



PURCHASE ORDER

SELLER : FOR.EL.IND. SRL	PURCHASE ORDER No.: DELTA-FORELIND-2024-PO-178 ISSUE DATE: 25-Jul-2024
Add. : 24055 Cologno al Serio (Bg) Italy	
Tel. : + 39 035 899191	

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: Cables as per Quotation 402 Rev.01 dated 21.07.2024 and 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-FORELIND-2024-PO-178**.
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: FOR.EL.IND. SRL 24055 Cologno al Serio (Bg) Italy T: + 39 035 899191	BUYER: DELTA GMBH Alster Tower, Lübecker Straße 1, 22087 Hamburg, Germany
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FOR. EL. IND. SRL
Via Europa
24055 COLOGNO AL SERIO (BG)
Tel. +39/035-899191 (No.) Fax +39/035-4819224

Delta GmbH
HRB 156181

Seal & Sign:
Date: 31/07/2024

Seal & Sign:
Date:



1 Reference Correspondence

- 1.1 SELLER's Commercial Quotation:
 - 1.1.1 Quotation No. **402 Rev.01** dated **21.07.2024** for Cables with Comments Made and clarification emails accordingly.
- 1.2 SELLER's Clarifications Letter(s):
 - 1.2.1 No.: Latest Communications by Email.

2 Attachments

- 2.1 SELLER's Quotation No. 402 Rev.01 dated 21.07.2024 (Attachment#1).
- 2.2 SELLER's Technical Data sheet (Attachment#2).
- 2.3 Buyers Datasheet (Attachment#3).
- 2.4 All correspondences via email (Attachment #4)

3 Price

- 3.1 Total **EXW/FOR.EL.IND, Italy (according to Incoterms 2020)** price of **Cables** subject to this PURCHASE ORDER, including documentation, seaworthy packing, marking, loading and all other related costs based on **EXW** delivery term amounts to be **Euro 11,961.4** 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.

4 Payment

- 4.1 **100%** of PURCHASE ORDER price shall be paid after goods readiness and final inspection before shipment according to Clause 3.1 and against presentation of the following documents.
 - 4.1.1 One Original Total Signed Payment Invoice.
 - 4.1.2 One Original Packing List.
 - 4.1.3 Release Note of Successful Final Inspection (Review of Provided Certificates)
 - 4.1.4 Certificate of Origin (COO)
 - 4.1.5 Material Certificate 3.1 as per EN 10204
 - 4.1.6 Certificate of Conformity to IEC-60331, 60332.

Note: Draft of shipping documents to be provided for BUYER's Approval before Issuing the originals.

- 4.2 Failure to follow this procedure will result in Equipment not being called forward to shipment.



5 Test and Inspection

5.1 According to agreements with SELLER as per technical correspondences by email.

6 Packing and Marking

6.1 Packing and Marking shall be made for Sea Shipment in accordance with Sea Worthy Packing requirement. *NOT STAVED*

6.2 Final Packing List written in English in **One 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 **5-6 weeks/EXW (August Holiday Excluded)** from Effective Date of PURCHASE ORDER. *09/10/2024*

7.2 Partial delivery is allowed upon Purchaser Approval.

8 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.

9 Liquidated Damage *NOT APPLICABLE AS NOT AGREED BEFORE ORDER*

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:

9.1 The liquidated damage for every full week delay is 0.5% of the PURCHASE ORDER PRICE.

9.2 Maximum liquidated damage is 5% of the PURCHASE ORDER price. In Case of delay by parts Manufacturer, this delay will be considered as acceptable, delay and not subject to this article.

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



10 Effective Date of the PURCHASE ORDER

Upon countersigning of this PURCHASE ORDER this PURCHASE ORDER shall become effective.

11 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.

12 Governing Law:

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

ITALY

PLEASE ADD:

⑬ LENGTHS TOLERANCES : +/- 5% SUBJECTED TO INVOICING