

PURCHASE ORDER		FOREIGN
SUPPLIER NAME: Heraeus Deutschland GmbH & Co. KG SUPPLIER CODE: 3657 ADDRESS: Heraeusstrasse 12 - 14 Germany Fax: 0049-6181 35 8290 TEL: 0049-6181 35 3455 Email: katharina.jung@heraeus.com Attention:	P.O. NUMBER: FPO- 30030 P.O. DATE: 27-DEC-2018 REV. NO: 2 QUOTE REF: Contract Rev 4 dated 17th March 2016 and Addendum no. 8 of 23.01.2018 P.R. NUMBER: FPR-31410, FPR-31411, FPR-29873, FPR-31412, FPR-29874 CONTACT PERSON: Muhammad Shahbaz Khan E-MAIL: muhammad.shahbaz@fatima-group.com	
MODE OF SHIPMENT: AIR DELIVERY DEST. BY VENDOR: Lahore DELIVERY PERIOD: January 2019 INCOTERM: CPT COUNTRY OF ORIGIN: Germany	SEND SHIPPING DOCUMENT TO: Fatima Fertilizer Company Limited E-110, Khayaban-e-Jinnah, Cantt., , Lahore, , Pakistan (For details refer to point 2 Annexure B) HS CODE:7115.1000	
PAYMENT TERMS: L.C.		P.O. Currency: EUR
Special Note: - -		
Subject:		

Sr #	PO Line	Item Code	Description	UOM	Quantity	Unit Price	Amount
(P) CONVERTER CATALYST FOR HNO3 PLANT (P) PLATINUM/ RHODIUM/ PALLADIUM CATALYST							
1	1	99-06-1850010-19	NO NOUN: TYPE/APPLICATION:SERVICES OF REFINING OF USED FTC PLUS LL SYSTEM	KILLOGRAM	167.4346	524.640	87,842.890
2	2	99-06-1850010-42	CATALYST: TYPE/APPLICATION:PLATINIUM/RHODIUM/PALLADIUM TEXT:2 COMPLETE FTC PLUS LL-SYSTEM,270 DAYS EACH CONSISTING OF : 14 LAYERS SYSTEM DIAMETER : 4600 MM SYSTEM WEIGHT : APPROX. 99,750 G PLATINUM WEIGHT : APPROX. 50,880 G RHODIUM WEIGHT : APPROX. 3,270 G PALLADIUM WEIGHT : APPROX. 45600 G 6 PIECES KANTHAL SPARATION GAUZES (P) CONVERTER CATALYST FOR HNO3 PLANT	EACH	2	98,918.400	197,836.800
3	3	99-06-1850010-28	CATALYST: TYPE/APPLICATION:PLATINUM TEXT:REQUIRIED FOR MAKE UP OF LOST PLATINUM IN SPENT PGM CATALYST (P) CONVERTER CATALYST FOR HNO3 PLANT (P) PLATINIUM/ RHODIUM/ PALLADIUM CATALYST	GRAM	7485	23.370	174,924.450
4	4	99-06-1850010-27	CATALYST: TYPE/APPLICATION:PALLADIUM TEXT:(PRECIOUS METAL) (P) CONVERTER CATALYST FOR HNO3 PLANT (P) PLATINIUM/ RHODIUM/ PALLADIUM CATALYST	GRAM	14114	37.640	531,250.960
5	5	99-06-1850010-29	CATALYST: TYPE/APPLICATION:RHODIUM TEXT:RHODIUM REQUIRED FOR MAKE UP OF LOST RHODIUM IN SPENT PGM (P) CONVERTER CATALYST FOR	GRAM	1573	75.980	119,516.540

			HNO3 PLANT (P) PLATINIUM/ RHODIUM/ PALLADIUM CATALYST				
Total Amount:							1,111,371.640
Freight Charges							8,890.000
Total Firm & Fixed (CPT) Value One million one hundred twenty thousand two hundred sixty-one And Point Sixty-Four Only							1,120,261.640

NOTE: On receipt of this order you are requested to send order acknowledgement within 5 days, duly stamped and signed by Authorized Officer on each page of order with endorsement "Accepted" signifying your acceptance of this order for further process

This is a computer generated document approved by competent authority and DOES NOT REQUIRE SIGNATURE
 This Purchase Order is **APPROVED** by **MR. Aftab Ahmed Khan on 27-DEC-2018**

Contract Terms and Conditions

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Terms and Conditions

1. DEFINITIONS

1.1 Definitions

- (i) "Agreement" means the agreement between the Parties, together with all exhibits, schedules, annexes and appendices attached hereto, as the same may be amended from time to time.
- (ii) "Purchase Order Terms" means the terms entered between Company and Supplier, including all schedules, attachments and appendices thereto and all documents imported by reference therein.
- (iii) "Goods" means all of the goods, machinery and/or other materials that the Supplier is required to supply to Company under the Purchase Order Terms.
- (iv) "Purchase Order Price" means the price payable by Company to the Supplier under the Purchase Order for the full and proper performance of its contractual obligations.
- (v) "Services" means the services noted in the Purchase Order Terms hereto to be provided by the Supplier under this Purchase Order.
- (vi) "Works" means all or any part of the works required to be done by the Supplier.

2. PURCHASE ORDER PRICE

2.1 Purchase Order Price

- (i) The Supplier hereby agrees to supply to the Company the Goods and Services for the Purchase Order Price in accordance with the delivery schedule and timeframe of performance noted in the Purchase Order Terms hereto.
- (ii) The Supplier shall be responsible for all taxes and duties payable in respect of the Goods and Services, and the Purchase Order Price is expressly stated to be inclusive of all such taxes and duties (including customs duties, income/withholding tax, sales tax, excise duty, etc.) which shall be to the account of the Supplier.
- (iii) The Supplier shall comply with the employment, and health, safety and environment principles.

3. SPECIFICATIONS

3.1 Specifications

The Goods and Services shall be free of defect and fit for the purpose intended, and shall further comply with the specifications noted in their respective Schedules, attached to the Purchase Order Terms. The Supplier acknowledges that the Goods and Services are intended to integrate with the factory at the Plot and that it shall be the responsibility/obligation of the Supplier to ensure the same. The Supplier confirms having received all relevant information in this behalf.

4. SUPPLIER'S OBLIGATIONS AND RESPONSIBILITIES

4.1 Delivery of Goods

The Supplier shall be responsible for delivery of Goods at the Plot, and for all expenses in relation thereto. The responsibility of arranging all shipments in accordance with the delivery schedule and as per the specifications mentioned in the Purchase Order Terms shall lie with the Supplier.

Without prejudice to the aforesaid, and without prejudice to the fact that the Supplier shall be responsible for any damage to Goods until commissioning, the Supplier shall also however ensure that the Goods are packed in such a way as to prevent damage or deterioration during transit/transportation to the Plot. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall be taken into consideration, where appropriate, the final destination of the goods and the absence of heavy handling facilities at all points in transit. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as are expressly provided for in the Purchase Order Terms or any subsequent instructions ordered by the Company. Any instructions to be issued by the Company in this behalf shall not however dilute the Supplier's obligations herein contained.

4.2 Provision of Services

The Supplier is responsible for providing Services to the Company according to the highest industry standards.

4.3 Risks

Notwithstanding transfer of title in accordance with the terms herein stated, any damage to the Goods until commissioning will be the liability of Supplier and Supplier shall have to replace such damaged Goods with new, unused Goods of the exact same specifications and design.

Accordingly as well, all risks in respect of the Goods up to the issuance of the Delivery Report shall be borne by Supplier who shall indemnify, defend and hold harmless Company in this behalf. Any damage to the Goods during this period will be the responsibility of the Supplier and Supplier shall have to pay for any and all such damages, without limitation.

4.4 Liquidated Damages for Delay

The Supplier acknowledges that delivery and commissioning of Goods, and provision of Services on time is of the essence to the Purchase Order Terms. In the event the same is delayed by the Supplier, the Supplier agrees to pay liquidated damages to Company at 1% per calendar week, up to a maximum of 10% of the Order Value, which the parties agree is a reasonable estimate of loss that shall be caused to Company on account of such delay.

4.5 Performance Bank Guarantee (if applicable)

The Supplier shall provide a bank guarantee from a bank acceptable to Company and in form and substance acceptable to Company up to the amount of 10% of the Purchase Order Terms Price (which amount does not limit Supplier's obligation in respect of delay & non-conformance) which Company shall be entitled to draw on to

recover the liquidated damages. This Guarantee will be released upon satisfactory completion of the Job/Works by Supplier.

4.6 Bank Guarantee against Advance Payment

Advance payment is, *prima facie* not acceptable to Company, however, in case of unavoidable circumstances, mutually understood and agreed between Parties privy to this Contract, the Supplier shall provide a bank guarantee against advance payment from a 1st class bank acceptable to Company and in form and substance acceptable to Company. Company reserves the right to encash this guarantee in case of non-conformity or delay in provision of services as stipulated herein, beyond agreed timeline.

All banking charges incurred inside Pakistan shall be borne and paid by the Company. All banking charges incurred outside Pakistan shall be borne and paid by the Supplier.

4.7 Title

Notwithstanding any provision to the contrary in this Contract, title to the Goods shall be transferred to Company as soon as the Goods or any portion thereof is set aside/allocated towards the Purchase Order Terms (which in the case of Goods to be imported from abroad, shall be deemed to take place upon delivery of Goods or portion thereof by the manufacturer outside Pakistan for onward shipment to Pakistan ? whether such shipment is consigned to the Supplier or otherwise). The Goods will be insured at all times during transit, the insuring party will be decided mutually by the Company and the Seller.

5. COMPANY'S RESPONSIBILITY

5.1 Company's Responsibility

Company's responsibilities are to make payment of the Purchase Order Price, in accordance with the Purchase Order Terms, subject to the Supplier complying with its obligations under the Purchase Order Terms.

6. DELIVERY REPORT

6.1 Delivery Report

Upon arrival of Goods at the Plot, Company's nominated representative shall carefully inspect the Goods, and if found acceptable, shall issue the "Delivery Report" hereto. Provided that issuance of the Delivery Report by Company's representative shall not in any way absolve Supplier from its warranty obligations hereunder.

7. WARRANTY

7.1 Warranty

The Supplier warrants (this being a condition of the Purchase Order) that the Goods shall be new, un-used, fit for the purpose intended and of the most recent or current models and shall incorporate all recent improvements in design and materials. The Supplier further warrants (this being a condition of the Purchase Order) that the Goods shall be in

accordance with the specifications, have no defect arising from design, material or workmanship or from any act or omission of manufacturer or Supplier, or that may develop under normal use in the conditions prevailing in Pakistan.

The Supplier shall ensure that during a period of 18 months from the date of the Delivery Report ("Warranty Period"), any defects in the Goods are rectified with all reasonable speed by repair or replacement of the defective component, without cost to Company. Such warranty shall include but not be limited to warranty against any manufacturing, workmanship, design, and/or installation defect(s). If the Supplier, having been notified, fails to remedy the defect(s) within a reasonable period, Company may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which Company may have against the Supplier under the Contract.

The Supplier shall provide bank guarantee (from a bank and in form and substance acceptable to Company) in the amount of up to 10% for period extending up to the Warranty Period, which Company shall be entitled to draw on to recover any liquidated damages payable by the Supplier under this clause.

During the Warranty Period, Supplier shall provide any necessary spare parts and repair for the Goods at no cost to Company. After the expiry of the Warranty Period, the Supplier guarantees to maintain sufficient spare parts inventory for the Goods and shall supply these as and when required by Company.

8. OTHER TERMS

8.1 Indemnity

The Supplier shall indemnify and hold harmless and ensure that the Company is not held liable for any claims arising out of or in connection with this Agreement or against all third party claims of infringement of patent, trade mark, industrial design, or any other intellectual property rights arising from the acquisition or use of the Goods by Company.

Supplier shall be liable for and shall indemnify, defend and hold harmless Company, its employees and directors, from and against all claims in respect of any Death or Injury to Supplier's personnel or Company's personnel or any third party and any Damage to Supplier's or Company's or any third party's property in each case caused by, or arising out of the performance of the Purchase Order Terms. "Death or Injury" includes the death of or any injury to, or the contracting of any disease or illness, physical or mental, or the suffering of mental shock or any analogous condition, by the person concerned. "Damage" means the loss or destruction of or damage to or the permanent or temporary, partial or complete loss of the use of property.

8.2 Confidentiality

The Supplier shall not, without Company's prior written consent, disclose the Purchase Order Terms, or any provision thereof, or any schedules, specifications, plans, drawings, patterns, or information supplied by Company in connection with this Purchase Order, to any person other than a person employed by the Supplier in the performance of the Contract. The Supplier shall not, without Company's prior written consent make use of any document or information enumerated above except for purposes of performing the Contract.

8.3 Relationship between Company and Supplier

Company and Supplier acknowledge that they are independent contracting parties and these Purchase Order Terms do not create a general or special agency, joint venture, partnership, employment relationship or similar relationship between them. Nothing contained in the Purchase Order Terms shall oblige the Company to procure the services from the Supplier on an exclusive basis, and the Company shall be at liberty to enter into similar Purchase Order Term(s) with any other party in order to procure similar sort of services.

8.4 Assignment

It is agreed that these Purchase Order Terms are personal to Supplier and that Supplier shall not in any way assign its rights or obligations under these Purchase Order Terms. Company however is entitled to assign its rights and obligations under the Purchase Order Terms to an associated company.

8.5 Applicable Law

This Purchase Order Terms shall be interpreted in accordance with laws of England.

8.6 Insurance

The Supplier shall obtain insurances in accordance with the terms and conditions and other details set out in Purchase Order Terms.

8.7 Change Order

(i) Notwithstanding any provision to the contrary, the Company shall have the right, in accordance with the provisions of the Purchase Order Terms to; (a) revise the scope of the Services, (b) change elements of Services already completed or being performed, or (c) add to or omit a part of Services previously authorized. Such rights shall only be exercised in accordance with this clause. The Supplier may also propose a change - however a change proposed by the Supplier shall not be effective until approved by the Company.

If a change in the Services is contemplated (hereinafter called "Change") the party contemplating the Change shall advise the other in writing and Supplier shall prepare and provide to Company a Change in the Services form for such Change.

Company shall review this estimate with Supplier with the intention of arriving at a mutually acceptable adjustment. If Company elects to make the Change, Company shall approve Change in the Services form as a Change Order, by the amount and period agreed upon by the Parties. Upon receipt of the Change Order, Supplier shall commence performance of the Services.

(ii) If the Change initiated by Company is not to be made, the cost of preparation of the change estimate incurred by Supplier shall be promptly paid by Company to Supplier.

(iii) No instruction issued by Company which is deemed to be a Change by Company shall be initiated by Supplier unless Company has approved the Change in the Services in relation to such Change.

(iv) Price shall be subject to adjustment only by a Change Order. A Change Order, when issued, shall be deemed to include the effect to the change in the Services or the circumstance covered therein on all previously authorized

Services.

9. DISPUTE RESOLUTION

9.1 Dispute Resolution

Any dispute arising between the parties regarding the terms of the Purchase Order Terms shall be resolved through arbitration by a sole arbitrator to be appointed with the mutual consent of the parties, and failing such agreement, to be appointed by court. The arbitration shall be conducted in London pursuant to the Laws of England. The award shall be final and binding.

10. TERMS OF PAYMENT

10.1 Terms of Payment

(i) In consideration of the Delivery by the Supplier of the Goods in connection with the Purchase Order Terms, the Company shall, from time to time, pay to the Supplier as per the terms agreed.

(ii) All payments under the Purchase Order Terms will be made by the Company within 30 Working Days from the receipt of the invoice.

(iii) All payments to be made by Company to the Supplier in connection to the Purchase Order Terms shall be liable to deduction of all applicable taxes. Challans against all payment deducted by the Company on account of any taxes shall be provided by the Company.

(iv) Any disputes arising out of or in connection with the invoices or payments shall be informed by the relevant party to the other party within 7 Working Days of such dispute coming into notice/attention. Both Parties shall mutually negotiate and agree upon to resolve the dispute and settle the invoice and subsequent payment thereof. Lapse of time shall no longer make the dispute entitled to be raised and resolved.

(v) Supplier shall submit a duplicate invoice to Company (Attn: Finance Department) immediately on the delivery of the Goods. Invoices must show Company's Purchase Order Terms number, rates, destination and be supported by applicable documents including but not limited to delivery note, receipt, original bill of lading, airway bill showing weight of goods, port of shipment and complete route.

(vi) Unless otherwise stated in the Payment Terms, the Company shall pay the Supplier within 30 days following receipt of the invoice with supporting documents. Before paying any invoice, Company may require evidence that all Goods covered by the invoice have been paid for and that all obligations relating to the invoice have been satisfied. The Company shall not be responsible for any late payment caused because of the submission of incorrect and/or incomplete documents. All payment shall be made by bank transfer unless agreed otherwise.

(vii) The supplier shall send the bill along with **MATERIAL RECEIVING REPORT** to Finance Department. Bill sent without MRR will not be entertained. MRR will be dispatched to the supplier by Materials Department as soon as goods are accepted by the inspection wing. First copy of bill shall be marked "**ORIGINAL**" and each subsequent copy shall be respectively marked "**COPY**". Bill must be on the proper bill form duly signed by competent authority. Over-writing will render the bill unacceptable.

11. FORCE MAJEURE

11.1 Force Majeure

A party shall not be liable for failure or delay in performing obligations hereunder if and to the extent such delay or other failure to perform its obligations under the Purchase Order Terms is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means an event beyond the control of the party not involving the party's fault or negligence and not foreseeable. Such events may include, but are not restricted to, fire, acts of God, civil war, riots, and/or strikes when any of such events/circumstances are beyond the control of either or both of the parties. However, the Supplier shall immediately inform Company in writing in case of such an event. Unless otherwise directed by Company, for Force Majeure affecting Supplier, Supplier shall continue to perform its obligations under the Purchase Order Terms so far as is reasonably practicable, and shall seek all reasonable alternative means for performance not prevented by Force Majeure. It is however clarified that the current state of affairs in or pertaining to Pakistan or its surrounding countries/region does not constitute Force Majeure.

12. ANNEXES, APPENDICES OR SCHEDULES

12.1 Schedules and Annexes

The Schedules and Annexes constitute an integral part of this Contract.

13. TERMINATION

13.1 Termination due to Breach

- (i) Either Party may terminate this Purchase Order Terms upon breach, effective upon written notice to the other Party, (the Defaulting Party);
- (ii) If the Defaulting Party commits a material breach of any of its obligations under this Purchase Order Terms, and such breach is incapable of rectification, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach;
- (iii) If the Defaulting Party commits persistent minor breaches for three or more times, and taken cumulatively, such breaches constitute a material breach.

14. COMPLETE CONTRACT

14.1 Complete Contract

These Purchase Order Terms constitute the complete agreement between the parties regarding the subject matter hereof and supersedes all prior negotiations, discussions, purchase order terms, agreements etc. and may only be amended in writing executed by both parties.

15. INSPECTION

15.1 Inspection

The Supplier shall insure that the Company has the opportunity to inspect the GOODS at any time, either at the Supplier's facilities, the Manufacturer's facilities, or any other location. Such inspection shall not relieve the Supplier of any obligation under the Purchase Order. When inspection is required, the details shall be given In the Purchase Order Terms attachment. In addition:

(a) If inspection is not arranged at Supplier's premises before dispatch of the goods such inspection shall not relieve Supplier of the liability and or such guarantees as may be required will not in any way be interpreted to imply acceptance of the goods.

(b) If your material is rejected not being according to Purchase Order Terms specification clause No. 13 shall be applied.

16. HEALTH, SAFETY, SECURITY AND ENVIRONMENT

16.1 Employment Matters

(i) The Contractor shall have complete discretion to select and employ such workmen and other employees as are necessary and suitable for the performance of the services required under this Contract and the Contractor shall be responsible for hiring and firing those employees and workmen, as well as for the payment of their wages and all other benefits due to them and the shall be responsible and liable to discharge all its legal obligations towards the said workmen or other employees as their employer under the laws for the time being in force. Provided that the Company shall have the right to require the Contractor to remove/replace any such personnel from the Company's premises as are unacceptable to the Company, in its complete discretion.

(ii) Employees of the Contractor shall be provided suitable uniforms, which shall carry the distinctive mark of identification of the Contractor and who shall ensure that the uniforms worn by its employees and workmen are neat and clean and that all such employees present a well-groomed appearance while fulfilling the obligations of the Contractor and the terms under this Contract, as and when required.

(iii) The Contractor shall be liable and responsible for any loss, damage or injury caused to the business or properties of the Company by any negligence, carelessness, or by any omissions or acts of commission of whatsoever nature by the Contractor or its employees and workmen.

(iv) The employees of the Contractor shall at all times maintain proper decorum and discipline. The Contractor shall ensure that no unauthorized staff/personnel enter the Company's premises. Contractor shall ensure that its authorized representative is present throughout the period where the services are being provided.

(v) In the event of any complaint against any employee of the Contractor, the Company shall inform the Contractor of the same who shall then take the necessary remedial action to the satisfaction of the Company on an immediate basis and inform the Company.

(vi) The Contractor shall not at any time claim from the Company for himself and/or for its workmen, or other employees, the facilities, benefits, and terms and conditions of service or any other amenities available to the employees of the Company nor shall the Contractor and/or the workmen, or other employees, of the Contractor claim or be eligible to any terms of employment or benefits, facilities or amenities of the employees of the Company nor shall they claim to have any lien for employment from the Company.

(vii) The workers or employees engaged by the Contractor to perform services hereunder shall be workers and employees of the Contractor and such Contractor or his workers shall at no time project themselves as employees of the Company.

(viii) The Contractor shall have its employees insured against accidents resulting in injury or death in accordance with the Workmen's Compensation Act or any other applicable laws at the time being in force. The Contractor shall register his employees with the Old Age Benefits and Social Security Institutions and ensure that the employees are being benefited from the relevant Institution. The Contractor shall arrange for EOBI and Social Security Cards of his workforce and shall deduct monthly contribution of employees' share of EOBI and deposit with the concerned authority.

(ix) The Contractor and its employees shall be bound to obey rules prescribed by the Company while on its premises. Any omission on the part of the Contractor or the workers to abide by this condition may result in the termination of this Contract by the Company at its discretion.

(x) The Contractor shall abide by all the labour laws as applicable and shall be liable for all the benefits accruing to his workers under the labour laws, as applicable from time to time and the Contractor shall not be liable in any manner to pay such benefits. The Contractor undertakes to make all contributions required to be made by the Contractor in respect of such workers. In case the Company is in any manner held liable to make payment for and/or on behalf of the Contractor in relation to the staff/workers hired by the Contractor, the Contractor undertakes to indemnify and hold harmless the Company in such respect. Without prejudice to the generality of the aforesaid, the Company shall be entitled in such event to deduct the appropriate amount from any future payments to be made by the Company to the Contractor.

(xi) The Contractor shall be liable for all acts of its workers which would directly or indirectly injure the reputation/goodwill of the Company or cause any harm or injury to any agent or employee of the Company or any third party whilst on the Company's premises.

(xii) The Contractor shall be fully responsible for medical treatment of all kinds (including) serious disease with complete medication for manpower/staff engaged by him for services during the Contract.

16.2 Health, Safety and Environment (HSE)

(i) The Contractor shall at all times during the Term ensure that it abides by all reasonable standards and applicable laws, rules made thereunder and standards of HSE. It shall further ensure that any or all its agents, employees or personnel shall always comply with all such standards and applicable laws and make sure that no deviation or violation is observed by the Company at any stage or point in time. Any unconformity observed shall be notified to the Contractor immediately by the Company and the former shall be under an obligation to take corrective measures for the same at earliest. Failure to remedy such notification by the Company may entitle the Company to take a strict action against the Contractor in a manner that the Company deems fit.

(ii) The Company shall inform the Contractor of any HSE requirements that are important or significantly integral to the Company or become an issue of compliance for the Company, so the Contractor and its personnel enables itself to comply with such HSE requirements. Such communication from the Company to the Contractor shall be made on need basis, as and when required

Signatures	
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Buyer	Supplier
(Authorized Representative Signature)	(Authorized Representative Signature)
Name	Name
(Title)	(Title)
(Date)	(Date)