

Personal Goods Arrangement Agreement

This personal Goods arrangement (the “Agreement”) has been entered into on the date of/...../..... (the “Effective Date”) by and between:

(1) **Bank Muscat’s Meethaq**, a company registered in the Sultanate of Oman, Registration No: 1145738, with a registered address at P.O Box 112, Ruwi, Sultanate of Oman (hereinafter referred to as the “**First Party**” which expression shall mean and include its successors in interest and Assignees) of one part;

And

(2) with its registered office at,
C.R. Number, with a registered address at P.O Box, PC Sultanate of Oman (hereinafter referred to as the “**Second Party**” which expression shall mean and include its successors in interest and Assignees) of other part.

(The “First Party” and the “Second Party” are hereinafter referred to individually as a “Party” and collectively as “Parties”)

RECITALS

WHEREAS the First Party has agreed to enter into this Agreement to provide Islamic financial services to its customers of Bank Muscat – Meethaq in the Sultanate of Oman as per the terms and conditions of this Agreement.

The Second Party is one of the retail establishments in the Sultanate of Oman, which is servicing the Omani Society with its products and services. The objective reflects the organization’s belief about the great importance of providing easy availability of products to its Customer and enhancing the national economy and spreading its benefits.

Both Parties desire to cooperate in this joint initiative to extend their outreach to Oman’s consumers working with each other’s strengths, assets and available resources to maximize channels.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS

- 1.1 “Agreement” shall mean this agreement and any such amendments as may be made to it in writing by both Parties.
- 1.2 “Effective Date” shall mean the date on which both parties have signed this Agreement.
- 1.3 “Arrangement” shall mean ‘Goods Sales & Delivery Arrangements’
- 1.4 “Customers” shall mean the First Party’s customers.
- 1.5 “Quotation” shall mean the document mentioning the details of the goods to be purchased.

2. INTERPRETATION

- 2.1 In this Agreement, unless the context otherwise requires:
 - a) References to recitals and schedules are to be construed as references to the recitals and schedules to this Agreement;
 - b) Words importing the singular include the plural and vice versa, words importing a gender include every gender;
 - c) Periods of time shall be construed as reference to the Gregorian calendar;
 - d) Any reference to a statutory provision shall include such provision and any regulations made in pursuance thereof as from time to time modified or re-enacted;
 - e) Headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

3. TERM

- 3.1 This Agreement shall commence on the Effective Date and shall continue until either one of the Parties or both Parties by way of mutual agreement terminate this Agreement by giving 3 months (three months) notice of termination.
- 3.2 Upon termination the Parties hereby do agree that should there be any cause for claim and or dispute under the terms of this Agreement then such claims and or disputes shall be resolved in an amicable manner within three months from the date of termination.

4. THE FIRST PARTY SHALL HAVE THE FOLLOWING RESPONSIBILITIES:

- a. Providing financial resource to the Customers to cover the cost of purchase of retail products;
- b. Informing Customers about the types of products at Second Party's warehouse/sales outlet;
- c. Timely issuance of required documents (As per Section 6.0) for release of goods from Second Party's warehouse/sales outlet.

5. THE SECOND PARTY SHALL HAVE THE FOLLOWING RESPONSIBILITIES:

- a. Issuance of the Quotation in the name First Party (Meethaq Islamic Banking - Bank Muscat) with reference to the Customer;
- b. Providing in accordance with the Quotation provided to the Customer;
- c. May provide spaces for marketing collateral including but not limited to Stands, Table Stands, Buntings etc. at warehouse/sales outlets;
- d. Refer consumers who seek guidance of the Second Party, who are seeking financial support.
- e. Place the First Party's logo and/ or product Information on it official website and other marketing material in accordance to the branding style of the First Party. The Second Party should attain the First Party's approval on this marketing material prior to publishing it.
- f. This arrangement shall be applicable for all the outlets across the Sultanate of Oman.

6. TRANSACTION PROCESS

- a. The Customer shall choose the goods from the Vendors' counter and shall request the billing desk to prepare a Quotation in the name of Bank Muscat – Meethaq Islamic Banking

* The Quotation shall mention all the relevant details as per the under mentioned requirements:

No.	Article Code	Article Description	Quantity	Price/Unit	Amount (RO)

- b. The Customer shall bring the Quotation to Meethaq Islamic banking branch.
- c. After internal approvals and processing, the personal banker shall email/deliver the LPO to the Vendor – Attached as Annexure A.
- d. After receipt of Local Purchase Order, the Vendor shall separate the goods and issue the invoice in the name of Bank Muscat – Meethaq Islamic Banking with reference to the Customer. The Vendor shall handover the final invoice to the Customer and shall keep a copy of the same for bank's record which shall be submitted later along with other documents.

**LPO – Issuance and sending of LPO to the Second Party shall be deemed as transfer of ownership of the goods from the Second Party to First Party. Subsequently, after the completion of transfer of ownership of goods to the First Party, the Second Party shall act as agent to the First Party to hold, separate and deliver the goods as per the instructions of First Party.*

- e. Meethaq – Islamic Banking shall issue a **Goods Release Document (GRD)** – (Attached as Annexure B) in favor of the Customer and the Vendor shall release the goods in accordance to the GRD only.
- f. Goods could be delivered to the Customer through the following methods:
 - Sales Centre
 - Delivery at Customer's required address
- g. Once the goods shall be delivered to the Customer from the sales center or at his/her required address, the Vendor shall arrange the signature of the Customers on the **Delivery Note (duly accepted by the Customer)** – Vendors Format.

Additional Details:

In accordance to LPO, the Vendor shall be deemed as an agent to Bank Muscat- Meethaq Islamic Banking to hold as well as for the delivery of the goods to the Customer.

- a. After the completion of goods delivery process at Vendors' premises or Customer's required address, the following documents shall be submitted to Meethaq Branch (As mentioned at the GRD) for the Vendor's payment processing:
 - Invoice in the name of Bank Muscat – Meethaq Islamic Banking;
 - Delivery Note (Signed by the customer and duly stamped by the Second Party).

b. Funds shall be remitted to the vendor's account (within internally defined TAT of 3-4 Days) after receipt of the required documents.

Note:

- Vendor/Merchant may open an account with Bank Muscat -Meethaq Islamic Banking where the funds shall be remitted immediately after receipt of above mentioned documents;
- In case of rejection of finance by the authorities after issuance of LPO, the Personal Goods Finance Agreement and before issuing GRD, Meethaq shall notify the Vendor within 2 Days to cancel the delivery.

7. The Parties hereto covenant that they are authorized and legally entitled to enter into this Agreement and execute the same to be sufficiently entitled to perform their respective parts hereunder.
8. The Parties shall perform their parts of the performance and obligations hereunder with due diligence and good faith.
9. The Parties shall maintain confidentiality of this Agreement and all the information, documents and data related to this Agreement and shall not disclose any such information to a third party or Parties otherwise than in normal course of business.
10. This Agreement and/or any rights, title or interest under it shall not be assigned to any third party without prior written consent of the other party.
11. The rights and benefits under this Agreement shall transfer to the permitted assigns of the respective Parties.
12. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereto except as specifically set forth herein. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the representatives or authorized signing officers of the Party or Parties to be bound thereby.

13. FORCE MAJEURE:

13.1 Neither Party shall have any liability to the other Party under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Exchanges or any other Party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the other Party is notified of such an event and its expected duration.

13.2 If a Force Majeure continues, the Parties affected shall mutually agree to terminate the Agreement if it appears that the situation will persist for more than thirty (30) days.

14. NOTICES

Any notice or other communication under this Agreement shall be given in writing. Notices sent by telex or fax shall be deemed to be received on the business day following the day they are transmitted and if sent by post shall be deemed to be received three (3) business days after they are put in the post by airmail, postage prepaid and properly addressed to the addressee.

To: "the Bank" or "the 1st party" Address: Bank Muscat – Meethaq Islamic Banking (Head Office) Tel: Facsimile: Attention:	To: "the Vendor" or "the 2nd party" Address: Tel: Facsimile: Attention:
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15. DISPUTE RESOLUTION

Any disputes arising from this Agreement shall be settled and resolved amicably and in the event of failure of such amicable resolution, shall be referred to competent courts of the Sultanate of Oman.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Sultanate of Oman, applicable in Oman without conflicting with Shari'a principles, and the competent courts of the Sultanate of Oman shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which may arise out of or in connection with this Agreement.

17. INDEMNITY CLAUSE

Each party agrees to indemnify the other party for any losses incurred by either party as a direct result of the indemnifying party's negligence or breach of any of its obligations stated in this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the date and place hereinbefore written.

Signed On Behalf of:

First Party Representative

Second Party Representative

.....

.....

Date:

Date:

Annexure - A

Local Purchase Order for Goods

To:

Date: / /

L.P.O No:

With reference to your offer (quotation) addressed to us on, we hereby confirm our acceptance to purchase the Good(s) detailed below at the price of (RO Only)

Description of Good(s):

No.	Article Code	Article Description	Quantity	Price/Unit	Amount (RO)

Kindly note that the amount of the price will be paid to you by Manager Cheque/Credit your account with us against receipt of the following marked items:

- Copy of commercial invoice in the name of Bank Muscat/Meethaq & Customer.
- Copy of Delivery Note duly signed by the Customer.

For Meethaq Islamic Banking – Bank Muscat

Authorized Signature

Annexure - B

Goods Release Document

To, _____ Date

M/s.....

Branch Name:

Subject: Goods Release Document

Reference to the subject; please note the bank has no objection to hand over the goods as detailed below to Mr./Ms./Mrs.

As the below mentioned good(s) is/are sold to the above Customer according to the Personal Goods Finance Agreement signed between the bank and the above mentioned Customer.

Reference number :

Account Number :

No.	Article Code	Article Description	Quantity	Price/Unit	Amount (RO)

Purchase Price : OMR

Customer's Down Payment: OMR

Customer's down payment of OMR is credited by us to your account number with Bank Muscat – Meethaq Islamic Banking

The disbursement of OMR is subjected to submission of the following documents:

- Copy of commercial invoice in the name of Bank Muscat/Meethaq & Customer.
- Copy of Delivery Note duly signed by the Customer.

For Meethaq Islamic Banking – Bank Muscat

Authorized Signature

