



THIS SUPPLY CONTRACT AGREEMENT; 2020/01, is put into effect as of the date referred to below (the 'Effective Date')

BETWEEN

Horizons for Green Development, the contracting authority, (hereinafter referred to as 'Horizons'), headquartered in Amman, Jordan and represented by:

Mr. Rami El-Akhras, Executive Director

On behalf of Horizons for Green Development.

AND

Supplier: STE Speed Cooling.

Tunisia

ID Number: 1418436A

WHEREAS Horizons is a Jordanian not for profit organization specialized in green development, water, agriculture and renewable energy.

WHEREAS: is the STE Speed Cooling is a company based in Tunisia specialized in producing and constructing modular and sustainable buildings.

WHEREAS Horizons and STE Speed Cooling have decided to enter into a **Supply Contract** for the purpose of providing the needed material and construction for the Nature Hub in Monastir, Tunisia.

THEREFORE, in consideration of the terms and conditions set forth in this Agreement, the Parties agree as follows:

SECTION 1 - INTERPRETATION

1.1 Definitions

The words in this Agreement that are capitalized have the following meanings:

- 'Agreement' means this Agreement including all Annexes referred to herein;
- 'Effective Date' means when the Agreement is effective, after being signed by both parties;
- 'Remuneration' means payments transferred by Horizons pursuant to Section 4 of this Agreement;
- 'Party' means Horizons or STE SPEED COOLING the case may be, and 'Parties' means both of them;
- 'Assignment' refers to the activities to be implemented by STE SPEED COOLING as part of this Agreement;



1.2 Entire Agreement

The Annexes referred to in and appended to this Agreement form a part of this Agreement. The following are the Annexes to this Agreement:

- Annex A – Nature Hub ToR
- Annex B – Proposal
- Annex C – Registration
- Annex D – Engineering Supervisor
- Annex E – Authorized Signatories
- Annex F – Insurance

SECTION 2 – ASSIGNMENT

2.1 Overview of the Assignment

Horizons overall objective in providing the remuneration to STE SPEED COOLING is the implementation of 2020/01, conducting the Nature Hub socioeconomic project under MINARET project, implementation will be in Monastir during the project timeframe which runs from February 10th 2020 to September 1st 2020.

2.2 Obligations by STE SPEED COOLING

Take all necessary steps to ensure smooth, timely and quality by providing the needed material in order to complete the Nature Hub socioeconomic activities.

2.3 Obligations by Horizons

- o Coordinate project implementation according to the procedures;
- o Inform STE SPEED COOLING about any significant variations of assignment activities, assignment expenditure or reporting deadlines;

SECTION 3 - TERMS AND CONDITIONS OF AGREEMENT

3.1 Term

This Agreement remains valid, starting on the Effective Date and will continue until the receiving goods the final installment sent to STE SPEED COOLING. The Parties may, by written agreement, extend the term of this Agreement.

3.2 Conditions (if applicable)

- Payments shall be executed by installment within 2 weeks of payment due date:
 - 35% upon signing.
 - 30% after construction of steel structure.
 - 30% before installation of doors, windows, sanitary facilities, fittings and flooring.
 - 5% upon delivery.



- Penalty of \$1,000 will be incurred by STE SPEED COOLING for every day of late delivery.
- STE SPEED COOLING must guarantee an independent engineering consultant to supervise work.
- STE SPEED COOLING must provide a 20-year insurance and ~~maintenance~~ guarantee.
- In cases where any contradictions might arise between the ToR, contract, and proposal, the ToR and contract will be the final determining factors unless stated otherwise in writing and after communication and agreement between parties.

3.3 Monitoring & Evaluation

In the course of the execution of the present Assignment, STE SPEED COOLING shall grant full access to project documents, project beneficiaries and project sites to Horizons' Appraisal, Monitoring & Evaluation teams.

SECTION 4 - FINANCIAL REQUIREMENTS

4.1 Contract Price

The total amount to be paid by the Contracting Authority under this contract shall be (75,117.23 US) tax is inclusive.

4.2 Payment modalities

All installments shall be directed by Horizons to the account mentioned below for utilization as specified in Annexes A and B:

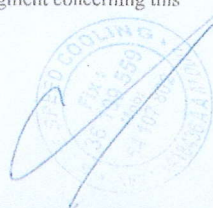
Name of Bank: BANQUE ZITOUNA
Account Holder Name: SOCIETE SPEED COOLING
Full account number: 25 135 000 0000704875 17
IBAN: TN59 25 135 000 0000704875 17

Installments transfers shall be done on the basis of a request for amounts prepared by STE SPEED COOLING and be transferred by the end of contract period.

Horizons reserves the right to withhold payment of disputed portions of the projected amounts until satisfactory settlement of such disagreement.

4.3 Conflict of Interest

Funds paid to STE SPEED COOLING described above in this Agreement shall constitute the sole remuneration in connection with the Assignment, and STE SPEED COOLING shall not accept for its own benefit or the benefit of others any trade commission, discount, kick back, remuneration or similar payment in connection with activities or fulfillment of its other obligations under this Agreement. In addition, STE SPEED COOLING agrees to disclose to Horizons in a timely fashion any relationship, transaction or circumstances which could diminish or compromise STE SPEED COOLING's ability to render an objective, impartial and professional judgment concerning this Agreement.



SECTION 5 – INTERNAL COMMUNICATION AND COLLABORATION

5.1 Collaboration

STE SPEED COOLING's shall work in close coordination and cooperation with Horizons and Notre Grand Bleu.

5.2 Collaboration's principles

STE SPEED COOLING shall not use or disclose, or allow anyone else to use or disclose any information related to this project, products or business affairs of the other party, or any information created, discovered, or developed by or for the other party, or acquired by the other party, except as may be necessary in the pursuit and performance of work related to the project and pursuant to prior written authorization from appropriate officials of the other party. By way of illustration, but not limitation, this information includes processes, formulas, data, know-how, business plans, financial information, inventions, improvements, techniques, marketing plans, product plans, strategies, forecasts, donor or professional lists, fundraising tools, cost and pricing data, proposal strategy, beneficiary data, personnel proposed and any other information the party has reason to believe the other party would like to treat as confidential for any purpose.

SECTION 6 – REPRESENTATIONS AND WARRANTIES

6.1 Representations

STE SPEED COOLING represents and warrants that:

- they have the status, capacity and authority to enter into this Agreement and that it is unaware of any facts which would prevent it from performing its obligations under this Agreement;
- they have duly licensed, with adequate human resources, equipment, competence, expertise and skills necessary to implement fully and satisfactorily, within the stipulated completion period, the Assignment in accordance with this Agreement;
- all services performed by them under this Agreement shall be carried out in a competent manner that meets or exceeds the standards for such work as are generally accepted in the sector;
- it shall comply with all applicable laws, ordinances, rules and regulation when performing its obligations under this Agreement;
- it has not misrepresented or concealed any material facts in the procuring of this Agreement;
- it shall abide by the highest ethical standards in the performance of this Agreement, which includes not engaging in any discriminatory or exploitative practice or practice inconsistent with the rights set forth in the Convention on the Rights of the Child;
- The payment as specified in article 4.1 of this Agreement shall constitute the sole remuneration in connection with this Agreement. STE SPEED COOLING shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or the discharge of its obligations thereunder. STE SPEED COOLING shall ensure that any subcontractors, as well as the personnel and agents of either of them, similarly, shall not receive any such additional remuneration;
- They agree to assume full responsibility for performance and conduct of the project implementation while carrying out the project activities;
- They shall secure all applicable internal and external approvals and complete all procedural and compliance requirements that would enable him to receive the said installment for completing the agreed upon service;



- They agree to inform Horizons immediately of any allegations of corruption, theft, fraud, or conflict of interest.

SECTION 7 – LIMITATION OF LIABILITY

7.1 Limitation

STE SPEED COOLING shall indemnify Horizons against all actions, proceedings, claims, demands, loss, costs, damages and expenses whatsoever which may be brought against or suffered by Horizons or which it may sustain, pay or incur as a result of or in connection with the performance, purported performance or non-performance of this Agreement by STE SPEED COOLING but excluding any such actions, proceedings, claims, demands, loss, costs, damages and expenses to the extent that they are sustained, paid or incurred by reason of or are otherwise attributable to the negligence or willful acts or omissions of Horizons, its servants, agents, or employees.

SECTION 8 – SUSPENSION OF THE AGREEMENT

8.1 Reasons for Suspension

Horizons may with immediate effect and without notice suspend this agreement if it has evidence that, or if, for objective and well justified reasons, Horizons deems necessary to verify whether presumably:

- a) the payment procedure or the implementation of the project have been subject to breach of obligations, irregularities or fraud;
- b) STE SPEED COOLING has breached any substantial obligation under this grant agreement.

8.2 Consequences of Suspension

STE SPEED COOLING shall provide any requested information, clarification or document within 15 days of receipt of the request sent by Horizons. If, notwithstanding the information, clarification or document provided by STE SPEED COOLING the payment or the implementation of the remuneration prove to have been subject to breach of obligations, irregularities, fraud, or breach of obligations, then Horizons may terminate this contract according to Section 13.

SECTION 9 – TERMINATION OF THE AGREEMENT

9.1 Termination at End of Term

In the event that the Parties do not extend the term as provided for in Section 3, this Agreement shall terminate and be of no further force or effect at the end of the term.

9.2 Termination due to External Factors

Any party may terminate this Agreement, should project relevant authorizations not be granted to STE SPEED COOLING within a period of ten (10) days following the signature of this Agreement, unexpected non-availability or shortage in funding available to Horizons or other force majeure reasons, by giving ten (10) days written notice to the other party.

9.3 Termination for Default

Upon failure of STE SPEED COOLING to perform any obligation under this Agreement or under any Subsidiary Agreement, Horizons may give written notice to STE SPEED COOLING specifying each default. Unless each such default is cured within ten (10) days from the giving of such notice, Horizons, upon the expiration of said ten (10) days, or at any time thereafter, may cancel this Agreement or any Subsidiary Agreement by written notice.

9.4 Consequences of Termination

The present Agreement is considered terminated as of the date when the written notice was received by either party, with the following consequences:

- All rights granted by one party to the other under or pursuant to this Agreement shall cease;
- All obligations binding upon the parties shall cease, with the exception of the surviving provisions stipulated in this Agreement;
- Except to the extent expressly provided herein, none of the Parties shall be liable to the other, except for cause of negligence, willful misconduct or criminal actions, either for compensation or for damages of any kind or character whatsoever;
- Any material/equipment of returnable nature, if any delivered by Horizons to STE SPEED COOLING shall either be returned to Horizons or shall be promptly delivered by STE SPEED COOLING to such entity or person as is specified in writing by Horizons, in accordance with the Funding Agency guidelines;
- Within thirty (30) days from the termination of its participation in this Agreement, STE SPEED COOLING shall provide a final narrative, report to Horizons, Horizons will reimburse such expenses if considered eligible as per the conditions set in this Agreement.

SECTION 10 – GENERAL CONDITIONS

10.1 Method of Notice

Any notice, request, consent or other communication required or permitted to be given under this Agreement (hereinafter called ‘Notice’) shall, unless otherwise specifically provided for in any Subsidiary Agreement, be given in writing in accordance with this section. A Notice may be:

- (a) personally delivered;
- (b) sent by registered mail;
- (c) Sent by facsimile; or by email (from and to an email address set out in article 9.4), where the Party to whom the Notice is sent specifically acknowledges by return email.

10.2 Compliance with National Laws & Regulations

In carrying out this Project, STE SPEED COOLING agrees that it shall be responsible for complying with all applicable laws and regulations of Jordan.

10.3 Force Majeure

Delays in or failure of performance by a Party under this Agreement shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the Party affected, including, but not limited to strikes or other concerted acts of workers, fires, natural disasters, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents and including the cut of fund or/and end of contract by the Donor.



10.4 Impossibility of Performance by Force Majeure

In the event that performance of this Agreement in the reasonable opinion of either Party is made impossible by force majeure, then either Party shall so notify the other in writing and Horizons shall either (a) terminate the Agreement, or (b) authorize STE SPEED COOLING to complete performance of the Agreement with such adjustments as are required by the existence of the force majeure and are agreed upon by both Parties.

10.5 Modifications

Modifications to this Agreement to be valid must be in writing, signed by both parties and annexed to this Agreement. Horizons reserves the right to request modifications to this Agreement after a 15-day notice to STE SPEED COOLING. Upon such notice Horizons and STE SPEED COOLING shall take all actions required to cause such modifications and document the same through a written amendment that shall form an integral part of this Agreement.

10.6 Applicable Law

This Agreement shall be interpreted in accordance with, and governed by, the laws of Jordan. The parties hereby attorney to the jurisdiction of the courts of Jordan for the purposes of enforcement of this Agreement.

10.7 Dispute Resolution

If there shall be a dispute between Horizons and STE SPEED COOLING regarding any matter, prior to the initiation of any formal proceeding, the Parties shall first attempt to resolve any dispute or controversy informally for e.g. mediation. In the event there is a dispute not resolved in this manner either Party may refer the matter for arbitration in accordance to the relevant court of Jordan, which shall be the exclusive method of resolving any unsettled differences.

10.8 Final provisions

This document with all annexes listed in article 1.2 shall constitute the service contract between Horizons and STE SPEED COOLING and each shall be read and construed as an integral part of the service contract. This service contract has ten (10) sections and supersedes all prior agreements between the Parties. This service contract shall be executed in two (2) originals, each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute one and the same instrument.



IN WITNESS WHEREOF, the Parties hereto, acting through their duly authorized representatives, have executed this Agreement at the date shown below

STE SPEED COOLING

HORIZONS

Mourad hosni bouchir
Chef Executive Officer

Rami El-Akhras
Executive Director

10/02/2020

10 Feb, 2020

[Signature]

