



PURCHASE ORDER

SELLER : VSI Controls - Petrolvalves Group
Add. : Viale Luigi Majno 17/A, 20122 Milan,
Italy
Tel. : +39 0331 334644

PURCHASE ORDER No.:
DELTA-PETROLVALVES-2024-PO-200
ISSUE DATE: 20-Aug-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 Pieces of Control Valves as per Quotation 24-0151.VS Rev 03 dated 19.08.2024 including all Technical details, comments discussed and agreed between parties.**

This PURCHASE ORDER, together with all its attachments shall be referred to as "CONTRACT
No. DELTA-PETROLVALVES-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:
VSI Controls - Petrolvalves Group
Viale Luigi Majno 17/A, 20122 Milan, Italy

BUYER:
DELTA GMBH
Lübecker Straße 1, 22087 Hamburg,
Deutschland

Name(s) / Title(s): SANDRO MALQUORI

Name / Title:
Mr. Managing Director

Seal & Sign:

VSI CONTROLS S.r.l.
Viale L. Majno, 17/A
20122 Milano, Italy
Cod. Fisc. e P.IVA 10014490964

Seal & Sign:

Date : 29/08/2024

Date :

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1 Reference Correspondence

- 1.1 SELLER's Commercial Quotation:
 - 1.1.1 Quotation **24-0151.VS Rev 03** dated **19.08.2024** With Comments Made and clarification emails
- 1.2 SELLER's Technical Quotation:
 - 1.2.1 Instrument Data sheet **24-0151.VS IDS Rev 02** dated **25.07.2024** With Comments Made and clarification emails.
- 1.3 SELLER's Clarifications Letter(s):
 - 1.3.1 No.: Latest Communications by Email.

2 Attachments

- 2.1 SELLER's Quotation **24-0151.VS Rev 03** dated **19.08.2024**
- 2.2 Instrument Datasheet **24-0151.VS IDS Rev 02** dated **25.07.2024**
- 2.3 Buyer datasheet
- 2.4 Latest communication by Email up to August 20th, 2024 including updated delivery time.
- 2.5 Painting procedure

3 Price

- 3.1 Total **EX-Work VSI workshop CASTELLANZA/ITALY (according to Incoterms 2020)** price of **Equipment** subject to this PURCHASE ORDER, including packing, marking, loading and all other related costs based on EX-Work **CASTELLANZA/ITALY** delivery term amounts to **5,972.00 Euro** 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.

4 Payment

- 4.1 **50% of PURCHASE ORDER** price shall be paid upon PO countersign
- 4.2 **50%** of PURCHASE ORDER price after goods readiness and final inspection before delivery according to Clause 3.1 and against presentation of the following documents.
- 4.2.1 One Original Total Signed Payment Invoice.
- 4.2.2 Inspection Release Note of successful Tests (approved by BUYER representative).
- 4.2.3 SELLER's signed Packing List in Three (3) original copy approved by BUYER's representative.
- 4.2.4 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.
- 4.2.5 Submission of final book include: Material Certificates 3.1, Valve data sheet, Valve +Actuator GAD, Catalogs, As built drawings, Pneumatic/Wiring Diagram, Test reports specified as per Item 5.

5 Test and Inspection

- 5.1 Minimum required Tests are including:
- NDT (PT) Reports
 - Hydra test body/packing and report
 - Seat leakage test as per FCI 70.2
 - Functional test
 - Visual and dimensional report on assembled valves
 - Certificates (ATEX, Material certificate 3.1)
- 5.2 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.
- 5.3 The procedure and schedule for test and inspection shall comply with vendor's technical documents specified in SELLER's procedure approved by BUYER.
- 5.4 SELLER should send Inspection notification **14 Calendar days** prior to inspection date.
- 5.5 SELLER Confirmed Material used will be made in Western Europe and 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.

- 6.2 Final Packing List written in English in Three 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 **16 weeks (Week 50, 2024 - EX-Work VIS workshop CASTELLANZA/ITALY)** from Effective Date of PURCHASE ORDER.
- 7.2 Partial delivery is **NOT allowed**.

8 Documentation and Drawing

- 8.1 Valves datasheets and calculation and ITP 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 **18 months** after delivery.

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.

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 Upon Countersign of the Purchase Order.

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 ENGLAND and WALES.