



PURCHASE ORDER

SELLER : METALLUM BELGIUM BVBA

Add. : BROYDENBORGLAAN 93 2660
ANTWERP- BELGIUM

Tel. : +32 3 825 8522

PURCHASE ORDER No.:

DELTA-METALLUM-2024-PO-200

ISSUE DATE: 31-Oct-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: **18 Pieces of Manual valves, sight glasses and strainers as per Quotation NO. 09.12--01--Manual valve List data sheet PO 200 - Rev3--10.21 dated 25.10.2024 with relevant emails including all Technical details, clarification and comments discussed and agreed between parties.**

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

SELLER'S ACCEPTANCE:

METALLUM BELGIUM BVBA

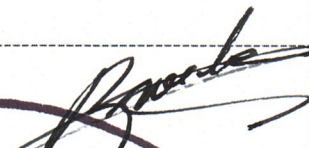

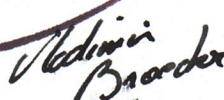
**BROYDENBORGLAAN 93 2660 ANTWERP-
BELGIUM**

BUYER:

DELTA GMBH

**Lübecker Straße 1, 22087 Hamburg,
Deutschland**

Name(s) / Title(s):



Seal & Sign: 

Name / Title:

Mr. Managing Director

Seal & Sign:



Date : **4/11/24**

Date :

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1 Reference Correspondence

- 1.1 SELLER's Commercial Quotation:
 - 1.1.1 Quotation **NO. 09.12--01--Manual valve List data sheet PO 200 - Rev3--10.21 dated 25.10.2024** With Comments Made and clarification emails
- 1.2 SELLER's Clarifications Letter(s):
 - 1.2.1 No.: Latest Communications by Email.

2 Attachments

- 2.1 SELLER's Quotation **NO. 09.12--01--Manual valve List data sheet PO 200 - Rev3--10.21 dated 25.10.2024**
- 2.2 GA Drawings
- 2.3 Buyer datasheet
- 2.4 Painting procedure

3 Price

- 3.1 Total **CFR/JEBEL ALI/UAE (according to Incoterms 2020)** price of **Equipment** subject to this PURCHASE ORDER, including packing, marking, loading and all other related costs based on **CFR/JEBEL ALI/UAE** delivery term amounts to **7,452.00 Us Dollar** based on relevant unit price(s) mentioned under SELLER COMMERCIAL QUOTATION of this PURCHASE ORDER.
- 3.2 The unit price(s) including optional items specified in seller commercial offer shall be fixed and firm for the duration of CONTRACT and shall not be subject to escalation.

A handwritten signature in dark ink, appearing to be a stylized "B" or "H" with a vertical line.

4 **Payment**

- 4.1 **100%** of PURCHASE ORDER price after goods readiness and final inspection before delivery according to Clause 3.1 and against presentation of the following documents.
- 4.1.1 One Original Total Signed Payment Invoice.
 - 4.1.2 Inspection Release Note of successful Tests (WITNESS POINT) (approved by BUYER representative).
 - 4.1.3 SELLER's signed Packing List in Three (3) original copy approved by BUYER's representative.
 - 4.1.4 The original Inspection Certificates 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.
 - 4.1.5 Submission of final book include: Material Certificates 3.1, Air Leak Test certificate, Hydro Test Report, Datasheets, As built drawings.

5 **Test and Inspection**

5.1 Minimum required Tests are including:

- Visual Inspection
- Liquid Penetrant Test
- Dimension Check
- Hydrostatic test Certificate and Report according to API 598.
- PED certificate
- Material certificate for body, nozzle & disc in accordance with EN 10204 3.1
- Painting Inspection Report
- Seat Leakage Test and Report.
- Air Leak Test certificate and Report

Which will be reviewed during final inspection along with material certificates. Final inspection before shipment for dimensional check and test certificates and report review will be performed by BUYER representative.

- 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 Origin of all valves are PORTUGAL/Spain. Castings and Raw material from Indian/Chinese/ Russian materials will not be used and not Acceptable by BUYER.



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DELTA GmbH

6 Packing and Marking

- 6.1 Packing and Marking shall be made for Sea Shipment in accordance with Sea Worthy Packing requirement.
- 6.2 Final Packing List written in English in Three original copy to be submitted to BUYER officially not later than 10 calendar days prior to dispatch of cargo.

7 Delivery

- 7.1 All Equipment shall be delivered within **50 days (FOB Ningbo Port/China)** from Effective Date of PURCHASE ORDER.
- 7.2 Partial delivery is **NOT allowed unless confirmation by BUYER..**

8 Documentation and Drawing

- 8.1 Valves datasheets, G.A. Drawings, ITP, material and test Certificates to be submitted by SELLER after purchase order countersign and effective date of the PO.
- 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 12 months from installation or 24 months from date of shipment, 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 BUYER has the right to deduct the applicable liquidated damages from any SELLER's entitlements.



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11 **Effective Date of the PURCHASE ORDER**

- Approval of the Drawings by BUYER to SELLER Dated 25. Oct.2024.

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.

