

Al Mubarak Murabaha Account Terms & Conditions

Praise be to Allah almighty, and may Allah's blessings and peace be upon Allah's last Apostle Mohammed, his relatives and companions.

Below are the terms & conditions of Al Mubarak Murabaha Account Agreement between Customer (hereinafter the 'First Party') and Arab National Bank (a Saudi Joint Stock Company), with offices at: PO Box 56921 Riyadh 11564 (hereinafter the 'Second Party').

Recitals

Whereas, it is the intent of the First Party to enter into Murabaha Commodity Sale transactions with the Second Party from time to time against a Murabaha Application submitted by the Second Party;

Whereas, the Second Party agreed to purchase those commodities pursuant to the terms and conditions hereto.

The two parties have agreed upon the following:

Article 1:

The above Recitals form an integral part of this Agreement.

Article 2:

The First Party agrees to purchase the commodities through the Second Party acting as the authorized agent for _____ (Commodity Supplier) any on such terms as will be agreed between the parties in respect to type, quantity, price and as stated in the Commodity Purchase Offer.

Article 3:

The Second Party will purchase the designated commodities from the First Party on deferred payment, subject to the details set forth in the Commodity Sale Offer.

Article 4:

The Second Party undertakes to settle amounts due to the First Party on the maturity/payment date. The First Party is not entitled to demand accelerated payment of the sale price from the Second Party prior to the agreed Maturity Date unless the Second Party agrees to accelerate payment. Should the Second Party agree to accelerate payment, then it shall be entitled to deduct a portion of the amount due in consideration for accelerated payment in advance of the Maturity Date based on the Sharia Rule of 'Put & Accelerate'.

Article 5:

After settlement of the First Party's dues from the previous murabaha transaction, the parties may enter into a subsequent murabaha agreement on such terms and conditions as may be agreed under a new written Application, thereby enabling the First Party to apply for murabaha again with the Second Party up to the First Party's account balance at the time, subject to the terms and conditions of this Agreement.

Article 6:

This Agreement comes into force as of the execution date and expires on ../../.... H corresponding to ../../.... G. Either party may prematurely terminate this Agreement by means of a one month advance written notice to the other party; however, termination of the Agreement does not prejudice outstanding rights and obligations of the parties, and any contracts made hereunder shall remain in full force and effect until all sums, obligations and liabilities of the parties hereto pursuant to such contracts are fully discharged.

Article 7:

All demands, notices, communications, advices and other documents exchanged between the parties hereunder shall be considered duly made and given if sent by Telex or Facsimile. In case other mailing methods are used, then they will be considered duly made and received if delivered to the designated addresses stated below.

Article 8:

This Agreement is governed by and shall be interpreted in accordance with the prevailing Saudi Arabian rules, regulations and generally accepted commercial practices. Any disputes which could not be amicably resolved shall be submitted to the competent judicial entities for resolution with due regard to the principles of Islamic Sharia.

Article 9:

This Agreement is made in duplicate of which each party retained a copy to act accordingly.