

CLIENT : DELTA GmbH
CONTACT : Farshad Shoarian
PROJECT : BOC
END USER : DELTA

Priced Offer

Prepared By :
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Manufacturing Plant & Commercial Office
VSI Controls S.r.l.
Viale G. Borri 42 - 21053 Castellanza (VA) - Italy
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COMMERCIAL NOTES

A.1 PRICES:

Stated prices are in Euro

They reflect the quoted quantities, the design, materials, testing, painting and certification as described herein. Any subsequent changes may determine technical and/or commercial implications.

In the event of partial Order Project to advise the related quantities for VSI Controls confirmation of acceptance.

The prices offered in this quotation are firm for the delivery period quoted, subject to an order being placed within the validity of the offer.

All prices are exclusive of any tax, VAT or other charges imposed by law on the sale or production of goods or the performance of services.

A.2 PAYMENT TERMS:

To be agreed

30% at P.O placement

70% at delivery as per agreed Incoterms

A.3 VALIDITY:

30 days from date of offer.

A.4 DELIVERY PERIOD:

24 weeks ARO.

The delivery period stated above starts from receipt of a formal Purchase Order technically and commercially correct and complete with the applicable specifications and data sheets.

It is based on our Production Schedule which allows you a maximum period of fourteen days (from the date of issue) to review and officially approve our Quality Control Plan.

Any delay in receipt of your approval beyond this period will result in a review and possible extension to our contractual delivery promise.

A.5 DELIVERY TERMS:

Ex-Works VSI Workshop (Castellanza - VA), our Italian Factory [INCOTERMS 2010]

A.6 TERMS OF CONTRACT:

This offer is in accordance with PV Group General Terms & Conditions here attached.

Different conditions are to be discussed and agreed in writing with VSI Controls.

A.7 PACKING:

As per customer specification

A.8 WARRANTY:

Seller warrants the products (Goods) free from defects of material and workmanship for a period of 12 months from installation or 18 months from delivery, whichever is earlier.

Any repair work performed by seller during the warranty period, is warranted for a period of twelve (12) months from completion of such repairs or for the remainder of the original warranty period, whichever is later, and applies only to work performed, repaired or replaced parts.

A.9 MINIMUM ORDER VALUE:

The minimum value for an acceptable order is €1000.00

COMMERCIAL NOTES

A.10 DUAL USE:

The effectiveness of this offer is subject to the positive check that VSI Controls Srl may carry out regarding to any dual use on the equipment.

This notice is not intended to be a comprehensive summary of the Dual Use laws that govern the sale of goods.

In any case it is Client's responsibility, as the purchaser, to be aware of and to comply with all applicable international, national, state, regional and local laws, and regulations, including any import and use restrictions. By purchasing any goods, you acknowledge that you have read and understood this notice and agree to comply with all applicable dual use laws. You also represent that you are not selling the goods to any prohibited person or entity.

A.11 CANCELLATION POLICY:

Acknowledged order accepted by VSI Controls are not subject to cancellation by Customer without the written consent of VSI Controls and upon terms which will indemnify VSI Controls against loss or damage occasioned by such cancellation. Therefore, all purchase orders acknowledged by VSI Controls are subject to cancellation charges, calculated for each cancelled item as per below table.

TIMEFRAME	CHARGE
◦ Cancellation between order acknowledgement and placement of sub-orders	5% of item(s) purchase price
◦ Cancellation after receipt of raw materials	30% of item(s) purchase price
◦ Cancellation after machining	55% of item(s) purchase price
◦ Cancellation after assembly	70% of item(s) purchase price
◦ Cancellation after testing	85% of item(s) purchase price
◦ Cancellation after packing	100% of item(s) purchase price

A.12 SANCTIONS:

In the event of any Sanction, or any official warning or guidance (or equivalent communication) issued by any governmental authority indicating or stating that Sanction will be imposed if performance of the Purchase Order is continued, Contractor shall give notice to the Customer of the Sanction or of the official warning or guidance (or equivalent communication), and the Parties shall meet to agree in writing a mutually acceptable course of action to minimize or overcome any effect of the Sanction or potential effect of the pending Sanction. This may include amending the scope of the work contemplated by the Purchase Order in such a way that the relevant Sanction and/or pending Sanction (or any effect thereof) may be avoided or is not applicable or suspending the work for an agreed period. If Contractor is prevented from continued performance of the Purchase Order by a Sanction or warning/guidance, the Contractor may terminate the Contract, which termination shall be effective on delivery of the termination notice and the Customer shall, pay to Contractor the following **cancellation fees** :

TIMEFRAME	CHARGE
◦ Cancellation between order acknowledgement and placement of sub-orders	5% of item(s) purchase price
◦ Cancellation after receipt of raw materials	30% of item(s) purchase price
◦ Cancellation after machining	55% of item(s) purchase price
◦ Cancellation after assembly	70% of item(s) purchase price
◦ Cancellation after testing	85% of item(s) purchase price
◦ Cancellation after packing	100% of item(s) purchase price

"Sanction" means sanctions, embargoes or similar economic or financial restrictions or prohibitions enacted, imposed, administered or enforced by the Office of Foreign Assets Control of the US Department of Treasury, the US Department of State and the US Department of Commerce or by any other relevant US authority, by the United Kingdom, by the European Union (including its Member States) or by or on a relevant governmental authority in the Russian Federation or any other country where the works are contemplated by the Purchase Order which are (i) directly applicable to the Contractor or the Customer in relation to the works contemplated by the Purchase Order; and/or (ii) mandatory for compliance by the Contractor or the Customer in relation to the works contemplated by the Purchase Order. mandatory for compliance by the Contractor or the Customer in relation to the works contemplated by the Purchase Order.

TECHNICAL NOTES

B.1 ITEM LIST:

See attached valve list for detailed information.

B.2 DESIGN STANDARDS:

VSI valves are selected and designed in accordance with the following international standards:

- Valve design: ASME B16.34
- CV prediction: IEC 60534-2-1 / ISA 75-01

VSI Desuperheater chamber / dump tube / fixed resistance are selected and designed in accordance with the following international standards:

- Design: ASME B31-1 or ASME B31-3
- CV prediction: IEC 60534-2-1 / ISA 75-01
- Noise prediction: IEC 60534-8-3

B.3 MATERIAL CERTIFICATION:

VSI valves materials are covered by following rules and specifications:

As VSI standard:

- EN 10204:2004-3.1 for body, bonnet, body/bonnet bolting, plug, seat, stem (if not integral with plug).

Balance in accordance to VSI Standard.

24 weeks

- EN 10204:2004-3.2 for pressure containing parts : body and bonnet.
- EN 10204:2004-3.2 for other componets, can be supplied ,it if requested.

B.4 INSPECTION, TESTING,& EXPEDITING:

VSI Quality system has been approved to EN ISO 9001:2015. The offered valves are assembled and tested in Italy from globally sourced materials.

Unless otherwise agreed, the price in this quotation includes inspection and testing in accordance with the Company's standard testing (FAT):

- Hydrostatic test to ASME B16.34:2017
- Seat leakage test to IEC 60534-4 / ANSI-FCI 70.2
- Functional test to IEC 60534-4

A copy of the standard quality control plan is available on request.

Any requirement for Customer or Customer nominated Third Party involvement in Inspection, Testing or Expediting must be clearly defined on the Purchase Order, together with any agreed charges for same.

B.5 DOCUMENTATION:

Standard documentation to be sent in case of order (in English language and VSI standard electronic format) is included in the quoted prices as follows: **VSI Controls Standard Document Schedule**

No.	DOCUMENT	LEVEL (Note 1)	WEEKS (Note 2)
1.	Quality Control Plan (VSI standard Format)	A	4 ARO
2.	Overall Dimensional Drawings	A	4 ARO
3.	Product Datasheets	A	4 ARO
4.	Manufacturing, Painting & Testing Procedures	A	4 ARO
5.	Material Certificates (Note 3)	I	AT DELIVERY
6.	Test Report (Note 3)	I	AT DELIVERY

NOTES:

1. Level **A** = Approval , Level **I** = Information
2. **4 ARO** = Is applicable for less than 20 items
3. Manufacturer's Record Book

VSI Controls S.r.l. with a sole shareholder, subject to direction and coordination activity of PetrolValves S.p.A.

Fully paid-up share capital: Euro 100.000,00

Registered Office: Viale Luigi Majno, 17/A – 20122 Milan – Italy

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R.E.A. Mi 2128022

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Tax Payer Code/VAT: n. 10014490964

WEB: www.vsicontrols.com

Quality Control Plan is to be approved within the period stated in paragraph A.4 of this document from date of first issuance, otherwise the delivery schedule may suffer delays.

Project specific documentation or translation in other languages can be provided upon request and may constitute chargeable extras, if not agreed by VSI Controls prior to order placement.

B.6 CLARIFICATION AND DEVIATION LIST:

No.	DESCRIPTION	C or D

TECHNICAL NOTES

1.	Expanders & Reducers will not be under our scope of supply	C
2.		
3.		
4.		
5.		