

PURCHASE ORDER

SELLER : **Mayekawa Middle East FZE**

Add. : PO BOX 61349, UCO5 BLUE
SHED AREA, JAFZA, DUBAI,
UNITED ARAB EMIRATES

Tel. : +971 4 888 6363

Fax : +971 4 888 6363

PURCHASE ORDER No.:
ENER-MME-2024-PO-100-001
ISSUE DATE:19-Feb-2024

Contract number must be shown on all invoices and
correspondence in connection with this Contract.

This PURCHASE ORDER is subject to the descriptions, terms, conditions and instructions stipulated
hereunder and attachments hereto, if any.

SUBJECT: **Engineering Activities for Refrigeration Package (165KW Guaranteed Capacity)**

This PURCHASE ORDER, together with all its attachments shall be referred to as "CONTRACT
No. **DELTA-MME-PO-100-001 & attached Agreements**".

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. Contract
2. Attachments to Contract (**List of Documents and Clarification Emails**)

SELLER'S ACCEPTANCE:

This acceptance must be signed by
authorized representative(s) and registered
Official Seal must be affixed.

Name(s) / Title(s):
Mr. Kenji Deguch

Seal & Sign:

Date : 24-Feb-2024

BUYER: ENER TEKNOLOJİ

Address: 19 Mayıs Mah.Turaboğlu Sk. Hamdiye
Yazgin is Merkezi 4/2 Kadiköy – İstanbul.

Tel: +90 2167061890
Fax: +90 2163868011

Name / Title:
Mr. Amin Malekinia/ Business Development
Director

Seal & Sign:

Date: 24-Feb-2024

ENER TEKNOLOJİ
DIŞ TİC. LTD. ŞTİ.
Erenköy V.D.: 3350839793
Mersis No: 0335083979300001

1 Reference Correspondence

- 1.1 MOM
- 1.2 Revised documents to be issued within maximum two weeks from receipt of comments
- 1.3 Reply to Comments received from client to be done within 4 Days.

2 Price

- 2.1 Total **Engineering Work** price of **Refrigeration Package** subject to this contract is **48,000.00 Euro**, Payment will be done in EURO or AED Based on Xe.Com rate.
- 2.2 The unit price(s) shall be fixed and firm for the duration of CONTRACT and shall not be subject to escalation.

3 Payment

- 3.1 50 % of PURCHASE ORDER price shall be paid as Advance Payment
- 3.2 25 % after approval of Key documents (PFD, GA, Datasheets and Drawings, 3D Model)
- 3.3 15 % of PURCHASE ORDER price shall be paid against approval of documents and Submission of Final documents
- 3.4 10 % after submittal of AS-BUILT Documents but not Exceed 2 months after contractual completing date (Delivery Date of Complete Unit)

4 Documentation and Drawing

- 4.1 All vendor prints shall be prepared and submitted in accordance with the document list agreed as well as Provision of documents/information required for procurement of all required materials for the package (such as datasheet, drawing, etc), manufacturing, and assembly of Unit (like isometric pipings).
- 4.2 Package to be designed according to technical attachment provided by Buyer in most cost-effective way.
- 4.3 Document submission dates should be in way that 7 Months delivery time to be met.
- 4.4 Seller is responsible for the design, Engineering, and safe operation of the refrigeration package from engineering point of view and in case of engineering issue, seller to provide remedy action to resolve the problem on her costs.

5 Guarantee Period

The Guarantee Period for the subject Equipment shall be **18 months** after delivery or **12 months** after start up, whichever occurs first from design point of view.

6 Effective Date of the PURCHASE ORDER

Upon countersigning of this PURCHASE ORDER and fulfillment of the following conditions, this PURCHASE ORDER shall become effective:

6.1 Counter Signed Contract

7 Arbitration:

Any dispute arising out of or in connection with the, which cannot be settled amicably by the parties in accordance with the provisions of Contract 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.

8 Governing Law:

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