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DIWAN & PARTNERS

ATTORNEY & LAW FIRM

Confidential
3 August 2026

Saudi Center for Commercial Arbitration
8th Floor, 7982 King Fahd Branch Road - Almutamarat
Postal code: 12711-4183
Riyadh, Saudi Arabia
Telephone: +966 920003625

Mr. Mohammed al-Yousef,

On behalf of my client, Mouna Food Services and Logistics (Public Shareholding Company), we are submitting the attached arbitration request in accordance with Article 5 of the Saudi Center for Commercial Arbitration 2023 Arbitration Rules. Attached to this request is a copy of the power of attorney from Mouna Co. to represent the company in arbitration proceedings. A copy of the arbitration request has been sent to SCCA and another copy to the Respondent, and the required filing fees have been paid.

Sincerely,

For the Claimant

Lawyer Muneera al-Mubarak

Muneera

Carbon copy:

Agro Control Systems

Enclosures:

- Arbitration request with exhibits
- Power of attorney
- Proof that the arbitration request has been sent to the Respondent with expedited delivery



DIWAN & PARTNERS
ATTORNEY & LAW FIRM

Request for Arbitration

Under Article 5 of the Saudi Center for Commercial Arbitration
2023 Arbitration Rules

Mouna Food Services and Logistics (Public Shareholding
Company)
“Claimant”

v.

Agro Control Systems
“Respondent”

3 August 2026

Introduction:

1. Mouna Food Services and Logistics (Public Shareholding Company) (“**Claimant**”) is a company specializing in managing and ensuring food supply chains. It was incorporated in Desert Kingdom more than 23 years ago and owns and operates 50 storage silos, each capable of holding 10,000 tons of wheat grain.
2. The Claimant contracted with Agro Control Systems (“**Respondent**”), based in the Republic of the Alps, on 1 July 2025 (“**Contract**”). Under the Contract, the Respondent was obligated to supply 50 units of 80 GHz radar level transmitters equipped with advanced sensors for measuring moisture and oxygen levels in storage silos, but it committed a material breach of its contractual obligations – as will be recounted later – as it supplied devices that did not conform to the agreed specifications and also were unsuitable for the specific purpose for which the contract was executed, of which the Respondent had been made aware. This resulted in increased moisture levels in the silos and the spoilage of large quantities of wheat stored in the Claimant’s silos.
3. The Claimant pursued amicable resolution of the above-mentioned dispute for several months, but the Respondent delayed in responding to calls to settle. It then denied responsibility altogether and failed to provide the Claimant with quality reports and reports from the pre-shipment inspections of the units that had been sold, citing trade secrets. Therefore, the Claimant had no other option than to request arbitration, on the basis of the arbitration clause contained in Article 10 of the Contract, to claim compensation for all damages arising from the Respondent’s breaches as detailed in this RFA and compel it to replace the non-conforming devices. This RFA is based on the 1980 United Nations Convention on Contracts for the International Sale of Goods (“Vienna Convention”) and the terms of the Contract between the parties.
4. In addition, the Claimant is submitting, alongside the present Request for Arbitration, an urgent application to compel the Respondent to produce certain documents. Thus, the Claimant requests that this matter be decided on an urgent basis, before the schedule for the exchange of memoranda is set, as detailed in the separate document attached hereto.

5. **The Claimant has divided the Request for Arbitration into seven sections as follows:**

- I. Names of the Parties and Their Representatives
- II. Facts of the Dispute
- III. The Arbitration Agreement
- IV. Applicable Law
- V. Procedural Matters
- VI. Formation of the Arbitral Tribunal
- VII. Claimant's Requests

I. **Names of the Parties and Their Representatives:**

Claimant: Mouna Food Services and Logistics (Public Shareholding Company)	Respondent: Agro Control Systems
Claimant's legal representative: Mr. Riad al-Jaber, Company Chairman Address: 223 Al-Ahly Street, P.O. Box 76606, Al-Wadi, Desert Kingdom Telephone: 2214400767 Email: r.aljaber@mouna.com	Respondent's legal representative: Ms. Sarah Adam, Company CEO Address: 59 Al-Mutanabbi Street, PO Box 8221, Peace City, Republic of the Alps Telephone: 007083366222 Email: s.adam@agrocontrol.al
Claimant's attorney: The Claimant in this arbitration is represented by the lawyer Muneera al-Mubarak from Diwan & Partners, pursuant the power of attorney attached to the Request for Arbitration. Address: 698 Valley Street, 40th floor, P.O. Box 376, Al-Wadi, Desert Kingdom Telephone: 003224494211 Email: m.almubarak@Diwan.com	

II. Facts of the Dispute

1. The Claimant is a public shareholding company incorporated in Desert Kingdom in 2003, with the commercial registration number 2368-1. The company specializes in managing and ensuring food supply chains, providing strategic storage solutions in accordance with the highest global standards for food preservation, and managing and operating food storage facilities in accordance with the highest global standards. It has 50 storage silos in Desert Kingdom, each with a capacity of 10,000 tons, making it one of the largest operators of food storage facilities in Desert Kingdom.
2. As for the Respondent, Agro Control Systems, it is a limited liability company incorporated in 2010 in the Republic of the Alps, with the commercial registration number 12900. The Respondent specializes in manufacturing and supplying industrial measurement and sensing devices, including 80 GHz radar level transmitters for silos and grain storage facilities, as well as the associated moisture and oxygen sensing systems.
3. In light of the global drought crisis and the subsequent rise in food and grain prices, the Desert Kingdom Ministry of Commerce and Agriculture announced a strategic program on 10 January 2025 to create a national food reserve sufficient for two years. The Ministry obligated all local manufacturers and importers to comply with the program instructions in order to protect the food security of Desert Kingdom. The program established precise technical specifications for storage systems, setting maximum levels for moisture inside silos and requiring the installation of early warning devices in case such limits are exceeded, all in order to achieve the targeted strategic reserve.
4. In conjunction with the launch of this strategic program, the Claimant's management adopted a comprehensive plan to update all its silos, particularly those designated for storing imported wheat grain, with proactive measuring devices and digital monitoring systems. These systems include advanced sensors and multipoint thermocouple cables, in addition to measurement and monitoring technologies that allow precise control of oxygen and moisture levels inside the silos. This was done with the aim of preventing spoilage of the wheat, avoiding the development of hotspots, and preserving the integrity of food stocks for as long as possible in accordance with global standards.
5. On 4 February 2025, on the sidelines of the International Food Security Conference in the Republic of the Alps, a delegation from the Claimant company visited the booth of Agro Control Systems, which specializes in sensor technologies and storage environment

controls. The Respondent provided a presentation in which it claimed that its programmed mechanical sensors incorporate highly accurate measurement technologies and conform to international quality standards. As a result, the Claimant invited the Agro Control Systems team to visit its silos in Desert Kingdom to examine the operational environment and climate in person. During the visit, the Claimant overtly discussed the importance of the project and the necessity of obtaining highly accurate sensors to prevent grain spoilage. It expressly stated in its correspondence that the purpose of the purchase is to enable the Claimant to meet the requirements of the Ministry of Commerce and Agriculture program and store wheat for two years without spoilage, and it attached to the correspondence the technical specifications issued by the Ministry.

6. The Respondent replied on 20 February 2025, confirming its ability to provide devices with the required specifications. It proposed to send a sample 80 GHz radar level transmitter to be installed and piloted for three months prior to finalizing the contract. Should the device prove suitable, the Respondent would be obligated to ensure that the goods subsequently delivered conform to this sample device. The Respondent also mentioned in the same correspondence that its products are ISO certified for industries of this type, and it confirmed that the last inspection conducted of all its products was compliant with those standards, though it did not attach the report from its laboratories (**Claimant Exhibit 1**).
7. After the arrival of the sample device on 10 March 2025, it was installed and put into operation in the Claimant's Silo 12. It underwent operation and monitoring for a full three months under the supervision of Ms. Layan al-Fares, senior operations director for the Claimant, and the trial showed the sample device to be successful.
8. Based on the success of the trial, the parties signed a supply contract ("**Contract**") on 1 July 2025 for the supply of 50 units of the 80 GHz radar level transmitters equipped with moisture and oxygen meters at a price of USD 42,000 per unit, for a total value of USD 2,100,000 (two million, one hundred thousand U.S. dollars). The Contract also stipulated that the goods would be delivered to the site of the Claimant's silos in the city of Al-Wadi, Desert Kingdom, and that the Claimant would be responsible for installing them (**Claimant Exhibit 2**).
9. It should be noted that Article 6 of the Contract stipulates that the Respondent is obligated to inspect samples of the sold goods no later than three days before shipping them to the Claimant, which is to be accomplished by contracting with an expert specializing in technical inspection and examination, appointed by the Respondent. The said article expressly

provides that the expert appointed to inspect the goods sold shall conduct conformity tests and an inspection on the devices and issue a report of the specifications and measurement accuracy of the devices. The same clause also stipulates that the Claimant has the right to be present for the testing and sample collection process, and that the Respondent is obligated to provide the Claimant with a copy of the report as soon as it is received from the inspection firm.

10. On 6 September 2025 – with no prior arrangements – the Respondent sent the Claimant an invitation to be present for the sample collection process at its factory on 8 September 2025. Due to the limited time afforded to the Claimant, it was not possible to make travel arrangements for any of its representatives to be present for the sample collection process. On that date, Mizan Technical Inspection and Examination Firm conducted the inspection of the devices in the presence of Mr. Kareem Dawood (quality assurance officer for the Respondent) and in the absence of any representative of the Claimant. The Claimant later learned, however, that other samples had been collected and new tests carried out without the Claimant being invited to be present, contrary to Article 6 of the Contract. Moreover, the Respondent failed to send the Claimant any details or data from the initial sample inspection process.
11. After the conclusion of the second inspection, Mizan issued its final report on 18 September 2025 and sent it to the Respondent, who provided the Claimant with a copy prior to shipping the goods. According to the results of the inspection in the said report, the specifications of the devices tested conformed to the specifications set out in the Contract.
12. The Claimant received the complete shipment of devices on 1 October 2025 and immediately proceeded to install the devices – which took approximately fifty (50) days, ending on 20 November 2025 – under the supervision and direction of Mr. Sultan al-Sultan (the Claimant's general project manager). As soon as the installation process was completed, the Claimant started loading the silos with wheat grain to 25% of their capacity to test the performance of the devices under actual operating conditions for a two-month period from 21 November 2025 until 21 January 2026.
13. On 22 January 2026, Ms. Layan al-Fares senior operations director for the Claimant, took random samples from each silo in the amount of 100 kilograms of wheat and requested to send them immediately to the Respondent's laboratories to check the moisture content and verify the proper functioning of the devices. The report showed that the samples were in good condition and in compliance with the specifications. Based on this result, the Claimant

completed the loading of the silos to their full capacity in accordance with the requirements of the Ministry's strategic program.

14. Nevertheless, when it was time for the Claimant to conduct a routine periodic inspection of all its grain stocks in accordance with its internal policies, and new samples of wheat were taken on 1 April 2026 under the supervision of Mr. Sultan al-Sultan, the Claimant was shocked to find that the moisture content in a portion of the stocks had increased beyond the maximum agreed limit set by the Ministry's program to maintain the integrity of seeds for two years. Surprisingly, the readings transmitted by the devices supplied by the Respondent showed – misleadingly – that the moisture content was within normal limits, without the system recording that or issuing an early warning reflecting the actual moisture content in the silos (Claimant Exhibit 3).
15. On 5 April 2026, the Claimant asked Qiyas Technical Expertise Company (an independent, specialized consulting firm) to conduct a comprehensive technical inspection of the sensors and radar level transmitters in order to prepare a specialized technical report detailing the said operational defect. The report was issued four weeks later and confirmed that the 80 GHz radar level transmitters and the associated moisture sensors were providing readings not reflective of the actual moisture content inside the silos, that the deviation in the readings exceeded the permissible error limits in the specifications, and that the malfunction was due to factory calibration and to the embedded software systems in the devices. According to the report, it is a malfunction that becomes apparent only after a period of continuous operation with full loading of the silos (Claimant Exhibit 4).
16. On 7 May 2026, the Claimant notified the Respondent in writing of the defect in the devices by sending an email to the contact person for the Respondent. In the notification, it described the nature and manifestations of the defect and the results of the attached expert report, and it demanded that the Respondent replace or refund the non-conforming goods and pay compensation for the resulting damages (Claimant Exhibit 5). It should be noted that because the Respondent's CEO was on leave during this period, the notification was sent not only to the company's official address and email address, but also to Mr. Nuh Ahmed, who had previously been designated by the CEO as responsible for communications and follow-up on urgent matters during his leave. The Claimant had been provided with his contact information for this purpose. Nevertheless, the Respondent did not immediately respond to the Claimant's notification. It delayed in responding, then denied any defect in its devices, attributing the events to poor installation on the part of the Claimant. This delay

17. The Claimant took steps that it deemed reasonable and appropriate in light of the circumstances, which included ceasing to rely on readings from the devices, switching to periodic manual measurement, enhancing mechanical ventilation, and isolating as much of the damaged stocks as possible. Transferring the wheat that remained in good condition to alternative facilities was not a feasible option at the time, due to the exceptionally high costs of emergency logistical transport amid the global drought, the lengthy governmental approval procedures related to the transfer of strategic stocks, and the unreasonable storage costs and logistical burdens involved. For the same reasons, the alternative commercial offers the Claimant received to purchase the stocks were not reasonable, as they entailed unusual commercial burdens and costs and did not achieve the same contractual purpose.
18. The Claimant company tried to resolve the matter amicably with the Respondent. On 20 June 2026, the Claimant sent a letter to the Respondent expressing its desire for amicable resolution of the dispute and asked the Respondent to provide it with internal ISO quality reports and reports from all the inspections conducted on this model of device during the two years preceding that date so it could discuss the possibility of resolving the dispute in light of the facts and the measures taken. The Claimant also requested the materials issued by the inspection firm after the first test – which took place prior to delivery – including the test results, technical observations, and correspondence related to the decision to repeat the test.
19. On 25 June 2026, the Respondent replied to the Claimant's request by refusing to send any of the requested documents, claiming that these documents are considered trade secrets. It did, however, provide the Claimant company with a link leading to certain documents related to the inspections conducted on the devices, as well as its correspondence with the inspection firm regarding the report prepared on 18 September 2025, which the inspection firm had sent to the Respondent, and asked the Claimant to use that link to download the documents (Claimant Exhibit 6).
20. As soon as the Claimant company received the letter from the Respondent company dated 25 June 2026, the Claimant accessed the link and downloaded the documents that had been uploaded there. Among the documents accessed through the link, the Claimant found an email from the CEO of the Respondent company in which he acknowledged that the devices

sent to the Claimant company did not conform to the agreed specifications. This constitutes a legal admission of the Respondent company's liability for the non-conforming devices and, consequently, its contractual liability in accordance with the Contract executed with the Claimant (**Claimant Exhibit 7**).

21. As all attempts at an amicable resolution had failed, the Claimant sent a notice of arbitration to the Respondent on 15 July 2026, in accordance with the dispute resolution clause in the Contract; and as no satisfactory response was received from the latter, the Claimant hereby submits the present Request for Arbitration.

III. The Arbitration Agreement

1. The Claimant refers this dispute to arbitration on the basis of an arbitration agreement contained in Article 10 of the Contract executed with the Respondent on 1 July 2025, which states as follows:

The parties agree to resolve through amicable means any dispute, disagreement, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof. In the event that an amicable resolution is not reached within thirty (30) days from the date of written notification of the dispute, the dispute shall be referred for final determination through arbitration in accordance with the Arbitration Rules of the Saudi Center for Commercial Arbitration ("SCCA"). The arbitral tribunal shall consist of three arbitrators. Each Party shall nominate one arbitrator, and the two nominated arbitrators shall agree on the selection of the third arbitrator (the presiding arbitrator).

The language of arbitration shall be Arabic.

The seat of arbitration shall be the city of Al-Wadi, Desert Kingdom.

2. The Claimant has fulfilled the amicable-resolution condition stipulated in Article 10 of the Contract; it notified the Respondent of the dispute in writing on 7 May 2026, the prescribed period elapsed without a settlement having been reached, and it then sent a notice of arbitration on 15 July 2026. Therefore, the arbitral tribunal has jurisdiction to consider this dispute.

IV. Applicable Law

Pursuant to Article 9 of the Contract, the law applicable to the subject matter of the dispute is the United Nations Convention on Contracts for the International Sale of Goods (CISG). If the matter is outside the scope of CISG, the UNIDROIT Principles of International Commercial Contracts (2016 version) are the proper reference.

V. Procedural Matters**a. Place of arbitration and law applicable to arbitration proceedings**

As stated in Article 10 of the contract, the place of arbitration is the city of Al-Wadi, Desert Kingdom, and the law applicable to the arbitration proceedings is the Desert Kingdom Arbitration Law, which adopted, in full, the 1985 UNCITRAL Model Law on International Commercial Arbitration and the amendments approved in 2006.

b. Arbitration rules

The above-mentioned arbitration agreement states that the applicable arbitration rules are the Arbitration Rules of the Saudi Center for Commercial Arbitration that took effect on 1 May 2023.

c. Language of arbitration

The language of arbitration is Arabic, as stipulated in the arbitration agreement.

VI. Formation of the Arbitral Tribunal

- Under Article 10 of the Contract, the arbitral tribunal shall consist of three arbitrators. Each party shall nominate one arbitrator, and the two nominated arbitrators shall agree on the selection of the third arbitrator (the presiding arbitrator).
- The Claimant nominates as its arbitrator in this arbitration case Mr. Jehad Nouraddin from the Expert Office for Legal Consultancy, address: 57 al-Turath Street, Desert Kingdom; telephone: 009603988789; email: J.Nouraddin@outbook.com.

VII. Claimant's Requests

The Claimant petitions the arbitral tribunal to issue its award as follows:

- 1- Accept this arbitration case in form and confirm the arbitral tribunal's jurisdiction to consider it.
- 2- Compel the Respondent to deliver to the Claimant 50 replacement units conforming to the agreed specifications, pursuant to Article 46 (2) of the Vienna Convention, and to install them at its own expense, and, as a full alternative claim, compel it to refund the full amount paid for the devices, which is USD 2,100,000.
- 3- Compel the Respondent to pay the Claimant USD 12,000,000 (twelve million U.S. dollars) as compensation for the spoilage of 500,000 tons of stored wheat, pursuant to Articles 45 and 74 of the Vienna Convention.
- 4- Compel the Respondent to pay the Claimant USD 3,900,000 (three million, nine hundred thousand U.S. dollars) as compensation for loss of profit and the difference in the price of the substitute transaction, in accordance with Articles 74, 75, and 76 of the Vienna Convention.
- 5- Decide, on an urgent basis, on the "Urgent Application for Submission of Documents" accompanying the present Request for Arbitration, order the submission of the documents indicated therein, and regard the Respondent's refusal to hand over the documents as an adverse presumption.
- 6- Compel the respondent to pay all arbitration costs, including the arbitral tribunal's fees and expenses, SCCA's fees, translation and technical expert costs, and attorney fees.
- 7- The Claimant retains its right to amend its pleas and/or requests during later hearings.

Attorney for the Claimant

Lawyer Muneera al-Mubarak

Date: 3 August 2026

Muneera

Urgent Application for Submission of Documents

Filed alongside the Request for Arbitration under Articles 25 and 27 of the Saudi Center for Commercial Arbitration 2023 Arbitration Rules

I. Subject of application

1. The Claimant requests that the arbitral tribunal, immediately upon its formation and before establishing the timeline for the exchange of memoranda, order the Respondent to provide to the Claimant the documents indicated in Section II of this application, all of which are material documents directly related to the crux of the present dispute. These documents are in the sole possession of the Respondent, and the Claimant has no way to access them except by requesting them from the Respondent through the arbitral tribunal.

II. Requests for documents and an explanation of the relevance of the requested documents to the dispute and their production therein

2. The Claimant requests that the Respondent be compelled on an urgent basis – as previously stated – to provide the following documents to the Claimant:
 - a) All reports, results, technical observations, drafts, and initial data related to the first test of the 80 GHz radar level transmitters subject of the Contract, prepared during the period from 8 to 18 September 2025. The importance of these documents lies in ascertaining the actual result of the first test and whether the Respondent knew of the non-conformity of the devices before shipping them.
 - b) All internal correspondence, emails, and memos relating to the results of the first test, the decision to redo the sample collection and conduct the test again, and the reasons for doing so, during the period from 8 to 18 September 2025. The importance of those documents lies in identifying the reason for repeating the test and whether the decision was related to the Respondent's knowledge that a defect was present in the devices.
 - c) Internal ISO quality reports, calibration records, and periodic test results for the 80 GHz radar level transmitter model, including the inspection report referred to in the Respondent's correspondence dated 20 February 2025, from the period from 1 July

2023 to the date of this application. The importance of these documents lies in ascertaining whether the calibration deviation existed prior to the execution of the Contract and whether the Respondent knew of it, and verifying the validity of its commitment to ensure that the devices conform to ISO standards.

III. Legal basis

3. Article 25 (4) empowers the arbitral tribunal to require the parties to submit documents or other evidence “at any time during the proceedings”, in the manner and within the timeline it deems necessary or appropriate. Thus, the tribunal is not restricted to a particular stage of the proceedings, nor is it awaiting the expiry of the stage of exchanging memoranda. Article 25 (3) empowers it to decide preliminary issues, bifurcate proceedings, direct the order of proof, and direct the parties to focus their presentations on on issues whose resolution could dispose of all or part of the case. This is direct support for prioritizing a decision on this application over other procedures.
4. Articles 25 (6) and 27 (5) provide that, in the event a party fails to comply with an order for information exchange, the tribunal may draw adverse inferences and take such failure into account when allocating costs, as well as that the tribunal may take whatever steps are necessary to protect the efficiency and integrity of the proceedings.
5. The Claimant requests that the tribunal, when determining the scope of the application and its effect, seek guidance from the International Bar Association’s 2020 Rules on the Taking of Evidence in International Arbitration, particularly Articles 3 (7) and 9 (6) thereof, as an established practice in international commercial arbitration, without prejudice to the fact that the tribunal’s authority in this regard derives originally from the SCCA rules and is not dependent on the parties’ agreement to apply those rules.

III. Grounds for urgency and the necessity of an order to produce documents early in the dispute and prior to the exchange of memoranda

6. The requested documents are material because they will enable the Claimant to corroborate its claim and to evaluate the scope and seriousness of the Respondent’s breaches and the extent to which it knew of the defects at a date prior to delivery. These are matters which have a material effect on determining the scope of the damage to be compensated. Therefore, the proper management of the arbitral dispute requires that

these documents be produced early in the arbitration, prior to the submission of memoranda begins, so that the Claimant can draft its memorandum in accordance with those documents in order to arrive at a fair award, which will fully define the dimensions of the fault and the scope of compensation.

7. The Claimant asserts that the Respondent cannot invoke trade secrecy or use it as an excuse to refuse to provide the documents subject of this application. Article 9 (5) of the IBA rules allows the arbitral tribunal to make necessary arrangements to permit documents to be reviewed and studied, on the condition that the necessary confidentiality protection is provided. The Claimant is willing to accept any protective measures the tribunal deems appropriate, including submission within a restricted circle limited to legal counsel and the appointed expert, the withholding of information not related to the subject of the dispute, or examination by a neutral expert appointed by the tribunal.
8. Based on the above, the Claimant petitions the arbitral tribunal to compel the Respondent to produce the documents indicated in Section II of this application. As an alternative, in case the Respondent refuses or fails to produce the requested documents without reasonable justification, the Claimant petitions the arbitral tribunal to draw the adverse inference that these documents, if provided, would prove the non-conformity of the goods and the Respondent's knowledge thereof prior to shipment, with the attendant legal consequences.

Attorney for the Claimant

Lawyer Muneera al-Mubarak

Date: 3 August 2026

Muneera

Claimant Exhibit 1

From: s.adam@agrocontrol.a

Date: 20 February 2025, 10:05 a.m.

To: r.aljaber@mouna.com

Subject: Confirmation of technical requirements for 80 GHz radar level transmitters with integrated moisture and oxygen sensors

Greetings,

Regarding the technical requirements for the 80 GHz radar level transmitters with integrated moisture and oxygen sensors, we confirm that it is possible to provide you with devices of this type that meet all the technical requirements stated in your message. In addition, as we are confident in our high-quality products, we propose to send a trial device that you can install and operate in the silos for 3 months so you can evaluate its performance and quality under actual operating conditions prior to finalizing the contract. Moreover, we confirm our obligation to ensure that all devices to be delivered later conform to this model in terms of technical specifications and quality. We also emphasize the Company's diligence in periodically inspecting products to ensure that they conform to the approved standards.

We hope that you will take interest in our proposal, and we look forward to continuing to complete this work with you in accordance with the best possible practices.

Thank you for your continued cooperation,

Sarah Adam
CEO





Claimant Exhibit 2



Contract for the Supply of Measurement and Monitoring Devices

On Tuesday, 1 July 2025, this contract was concluded between:

1. **Mouna Food Services and Logistics (Public Shareholding Company)**, a company registered in Desert Kingdom under Commercial Registration No. 2368-1, with its address at 223 Al-Ahly Street, P.O. Box 76606, Al-Wadi, Desert Kingdom; telephone: 2214400767; email: r.aljaber@mouna.com; represented in signing this Contract by Mr. Riad al-Jaber, Chairman of the Board of Directors (hereinafter referred to as **"First Party "** or **"Buyer"**).
2. **Agro Control Systems** , a limited liability company registered in the Republic of the Alps under Commercial Registration No. 12900, with its address at 59 Al-Mutanabbi Street, PO Box 8221, Peace City, Republic of the Alps; telephone: 007083366222; email: s.adam@agrocontrol.al; represented in signing this contract by Ms. Sarah Adam, the Company's Director (hereinafter referred to as **"Second Party"** or **"Seller"**).

The First Party and the Second Party are collectively referred to as **"the Parties"**, and either of them individually as **"the Party."**

Preamble

- Whereas the First Party manages and operates grain storage facilities in Desert Kingdom and wishes to update the measurement and monitoring systems in its silos to enable it to meet the requirements of the strategic program launched by the Desert Kingdom Ministry of Commerce and Agriculture aimed at creating a strategic grain reserve for the Kingdom that is sufficient for two years and to preserve the integrity of the grain for the duration of its time in storage;
- Whereas the Second Party is a company specializing in the manufacture and supply of industrial measurement and sensing devices, including radar level transmitters and humidity and oxygen sensors for silos and grain storage facilities;
- Whereas the Second Party has examined the operational environment in the First Party's silos and understands the specific purpose of the purchase and the related technical requirements, and it has confirmed its ability to manufacture and supply the devices in

the quantity and specifications stated in this Contract and its annexes, and it has also confirmed that its products of this type have attained the relevant ISO certification;

- Where, prior to the execution of this Contract, the Second Party provided the First Party with a sample device of the model in question, and the First Party installed, operated, and monitored the performance of the said device for three months;
- Whereas, in light of the result of the trial of the said device, and given the Second Party's assurance regarding the quality and performance of its devices in connection with the purpose stated in this Preamble, the First Party wishes to purchase the devices indicated in this Contract, and the Second Party has agreed to manufacture and supply them in accordance with the terms and conditions herein;

Therefore, having acknowledged their competence and the validity of their representation, the Parties agreed as follows:

Article 1: Preamble and components of the Contract

The above preamble is an integral part of this Contract which complements and interprets its provisions. The annexes to the Contract, when referred to in the provisions herein, form part of the Contract and they shall be read together as a single unit.

Article 2: Subject of Contract and specifications of goods

- 2.1. The Second Party is obligated to supply fifty (50) new units of 80 GHz radar level transmitters equipped with integrated moisture and oxygen sensors.
- 2.2. To avoid doubt, the Second Party confirms that the units mentioned in the first paragraph of this Article will be of the same type and have the same basic technical features and operational performance as the trial device previously provided by the Second Party to the First Party, the specifications of which are set out in Annex A to this Contract.
- 2.3. The Second Party confirms that the supplied devices offer full operational performance to achieve the purpose for which they are purchased, as indicated in the preamble to this Contract.

Article 7: Inspection upon arrival

The First Party shall inspect the devices upon their arrival at the delivery site. It has the right to refuse to accept the devices that are proven, upon inspection, not to conform to the agreed specifications.

Article 8: Guarantee and non-conformity

The Second Party guarantees that the devices are free from hidden defects in materials, manufacturing, calibration, or embedded operating software. In the event that any device does not conform to the agreed specifications, the Second Party undertakes to replace it with a conforming device without imposing any cost on the First Party. The First Party must notify the Second Party of any defect it discovers.

Article 9: Applicable law

The substantive rights and obligations arising from this Contract are governed by the 1980 United Nations Convention on Contracts for the International Sale of Goods (CISG). In matters outside the scope of CISG, reference shall be made to the UNIDROIT Principles of International Commercial Contracts (2016 version).

Article 10: Dispute resolution

The parties agree to resolve through amicable means any dispute, disagreement, or claim arising out of or relating to this contract, or the breach, termination, or invalidity thereof. In the event that an amicable resolution is not reached within thirty (30) days from the date of written notification of the dispute, the dispute shall be referred for final determination through arbitration in accordance with the Arbitration Rules of the Saudi Center for Commercial Arbitration (“SCCA”). The arbitral tribunal shall consist of three arbitrators. Each Party shall nominate one arbitrator, and the two nominated arbitrators shall agree on the selection of the third arbitrator (the presiding arbitrator). The language of arbitration shall be Arabic. The seat of arbitration shall be the city of Al-Wadi, Desert Kingdom.

Article 11: Confidentiality

The Parties are obligated to maintain the confidentiality of the technical and commercial documents exchanged between them in the course of performing this Contract and must not to disclose them to anyone other than their employees or professional advisors with a need to view them.

Article 12: Force majeure

1. A Party shall not be liable for any failure to perform, or delay in the performance of, any of its obligations to the extent that it is proven that such failure or delay is due to an impediment beyond its control that could not reasonably have been foreseen at the time of the conclusion of the contract, or its consequences avoided or overcome.
2. The affected Party shall notify the other Party in writing, without undue delay, of the nature of the impediment and its anticipated effects on performance, and it shall make reasonable efforts to limit such effects. If the impediment lasts more than sixty (60) days, the other Party may terminate the Contract by written notice.

Article 13: Termination

1. Either Party may terminate the Contract if the other Party commits a material breach of any of its obligations and does not remedy such breach within thirty (30) days of receiving a written notice indicating the breach and requesting that it be remedied, where remedy is possible.
2. The Contract may also be terminated in the event of the bankruptcy or liquidation of either Party, or by agreement of the Parties in writing, or in the situation provided for in Article 12 (2) of this Contract.
3. The termination of the Contract has no effect on rights and obligations arising prior to its entry into force, nor on the terms of the Contract relating to dispute resolution and confidentiality.

Article 14: Final Provisions

The Parties are obligated to perform and interpret this contract in accordance with the principles of good faith.

No amendment to this Contract shall be effective unless in writing and signed by the duly authorized representatives of both Parties.

This Contract has been drafted in Arabic in duplicate, each Party receiving a copy to act upon.

Second Party (Seller)

Agro Control Systems

On its behalf: Ms. Sarah Adam

Capacity: Company Director

Signature: Sarah Adam

Date: 1 July 2025

First Party (Buyer)

Mouna Food Services and Logistics Company

On its behalf: Mr. Riad al-Jaber

Capacity: Chairman

Signature: رياض الجابر

Date: 1 July 2025

Annex A

Technical Specifications and Features of Trial Device

Annexed to the Contract for the Supply of Measurement and Monitoring Devices dated 1 July 2025

First: Purpose and scope of Annex

This Annex outlines the technical and functional characteristics of the trial device provided by the Second Party to the First Party prior to execution of the Contract, and the features that must be present in each of the fifty (50) units to be supplied.

This Annex is an integral part of the Contract, and its provisions are to be read together as a single unit. The conformity evaluation will be based on the features indicated below and the operational performance of the trial device, to the extent that this does not conflict with the express terms of the Contract.

Second: Device data and operational purpose

Item	Description
Device name	80 GHz radar level transmitter with integrated moisture and oxygen sensors
Manufacturer and supplier	Agro Control Systems
Technical reference	The trial device provided by the Second Party and installed and operated in the First Party's Silo 12
Duration of trial	Three consecutive months preceding the execution of the contract, under the supervision of the First Party
Intended use	Measurement and continuous monitoring of storage conditions inside grain silos to protect the stocks from spoilage by sending an early warning as soon as moisture or oxygen levels exceed permissible limits
Operating environment	Grain silos belonging to the First Party in the city of Al-Wadi, in cases of partial or full loading during continuous operation

Third: Functional components and circuits

Component	Function
Radar measurement head	A device that directs radar waves toward the grain inside the silo and receives the analysis back to accurately calculate moisture and oxygen levels in the silo
Moisture sensor	An instrument that measures the moisture level inside the silo and converts it into electronic signals transmitted directly to the CPU
Oxygen sensor	An instrument that measures the oxygen concentration inside the silo and converts it into electronic signals transmitted directly to the CPU
Signal conditioning circuits	Electronic components that protect and filter the signals emitted by the sensors and convert them into digital data that can be understood and analyzed by the main system
Processing unit	The device's core software tool; it processes measurement data, applies calibration standards and multi-stage calculations, and issues immediate alerts when permissible limits are exceeded.

Fourth: Technical and functional features

Feature	Technical requirement
Level measurement	Non-contact measurement of the grain level using 80 GHz radar and conversion of the result into a digital reading for display and recording
Moisture measurement	Continuous measurement of the moisture content inside the silo, display of the actual reading and comparison against the maximum limits approved in the Ministry of Commerce and Agriculture program requirements, and transmission of the reading to receivers
Oxygen measurement	Continuous monitoring of the oxygen level inside the silo and display of the actual reading, allowing for tracking of conditions affecting the integrity of the grain
Accuracy and error limits	The deviation of any reading must not exceed the permissible error limits in the approved technical specifications, and the

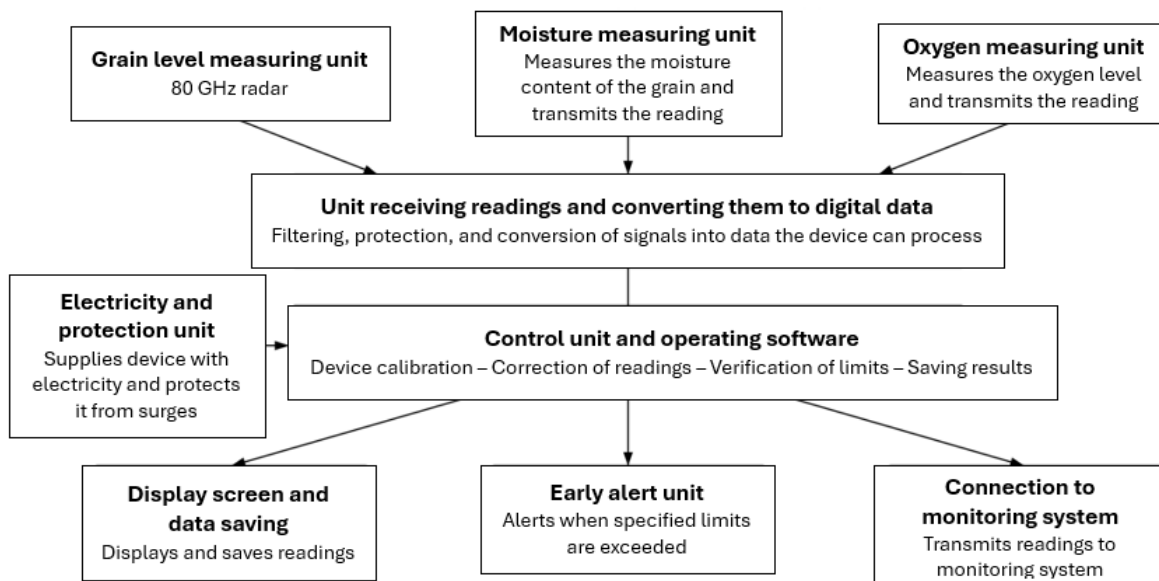
	reading must remain stable and repeatable during continuous operation.
Early warning	An automated software feature that issues an immediate alert when moisture or oxygen readings exceed the predefined normative limits, to protect the crop from spoilage
Operating software	An embedded, programmed system that receives electronic signals from the radar and moisture and oxygen sensors, processes and converts such signals into accurate digital readings, and compares them to approved safety limits to issue the necessary alerts
Operational continuity	The software has the ability to operate continuously under partial and full silo loading conditions. In addition, the embedded hardware and software operate within a specified voltage range. It is recommended to ensure uninterrupted current without momentary interruptions or fluctuations.
Installation and connection	The devices have been configured technically for installation inside the silo and equipped with anything operationally required for connection to the customer's monitoring and control system.

Fifth: Trial device as reference

- The device previously installed in Silo 12 and operated for three months is the practical reference and the essential technical features of the units subject of the Contract.
- All units supplied must be of the same model and use the same technical architecture, operating software version, and calibration parameters employed by the trial device at the time of successful completion of the trial, unless the First Party consents in writing otherwise.
- The Second Party in the Contract may not make any changes to the components, calibration, or operating software without the First Party's written consent.

Diagram 2: Simplified scheme of device functioning and signal routing

This shows the essential device functions and is not a detailed manufacturing scheme



These units operate in conjunction with one another in the device. Calibration and the operating software are considered part of the device features.

Claimant Exhibit 3

Written Testimony

1. My name is Sultan Al-Sultan, and my address is 229 83rd Street, Al-Wadi, Desert Kingdom. I have been the general manager for the project to update and equip silos with digital measuring devices and monitoring systems at Mouna Food Services and Logistics Company ("Claimant") since 2023. My responsibilities include direct supervision of the project to update and equip the Claimant's storage silos, which includes the installation of the moisture and oxygen meters at issue in this dispute and monitoring of their subsequent performance, in addition to supervision of the periodic inspections conducted by the Claimant on all the grain it has stored.
2. I give this testimony based on my direct knowledge and understanding of the facts contained herein, by virtue of my direct involvement and personal supervision of the work of installation, monitoring, and follow-up, as well as having reviewed the records, documents, and correspondence kept by the Claimant related to the project at issue. I affirm that I am not a party to this dispute, and I have no business or personal relationship with any party to the dispute, other than my employment relationship with the Claimant company. I give this testimony of my own free will and with complete independence and total neutrality.
3. On 1 October 2025, the Claimant received a shipment of 50 devices sent by the Respondent, and I was tasked with supervising their installation in the Claimant's silos. The actual installation was carried out by a technical team affiliated with the Claimant, as agreed by the parties.
4. The installation process took 50 days (from 1 October 2025 to 20 November 2025) due to the number of units and the exacting nature of the work to install and distribute them across all silos. All installation work was carried out in accordance with the installation manual issued by the Respondent which accompanied the devices. Our team expressed no reservations about the clarity or adequacy of the instructions in the manual.
5. I confirm, by virtue of my specialization and supervision, that all the storage silos used were structurally sound and equipped with high-performance ventilation and air

conditioning systems, and they were inspected and certified as being in good condition on 13 July 2025.

6. During the first two weeks of installation, our technical team observed a slight and irregular fluctuation in the moisture sensor readings from a limited number of devices (six units out of 50) immediately after they were installed. At the time, we attributed this to the usual instability of newly installed sensors during their initial phase of operation, and to the dust and vibrations resulting from the associated installation work in the adjacent silos. Using the “reset” option available in the control panel of each device as stated in the user manual, our team manually reset those units. The readings then stabilized, and the phenomenon did not recur. We saw no need to report the matter to the Respondent or document it in an independent report. Based on our judgment and technical expertise, we considered it to be an incidental and expected issue at this stage of any such installation process, and the work continued thereafter without any notable obstacles. I would like to clarify that the “reset” option used by the technical team is a simplified procedure provided for in the operating manual issued by the Respondent. This procedure did not involve any modification to the underlying software.
7. After the installation was completed, at the direction of the Claimant’s management, the silos were filled with wheat grain to 25% of their capacity for two months (from 21 November 2025 to 21 January 2026) to test the performance of the devices under actual operating conditions prior to full loading. During this period, I personally monitored the device readings on a routine basis through the central control panel. There were no readings recorded that exceeded the permissible limits for moisture content, and the system issued no warning signals. Accordingly, the silos were filled to 100% of their capacity.
8. On 1 April 2026, as part of the Claimant’s periodic inspection of its grain stocks in accordance with its internal policies, I personally supervised the collection of new samples from a number of silos. I was surprised when the laboratory analysis of these samples indicated that a portion of the stored wheat had a high moisture content, above the agreed maximum – despite the fact that the readings from the devices installed on the same silos, which I personally reviewed immediately upon the receiving the laboratory results, showed throughout this period that the moisture content was within the normal limits, and the system had not issued an early warning reflecting the actual state of the stored grain. Consequently, I immediately reported the matter to the Claimant’s senior

management, who hired Qiyas Technical Expertise Company to conduct a comprehensive technical inspection of the devices and prepare a specialized technical report detailing the operational defect.

9. I affirm that everything in this testimony is correct and consistent with my knowledge and understanding, and I am prepared to appear before the arbitral tribunal to answer and/or clarify any matter and/or inquiry raised by the arbitral tribunal or any of the parties to the dispute regarding the statements herein. I have signed below, affirming the accuracy of the foregoing.

Name: Sultan al-Sultan

General Project Manager, Mouna Food Services and Logistics Company

Taken down in Al-Wadi, Desert Kingdom, on 10 July 2026

Sultan



Report No.	A-0164
Document No.	QTE-TR-2026-A0164 Version: Rev.1.0 (Final Report)
Entity	Mouna Food Services and Logistics Company
Date	3/5/2026
Scope of task	Inspection of 80 GHz radar level transmitters equipped with integrated moisture and oxygen sensors, not including inspection of grain
Site	Grain storage silos complex – Mouna
Scope of inspection	Qiyas Technical Expertise Company conducted a comprehensive technical inspection of the 80 GHz radar level transmitters, as well as the moisture sensors and meters used in Mouna’s grain storage silo system. The inspection included a review of the performance of the measurement devices, a comparison of readings with actual values, and operating conditions. It was also checked whether the readings are consistent with the permissible technical limits in accordance with the international specifications and standards for the inspected devices.
Risk level	High risk – risk of spoilage of stored grain
Urgent recommendation	Immediately stop relying on automated readings and switch to manual checks
Inspection methodology	The scope of the field inspection included the following methodology: - Operational review: Review of operational data logs and device readings through the control system - Benchmarking: Comparison of the readings issued by the system with the actual values obtained through benchmarked calibration verification devices

	Analysis of error limits: Study of the extent to which readings and deviation rates are in line with the permissible technical limits according to international standard specifications for the inspected devices
Findings	1. Non-conformity of actual readings: It was found that the level meters and moisture sensing units do not accurately reflect the real moisture content in the silos; there are significant discrepancies between the readings of the measurement system and the real values measured using precautionary methods. 2. Permissible error limits exceeded: The inspection results showed that the degree of deviation in the readings exceeds the permissible limits under the relevant technical specifications, thereby affecting the accuracy and reliability of the data generated by the measurement system. 3. Malfunction linked to manufacturing and software standards: The results indicate that the malfunction is not limited to the physical measurement components, but is also linked to factory control and calibration standards and the software system used in the measurement devices, including the method of processing, analyzing, and converting the data into readings for the user. 4. Cumulative malfunction appearing after continuous operation: It has been observed that the malfunction may not necessarily appear during short-term operation, but rather becomes evident after the system has been in continuous operation under full loading of the silos, leading to gradual discrepancies in readings.
Technical evaluation	Based on the results of the inspection, relying on the current readings of the level meters and moisture sensors without addressing the causes of deviation may lead to reliance on inaccurate data when monitoring storage levels and moisture content. This could result in

	grain spoilage. Therefore, the accuracy of the measurement system in its current state does not achieve the required level of reliability. Until the malfunction has been remedied and the accuracy of the measurement system verified, it is recommended that the current readings not be used as a definitive reference when making operational decisions related to moisture content.
Technological analysis	From studying the performance of the devices during operation and comparing the readings with the benchmark, it is clear that there is a combined operational and technological defect. The findings indicate that the defect may be related to a range of technical factors, including: 1. The manufacturing, control, and calibration standards of the factory 2. Measurement data processing algorithms within the devices 3. Embedded software 4. The mechanism for converting raw signals and data into final readings 5. Standards for installation of the devices in silos 6. Impacts on system performance from continuous operation under full loading conditions The importance of these observations is that a malfunction that may not be apparent during initial tests becomes more so after the silos have been operating for a long time under full loading conditions.

Technical impact	When deviation exceeds the permissible limits, there is a direct impact on the reliability of the data upon which the operating and monitoring system relies, especially in connection with measuring levels of stored materials and monitoring moisture content. A mismatch between moisture sensor readings and actual values may negatively impact accuracy when the condition of the stored product is evaluated, as well as operational decisions related to storage and ventilation conditions.
Technical recommendations	1. Emergency (immediate): Do not rely on current readings as final normative readings, and temporarily switch to manual/laboratory measurement until the malfunction is remedied. 2. Corrective phase: Request an official technical statement from the manufacturer regarding the malfunction and perform the required software updates or engineering modifications on the system. 3. Recommissioning: Conduct an extended calibration test under full loading to ensure that the readings conform to permissible limits before the devices are reconnected to the automated control system.
Conclusion	Based on a technical inspection and operational analysis, Qiyas Technical Expertise Company has concluded that the 80 GHz radar level transmitters and the associated moisture sensors show deviations in readings that exceed the permissible limits. These readings do not accurately reflect the actual moisture content inside the storage facility. The results also indicate that the malfunction is linked to control and manufacturing standards and the software system used. It is noted that the effect of the malfunction becomes apparent following continuous operation under full load conditions. Therefore, Qiyas recommends that the said technical malfunction be remedied promptly to prevent spoilage of the grain in the silos.
Liability disclaimer: The results of this report reflect the state of the devices and the operational conditions observed on the ground during the inspection period specified above, after the expert went to the site of the silos site for a single day.	

Prepared by: Qiyas Technical Expertise Company
Prepared by Engineer Jamal Mohammed al-Sheikh
Date: 3 May 2026



Note: The following documents are not included:

1. Annex 1: Expert disclosure certificate
2. Annex 2: Expert's CV
3. Annex 3: Inspection methodology and procedures
4. Annex 4: Data table and images

Claimant Exhibit 5

From: Riad al-Jaber r.aljaber@mouna.com

Date: 7 May 2026, 3:30 p.m.

To: Sarah Adams s.adam@agrocontrol.al

cc: Nuh Ahmed n.ahmed@agrocontrol.al

Subject: Notice of a defect in level meters and moisture sensors

Technical Report – Qiyas Technical Expertise Company

Dear Ms. Sarah Adam,

We regret to inform you that we have found a malfunction in the products subject of the supply contract executed between our companies on 1 July 2025. The periodic inspection our Company conducted on 1 April 2026 to verify the integrity of the stored wheat showed that the moisture content in the collected samples exceeded the maximum limit agreed upon and specified by the Ministry, which was previously confirmed with you. Strangely, the level meters and moisture sensors delivered by you since 1 October 2025 have not issued any alarms or alerts, but have continued to produce readings showing figures within normal limits. This prevented the malfunction from being detected in a timely manner and led to continued reliance on data that does not correspond to reality, as well as the spoilage of a large portion of the wheat stocks.

Out of care to verify the malfunction and accurately identify its source, we commissioned Qiyas Technical Expertise Company as an independent, specialized expert to conduct a comprehensive technical inspection of the devices. Its report, attached, states that the malfunction traces to the manufacturing phase and relates to the devices' embedded software system, and it causes them to display figures that are not consistent with the actual conditions. Moreover, the report

confirms beyond any doubt that this malfunction was undetectable until the devices had been in continuous operation for a long period while the silos were fully loaded.

Please remedy this malfunction immediately by replacing the defective products with conforming products; otherwise, we will bring a claim against you for a refund and compensation for the damages we have incurred, or a full refund of the amount paid plus compensation.

We look forward to receiving your response as soon as possible to address the situation and avoid further damage.

Sincerely,

Riad al-Jaber

CEO

Mouna Food Services and Logistics Company



From: Riad al-Jaber r.aljaber@mouna.com



Date: 20 June 2026, 11:30 a.m.

To: Sarah Adam s.adam@agrocontrol.al

Subject: Request for quality reports and all tests since June2025

Ms. Sarah Adam, CEO of Agro Control Systems:

Greetings,

This request follows on from previous settlement discussions between the two parties regarding the existence of a defect in the moisture level transmitters, seeking to continue the settlement discussions for the purpose of completing a technical/contractual/dispute file related to the model subject of the contract, without assuming or asserting facts that are not corroborated at this stage. The documents listed below are requested for the purpose of evaluating compliance with quality standards and the relevant ISO standards and thereby determining whether the matter can be resolved amicably in light of the factual and legal information gathered so far.

We kindly request that you, within 20 days of the date of this letter, provide us with the following documents within a defined and clear scope:

1. All internal ISO8 quality reports related to this model of device, as per your approved quality management systems and documentation.
2. Test results, test reports, measurement/calibration data, quality control records, non-conformance records if any, corrective and preventive actions (CAPA) if any, and any associated technical attachments, as well as materials issued by the inspection firm following the first test preceding the re-testing that took place prior to delivery, including test results, technical observations, and any correspondence/memos/minutes related to the decision to repeat the test.

Please provide us with the requested documents in PDF format or through a link where the documents can be downloaded, with an index/list of documents indicating their titles, dates, and reference numbers, if any, and a clear indication of whether each is a final or draft version, along with the version number or approval status if applicable. To preserve confidentiality and protect sensitive information, we propose that one of the following mechanisms be adopted at the time

of delivery: either make the documents confidential in accordance with appropriate mutual confidentiality arrangements, or provide redacted copies that conceal trade secrets not necessary for the purpose of technical review. In either case, we emphasize that maintaining confidentiality does not constitute a justification for refraining entirely from providing the requested documents to assist in the amicable resolution of this dispute.

Sincerely,

Riad al-Jaber
CEO, Mouna Food Services and Logistics Company



From: s.adam@agrocontrol.al

Date: 25 June 2026, 9:00 a.m.

To: r.aljaber@mouna.com

Subject: RE: Request for quality reports and all tests since June2025



Dear Mr. CEO of Mouna Food Services and Logistics Company,

With reference to your letter dated 20/06/2026, containing your request to be provided with internal quality reports, the relevant ISO standards, and all inspections/tests conducted on the model in dispute from June 2024 to date, in addition to materials issued by the inspection firm following the first test preceding the re-testing prior to delivery, to assist you in determining whether the dispute can be settled, we confirm that your request has been the subject of previous discussions between representatives of both parties, and that its scope extends to internal files and systems related to quality procedures, manufacturing, and quality control for the model in dispute.

Our Company asserts that these documents are of a purely internal nature and have been prepared exclusively for operational and technical purposes. These documents contain trade secrets and sensitive confidential information related to internal quality systems and procedures, manufacturing processes, and quality control. Unrestricted disclosure of this information would cause direct competitive harm to our Company, and it is contrary to our obligations to maintain the internal and contractual confidentiality applicable to us and our international partners and suppliers.

While we maintain that these documents cannot be sent due to their confidential nature, we – affirming our approach of cooperation and good faith to resolve this dispute amicably – will provide you with some limited documents within a specific, appropriate scope, through a protected link intended for you only, which cannot be accessed by any other person. At this link it is possible to download a file containing those documents, titled “Confidential, intended for Mouna” and containing the requested documents:

<https://agrocontroldevices.ltd.download/secret-confidential.requested>

It is expressly understood that the provision of these limited materials does not constitute a waiver of confidentiality or a breach thereof, nor constitute an admission to any allegation, nor open the door to broader or subsequent requests beyond this context. Based on the above, we reaffirm our desire to resolve the matter with you, and we are ready to discuss what can be shared within the above-mentioned limits while fully safeguarding confidentiality and the rights of our Company.

With gratitude,

Sarah Adam
CEO



From: s.adam@agrocontrol.al

Date: 21 June 2026, 2:47 p.m.

To: s.alahmad@ganoonyoon.na



Subject: Request for a comprehensive legal analysis of the potential risks for the Company in the event of Arbitration by Mouna

Mr. Saud al-Ahmad, lawyer and legal counsel for the Company:

Greetings,

Please be advised that our Company, Agro Control Systems, contracted with Mouna Food Services and Logistics Company ("Mouna") in Desert Kingdom on 1 July 2025 to supply fifty (50) units of 80 GHz radar level transmitters equipped with integrated moisture and oxygen sensors in storage silos at a price of USD 42,000 per unit. The contract stipulates that the goods shall be delivered to the site of Mouna's silos in the city of Al-Wadi. Within the past few days, Mouna notified us of a malfunction in the devices delivered to them and that the devices do not conform to the agreed specifications and are unsuitable for the specific purpose for which the contract was executed.

We are currently in discussions with the Mouna to exchange views on this issue and consider whether it is possible to resolve the matter amicably to avoid any potential disputes. Mouna has requested some documents from us to assist it in evaluating the matter and thus the possibility of settlement. Please be advised that as a result of internal discussions within the Company to validate Mouna's allegations and whether those devices conform to the agreed specifications, initial results indicate that Mouna's allegations have some basis in fact. There is a 90% probability that those devices are indeed non-conforming with regard to the specifications, but we cannot confirm this until the allegations have been validated definitively.

Accordingly, prior to responding to Mouna, the Board of Directors decided to first seek your opinion on that request to seek a thorough legal analysis of the facts, applicable legal issues, and the risks to which the Company might be exposed in the event that Mouna resorts to arbitration against us. In a separate email, I will provide you with some documents you should review to complete the legal risk analysis related to this matter.

Accordingly, we request that you provide us, within one week from this date, with a legal analysis of the potential risks to which the Company may be exposed.

Sincerely,

Sarah Adam
CEO



ISO 9001
CERTIFIED



agro
CONTROL SYSTEM

From: Lawyer Saud al-Ahmad s.alahmad@qanoonyoon.na

Date: 23 June 2026, 1:37 p.m.

To: Sarah Adams s.adam@agrocontrol.al

Subject: RE: Request for a comprehensive legal analysis of the potential risks for the Company in the event of Arbitration by Mouna



Confidential Attorney-Client Privilege

To the attention of Ms. Sarah Adam, CEO of Agro Control Systems:

Greetings,

We confirm receipt of the email regarding the request for a comprehensive legal evaluation of the risks associated with the allegation from Mouna Food Services and Logistics Company ("Mouna") concerning the non-conformity of fifty (50) units of 80 GHz radar level measurement transmitters equipped with integrated moisture and oxygen sensors, supplied under a supply contract dated 1 July 2025, and proposed solutions to settle the matter to avoid future disputes. We also confirm receipt, in a separate email, of all the documents referenced in your email, including a copy of the contract, the prepared reports, the correspondence between the parties related to the initial disagreement in the matter, as well as and any associated documents. This correspondence includes a detailed internal legal memorandum addressing the facts as presented by you, the potential legal issues, risk and liability analysis, possible defenses, negotiation and settlement strategy, and recommendations.

- We recommend immediately securing the evidence and preserving the documents until the final requested legal opinion is prepared.
 1. Create a secure central file for relevant documents, applying a "privileged/confidential" designation to internal investigation reports and correspondence with consultants.
 2. Initially, share non-confidential and non-privileged documents, such as the executed copies of the contract and its annexes, the final specifications, delivery reports, and pre-/post-delivery inspection certificates, after careful legal review to remove any commercially sensitive data as needed.

3. Withhold all correspondence between management and legal counsel, internal investigation reports, evaluation memos, and analytical drafts marked as privileged, as these are materials protected by attorney-client privilege/work product.
- Potential risks and liabilities:
 1. If it is established that the goods do not conform to the specifications, there may be liability to replace or repair the units or to provide a partial or full refund, depending on the terms of the contract and the agreed limitation of remedy. This may also include guarantees of quality, performance, and conformity, or implied guarantees of suitability. It is also important to point out that the substantiation of their allegation that the defect was not apparent upon delivery could bolster remedy or compensation claims based on the terms of the contract and the applicable convention. If the units fail to perform the advertised measurement in the environment of Mouna's silos, unsuitability could be alleged based on the terms of the contract and the applicable convention.
 2. With respect to compensation, it may include repair/replacement, refund, and direct damages, and claims may also be made for consequential damages/operating losses and service interruptions if not contractually excluded. Contractual fines, arbitration costs, and fees may be demanded based on the provisions. We will provide you with a separate memo within two days containing all the defenses that can be used in the event of arbitration. Our team is still working to finalize the details of those defenses, and we will provide them to you as soon as they are completed.

Negotiation and settlement strategy

1. Contain financial and reputational risks, avoid arbitration costs and uncertainty, and maintain the business relationship. Direct cost, potential for creating a commercial precedent, risk of implicit assumption liability if the agreement is not carefully drafted. The following solutions can be proposed for negotiation, including repair of the units at Agro's expense, partial/full replacement of some batches, a graduated price discount linked to proven performance in the field, extension of the warranty for 12–24 months, and field service to enhance reliability.
2. If an amicable settlement is reached, we will prepare a settlement agreement containing the key provisions to preserve Agro's rights under the settlement to be

agreed upon, foremost among them confidentiality, to preserve the company's reputation, and a final release.

Legal Counsel
Mr. Saud al-Ahmad¹

قانونيون
للمحاماة والاستشارات القانونية

¹ Lawyer licensed to work in Desert Kingdom in accordance with the Civil Code and the Republic of the Alps in accordance with common law

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Confidential
8 August 2026

Muneera al-Mubarak
Diwan & Partners
698 Valley Street, 40th floor
P.O. Box 376
Al-Wadi, Desert Kingdom
Telephone: 003224494211

By email only:

m.almubarak@Diwan.com

Riad al-Jaber, CEO
Mouna Food Services and Logistics
Company
223 Al-Ahly Street
P.O. Box 76606
Al-Wadi, Desert Kingdom.
Telephone: 2214400767

By email only:

r.aljaber@mouna.com

Subject: Case No. (SCCA-Arb-1016) – Mouna Food Services and Logistics (Public Shareholding Company) (“Claimant”) vs. Agro Control Systems (“Respondent”) – Notice of Commencement of Proceedings

Esteemed Parties,

Greetings,

The Saudi Center for Commercial Arbitration (“SCCA”) confirms having received a request for arbitration from Mouna Food Services and Logistics (Public Shareholding Company) (“**Claimant**”) on 3 August 2026 (“RFA”). SCCA received the request and all the supporting documents and registration fees from the Claimant in the amount of SAR 5,000 (five thousand Saudi riyals) on that date.

SCCA confirms that the RFA arises from an arbitration clause in a supply contract supply (“Contract”). SCCA will move forward with the proceedings on this basis.

Commencement of Proceedings

SCCA examined Article 10 of the Contract attached to the RFA and found that it has jurisdiction to administer this dispute.

SCCA registered this case on 8 August 2026. Accordingly, this date is considered the commencement date of the proceedings. SCCA has assigned the case number indicated above to this dispute, and we ask that all parties always include this number in all future correspondence between concerned parties and SCCA. Please inform SCCA immediately if the names stated above do not accurately reflect all the parties involved in this dispute or if they are incomplete in any way.

Applicable Rules

SCCA will administer this dispute in accordance with the SCCA Arbitration Rules that came into effect on 1 May 2023 (“SCCA Rules”). The fee schedule for cases administered under the SCCA Rules, which was amended and came into effect on 1 May 2023, shall apply. You can obtain a copy of the SCCA Rules and the fee schedule from the [SCCA website](#).

Representation of the Parties

This letter has been sent to you based on the contact information provided to SCCA by the Claimant. Please contact SCCA immediately if you do not represent any of the parties in this dispute.

SCCA confirms having received the power of attorney for Ms. Muneera al-Mubarak as the Claimant’s representative. We ask the Respondent to provide SCCA with complete contact details (including email address and phone number) for its legal representatives or any other representatives, along with sufficient proof of authorization.

SCCA will communicate exclusively with the legal representative of any party as soon as they are added to the case file. Accordingly, SCCA will cease sending any correspondence to the represented party unless directed otherwise.

SCCA Administrator

I will be your primary point of contact at SCCA regarding this matter. You can reach us at malyousif@sadr.org. Please contact me exclusively on all future correspondence, adding other parties to the message.

Answer and Counterclaim (if any)

In accordance with Article 6 of the SCCA Rules, the Respondent must submit an answer to the RFP to SCCA within 30 days from the date of commencement of proceedings, i.e., by **8 September 2026**, and also provide the Claimant with a copy of the answer.

If the Respondent wishes to file a counterclaim, it must submit the request to SCCA and the Claimant, together with all exhibits, in accordance with Article 6 (3) (a) of the SCCA Rules.

Formation of the Arbitral Tribunal

Article 10 of the Contract provides: “The arbitral tribunal shall consist of three arbitrators. Each party shall nominate one arbitrator, and the two nominated arbitrators shall agree on the selection of the third arbitrator (the presiding arbitrator).”

SCCA confirms having received the nomination of the arbitrator Mr. Jehad Nouraddin. In accordance with Article 16 (6) of the SCCA Rules, the Respondent must nominate an

arbitrator within 30 days from the commencement of proceedings, i.e., from the date of this letter, i.e., by **8 August 2026**. SCCA will summon the nominated arbitrators, and the procedures for their appointments will be completed by the SCCA Court.

Publication of the Arbitral Award

In accordance with Article 36 (3) of the SCCA Rules, SCCA may publish any arbitral award, order, decision, or any other ruling, unless any party objects to the publication at any time prior to the conclusion of the arbitration. In the event of publication, SCCA shall conceal the identity of those concerned in the award and redact the arbitral award, order, or decision.

If there is no objection from any party, the arbitral award or any order or decision issued in the case shall be subject to publication in accordance with the provisions of Article 36 (3) of the SCCA Rules.

General Information

Enclosed with this letter is a conflict of interest disclosure statement. We ask all parties to name any witness, expert, person, or entity having an interest in or connection to this dispute. This list will assist the arbitrators in disclosing any potential conflict of interest. Please note that the disclosure list is confidential and should be submitted to SCCA only. It should be submitted no later than **Saturday, 15 August 2026**.

Please be advised that this case will be administered in accordance with the Code of Ethics for Parties and Representatives attached to this letter.

In conclusion, we are attaching the Arbitration procedures Guide, which aims to provide you with some basic information about arbitration procedures. SCCA will provide the parties with information about the various stages of arbitration as the case progresses. SCCA encourages the parties to contact us at any time for additional information or to discuss arbitration procedures, to assist the parties in resolving the dispute in the best way possible.

Please note that all discussions related to the arbitrability of the dispute and all matters pertaining to the subject of the dispute fall exclusively within the jurisdiction of the arbitral tribunal. Accordingly, they must be directed to the arbitral tribunal once it is formed. Please note that your non-participation in the arbitration proceedings will not preclude the arbitral tribunal from issuing an enforceable arbitral award in accordance with the applicable laws and regulations or international treaties.

We look forward to working with you and providing you with all possible assistance during the arbitration proceedings.

Mohammed al-Yousif
Case Consultant
malyousif@sadr.org

Attachments:

- Conflict of Interest Disclosure Statement (not attached)
- General information on arbitration and SCCA arbitration proceedings (not attached)
- Code of Ethics for Parties and Representatives (not attached)
- Copy of Request for Arbitration (not attached)

قانونيون
للمحاماة والاستشارات القانونية

Saudi Center for Commercial Arbitration

Case No. SCCA-Arb-1016

Answer to Request for Arbitration

Under Article 6 of the Saudi Center for Commercial Arbitration 2023
Arbitration Rules

Mouna Food Services and Logistics (Public Shareholding Company)
“Claimant”

v.

Agro Control Systems
“Respondent”

قانونيون

للمحاماة والاستشارات القانونية

Introduction

1. Agro Control Systems (“**Respondent**”) has received an arbitration request submitted by Mouna Food Services and Logistics (Public Shareholding Company) (“**Claimant**”) on 3 August 2026, along with an urgent application for submission of documents. Accordingly, we submit this answer within the time limit prescribed in Article 6 of the Saudi Center for Commercial Arbitration 2023 Arbitration Rules.
2. The Respondent categorically rejects any breach attributed to it; the supplied devices conform to the contract and the model that the Claimant itself piloted for a full three months in its silos, after which it confirmed its suitability. The devices have been approved, and a report confirming their conformity to the specifications was issued by an independent inspection firm prior to shipping. Their conformity to the specifications was also confirmed after installation and operation by the Claimant itself.
3. Before going into the merits, the Respondent invokes an urgent procedural plea to be prioritized, namely that the document referred to in the arbitration request as **Claimant Exhibit 7** should be excluded from the case file. This document came into the Claimant’s possession by mistake, in the context of express amicable settlement negotiations and in the absence of any intention to disclose it or waive any protection surrounding it. The Claimant then proceeded to seize it and rely upon it instead of notifying the Respondent of the mistake. This is a plea that must be resolved prior to any further proceedings in the case.
4. As for the merits, the Claimant has lost the right to invoke non-conformity, pursuant to Articles 38 and 39 of the Vienna Convention, as no actual inspection of the devices was conducted until 113 days after delivery, and no notification was made until seven months and six days afterward. This alone is sufficient to reject the case in its entirety.
5. We also argue that the devices were conforming at the time of shipment, and any subsequent malfunction is attributable to factors entirely within the Claimant’s control and having nothing to do with the Respondent, whether relating to installation – which it [the Claimant] undertook at its own responsibility pursuant to the contract – or relating to the condition of the grain when loaded into the silos, management of ventilation and storage, and the decision to load fully. The Claimant breached the duty to mitigate damage, and it is

claiming amounts that are roughly eight times the contract value, which have not been substantiated and were not anticipated at the time of the contract.

6. **This answer to the request for arbitration is divided into five sections as follows:**

- I. Names of the Parties and Their Representatives
- II. Facts of the Dispute and Description of the Claim
- III. Applicable Law
- IV. Formation of the Arbitral Tribunal
- V. Respondent's Requests

I. **Respondent's legal representative:**

Claimant: Mouna Food Services and Logistics (Public Shareholding Company)	Respondent: Agro Control Systems
Claimant's representative: Riad al-Jaber, Company CEO Address: 223 Al-Ahly Street, P.O. Box 76606, Al-Wadi, Desert Kingdom Telephone: 2214400767 Email: r.aljaber@mouna.com	Respondent's representative: Sarah Adam, Company CEO Address: 59 Al-Mutanabbi Street, PO Box 8221, Peace City, Republic of the Alps Telephone: 007083366222 Email: s.adam@agrocontrol.al
Claimant's legal representative: Diwan & Partners, represented by the lawyer Muneera al-Mubarak Address: 698 Valley Street, 40th floor, P.O. Box 376, Al-Wadi, Desert Kingdom Telephone: 003224494211 Email: m.almubarak@Diwan.com	Respondent's legal representative: Qanoonyoon Law Firm and Legal Consultancy Group, represented by the lawyer Saud al-Ahmad Address: 35 Main Street, P.O. Box 2325, Republic of the Alps Email: s.alahmad@qanoonyoon.na

II. Facts of the Dispute and Description of the Claim

7. The Respondent is Agro Control Systems, a company specializing in manufacturing and supplying industrial measurement and sensing devices, incorporated in 2010 in the Republic of the Alps. Its products are ISO certified for industries of this type, and it is highly reputed among storage facility operators.
8. On 4 February 2025, the Respondent met the Claimant during taking part in the International Food Security Conference held in the Republic of the Alps. The Respondent presented a comprehensive overview of all the services and products it offers, including 80 GHz radar level transmitters with integrated moisture and oxygen sensors.
9. At the time, the parties talked about the new standards announced by the Desert Kingdom Ministry of Commerce and Agriculture in its efforts to ensure a strategic reserve of wheat. In this context, the Respondent confidently and without hesitation stated that all of its products have been designed according to the highest quality standards, as confirmed by all the certificates it presented.
10. To reassure the Claimant, the Respondent offered to send a sample unit to pilot prior to finalizing the contract, at no additional cost. This was an exceptional offer not typically made by suppliers. The Claimant itself undertook the installation of the sample unit in Silo 12, where it was put into operation and monitored over a period of three full months under the supervision of Ms. Layan al-Fares. The Claimant acknowledged the quality of the device and its suitability for the purpose; accordingly, a contract was signed between the parties.
11. The contract was signed on 1 July 2025. It expressly provides for the supply of 50 units with a total value of USD 2,100,000. It further provides that the delivery shall take place at the site of the Claimant's silos and that the Claimant shall undertake the installation at its own responsibility – a clause pivotal to defining the scope of each party's obligation and identifying the moment of risk transfer.
12. To ensure the performance of the agreement in all its details, the Respondent contracted with Mizan Technical Inspection and Examination Firm – an independent, specialized firm – to conduct conformity and calibration tests prior to shipping. It also invited the Claimant to be present for the test and sample collection, and we were surprised that no representative was present, without any reason for the absence having been given. Neither was there any mention of reservations or objections regarding Mizan's neutrality or competence (Respondent Exhibit 1).

13. On 18 September 2025, Mizan issued its report confirming that the specifications of the devices conformed to the specifications outlined in the contract. Out of care to implement the agreement, the Respondent delivered a copy of the report to the Claimant prior to shipping (**Respondent Exhibit 2**). No objections were raised at the time, nor was there any request for clarification regarding the inspection process, as testified to by Quality Assurance Officer Mr. Kareem Dawood (**Respondent Exhibit3**).
14. On 1 October 2025, the Respondent made timely delivery of the entire shipment (50 units) to the site. The Claimant did not refuse to receive the devices or express any reservations during the delivery process. Thus, the Respondent has fulfilled its main contractual obligation in full (**Respondent Exhibit 4**). The Claimant, however, took 50 days for installation (until 20 November 2025), then 61 days to commence operations with partial loading. After that, it inspected samples on 22 January 2026, and sent them to its own laboratory. We find that the report from the Claimant's laboratory itself confirms that the samples were sound and conformed to specifications – this is testimony issuing from the Claimant itself. Following installation and actual operation, the Claimant decided to load its silos to full capacity. Sixty-nine days then passed with no inspection or known follow-up. Thus, in accordance with Article 35 of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) ("**CISG**"), specifically paragraphs (2) (a) and (2) (c), the Respondent supplied devices conforming to the model it sent to the Claimant, according to the inspections conducted prior to delivery and after installation.
15. Nearly six months later, on 1 April 2026, the Claimant decided to conduct a routine inspection with its company. It then came on 7 May 2026 to notify the Respondent of the non-conformity of the units and demand compensation! Such conduct is contrary to Articles 38 and 39 (1) of CISG, which require the buyer to examine the goods within as short a period as is practicable and to notify the seller of any potential defect within a reasonable time. The Claimant did not comply with these procedures. Through its dereliction in this regard, it has lost the right to invoke non-conformity, if proven.
16. The Respondent also categorically refuses to be held responsible for the damage to the wheat grain. It is astonished by the Claimant's conduct and its negligence in failing to take any measures to mitigate its losses, including, but not limited to, transferring quantities of wheat that remained in good condition to alternative sites to preserve them against spoilage. The Claimant also rejected the Respondent's offer to send a technical team to

conduct an inspection and recalibration at no additional charge, in contravention of Article 77 of CISG (**Respondent Exhibit 5**).

17. On 20 June 2026, the Respondent received a letter from the Claimant, stating in the heading of the letter that it wanted to resolve the dispute amicably, while actually demanding that the Respondent produce a set of documents! It was an extremely strange situation, and yet the Respondent did not hesitate to reply and explain that it was unable to send a number of the documents for reasons of trade secrecy. Nevertheless, with a view to ensuring the success of the amicable efforts, the Respondent sent a link to several documents related to the inspections and correspondence from the inspection firm regarding the report dated 18 September 2025.
18. Instead of finding a way to reach a solution through amicable efforts, the Claimant resorted to exploiting certain documents falling within the scope of confidentiality and privacy, publicly relying on them by including them in the arbitration request exhibits and characterizing them as an acknowledgment of liability, instead of informing the Respondent that it had them, returning them to the Respondent, and destroying the copies in its possession to preserve trade secrets.
19. The Respondent therefore petitions the arbitral tribunal to rule to exclude **Respondent Exhibit 7** and everything derived from it from the case file, to obligate the Claimant to destroy any copies in its possession and confirm this in writing, and to further rule that it shall not be relied upon on it in any memorandum, pleading, or expert report, and for the tribunal to take the Claimant's conduct into account when allocating the expenses in accordance with Article 25 (6) of the SCCA rules. The respondent objects to the urgent application for the submission of documents in form and on the merits, and it petitions for this application to be rejected. It will respond to the urgent application in the attachment below.

III. Applicable Law:

20. Pursuant to Article 10 of the contract, the law applicable to the subject is the 1980 United Nations Convention on Contracts for the International Sale of Goods, known as the "Vienna Convention," with reference to the UNIDROIT Principles of International Commercial Contracts (2016 version) in matters beyond the scope of the Convention.

IV. Formation of the Arbitral Tribunal

21. The Respondent agrees that the arbitral tribunal shall consist of three arbitrators as per the contract, and it nominates Ms. Dana al-Majed, independent international arbitrator; address: 66 Dar al-Farah, Route 89, Janoub State; telephone: +33 6 88 45 12 98; email: dana.almajed@gmail.com.

V. Respondent's Requests

The Respondent petitions the arbitral tribunal to:

- 1- Exclude Claimant Exhibit 7 and everything derived from it from the case file, obligate the Claimant to destroy any copies in its possession and confirm this in writing, and prohibit reliance on it in any memorandum, pleading, or expert report, and to adjudicate this request at the outset of the proceedings.
- 2- Reject the urgent application for submission of documents or, as an alternative, postpone consideration thereof until after the exchange of initial memoranda, and to administer this application according to the usual schedule of requests to produce.
- 3- Deny the request to obligate the Respondent to deliver and install 50 replacement units or the request for a refund, as the devices delivered conformed to the specifications at the time of delivery.
- 4- Deny compensation for loss of profit, as it has not occurred.
- 5- As a full alternative defense, reduce any compensation awarded by the amount that the Claimant could have avoided, in application of Article 77, and limit it to the damage foreseeable at the time of the contract, in application of Article 74.
- 6- Obligate the Claimant to pay all arbitration costs, expenses, and attorney's fees.
- 7- The Respondent retains its right to amend its pleas and/or requests and to file a counterclaim in subsequent stages.

Respondent's attorney
Qanoonyoon Law Firm and Legal Consultancy
Lawyer Saud al-Ahmad
2 September 2026



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للمحاماة والاستشارات القانونية

Response to the Urgent Application for Submission of Documents

Filed alongside the Answer to the Request for Arbitration under Articles 25 and 27 of the
Saudi Center for Commercial Arbitration 2023 Arbitration Rules

I. Subject of application

1. The respondent objects to the urgent application in form and on the merits, and it petitions for this application to be rejected.

II. The application is premature and contrary to the established sequence

2. The established principle is that applications for the submission of documents are handled after the exchange of the initial memoranda – once the matters actually in dispute have been identified – so that the tribunal can assess relevance and significance based on a fully articulated case rather than on hypotheticals.
3. What the Claimant labels a matter of urgency is, in fact, an admission from the Claimant that the requested documents are determinative of whether the Claimant has a case in the first place, in its own words. This turns the function of production on its head: it is a means to support an existing claim, not a means to discover whether a claim exists. In making this admission, the Claimant is admitting that it has initiated arbitration without possessing evidence therefor in accordance with Article 25 (4) of the SCCA rules.

III. The application is exploratory in scope and pertains to confidential topics

4. The third request – for ISO reports, calibration records, and periodic test results covering three years – is exploratory; it is not targeting a known document expected to exist, but rather seeks to search the Respondent's entire technical archive in the hope of finding something to support a claim that has not yet been established. The tribunal is permitted to limit this under Article 28 (2) of the SCCA rules. The first and second requests relate to materials that do not exist as described by the Claimant; the first test produced no "report" in the technical sense, but rather preliminary data, working notes, and drafts that were

5. The internal calibration records and testing protocols contain trade secrets that are at the core of the Respondent's competitive, as they reveal tolerance limits, control methods, and programming methodology. The contract itself stipulates that both parties are bound by the confidentiality of technical and commercial documents. While Article 44 (2) of the SCCA rules authorizes the tribunal to take measures to protect trade secrets, such protection is a matter of degree and does not justify disclosure where the request is exploratory, as an overbroad request cannot be remedied with confidentiality arrangements, but ought to be denied or its scope narrowed from the outset.

6. An adverse inference is not to be drawn except in the event of failure to comply with an order issued by the tribunal in the absence of an acceptable reason. Moreover, the Claimant seeks an inference to the effect that the results of the first test contradicted the final report; this is not an inference drawn from failure to act, but rather the essence of the dispute and the subject matter to be proved in the claim. If this were granted, it would transfer the burden of proof from itself to the Respondent, which is not permitted under the SCCA rules or Article 9 (6) of the International Bar Association rules, which ensures that adverse inference is a sanction for procedural conduct rather than a substitute for evidence.

7. The response to the list of requested documents has been attached using the Redfern Schedule for the document request provided by the Claimant².

arabicmoot.org
arabicmoot ☎ 92000 3625

Respondent Exhibit 1

From: s.adam@agrocontrol.al

Date: 6 September 2025, 10:05 a.m.

To: r.aljaber@mouna.com

Subject: Invitation to attend technical test and sample collection

Mr. Riad al-Jaber,

Greetings,

We want to ensure fulfillment the technical procedures and contractual obligations related to the shipment of goods, and in order to complete the necessary testing and calibration procedures before the shipping date, we would like to inform you that Mizan Technical Inspection and Examination Firm will carry out the technical test and sample collection on 8 September 2025.

Accordingly, we invite your representatives to be present for the testing and sample collection procedures and to view the technical procedures implemented on the scheduled date mentioned above.

We kindly ask you to confirm your attendance. If there are any comments or reservations regarding the inspection procedures or the party carrying them out, please notify us in advance.

Sincerely,

Sarah Adam
CEO



Respondent Exhibit 2

From: Kareem Dawood k.dawood@agrocontrol.al

Date: 19 September 2025, 9:15 a.m.

To: Layan al-Fares l.al-fares@mouna.com

cc: Sultan al-Sultan s.al-sultan@mouna.com Sarah Adam s.adam@agrocontrol.al

FW: Subject: Technical Inspection Report No. MZ-2025-0918-RAD

 [Technical Inspection Report No. MZ-2025-0918-RAD – Agro Control Systems](#)

1 recipient has read this message.

s.al-sultan@mouna.com read this at 2:01PM on 19/09/2025 [show receipt](#)

Dear Ms. Al-Fares and Mr. Al-Sultan,

Greetings,

Attached you will find the reported on the technical inspection conducted by our Company on the devices specific to your order.

Accordingly, the order will be ready for shipment to the site of your silos within a period not exceeding two weeks, as confirmed to us by the shipping company. Our company will start shipping the devices directly right the weekend to meet the delivery deadline in the contract. In case of any change or modification, we kindly ask you to inform us as soon as possible to avoid any confusion.

Thank you for your continued cooperation,

Kareem Dawood
Quality Assurance Officer



From: Zeina Salah Zeina.salah@mizan.net

Date: 18 September 2025, 5:43 p.m.

To: Karem Dawood k.dawood@agrocontrol.al

cc: Sarah Adam s.adam@agrocontrol.al

Subject: Technical Inspection Report No. MZ-2025-0918-RAD

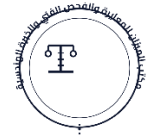
 [Technical Inspection Report No. MZ-2025-0918-RAD –Agro Control Systems](#)

Greetings,

You will find attached Technical Inspection Report No. MZ-2025-0918-RAD dated 15 September 2025 regarding the samples taken at your factory. We are available for any clarification or inquiry concerning the report.

Thank you for choosing Mizan Technical Inspection and Examination Firm.

Zeina Salah
Head of Measurement Systems Inspection Department
Mizan Technical Inspection and Examination Firm



**Mizan**

Technical Inspection
and Examination Firm

Technical Inspection Report No. MZ-2025-0918-RAD

Conformity inspection of 80 GHz radar level transmitters equipped with integrated moisture and oxygen sensors

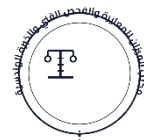
1.	Parties involved and scope of inspection: Employer: Agro Control Systems (Supplier) Beneficiary/Buyer: Mouna Silos and Food Storage (Public Shareholding Company) Scope of assignment: Perform an inspection and conformity testing of a sample taken from the supply batch designated for the grain silos project, consisting of: 80 GHz radar level transmitters equipped with integrated moisture and oxygen sensors														
2.	References and approved standard (as attached) from the terms and technical specifications agreed upon by both parties														
3.	Procedural history and inspection record 1- First inspection and test (excluded): Date: 8 September 2025; Location: Agro Control Systems headquarters Notes: Parties present: Mr. Kareem Dawood (Agro Quality Assurance Officer), representing the supplier, and the engineer assigned by Mizan. Notes: The initial inspection was conducted on a sample consisting of five units. 2- Re-sampling and second test (as approved in this report): Date: 15 September 2025. Notes: The inspection was carried out in the presence of the Agro Quality Assurance Officer.														
4.	Results of technical inspection of samples: <table><tr><td>Unit</td><td>Integrated moisture sensor</td><td>Integrated oxygen sensor inspection standard</td><td>Permissible limit</td><td>Technical opinion</td></tr><tr><td></td><td></td><td></td><td></td><td></td></tr></table>					Unit	Integrated moisture sensor	Integrated oxygen sensor inspection standard	Permissible limit	Technical opinion					
Unit	Integrated moisture sensor	Integrated oxygen sensor inspection standard	Permissible limit	Technical opinion											

		inspection standard			
	Unit U1	Conforms to specifications	Conforms to specifications	$\pm 0.3\%$ for moisture / $\pm 0.1\%$ for oxygen	Acceptable
	Unit U2	Conforms to specifications	Conforms to specifications	$\pm 0.3\%$ for moisture / $\pm 0.1\%$ for oxygen	Acceptable
	Unit U3	Conforms to specifications	Conforms to specifications	$\pm 0.3\%$ for moisture / $\pm 0.1\%$ for oxygen	Acceptable
	Unit U4	Conforms to specifications	Conforms to specifications	$\pm 0.3\%$ for moisture / $\pm 0.1\%$ for oxygen	Acceptable
	Unit U5	Conforms to specifications	Conforms to specifications	$\pm 0.3\%$ for moisture / $\pm 0.1\%$ for oxygen	Acceptable
5.	Based on the above, the five devices inspected conform to the normative specifications within the limits of the measurements and testing conditions described.				

This report, with the detailed data therein, has been issued in duplicate. One copy has been retained by Mizan Technical Inspection and Examination Firm, and the other by Agro Control Systems.

Head of the Measurement Systems Inspection Department – Mizan Technical Inspection and Examination Firm

Date: 18 September 2025



Note: The following documents are not included:

1. Annex 1: Expert disclosure certificate
2. Annex 2: Expert's CV
3. Annex 3: Inspection methodology and procedures
4. Annex 4: Data table and images

Written Testimony

1. My name is Kareem Dawood. My residence is located at Building 5-B, Green Street, P.O. Box 3368, Peace City, Republic of the Alps. I hold a Bachelor's degree in Industrial Engineering from Scholastic University in the Republic of the Alps. Since 2017, I have worked as a Quality Assurance Officer at Agro Control Systems (the Respondent), which has its address at 59 Al-Mutanabbi Street, PO Box 8221, Peace City, Republic of the Alps. My current tasks include inspecting incoming materials and electronic components used in manufacturing, monitoring production processes, training production teams for continuous performance improvement, ensuring compliance with quality and safety standards, and finally, calibrating and testing manufactured devices in conditions that simulate actual silo environments (dust, moisture, heat).
2. I give this testimony based on my direct knowledge of the facts contained herein, by virtue of the fact that I am familiar with and personally supervise the production, manufacturing, monitoring, and follow-up for moisture and oxygen meters, which are the subject of dispute with Mouna Food Services and Logistics Company (the Claimant). I am not a party to this dispute.
3. Our 80 GHz radar level transmitters with integrated moisture and oxygen sensors are measurement devices that operate on very precise and advanced software, and they undergo continuous and ongoing development aimed at improving the accuracy of readings. These devices are equipped with integrated sensors that measure moisture and oxygen, allowing for the collection of additional data about the properties of the measured medium and continuous monitoring of the medium, as well as improved accuracy and efficiency in measurement, monitoring, and control processes. They have received a very high rating for performance and quality. A meeting was held with Mouna to agree on their desired

specifications, which were indeed agreed upon after a sample device was sent to the Claimant as a goodwill initiative, at no additional cost apart from the installation and operation of the device, with the aim of affording the Claimant an opportunity to pilot it in a three-month live trial in the silo.

4. The parties to the dispute signed the contract on 1 July 2025 for the supply of 50 moisture and oxygen meters specially manufactured for grain silos in accordance with the agreed specifications. The contract specifically provides, in Article 6, that the devices must be examined and inspected by a technical expert before the goods are shipped to the Claimant, to verify that they conform to the prototype. This is standard practice for Agro Control Systems. The Respondent contracted with Mizan Technical Inspection and Examination Firm, an independent specialized firm, to conduct technical conformity and calibration tests prior to shipping. Mizan scheduled the inspection for 8 September 2025.
5. Ms. Sarah Adam, the Company's CEO, sent an email directly to the Claimant so it could be present for the testing and sample collection. Surprisingly, we received no response from the Claimant expressing any reservation about the inspection date or rejecting the inspection expert. On the day of the inspection, no representative from its side attended, and no explanation for the absence was sent. While Article 6 of the contract grants the Claimant the right to attend the inspection, it does not make this a requirement for a valid inspection. I requested to keep the date unchanged and complete the inspection to expedite things and avoid delaying the delivery, which was supposed to be completed by 1 October 2025 at the latest. Wanting to ensure the delivery of high-quality goods free from any issues, I asked Mizan to inspect a second sample of the devices. We completed the testing of the devices in the factory's designated environmental chamber under stable standard conditions simulating the operational environment of the silos.

6. On 18 September 2025, the inspection office issued its technical report confirming that the manufactured devices conformed to the contract specifications and the prototype. Accordingly, I personally sent an email containing a copy of the report to General Project Manager Mr. Sultan al-Sultan and Senior Operations Manager Ms. Layan al-Fares to inform the Claimant of the positive test result. I also clearly mentioned to them that the Respondent would start the delivery process immediately, as the delivery deadline was 1 October 2025, and asked them to notify me as soon as possible in case of any change to the agreement.
7. On 1 October 2025, the Respondent made timely delivery of the entire shipment to the site of the Claimant's silos. Mr. Sultan al-Sultan was there, and he did not express any reservations about the inspection report, the party that had conducted the inspection, or the delivery date. He received the devices in a normal manner, without raising any reservations.
8. I affirm that the content of this testimony is correct and consistent with my knowledge and understanding, and I express my complete willingness to appear before the arbitral tribunal to respond to any inquiry or clarification requested by the tribunal or the parties to the dispute. My signature below attests to the accuracy of the above.

Taken down in Peace City, Republic of the Alps

Date: 26/8/2026

Signature: Kareem Dawood

Kareem Dawood

Respondent Exhibit 4



CONTROL SYSTEM
Agro Control Systems

Receipt for the Delivery of Goods

Delivery date	1 October 2025
Supplier name	Agro Control Systems
Buyer name	Mouna Food Services and Logistics Company
Quantity	50 units, 80 GHz radar level transmitters equipped with integrated moisture and oxygen sensors
Delivery status	Completed on the specified date
Delivery location	Al-Wadi, Desert Kingdom

1- Product description

Item	Qty.	Description	Condition
1	50 units / 10 boxes	Sealed boxes containing 80 GHz radar level transmitters equipped with integrated moisture and oxygen sensors	In good condition, no visible damage

2- Notes

The Buyer received the shipment in full at the specified location and date. The boxes are sealed, and there are no technical notes, as the goods were not inspected at the time of receipt.

**Buyer – Mouna Food Services and
Logistics**

General Project Manager

Date: 1 October 2025



Supplier – Agro Control Systems

Delivery and Operations Officer

Date: 1 October 2025



From: Sarah Adams s.adam@agrocontrol.al

Date: 23 May 2026, 4:30 p.m.

To: Riad al-Jaber r.aljaber@mouna.com

Subject: Proposal to send a technical team to inspect the devices

Mr. Riad al-Jaber,

Greetings,

As we remain committed to cooperation, and to avoid exacerbating the current situation, we propose sending our technical team to the site of the silos to ascertain the performance of the measurement devices, at no additional cost to you. Our team would be able to review the technical data related to various stages of operation, allowing for a comparison between the results of the first period and subsequent periods and an assessment of performance stability and the accuracy of results in light of actual usage conditions.

The aim of this offer is to verify proper operation from a technical and engineering perspective, and to mitigate any subsequent damage that may arise from any potential malfunction. Please inform us of your decision as soon as possible.

Sincerely,

Sarah Adam
CEO



Confidential

17 August 2026

Lawyer Muneera al-Mubarak

Diwan & Partners

698 Valley Street, 40th floor, P.O. Box 376, Al-Wadi,
Desert Kingdom

Telephone: 003224494211

Email: m.almubarak@Diwan.com

Subject: Case No. (SCCA-Arb-1016) – Mouna Food Services and Logistics (Public Shareholding Company) ("Claimant") vs. Agro Control Systems ("Respondent") – Appointment of Arbitral Tribunal Member

Esteemed Parties,

Greetings,

We would like to inform you that the SCCA Court at the Saudi Center for Commercial Arbitration ("SCCA") has issued a decision appointing Mr. Jehad Nouraddin as a member of the arbitral tribunal in the above case. We are attaching the approval notice for the appointment of the arbitrator.

There will be no direct communication via phone or any other means with the arbitrator. All communication will take place by email, copying the other party and SCCA on correspondence. Communication regarding administrative or financial matters shall be exclusively with SCCA.

Sincerely,

Mohammed al-Yousif

Case Consultant

Mohd.

Enclosures: Appointment Approval Notice

Appointment Approval Notice

Case No. (SCCA-Arb-1016)

Mouna Food Services and Logistics (Public Shareholding Company) ("Claimant")

v.

Agro Control Systems Company ("Respondent")

1. Appointment Approval

I accept my nomination in this case as an arbitrator based on the SCCA Rules. I pledge to hear and adjudicate this case justly and fairly, in accordance with the SCCA Rules and the annexes thereto, the Code of Ethics for Arbitrators, and the parties' agreement.

I confirm that I am aware of the arbitration rules of the Saudi Center for Commercial Arbitration ("SCCA Rules") and the annexes thereto, and I will comply with the same. I accept the arbitral tribunal fees as detailed in SCCA's notice of compensation.

I acknowledge that my full name, nationality, role, and method of appointment may be published by SCCA or any third party authorized by SCCA. I confirm that SCCA, or a third party authorized by SCCA, may issue ruling(s) and procedural orders concerning me, in a manner that is adapted and modified to avoid identifying the parties.

2. Availability

I commit to dedicate the necessary time to work on and decide this matter in a serious, efficient, and expeditious manner. I confirm that no known, pending future tasks of any kind will interfere with the time I commit to this matter.

3. Neutrality and Independence

I acknowledge my duty under Article 17 of the SCCA Rules to inform SCCA of any circumstances that could cause doubts about my neutrality and/or independence. This includes, but is not limited to, any past or present relationship with the parties, their legal representatives, potential witnesses, or other individuals or entities with a direct or indirect interest in the outcome of this case. Such relationships could be, inter alia, of a financial, professional, or social nature. I acknowledge that this is an ongoing obligation throughout my time working on this case.

I confirm that I am aware of the disclosure guidelines for arbitrators working on SCCA-administered cases managed and the Code of Ethics for Arbitrators attached to this letter,

which require the disclosure of any interest or relationship that could create an appearance of bias.

I confirm that my acceptance is consistent with any local legal requirements and rules and regulations and/or ethical standards.

I acknowledge that my duty to ascertain and disclose conflicts of interest is an ongoing obligation throughout my tenure as an arbitrator in this case, and that failure to disclose any conflict of interest in a timely manner may result in my dismissal as an arbitrator and the removal of my name from the SCCA roster of arbitrators, if applicable.

If I am on the SCCA roster of arbitrators: I affirm the accuracy of the CV information held by SCCA – which SCCA has provided to the parties in this case – and confirm that it is current, correct, and complete. Otherwise, I confirm that I have attached an updated, correct CV.

If I am aware of any information that could cause doubts about my neutrality or independence, or create an appearance of bias, I will give a precise description of the nature of the potential conflict in a separate attached document. Where there is any doubt, the presumption is in favor of disclosure. I will give a full and precise description in any disclosure.

I affirm that I have conducted a thorough and careful investigation and examination of any possible conflict of interest, including a comprehensive review of the information I have obtained on the case up to the date of this declaration. I have then made any necessary disclosure as stipulated in the SCCA Rules and in accordance with the Code of Ethics for Arbitrators or any applicable law.

Please select **only one option** from the following:

☒ I have finished answering all the questions, and I have nothing to disclose. **-or-**

☐ I have finished answering all the questions, and I have attached a disclosure on a separate sheet. I affirm that I am neutral and independent, and I intend to continue as such.

Name: Jehad Nouraddin

Date: 16 August 2026



Confidential

11 September 2026

Saud al-Ahmad

Qanoonyoon Law Firm and Legal Consultancy

35 Main Street

P.O. Box 2325

Republic of the Alps

By email only:

s.alahmad@qanoonyoon.na

Subject: Case No. (SCCA-Arb-1016) – Mouna Food Services and Logistics (Public Shareholding Company) ("Claimant") vs. Agro Control Systems Company ("Respondent") – Appointment of Arbitral Tribunal Member

Esteemed Parties,

Greetings,

We would like to inform you that the SCCA Court at the Saudi Center for Commercial Arbitration ("SCCA") has issued a decision appointing Ms. Dana al-Majed as a member of the arbitral tribunal in the above case. We are attaching the approval notice for the appointment of the arbitrator.

There will be no direct communication via phone or any other means with the arbitrator. All communication will take place by email, copying the other party and SCCA on correspondence. Communication regarding administrative or financial matters shall be exclusively with SCCA.

Sincerely,

Mohammed al-Yousif

Case Consultant

Mohd

Enclosures: Appointment Approval Notice

Appointment Approval Notice

Case No. (SCCA-Arb-1016)

Mouna Food Services and Logistics (Public Shareholding Company) ("Claimant")

v.

Agro Control Systems Company ("Respondent")

1. Appointment Approval

I accept my nomination in this case as an arbitrator based on the SCCA Rules. I pledge to hear and adjudicate this case justly and fairly, in accordance with the SCCA Rules and the annexes thereto, the Code of Ethics for Arbitrators, and the parties' agreement.

I confirm that I am aware of the arbitration rules of the Saudi Center for Commercial Arbitration ("SCCA Rules") and the annexes thereto, and I will comply with the same. I accept the arbitral tribunal fees as detailed in SCCA's notice of compensation.

I acknowledge that my full name, nationality, role, and method of appointment may be published by SCCA or any third party authorized by SCCA. I confirm that SCCA, or a third party authorized by SCCA, may issue ruling(s) and procedural orders concerning me, in a manner that is adapted and modified to avoid identifying the parties.

2. Availability

I commit to dedicate the necessary time to work on and decide this matter in a serious, efficient, and expeditious manner. I confirm that no known, pending future tasks of any kind will interfere with the time I commit to this matter.

3. Neutrality and Independence

I acknowledge my duty under Article 17 of the SCCA Rules to inform SCCA of any circumstances that could cause doubts about my neutrality and/or independence. This includes, but is not limited to, any past or present relationship with the parties, their legal representatives, potential witnesses, or other individuals or entities with a direct or indirect interest in the outcome of this case. Such relationships could be, inter alia, of a financial, professional, or social nature. I acknowledge that this is an ongoing obligation throughout my time working on this case.

I confirm that I am aware of the disclosure guidelines for arbitrators working on SCCA-administered cases managed and the Code of Ethics for Arbitrators attached to this letter,

which require the disclosure of any interest or relationship that could create an appearance of bias.

I confirm that my acceptance is consistent with any local legal requirements and rules and regulations and/or ethical standards.

I acknowledge that my duty to ascertain and disclose conflicts of interest is an ongoing obligation throughout my tenure as an arbitrator in this case, and that failure to disclose any conflict of interest in a timely manner may result in my dismissal as an arbitrator and the removal of my name from the SCCA roster of arbitrators, if applicable.

If I am on the SCCA roster of arbitrators: I affirm the accuracy of the CV information held by SCCA – which SCCA has provided to the parties in this case – and confirm that it is current, correct, and complete. Otherwise, I confirm that I have attached an updated, correct CV.

If I am aware of any information that could cause doubts about my neutrality or independence, or create an appearance of bias, I will give a precise description of the nature of the potential conflict in a separate attached document. Where there is any doubt, the presumption is in favor of disclosure. I will give a full and precise description in any disclosure.

I affirm that I have conducted a thorough and careful investigation and examination of any possible conflict of interest, including a comprehensive review of the information I have obtained on the case up to the date of this declaration. I have then made any necessary disclosure as stipulated in the SCCA Rules and in accordance with the Code of Ethics for Arbitrators or any applicable law.

Please select **only one option** from the following:

☒ I have finished answering all the questions, and I have nothing to disclose.

-or-

☐ I have finished answering all the questions, and I have attached a disclosure on a separate sheet. I affirm that I am neutral and independent, and I intend to continue as such.

Signature:

Name: Dana al-Majed



Confidential

21 September 2026

Lawyer Muneera al-Mubarak
Diwan & Partners
698 Valley Street, 40th floor, P.O. Box 376,
Al-Wadi, Desert Kingdom
Telephone: 003224494211
By Email only: m.almubarak@Diwan.com

Saud al-Ahmad
Qanoonyoon Law Firm and Legal
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Alps
By email only:
s.alahmad@qanoonyoon.na

Subject: Case No. (SCCA-Arb-1016) – Mouna Food Services and Logistics (Public Shareholding Company) ("Claimant") vs. Agro Control Systems Company ("Respondent") – Appointment of Presiding Arbitrator

Esteemed Parties,

Greetings,

We would like to inform you that the SCCA Court at the Saudi Center for Commercial Arbitration ("SCCA") has issued a decision appointing Dr. Abdulaziz Jawad as a Presiding Arbitrator of the arbitral tribunal in the above case. We are attaching the approval notice for the appointment of the arbitrator.

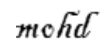
The arbitral tribunal will communicate with both parties to explain the next steps in these arbitration proceedings.

Unless the arbitral tribunal directs otherwise, there will be no direct communication via phone or any other means with the arbitral tribunal. All communication will take place by email, copying the other party and SCCA on correspondence. Communication regarding administrative or financial matters shall be exclusively with SCCA.

Sincerely,

Mohammed al-Yousif

Case Counsel



Enclosures: Appointment Approval Notice

Appointment Approval Notice

Case No. (SCCA-Arb-1016)

Mouna Food Services and Logistics (Public Shareholding Company) ("Claimant")

v.

Agro Control Systems Company ("Respondent")

1. Appointment Approval

I accept my nomination in this case as an arbitrator based on the SCCA Rules. I pledge to hear and adjudicate this case justly and fairly, in accordance with the SCCA Rules and the annexes thereto, the Code of Ethics for Arbitrators, and the parties' agreement.

I confirm that I am aware of the arbitration rules of the Saudi Center for Commercial Arbitration ("SCCA Rules") and the annexes thereto, and I will comply with the same. I accept the arbitral tribunal fees as detailed in SCCA's notice of compensation.

I acknowledge that my full name, nationality, role, and method of appointment may be published by SCCA or any third party authorized by SCCA. I confirm that SCCA, or a third party authorized by SCCA, may issue ruling(s) and procedural orders concerning me, in a manner that is adapted and modified to avoid identifying the parties.

2. Availability

I commit to dedicate the necessary time to work on and decide this matter in a serious, efficient, and expeditious manner. I confirm that no known, pending future tasks of any kind will interfere with the time I commit to this matter.

3. Neutrality and Independence

I acknowledge my duty under Article 17 of the SCCA Rules to inform SCCA of any circumstances that could cause doubts about my neutrality and/or independence. This includes, but is not limited to, any past or present relationship with the parties, their legal representatives, potential witnesses, or other individuals or entities with a direct or indirect interest in the outcome of this case. Such relationships could be, inter alia, of a financial, professional, or social nature. I acknowledge that this is an ongoing obligation throughout my time working on this case.

I confirm that I am aware of the disclosure guidelines for arbitrators working on SCCA-administered cases managed and the Code of Ethics for Arbitrators attached to this letter,

which require the disclosure of any interest or relationship that could create an appearance of bias.

I confirm that my acceptance is consistent with any local legal requirements and rules and regulations and/or ethical standards.

I acknowledge that my duty to ascertain and disclose conflicts of interest is an ongoing obligation throughout my tenure as an arbitrator in this case, and that failure to disclose any conflict of interest in a timely manner may result in my dismissal as an arbitrator and the removal of my name from the SCCA roster of arbitrators, if applicable.

If I am on the SCCA roster of arbitrators: I affirm the accuracy of the CV information held by SCCA – which SCCA has provided to the parties in this case – and confirm that it is current, correct, and complete. Otherwise, I confirm that I have attached an updated, correct CV.

If I am aware of any information that could cause doubts about my neutrality or independence, or create an appearance of bias, I will give a precise description of the nature of the potential conflict in a separate attached document. Where there is any doubt, the presumption is in favor of disclosure. I will give a full and precise description in any disclosure.

I affirm that I have conducted a thorough and careful investigation and examination of any possible conflict of interest, including a comprehensive review of the information I have obtained on the case up to the date of this declaration. I have then made any necessary disclosure as stipulated in the SCCA Rules and in accordance with the Code of Ethics for Arbitrators or any applicable law.

Please select **only one option** from the following:

☒ I have finished answering all the questions, and I have nothing to disclose.

☐ I have finished answering all the questions, and I have attached a disclosure on a separate sheet. I affirm that I am neutral and independent, and I intend to continue as such.

Signature:

Name: Dr. Abdulaziz Jawad

Date: 20 September 2026



Saudi Center for Commercial Arbitration Case No. (SCCA-Arb-1016)

Filed by

**Mouna Food Services and Logistics (Public Shareholding
Company)
("Claimant")**

v.

**Agro Control Systems
("Respondent")**

PROCEDURAL ORDER NO. 1

II. Written Memoranda

5. The Claimant and the Respondent shall file their written memoranda within the specified time limits (the parties will be provided with the timetable at a later stage).
6. The parties shall submit their written memoranda on double-sided A4-size paper.

III. Evidence

7. With respect to evidentiary matters, the Arbitral Tribunal shall apply the Rules of the Center and may be guided by the rules of evidence internationally recognized in international commercial arbitration, including the International Bar Association Rules on the Taking of Evidence in International Arbitration (2020), as a non-binding source of guidance, without this being understood as an agreement by the parties to apply them. The Tribunal notes the Respondent's reservation in this regard.

IV. Witness Testimony and Expert Reports

8. The written statement submitted by any witness shall constitute that witness's direct examination before the Arbitral Tribunal.
9. Any member of the Arbitral Tribunal may, at any time during the hearing, put such questions as it deems appropriate to witnesses or experts for clarification, to inquire into the facts and technical evidence, or to test the accuracy, independence, and reliability of the statements contained in their written testimony.
10. The Arbitral Tribunal shall not be bound by the scope of the questions put by the parties during examination, and shall have full discretion to question the witness regarding technical details, the nature of the devices, calibration standards, or the conditions of the field and laboratory tests referred to in the testimony or technical reports.
11. The Arbitral Tribunal may put to a witness or expert, during examination, any document or technical report submitted in the case and require the witness or expert to clarify any inconsistency between their written testimony and the operational facts or inspection reports.

12. The Arbitral Tribunal shall be entitled, after consulting the parties, to appoint an expert and to define the terms of that expert's mandate, should it consider this necessary.
13. Each party shall bear the costs associated with adducing the testimony of its witnesses and experts, without prejudice to the Arbitral Tribunal's decision, at the conclusion of the proceedings, as to which party shall ultimately bear such costs.
14. The foregoing provisions shall also apply to experts, with the additional requirement that the expert's report include an affirmation of the expert's duty to assist the Arbitral Tribunal.

V. The Oral Hearing

15. The proceedings at the oral hearing shall be conducted in accordance with what the parties to the arbitration agree upon prior to the commencement of that hearing. The Arbitral Tribunal shall be entitled to direct the conduct of the proceedings as it deems appropriate in order to achieve procedural fairness and equality between the parties at the oral hearing.

VI. Language of Arbitration and Translation

16. In accordance with the parties' agreement, the language of the arbitration is Arabic, and all memoranda and testimony, including expert reports and witness statements, shall be submitted in Arabic. An Arabic translation shall be provided for documents drawn up in any other language.
17. An unofficial (customary) translation of legal texts and documents drawn up in a language other than Arabic shall suffice. Should a party object to such unofficial translation on specified grounds, the Arbitral Tribunal shall be entitled to adopt the translation it deems appropriate.

VII. Confidentiality

18. The parties shall maintain the confidentiality of the arbitration proceedings and of the documents exchanged therein, and shall use such documents solely for the purposes of this arbitration and for no other purpose. Pursuant to Article (44/2) of the Rules of the Center, the Tribunal may adopt such measures as it deems appropriate to protect trade secrets and confidential information, including limiting access to a narrow circle of persons or redacting matters unrelated to the dispute.

19. Pending the Tribunal's determination of the first issue identified below, any use of "Claimant Exhibit 8" is suspended; its contents shall not be referred to or cited in any memorandum, expert report, or oral argument, and no claim shall be based thereon. This suspension shall not be regarded as prejudging the substance of that issue or as a ruling thereon, but rather as a precautionary measure preserving the respective positions of both parties.

VIII. Amendment of Orders

20. Changes may be made to any order issued by the Arbitral Tribunal, whether upon the request of a party or on the Tribunal's own initiative, should circumstances so require.

IX. Correspondence between the Arbitral Tribunal and the Parties

21. The Chairman of the Arbitral Tribunal, or a member designated by the Chairman, shall be responsible for corresponding with the parties and consulting with them regarding the arbitration proceedings generally.

X. Agreed Matters

22. The Rules of the Saudi Center for Commercial Arbitration in force as of 1 May 2023 are the procedural rules applicable to the dispute.

23. The law applicable to the arbitration proceedings is the Desert Kingdom Arbitration Law, which fully adopts the UNCITRAL Model Law on International Commercial Arbitration of 1958, as subsequently amended.
24. The parties acknowledge that all the states referred to above are contracting states that have ratified the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG), and that their general civil law regime constitutes a complete adoption of the principles of the International Institute for the Unification of Private Law ("UNIDROIT") (Fourth Edition, 2016, as translated in 2025).
25. The parties acknowledge that all the states referred to above have ratified the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, internationally known as the New York Convention.

XI. Order Directed to the Parties

Having reviewed the case file, the Arbitral Tribunal requests the parties to file memoranda addressing and responding to the following questions; the memoranda shall not depart from the scope of answering the following questions:

- (1) May the Respondent request the exclusion of documents on the ground that they are protected by professional privilege in respect of attorney-client communications, in light of the Arbitration Rules of the Saudi Center for Commercial Arbitration and the International Bar Association Rules on the Taking of Evidence in International Arbitration; and may the Respondent rely on the professional conduct rules applicable under the common law system by which its counsel and legal representative are bound to assert the privilege attaching to that document, such that it is inadmissible before the Arbitral Tribunal, notwithstanding that the seat of arbitration is the Desert Kingdom, where the common law system does not apply?
- (2) Does the Respondent's refusal to produce evidence or documents in its possession constitute an adverse inference against it?

- (3) Did the Claimant fulfil its duty to examine the goods and to give notice in accordance with the requirements of the Vienna Convention on Contracts for the International Sale of Goods of 1980 (CISG)?
- (4) Did the Claimant take the measures necessary to mitigate damages and losses or to prevent their aggravation, pursuant to Article 77 of the Convention on Contracts for the International Sale of Goods of 1980 (CISG)?

Desert Kingdom

30 September 2026

Arbitral Tribunal

Signature

Dr. Abdulaziz Jawad (Chair)

Mr. Jehad Nouraddin (Member)

Ms. Dana al-Majed (Member)



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www.arabicmoot.org

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