



PURCHASE ORDER

SELLER : J. HELMKE & Co.

Add. : Ludwig-Erhard-Ring 7-9
31157 Sarstedt
Deutschland

Tel. : +49 5066 90333-181

Fax : +49 5066 90333-291

PURCHASE ORDER No.:

DELTA-HELMKE-2024-PO-200

ISSUE DATE: 27-May-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: **4 Sets of Electro Motor as per Quotation 11032400795 dated 06/03/2024**

This PURCHASE ORDER, together with all its attachments shall be referred to as "CONTRACT No. **DELTA-HELMKE-2024-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

SELLER'S ACCEPTANCE:

J. HELMKE & Co.

Address: Ludwig-Erhard-Ring 7-9 · 31157
Sarstedt, Deutschland

BUYER:

DELTA GMBH: Lübecker Straße 1, 22087
Hamburg, Deutschland

Tel: +49 1724311262

Name(s) / Title(s):

Name / Title:

Seal & Sign:

Seal & Sign:

Date :

Date :

Delta GmbH
HRB 156181

1 Reference Correspondence

1.1 SELLER's Commercial Quotation:

1.1.1 No.: **11032400795** dated 06/03/2024 With agreed price 21,150 Euro

1.2 SELLER's Technical Quotation:

1.2.1 No.: **11032400795** dated 06/03/2024

1.3 SELLER's Clarifications Letter(s):

1.3.1 No.: Latest Communications by Email,

2 Attachments

2.1 Specification For Low Voltage Motors of the Project

2.2 Site and Design Condition for the project

2.3 SELLER's Quotation No.: **11032400795** dated 06/03/2024

2.4 SELLER's Technical Datasheet No.: **11032400795** dated 06/03/2024

3 Price

3.1 Total **FCA (D-Sarstedt according to Incoterms 2020)** price of **Equipment** subject to this PURCHASE ORDER, including packing (Optional), marking, loading and all other related costs based on FCA delivery term amounts to **21,150.00 Euro** based on relevant unit price(s) mentioned under Clause 12 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 The total price mentioned under clause 3.1 shall be fixed and firm for the duration of CONTRACT.

3.4 Seller to consider sales of Spare Parts of Motors used in DELTA GmbH Package to be performed by DELTA and in case of direct contact by Enduser, Seller to refer to Buyer within 10 Years from date of Delivery of Motors to DELTA GmbH.

4 Payment

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

4.1.1 Original signed Payment Invoice.

- 4.2 **50 %** of PURCHASE ORDER when goods are ready for dispatch and after approval of provided Test Reports and Final Book and visual inspection by BUYER representative

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 in Bid stage 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.
- 5.5 SELLER agrees to provide one motor a witnessed routine test inclusive.

6 Packing and Marking

- 6.1 Packing and Marking shall be made for Sea Shipment in accordance with Seaworthy 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 **8 Weeks** from Effective Date of PURCHASE ORDER.
- 7.2 All Equipment shall be delivered based on **FCA (EU, Germany – Seller Fabrication Shop)** term of delivery in INCOTERMS 2010.
- 7.3 Partial delivery **is NOT allowed**.

8 Documentation and Drawing

- 8.1 All vendor prints shall be prepared and submitted in accordance with the document list issued after order reviewed by Buyer and agreed mutually.
- 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.
- 8.4 The successful Test reports , Final Book and approved test by BUYER representative should be submitted by SELLER at delivery date with additional below documents:
 - 8.4.1 Signed official Invoice.
 - 8.4.2 SELLER's signed Packing List in Three (3) original copy approved by BUYER's representative.
 - 8.4.3 Inspection Release Note duly signed by BUYER's representative.
 - 8.4.4 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.
 - 8.4.5 Certificate of Origin in 1 original issued and certified by the local Chamber Of Commerce confirming all Materials have been originated in Germany.

9 Guarantee Period

The Guarantee Period for the subject Equipment shall be **18 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.

10.3 BUYER has the right to deduct the applicable liquidated damages from any SELLER's entitlements or guarantees.

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 Submission of Advance Payment Guarantee letter acceptable to BUYER, by SELLER.

11.2 Submission of Performance Bond Guarantee letter acceptable to BUYER, by SELLER.

11.3 Advance payment 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 Deutschland