



PURCHASE ORDER

SELLER : F.A.T.I electric heaters for industry

Add. : Via Volta, 52 – 20090 Cusago
(Milano – Italy)

Tel. : +39 0290119641

PURCHASE ORDER No.:
DELTA-FATI-2024-PO-200
ISSUE DATE: 08-Jul-2024

P.O. number must be shown on all shipping packages, shipping documents, invoices and correspondence in connection with this PURCHASE ORDER.

This PURCHASE ORDER is subject to the descriptions, terms, conditions and instructions stipulated hereunder and attachments hereto, if any.

SUBJECT: **2 Sets of Screw connection heater as per Quotation 33710/ 24/ 1 dated 20/06/2024 including all comments discussed and agreed between parties.**

This PURCHASE ORDER, together with all its attachments shall be referred to as "CONTRACT No. **DELTA-FATI-2023-PO-200**."

In the event of any inconsistency between the matters contained in the CONTRACT, the portions shall govern in the order of following precedence. The first named being paramount.

1. PURCHASE ORDER
2. Attachments to PURCHASE ORDER
- 3.

SELLER'S ACCEPTANCE:

F.A.T.I electric heaters for industry
Via Volta, 52 – 20090 Cusago
(Milano – Italy)

BUYER:
DELTA GMBH

Lübecker Straße 1, 22087 Hamburg,
Deutschland

Name(s) / Title(s):

Name / Title:
Managing Director

Delta GmbH
HRB 156181

Seal & Sign:

Seal & Sign

Date :

Date :

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PURCHASE ORDER No.: DELTA-FATI-2024-PO-200

1 Reference Correspondence

1.1 SELLER's Commercial Quotation:

1.1.1 Quotation **33710/ 24/ 1 dated 20/06/2024** With Comments Made and clarification emails

1.2 SELLER's Technical Quotation:

1.2.1 Quotation **33710/ 24/ 1 dated 20/06/2024** With Comments Made and clarification emails

1.3 SELLER's Clarifications Letter(s):

1.3.1 No.: Latest Communications by Email until 20-Jun-24.

2 Attachments

2.1 SELLER's Quotation **33710/ 24/ 1 dated 20/06/2024**.

2.2 Technical and Commercial correspondences via email.

Price

3

3.1 Total **EXW (Cusago FATI according to Incoterms 2020)** price of **Equipment** subject to this PURCHASE ORDER, including Seaworthy packing, marking, loading and all other related costs based on FCA delivery term amounts to **1,018.50 Euro** based on relevant unit price(s) mentioned under SELLER COMMERCIAL QUOTATION of this PURCHASE ORDER.

3.2 The unit price(s) shall be fixed and firm for the duration of CONTRACT and shall not be subject to escalation.

3.3 In Case of shipment requirement to Jebel Ali Free zone, respective cost will be added to final payment.

3.4 The total price mentioned under clause 3.1 shall be fixed and firm for the duration of CONTRACT and shall not be subject to escalation unless the condition of Clause 3.4 occurs.

4 Payment

4.1 **50 %** of PURCHASE ORDER price shall be paid as Advance Payment against presentation of the following documents:

4.1.1 Advance Payment Invoice.

4.2 **50 %** Balance Payment – against IRN successful Tests (approved by BUYER representative) and FCA deliver the Goods in addition to the following documents

4.2.1 Signed official Invoice.

4.2.2 SELLER's signed Packing List in Three (3) original copy approved by BUYER's representative.

4.2.3 Inspection Release Note duly signed by BUYER's representative.

4.2.4 The original Inspection Certificates in two (2) copies identified with the PURCHASE ORDER signed and certified by BUYER, certifying that the quality and quantity of the Materials are strictly complying with the specifications of the Equipment indicated in the PURCHASE ORDER documents. It is essential that the Equipment conform to the detailed specification(s). Failure to follow this procedure will result in Equipment not being called forward to shipment.

4.2.5 Certificate of Origin in 1 original issued and certified by the local Chamber Of Commerce confirming all Materials have been originated in Italy.

4.2.6 Submission of final book include: Material Certificates, Datasheets, As built drawings.

5 Test and Inspection

5.1 Inspection, tests and quality surveillance activities shall be performed in accordance with the requirements of agreed tests and inspection during detail design which will be finalized during project execution according to technical attachments provided by SELLER, applicable codes and/or regulations specified in SELLER's procedure approved by BUYER.

5.2 The procedure and schedule for test and inspection shall comply with vendor's technical documents specified in SELLER's procedure approved by BUYER.

5.3 SELLER should send Inspection notification **14 Calendar days** prior to inspection date.

5.4 SELLER Confirmed Material used will be made in Western Europe and Indian/Chinese/Russian materials will not be used in this project.

6 Packing and Marking

- 6.1 Packing and Marking shall be made for Sea Shipment in accordance with Sea Worthy Packing requirement as an Optional Price.
- 6.2 Final Packing List written in English in **One original copy** to be submitted to BUYER officially not later than **14 calendar days** prior to dispatch of cargo.

7 Delivery

- 7.1 All Equipment shall be delivered within **6 weeks** from Effective Date of PURCHASE ORDER.
- 7.2 All Equipment shall be delivered based on **EXW**.
- 7.3 Partial delivery is **NOT allowed**.

8 Documentation and Drawing

- 8.1 Heater Datasheet and Drawing to be submitted for approval before manufacturing.
- 8.2 Final vendor prints and technical data books to be submitted along with delivery of Equipment.
- 8.3 Test and inspection reports and certificates written in English shall be submitted within five (5) days from the date of final inspection.

9 Guarantee Period

The Guarantee Period for the subject Equipment shall be **24 months** after delivery or **12 months** after start up, whichever occurs first.

10 Liquidated Damage

SELLER undertakes to deliver the subject Equipment within the period stipulated under Clause 7.1 of this PURCHASE ORDER. In the event of any delay beyond the delivery period for reasons attributed to the SELLER, SELLER shall pay the following amounts to BUYER as liquidated damage:

- 10.1 The liquidated damage for every full week delay is 0.5% of the PURCHASE ORDER PRICE.
- 10.2 Maximum liquidated damage is 5% of the PURCHASE ORDER price. In Case of delay by parts Manufacturer, this delay will be considered and acceptable, delay and not subject to this article.
- 10.1 BUYER has the right to deduct the applicable liquidated damages from any SELLER's entitlements.

11 Effective Date of the PURCHASE ORDER

Upon countersigning of this PURCHASE ORDER and fulfillment of the following conditions, this PURCHASE ORDER shall become effective:

11.1 Approval of the Drawings by BUYER to SELLER.

12 Arbitration:

Any dispute arising out of or in connection with the Contract, which cannot be settled amicably by the parties in accordance with the provisions of the Contract, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC). The arbitration shall be conducted in English at a location agreed upon between the parties, and the arbitral award shall be final and binding on both parties without any right of appeal for any party.

The arbitral award shall also determine the expenses of the arbitration and the party, which shall bear them or the proportion of such expenses to be borne by each party.

Arbitration shall not prevent Seller from continuation of the works.

13 Governing Law:

This Contract shall be governed by and interpreted in accordance with the Laws of Switzerland.