**  
Payments to the Sub-subcontractor shall be subject to a retention of ten percent (10%).
- Article 6 Free Issue Material**  
The Subcontractor shall provide the material related to the Scope of Works mentioned in this Sub-subcontract Agreement free of charge – the "free-issue materials" – in accordance with the details stated in the Specification.  
The Subcontractor shall, at his risk and cost, provide quantities of these materials at the time and place as notified in writing by the Sub-subcontractor (by giving a seven-day).  
The Sub-subcontractor shall then visually inspect material and shall promptly give notice to the Subcontractor of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Subcontractor shall immediately rectify the notified shortage, defect or default.  
After this visual inspection, the free-issue materials shall come under the care, custody and control of the Sub-subcontractor. The Sub-subcontractor's obligations of inspection, care, custody and control shall not relieve the Subcontractor of liability for any defect or default not apparent from a visual inspection.  
Any damage to the free-issue materials shall be replaced at the Sub-subcontractor's cost.
- Article 7 Attendance**  
The Subcontractor shall provide the following free of charge to the Subcontractor:  
i. Water for the staff  
ii. Electricity
- Article 8 Date for Commencement**  
The date for commencement of the Sub-subcontract Works on Site will be on July 14, 2025.
- Article 9 Time for Completion**  
The time for completion of the Installation and Handing-over of the Sub-subcontract Works (the "Time for Completion") shall be before September 14, 2025.
- Article 10 Delay in Time for Completion**  
If the Sub-subcontractor fails to comply with the Time for Completion, the Sub-subcontractor shall pay to the Subcontractor the amount of Saudi Arabian Riyal Ten Thousand Forty-Seven (SAR 10,047) per day as liquidated damages and not as a penalty for every day of delay. The limit for liquidated damages is ten percent (10%) of the Sub-subcontract Sum.
- Article 11 Arbitration**  
Any dispute or difference between the Parties arising out of or in connection with this Sub-subcontract, shall be referred to arbitration in accordance with Sub-Clause 21.2 of Clause 21 [Settlement of Disputes].
- Article 12 Legal proceedings**  
The courts of the Kingdom of Saudi Arabia shall have jurisdiction over any dispute or difference between the Parties which arises out of or in connection with this Sub-subcontract.

**Exhibit "A" [General Conditions]**

**1 Definitions**

Unless the context otherwise requires or the Sub-subcontract Agreement or these General Conditions specifically provide otherwise, words and phrases defined in the Sub-subcontract Agreement shall have the same meanings in these General Conditions and the following words and phrases, where they appear in capitalized form in the Sub-subcontract Agreement or these General Conditions, shall have the meanings stated or referred to below:

**Agreement:** the Sub-subcontract Agreement including the Sub-subcontract Documents which are annexed to it

**Conditions:** Clauses 1 to 21 of these General Conditions, together with and including the Special Conditions

**Main Contract:** as defined in the Sub-subcontract Agreement.

**Pricing Documents:** the document(s) identified as such under Exhibit "C" [Quantities, Pricing and Data]

**Project Manager:** means Ghafari Associates the entity identified in the Subcontract Agreement to act on behalf of the Employer in accordance with the Subcontract and the person that is appointed as acting as the authorized representative of such entity to act in that capacity and such authorized representative's designee(s), any replacement for such entity as may be notified by the Contractor to the Subcontractor from time to time.

**Site:** means the places where the Sub-subcontract Works are to be executed.

**Specified Day:** seven (7) days after the end of each month.

**Sub-subcontract Documents:** see Sub-subcontract Agreement.

**Sub-subcontract Works:** see Sub-subcontract Agreement, as varied (where applicable) under Clause 12 [Variations].

**2 Agreement to be Read as a Whole**

The Agreement and the Sub-subcontract Documents annexed to it are to be read as a whole. Nothing contained in any other Sub-subcontract Document shall override or modify the Agreement or these General Conditions.

**3 Headings, References to Persons, Legislation etc.**

In the Agreement and these General Conditions, unless the context otherwise requires.

3.1 the headings are included for convenience only and shall not affect the interpretation of this Sub-subcontract;

3.2 the singular includes the plural and vice versa;

3.3 a gender includes any other gender;

3.4 a reference to a "person" includes any individual, firm, partnership, company and any other body corporate; and

3.5 a reference to a statute, statutory instrument or other subordinate legislation ("legislation") is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification, and including corresponding legislation in any other relevant part of the Kingdom of Saudi Arabia.

**4 Reckoning Periods of Days**

Where under this Agreement an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include Fridays or public holidays that day shall be excluded.

**6 Rights of Third Parties**

Nothing in this Agreement confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.

**6 Giving or Service of Notices and Other Documents**

6.1 A notice or other document may be served by any effective means.

6.2 A notice or other document shall be treated as effectively served if it is addressed, pre-paid and delivered by post:

6.2.1 to the addressee's last known principal residence, or, if he is or has been carrying on a trade or business, his last known principal business address, or

6.2.2 where the addressee is a body corporate, to the body's registered or principal office.

**7 Sub-subcontractor's Obligations**

- 7.1 The Sub-subcontractor shall not make any assignment of the benefit of this Sub-subcontract nor sub-contract any of the Sub-subcontract Works, without the Subcontractor's written consent.
- 7.2 The Sub-subcontractor shall comply with and give all notices required by, any statute, any statutory instrument, rule or order or any regulation or bye-law applicable to the Sub-subcontract Works and to the extent required by the Sub-subcontract Documents, pay any fees and charges payable in respect of the Sub-subcontract Works.
- 7.3 The Sub-subcontractor shall secure food, accommodation and transportation for his staff at the Project Site.

**8 Sub-subcontractor's Knowledge of the Subcontract**

- 8.1 The Sub-subcontractor shall be deemed to know the provisions of the Subcontract insofar as they apply to the Sub-subcontract Works (other than details of the Subcontractor's pricing). The Subcontractor shall, if so requested by the Sub-subcontractor, provide to the Sub-subcontractor a copy of the Subcontract (omitting details of the Subcontractor's pricing).
- 8.2 The Sub-subcontractor shall carry out and complete the Sub-subcontract Works so that no act or omission of the Sub-subcontractor shall result in any breach of contract by the Subcontractor.
- 8.3 The Sub-subcontractor shall perform the obligations and assume the liabilities of the Subcontractor under the Subcontract to the extent that such obligations and liabilities relate to the Sub-subcontract Works.

**9 Commencement and Completion**

- 9.1 The Sub-subcontractor shall, as mentioned in Article 8 [Date for Commencement], commence the Sub-subcontract Works on Site.
- 9.2 Subject to the commencement of the Sub-subcontract Works in accordance with Sub-clause 9.1 and subject to the provisions of Clause 13, the Sub-subcontractor shall
- 9.2.1 proceed with the Sub-subcontract Works regularly and diligently and reasonably in accordance with the progress of the Subcontract Works and the Main Contract Works; and
- 9.2.2 achieve practical completion of the Sub-subcontract Works within the Time for Completion.
- 9.3 The Subcontractor shall determine and notify the Sub-subcontractor in writing of the date when the Sub-subcontract Works are practically complete.
- 9.4 The Subcontractor shall, if he is so notified, notify the Sub-subcontractor in writing as soon as reasonably practicable of the date of practical completion and of the date of the expiry of the rectification period under the Main Contract.
- 9.5 The Subcontractor shall notify the Sub-subcontractor of any defects that appear in the Sub-subcontract Works during the rectification period of the Main Contract Works and the Sub-subcontractor shall, at the Sub-subcontractor's expense, make good such defects within a reasonable time from notification.

**10 Site Working and Access**

**10.1 Working Hours**

The Sub-subcontractor shall observe the working hours of the Subcontractor unless otherwise agreed, and shall comply with all rules and regulations governing the execution of the Sub-subcontract Works, the arrival at and the departure from the Site.

**10.2 Access to Site**

The Subcontractor shall, from time to time, make available to the Sub-subcontractor so much of the Site and such access as may be required to enable the Sub-subcontractor to proceed with the execution of the Sub-subcontract Works with due dispatch. The Subcontractor shall not be bound to make available exclusively to the Sub-subcontractor any part of the Site.

**10.3 Work Areas**

The Sub-subcontractor shall confine its operation to the work area designated by the Subcontractor. Should the Sub-subcontractor find it necessary or advantageous to use any additional off-site area for any purpose whatsoever, the Sub-subcontractor shall, at its expense, provide and make its own arrangements for the use of such additional off-site areas and shall provide written notice to the Subcontractor describing the location and identifying the operations being performed there.

**10.4 Security and Lighting**

The Sub-subcontractor shall at its own expense install temporary work fences when necessary for the safety of laborers, the public and for the protection of the Sub-subcontract Works.

Additionally, the Sub-subcontractor shall provide at its own expense all illumination, guarding, additional fencing and surveillance at the times and places directed by the Subcontractor, the Contractor, the Employer, or any public authority for the protection of the Main Contract Works, for ensuring public safety.



or security, or for any other reasonable purpose.

When any work is performed at night or where daylight is obscured, the Sub-subcontractor shall, at its expense, provide artificial light sufficient to permit the Sub-subcontract Works to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of Sub-subcontract works shall also be clearly illuminated.

#### 10.5 Cleaning Up

The Sub-subcontractor shall, at all times, keep its work areas in a neat, clean and safe condition, failing to do so the Subcontractor shall undertake this obligation at the Sub-subcontractor's expense.

Upon completion of any portion of the Sub-subcontract Works, the Sub-subcontractor shall promptly remove from the work area all its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of the Sub-subcontract Works.

Upon completion of the Sub-subcontract Works and prior to final payment, the Sub-subcontractor shall at its expense evacuate the Site, satisfactorily dispose of all rubbish, leave the premises in a neat, clean and safe condition, failing to do so the Subcontractor shall accomplish the same at the Sub-subcontractor's expense.

#### 10.6 Environmental Requirements

Throughout performance of the Sub-subcontract Works, the Sub-subcontractor shall have in place an environmental management system that meets the requirements of ISO 14001 (*Environmental Management System (EMS)*) Standard at the latest version and shall conduct all operations in such a way as to minimize impact upon the natural environment and prevent any spread or release of contaminated or hazardous substances/materials.

#### 11 Subcontractor's Directions

- 11.1 The Subcontractor may issue written directions which the Sub-subcontractor shall forthwith carry out.
- 11.2 If directions are given orally, they shall, within 2 working days, be confirmed in writing by the Subcontractor.
- 11.3 Except as provided in Clause 12, the Sub-subcontractor shall not be entitled to any additional payment in respect of the Subcontractor's directions.
- 11.4 If within 5 days after receipt of a written notice from the Subcontractor requiring compliance with a direction, the Sub-subcontractor does not comply, then the Subcontractor may employ and pay other persons to carry out the work and all additional costs incurred shall be due to the Subcontractor.

#### 12 Variations

- 12.1 The Sub-subcontractor shall carry out any reasonable variation of the Sub-subcontract Works or changes in the order or manner in which they are to be carried out that is directed in writing by the Subcontractor ("Variation").
- 12.2 The Subcontractor and the Sub-subcontractor shall endeavour to agree a price prior to the Sub-subcontractor carrying out the direction.
- 12.3 Failing agreement under Clause 12.2, Variations shall be valued by the Subcontractor on a fair and reasonable basis, with reference, where available and relevant to rates and prices in the Pricing Documents, and such valuation shall also include any direct loss and/or expense incurred by the Sub-subcontractor due to the regular progress of the Sub-subcontract Works being affected by compliance with any variation, provided that the Sub-subcontractor notifies the Subcontractor as soon as reasonably practicable that it has been incurred.
- 12.4 The Sub-subcontractor shall not make any alteration to the Sub-subcontract Works, other than as directed pursuant to Clause 12.1.

#### 13 Extension of Time

- 13.1 If the Sub-subcontractor is delayed in completing the Sub-subcontract Works within the Time for Completion by the ordering of any variation of the Sub-subcontract Works or for other reasons beyond the control of the Sub-subcontractor, the Sub-subcontractor shall notify the Subcontractor in writing and the Subcontractor shall make such extension of time (if any) as is reasonable.
- 13.2 The Sub-subcontractor shall constantly use his best endeavours to prevent or minimise any delay in the progress of the whole or any part of the Sub-subcontract Works.

#### 14 Permits and Taxes

- 14.1 Except as otherwise specified, the Sub-subcontractor shall procure and pay for all permits (including without limitation any work permits, visas or other immigration-related documentation required by personnel performing any portion of the Sub-subcontract Works), licenses and certifications required for the performance of the Sub-subcontract Works, and other applicable governing authority requirements and inspections applicable to the Sub-subcontract Works, other than inspections performed by the

Subcontractor, the Contractor or the Employer.

- 14.2 The Sub-subcontractor shall pay all taxes, levies, duties and assessments of every nature due in connection with the Sub-subcontract Works including, without limitation, Zakat and social insurance contributions, and shall make any and all payroll deductions and withholdings required by applicable law. The Sub-subcontractor shall defend, indemnify and hold harmless the Subcontractor from and against any liabilities related to any and all such taxes, levies, duties, assessments, deductions and withholdings.

**15 Payment Due, Payment Withheld or Deferred**

- 15.1 The Sub-subcontractor shall submit to the Subcontractor, 7 days after the end of each month (the "Specified Day"), 7 copies of a statement, in such form as the Subcontractor may from time to time prescribe (the "Statement"), showing the amounts to which the Sub-subcontractor considers himself to be entitled up to the end of such month in respect of:

- (a) the value of the Sub-subcontract Works executed;
- (b) any other items in the Sub-subcontract Bill of Quantities;
- (c) the percentage of the Invoice value of listed materials, all as stated in the Articles of Agreement, if any, and plant delivered by the Sub-subcontractor on the Site for incorporation in the Sub-subcontract Works but not incorporated in such Works;
- (d) any other sums to which the Sub-subcontractor may be entitled under the Subcontract or otherwise.

The value of work done shall be calculated in accordance with the rates and prices specified in the Sub-subcontract, but if there are no such rates and prices, or if they are inappropriate or inapplicable, then such values shall be such as is fair and reasonable.

- 15.2 Within 30 days of the Specified Day or otherwise as agreed but subject as hereinafter provided, the amounts included in a Statement shall be due and payable to the Sub-subcontractor, subject to deduction of previous payments and of retention monies at the rate specified in the Articles of Agreement until such time as the limit of retention money therein specified has been reached.

- 15.3 The Subcontractor shall be entitled to withhold or defer payment of all or part of any sums otherwise due pursuant to the provisions hereof where:

- (a) the amounts included in any Statement together with any sums to which the Sub-subcontractor might otherwise be entitled in the opinion of the Subcontractor, but after all retentions and deductions, are less in the aggregate than the minimum amount (if any) stated in the Article of Agreement;
- (b) the amounts included in any Statement together with any other sums which are the subject of an application by the Sub-subcontractor under the Sub-subcontract but after all retentions and deductions, are insufficient in the aggregate to justify the issue of a payment certificate under the Sub-subcontract;
- (c) the amounts included in any Statement are not certified in full by the Project Manager, providing such failure to certify is not due to the act or default of the Sub-subcontractor;
- (d) the Subcontractor has included the amounts set out in the Statement in his own statement in accordance with the Subcontract and the Project Manager has certified but the Employer has failed to make payment in full to the Contractor in respect of such amounts, providing such failure is not due to the act or default of the Sub-subcontractor, or
- (e) a dispute arises or has arisen between the Sub-subcontractor and the Subcontractor and/or the Contractor and the Employer involving any question of measurement or quantities or any other matter included in any such Statement.

Any payment withheld under the provisions of paragraphs (c), (d) or (e) above shall be limited to the extent that the amounts in any Statement are not certified, not paid by the Employer or are the subject of a dispute, as the case may be.

- 15.4 In the event of the Subcontractor withholding or deferring any payment he shall notify the Sub-subcontractor of his reasons therefor as soon as is reasonably practicable but not later than the date when such payment would otherwise have been payable.

- 15.5 The provisions of paragraphs (a) and (b) of this Sub-Clause with regard to the time for payment shall not apply to the amounts in any Statement by the Sub-subcontractor which are included in the Subcontractor's Final Statement to the Contractor under the provisions of the Main Contract. In respect of any such amounts payment shall be due 21 days after receipt by the Subcontractor of any payment which includes a sum in respect of such amounts.

- 15.5 Notwithstanding the terms of this Sub-Clause or any other Sub-Clause of the Sub-subcontract no amount shall be due and payable to the Sub-subcontractor until the performance security has been provided by the Sub-subcontractor and approved by the Subcontractor.



**16 Payment of Retention Money**

The Retention percentage mentioned in Article (5) of this Sub-subcontract Agreement shall be deducted from each approved Interim Payment as Retention Money. Fifty Percent (50%) of the Retention Money shall be paid upon successful handing over of the Works; the remaining Fifty Percent (50%) of the Retention Money shall be paid to Subcontractor upon issuance of Completion Certificate by the Employer to the Contractor (following the expiry of the Defects Liability Period or any extension thereto). The Defects Liability period shall be Twenty-Four (24) months from preliminary handing over to the Employer of the Project or any extension thereto. The aggregate Defects Liability Period for repaired or replaced parts or components shall not extend beyond Three (3) years.

**17 Payment of Sub-subcontract Price and Other Sums Due**

Within 84 days after the Sub-subcontractor has finally performed his obligations under Clause 7 [Sub-subcontractor's Obligations] or within 14 days after the Subcontractor has recovered full payment under the Subcontract in respect of the Subcontract Works, whichever is the sooner, and provided that 35 days have expired since the submission by the Sub-subcontractor of his statement of final account to the Subcontractor, the Subcontractor shall pay to the Sub-subcontractor the Sub-subcontract Price and any additions to or deductions from such sum as are provided for in the Sub-subcontract, or are otherwise payable in respect thereof, less such sums as have already been received by the Sub-subcontractor on account.

**18 Suspension**

18.1 If the Subcontractor fails to pay the sum payable to the Sub-subcontractor in accordance with Clause 15 (together with any VAT properly chargeable in respect of such payment) by the final date for payment and the Sub-subcontractor gives a written notice of his intention to suspend the performance of his obligations under this Sub-subcontract and the grounds for doing so, then, if the Subcontractor's failure to make payment continues for 7 days after the giving of that notice, the Sub-subcontractor may suspend performance of any or all of those obligations until payment is made in full.

18.2 Where the Sub-subcontractor exercises his right of suspension under Sub-clause 18.1, he shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by him as result of exercising the right.

18.3 Applications in respect of any such costs and expenses shall be made to the Subcontractor and the Sub-subcontractor shall with his application or on request submit such details of them as are reasonably necessary for ascertaining the amount in question.

**19 Termination - Breach or Insolvency**

Each Party (the terminating Party) shall be entitled by written notice to the other Party to terminate the Sub-subcontractor's employment under this Sub-subcontract forthwith if the other Party at any time:

19.1 is in material breach of his obligations under this Sub-subcontract which he fails to rectify within 7 days of a written warning from the terminating Party specifying the breach and requiring that it be remedied within that period; or

19.2 is insolvent. For the purposes of this Sub-clause 19.2, a person becomes insolvent on:

19.2.1 the making of an administration, bankruptcy or winding-up order against him, appointment of an administrative receiver, receiver or manager of his property, his passing of a resolution for voluntary winding-up without declaration of solvency;

19.2.2 entering into an arrangement, compromise or composition in satisfaction of his debts (excluding a scheme of arrangement as a solvent company for the purposes of amalgamation or reconstruction); or

19.2.3 (in the case of a partnership) each partner being the subject of an individual arrangement or any other event or proceedings referred to in this clause 19.2.

In the event of such termination the Sub-subcontractor shall immediately leave the Site and the terminating Party shall be entitled to recover from the other Party the amount of any resultant loss, damage and/or expense incurred by the terminating Party which he would not have incurred had this Sub-subcontract been duly performed in full.

**20 Termination of the Subcontract**

20.1 If the Subcontractor's employment under the Subcontract is terminated, the Sub-subcontractor's employment under this Sub-subcontract shall thereupon terminate and the Subcontractor shall immediately notify the Sub-subcontractor. The Sub-subcontractor shall immediately leave the Site.

20.2 If the Subcontractor's employment under the Subcontract is terminated for any reason other than in consequence of any breach of this Sub-subcontract by the Sub-subcontractor:

20.2.1 the Sub-subcontractor shall be entitled to be paid the value of the Sub-subcontract Works properly carried out and the reasonable cost of removal from the Site, less sums already paid. Except as provided for in



clause 20 2 2 the Sub subcontractor shall not be entitled to loss of profit,

20 2 2 in addition to any sums payable under Sub-clause 20 2 1, the Sub-subcontractor shall be entitled to be paid any direct loss and/or damage caused to the Sub-subcontractor as a result of the termination of his employment under subcontract that arises because of the Contractor's or the Subcontractor's insolvency or either the Contractor or the Subcontractor having an administrator or administrative receiver appointed or having a winding-up order or the like made against him or because of the Contractor's or the Subcontractor's default (other than in consequence of any breach of this Sub-subcontract by the Sub-subcontractor)

## 21 Settlement of Disputes

21 1 If a dispute or difference arises under this Sub-subcontract every attempt should be exhausted to resolve the dispute by direct negotiations between the signatories to the Sub-subcontract Agreement within a period of thirty (30) days, or any other duration agreed between the Parties, from the date a party serves a notice of dispute.

21 2 Failing resolution by direct negotiations within sixty (60) days from the dispute notice, a party may serve on the other party a notice of arbitration.

21 2 1 The date on which the notice of arbitration is served shall be regarded as the date on which the arbitral proceedings are commenced.

21 2 2 The sole arbitrator shall be an individual agreed by the Parties within 14 days of the date of service of the notice of arbitration or, in the absence of agreement within that period, appointed in accordance with the Arbitration Rules of the Saudi Center for Commercial Arbitration.

21 2 3 The seat of arbitration shall be Jeddah, Saudi Arabia, and the language of arbitration shall be English.

21 3 Continuation of the Sub-subcontract Works. In case of a dispute and until a final award is issued, the Sub-subcontractor shall continue to perform all of the Sub-subcontract Works diligently and in accordance with this Sub-subcontract.

21 4 Urgent Relief. Nothing in these conditions prevents court proceedings being issued for urgent injunctive relief.



**Exhibit "B" [Special Conditions]**

- 1 Collaborative working**  
 The Parties shall work with each other and with other project team members in a co-operative and collaborative manner, in good faith and in a spirit of trust and respect. To that end, each shall support collaborative behavior and address behavior which is not collaborative.
- 2 Coordination**
  - 2.1 Sub-subcontractor has the affirmative duty of coordination with other sub-subcontractors. The Sub-subcontractor shall carry the Sub-subcontract Works in a state of forwardness promptly, efficiently, and at a speed as determined by Subcontractor and that will not damage, delay or interfere with the Subcontractor or other sub-subcontractors
  - 2.2 The Sub-subcontractor shall immediately notify the Subcontractor of lack of progress on the part of other sub-subcontractors
  - 2.3 The Sub-subcontractor shall provide coordination drawings, as required. Interference due to lack of complete coordination will be the responsibility of each sub-subcontractor. Potential conflicts, delays and quality concerns must be aggressively pursued by the Sub-subcontractor with the other sub-subcontractors before they affect the progress of the Sub-subcontract Works.
  - 2.4 The Sub-subcontractor shall make no claim for damage against the Subcontractor arising out of such other work or interference to the Sub-subcontractor resulting therefrom.
  - 2.5 Damage to Other Sub-subcontractors. If through the acts of neglect of the Sub-subcontractor, any other sub-subcontractor shall suffer loss or damage, the Sub-subcontractor agrees to settle directly with such other sub-subcontractor. If such other sub-subcontractor shall assert a claim against the Subcontractor on account of any damage the Subcontractor shall notify the Sub-subcontractor who shall indemnify and hold harmless the Subcontractor against such claim.
- 3 Health and Safety**
  - 3.1 Without limiting either Party's statutory and/or regulatory duties and responsibilities and/or the specific health and safety requirements of this Sub-subcontract, the Parties will endeavor to establish and maintain a culture and working environment in which health and safety is of paramount concern to everybody involved with the project.
  - 3.2 In addition to the specific health and safety requirements of this Sub-subcontract, the Sub-subcontractor undertakes to
    - 3.2.1 comply with any and all approved codes of practice produced or promulgated by the Saudi health and safety regulations.
    - 3.2.2 ensure that all personnel engaged by the Sub-subcontractor and members of the Sub-subcontractor's supply chain on site receive appropriate site-specific health and safety induction training and regular refresher training;
    - 3.2.3 ensure that all such personnel have access at all times to competent health and safety advice.
- 4 Cost Savings and Value Improvement**
  - 4.1 The Sub-subcontractor shall provide details of his proposed changes, identifying them as suggested under this Special Condition 4, together with his assessment of the benefit he believes the Employer may obtain, expressed in financial terms, and a quotation.
  - 4.2 Original proposals by the Sub-subcontractor under this Special Condition 4 may only be directed by the Subcontractor in accordance with 4, provided always that nothing shall prevent the Employer from utilizing other contractors to implement such changes after practical completion of the Main Contract Works
  - 4.3 The Sub-subcontractor shall be aware that any damage and/or squandering exceeding ten percent (10%) of the quantities of the materials supplied by the Subcontractor, if any, shall be back-charged to the Sub-subcontractor.
- 5 Sustainable Development and Environmental Considerations**
  - 5.1 The Sub-subcontractor is encouraged to suggest economically viable amendments to the works which, if directed as a variation, may result in an improvement in environmental performance in the carrying out of the works or of the completed works.
  - 5.2 The Sub-subcontractor shall provide to the Subcontractor all information that he reasonably requests regarding the environmental impact of the supply and use of materials and goods which the Sub-subcontractor selects.



**6 Performance Indicators and Monitoring**

- 6.1 The Subcontractor shall monitor and assess the Sub-subcontractor's performance by reference to any performance indicators stated or identified in the Sub-subcontract Documents.
- 6.2 The Sub-subcontractor shall provide to the Subcontractor all information that he may reasonably require to monitor and assess the Sub-subcontractor's performance against the targets for those performance indicators.
- 6.3 Where the Subcontractor considers that a target for any of those performance indicators may not be met, he may inform the Sub-subcontractor who shall submit his proposals for improving his performance against that target to the Subcontractor.

**7 Notification and Negotiation of Disputes**

With a view to avoidance or early resolution of disputes or differences each Party shall promptly notify the other of any matter that appears likely to give rise to a dispute or difference. The senior executives shall meet as soon as practicable for direct, good faith negotiations to resolve the matter.



**Exhibit "C" [Measurement for Payment]**

**1 Sub-Subcontract Sum**

- 1.1 The Subcontractor shall pay to the Sub-subcontractor at the times and in the manner specified in the General Conditions the VAT-inclusive Re-Measurable of Saudi Arabian Riyal One Million Four Thousand Seven Hundred Thirty-Three [SAR 1,004,733] or such other sum as becomes payable in accordance with the Sub-subcontract Documents ("the Sub-subcontract Sum").
- 1.2 The approximate Sub-subcontract Price is based on the unit rates provided in the priced Bill of Quantities included in Exhibit "F". The prices shall be firm and fixed for the entire duration of the Sub-subcontract (including any extension thereto) irrespective of the actual quantities.
- 1.3 The Bill of Quantity set out in Exhibit "F" (enclosed with Sub-subcontractor's Quotation received on July 13, 2025)
- 1.4 The Subcontractor shall pay the Sub-subcontractor the Sub-subcontract Price based on monthly progress invoices

**2 Works to be Measured**

The Sub-subcontract Works shall be measured and valued for payment, in accordance with the following. Whenever the Subcontractor requires any part of the Sub-subcontract Works to be measured, reasonable notice shall be given to the Sub-subcontractor representative, who shall

- (a) promptly either attend or send another qualified representative to assist the Subcontractor in making the measurement, and
- (b) supply any particulars requested by the Sub-subcontractor.

If the Sub-subcontractor fails to attend or send a representative, the measurement made by (or on behalf of) the Subcontractor shall be accepted as accurate

**3 Evaluation**

The Contractor shall evaluate each item of work, applying the measurement agreed or determined in accordance with the above Article 2 above and the appropriate rate or price for the item specified for such item in the Bill of Quantity Budget

**4 Payment Application**

Within thirty (30) days following award, the Subcontractor shall arrange a meeting with the Sub-subcontractor to agree on the format of the application for payments, including the measurement of progress and associated payments. The form of applications of payments shall be in the format and in the level of detail required by the Subcontractor.

**5 Adjustments for Changes in Cost**

All prices are firm and fixed for the duration of the Sub-subcontract and are not subject to escalation for any cause. Payment of the total Sub-subcontract Price shall constitute full payment for performance of the Work and covers all costs of whatever nature incurred by Sub-subcontractor in accomplishing the Work in accordance with the provisions of this Sub-subcontract.

The Sub-subcontractor shall maintain all work in progress until it is accepted. The Sub-subcontractor shall repair, rework or replace as necessary any work damaged or lost due to normal wear and tear, anticipated events, or conditions within its control. No separate payment shall be made for such maintenance costs which are deemed included in the original Sub-subcontract Price. Any failure to maintain the Work shall be considered a defect.



**Exhibit "D" [Scope of Work]**

- 1 Method Statement**
  - i. Prior to commencement of the Sub-subcontract Works, the Sub-subcontractor shall prepare a detailed method statement for the Installation and Handing-over of the Firefighting Works and all the accompanying accessories.
  - ii. The method statement should make reference to the testing standards specified in the specifications; alternatively, reference should be made to recognized standards such as the National Environmental Balancing Bureau (NEBB)
- 2 Shop Drawings**

Not Applicable
- 3 Unloading of Material**

The Subcontractor shall be responsible for unloading all material – whether at the storage yard or the General Assembly Building – using his own crane.
- 4 Equipment**

The Subcontractor shall secure all the required equipment, scaffolding and plants necessary for the installation.
- 5 Supply and Installation**
  - i. The Sub-Subcontractor shall supply and execute a mock-up of the Sub-subcontract works to the approval of the Project Management.
  - ii. The Sub-subcontractor shall install the material – using his own tools, and access platforms – supplied by the Subcontractor as Free Issue Material.





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**Exhibit "E" [Drawings and Specifications]**

- 1 **Drawings**  
To be provided by the Project Management
- 2 **Specifications**  
The Sub-subcontractor shall stick to the specifications and Project Requirements in performing the Sub-subcontract's Works





**First Fix**  
شركة التأسيس الكهربائي المحدودة

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Exhibit "F" [Bill of Quantities]



**CEER Electric Vehicle Manufacturing Facility Project**  
**Bill of Materials - Firefighting Works**

ITEM	Description	Unit	Qty	Unit Rate (SAR)	Total Price (SAR)
<b>DIVISION 21 - FIRE SUPPRESSION</b>					
211000	<b>Water-Based Fire Suppression Systems</b>				
211219	<b>FIRE CABINETS AND EQUIPMENT</b> The work shall be as specified, as shown on the drawings and specifications, and in accordance with NFPA & Civil defense requirements.				
A	<b>PORTABLE EXTINGUISHER</b>				
1	Fire extinguisher - ABC Dry powder 6kg	set	60.00	36.00	1,800.00
211313	<b>WET PIPE SPRINKLER SYSTEMS</b>				
A	<b>Galvanized steel pipe Class 150 SCH40</b> Grooved connection Fitting				
	Grooved connection Fitting 50 mm and larger. Threaded Fittings for pipe size less than 50 mm work includes all fittings such as elbows, tees, bends, unions, reducers. The item includes hangers and other supports for pipes as needed. This item includes all required to finalize the work as specified and in accordance with NFPA & fire department regulations for the following nominal diameters				
1	ø26 mm	m	2,397.00	14.40	34,516.80
2	ø32 mm	m	2,064.00	18.00	37,152.00
3	ø40 mm	m	2,551.00	20.16	51,428.16
4	ø50 mm	m	2,550.00	26.00	66,300.00
5	ø65 mm	m	3,500.00	48.80	162,800.00
6	ø80 mm	m	2,900.00	57.60	167,040.00
	Carried to the Page Collection				
A	<b>Galvanized steel pipe Class 150 SCH40 (cont'd)</b>				
7	ø100 mm	m	1,250.00	68.40	85,500.00
8	ø150 mm	m	352.33	87.20	30,723.82
9	ø200 mm	m	358.00	129.60	46,436.80
10	ø250 mm	m	5.00	182.00	910.00
11	ø300 mm	m	314.00	194.40	61,041.60
B	<b>SPRINKLERS</b>				
1	UPRIGHT TYPE SPRINKLER HEAD, STANDARD RESPONSE, K=11.2, 74 C, 20 NPT, PLAIN BRASS FINISH.	No	885.00	11.48	10,159.80
2	PENDENT TYPE SPRINKLER HEAD, STANDARD RESPONSE, K=11.2, 74 C, 20 NPT, PLAIN BRASS FINISH.	No	101.00	11.48	1,159.48
3	UPRIGHT TYPE SPRINKLER HEAD, STANDARD RESPONSE, K=5.6, 74 C, 15 NPT, PLAIN BRASS FINISH.	No	129.00	11.48	1,480.92
4	PENDENT TYPE SPRINKLER HEAD, STANDARD RESPONSE, K=5.6, 74 C, 15 NPT, PLAIN BRASS FINISH.	No	685.00	11.48	7,863.80
5	PENDENT TYPE SPRINKLER HEAD, EFSR, K=25.2, 74 C, 25 NPT, CHROME FINISH.	No	0.00	11.48	
6	PENDENT TYPE SPRINKLER HEAD, STANDARD RESPONSE, K=11.2, 74 C, 20 NPT, PLAIN BRASS FINISH.	No	0.00	11.48	
C	Four-Way connection connection with check valve and isolation as per design drawings and specifications	No	13.00	508.25	6,591.25
210523	<b>GENERAL DUTY VALVES FOR WATER BASED FIRE SUPPRESSION PIPING</b> This item includes all required to finalize the work as specified and in accordance with NFPA & fire department regulations and approved design drawings and specifications				
A	<b>ALARM CHECK VALVE</b>				
1	ø200 mm	No	3.00	1,012.50	3,037.50
B	<b>PRESSURE REDUCING VALVE ASSEMBLY</b>				
1	ø200 mm	No	2.00	1,687.50	3,375.00
2	ø300 mm	No	1.00	2,362.50	2,362.50
C	<b>OS &amp; Y GATE VALVE</b>				
1	ø100 mm	No	2.00	135.00	270.00
D	<b>AUTOMATIC AIR VENT</b>				
1	ø32mm	No	10.00	168.75	1,687.50
E	<b>FLOW SWITCH</b>				
1	ø100mm	No	5.00	101.25	506.25
F	<b>LANDING VALVE</b>				
1	ø100mm	No	4.00	168.75	675.00
G	<b>ZONE CONTROL VALVE</b>				
1	ø200 mm	No	1.00	1,350.00	1,350.00
H	<b>Deluge VALVE</b>				
1	ø200 mm	No	1.00	2,362.50	2,362.50
I	<b>CHECK VALVE</b>				
1	ø200 mm	No	2.00	337.50	675.00
2	ø300 mm	No	2.00	675.00	1,350.00
3	ø100 mm	No	1.00	135.00	135.00
J	<b>GATE VALVE</b>				
1	ø200 mm	No	5.00	337.50	1,687.50
2	ø300 mm	No	5.00	675.00	3,375.00



CEER Electric Vehicle Manufacturing Facility Project					
Bill of Quantities - Firefighting Works					
ITEM	Description	Unit	Qty	Unit Rate (SAR)	Total Price (SAR)
211200	<b>FIRE SUPPRESSION STANDPIPES</b> General connection Fittings 50 mm and larger. Threaded Fittings for pipe size less than 50 mm with elbows and fittings such as elbows, tees, bends, unions, reducers. This item includes hangers and other supports for pipes as needed. This item includes all required to finalize the works as specified and in accordance with NFPA & fire department regulations for the following internal diameter				
A	<b>Galvanized steel pipe Class 150 SCH40</b>				
	General connection Fitting				
1	ø65 mm	m	100.00	46.80	4,680.00
2	ø100 mm	m	50.00	68.40	3,420.00
B	<b>FIRE HOSE CABINET TYPE FMC (DOUBLE DOORS)</b> Each fire hose cabinet shall include the following: a Fire hose diameter 2 1/2" (63 mm) 100 ft. (30) long b Hose reel of the swinging type diameter 1" (25 mm) 100 ft. (30m) long, light weight made of red rubber with a working pressure of 150 Psi. Up to 180 degree full swing complete with guide arm c Chromium plated diameter 1" (25 mm) long nozzle capable of complete shut off straight stream or any degree of solid conical leg d Diameter 1" (25 mm) valve e Landing valve 2.5" (63 mm) which refer to section 210523-2.1-G f With fire extinguisher type as follow B-E and chosen on show in the drawings g The cabinet shall be recessed mounted type	set	3.00	596.25	2,531.25
C	<b>DN 40 Hose Reel 25mm/30m with Hose Valves</b>  Each hose box shall include the following a Hose reel of the swinging type diameter 1" (25 mm) 100 ft. (30m) long, light weight made of red rubber with a working pressure of 150 Psi. Up to 180 degree full swing complete with guide arm. b Chromium plated diameter 1" (25 mm) long nozzle capable of complete shut off straight stream or any degree of solid conical leg c Diameter 1" (25 mm) valve d This will set the stair area beside the landing valve.	No	3.00	596.25	1,518.75
212200	<b>CLEAN AGENT FIRE-EXTINGUISHING SYSTEMS.</b>				
A	<b>NOVEC 1230 EXTINGUISHING SYSTEMS</b>	SET	1.00	15,606.00	15,606.00
	<b>GENERAL ITEMS OF WORKS</b>  The Contractor shall set out below and priced any other item which is necessary to complete the Works in accordance with drawings, the requirements of specifications and other contract documents				
	<b>GENERAL DUTY VALVES FOR WATER BASED FIRE SUPPRESSION PIPING</b>  This item includes all required to finalize the works as specified and in accordance with NFPA & fire department regulations and approved design drawings and specifications				
	45" ø Air cap 300mm with test valve.	Set	4.00	675.00	2,700.00
	Test & drain valve.	Set	3.00	168.75	506.25
	<b>CLEAN AGENT FIRE-EXTINGUISHING SYSTEMS.</b>				
	<b>NOVEC 1230 EXTINGUISHING SYSTEMS</b>				
	972 KG - 369 L cylinder capacity (2 Main+ 2 Reserve )	Set	1.00	20,196.00	20,196.00
	972 KG - 369 L cylinder capacity (2 Main+ 2 Reserve )	Set	1.00	20,196.00	20,196.00
	Allow for fire stop and fire sealant.	Item		0.00	
<b>Total Overall Firefighting Works - Exc. VAT</b>					<b>673,681</b>
<b>Total Overall Firefighting Works - Inc. VAT</b>					<b>1,004,733</b>

