



Scarborough FPU Development Project



Document Title:	Purchase Order No.	Rev:
Purchase Order for Main Power Generator and WHRU	R3973-PO-111600-001	0

The abovementioned documents shall be read as one document and form the PURCHASE ORDER. Nothing in the Materials Requisition shall extend Seller's obligations.

In the event of any conflict, inconsistency and/or ambiguities within any document constituting the ORDER, and in the event of any conflict, inconsistency and/or ambiguities between any documents constituting the ORDER precedence shall be given to the documents in the ORDER listed hereinabove.

3.0. PURCHASE ORDER PRICE

3.1 In full consideration of the provision, supply and delivery of the GOODS and the rendering of services as referred below and subject to the provisions of this ORDER, BUYER shall pay or cause to be paid to SELLER the PURCHASE ORDER PRICE. The PURCHASE ORDER PRICE shall be paid at the times and in the manner and currencies as specified in this PURCHASE ORDER.

3.2. The PURCHASE ORDER PRICE for the GOODS is:

USD 30,630,285.00 (US Thirty Million Six Hundred and Thirty Thousand Two Hundred and Eighty Five Dollars)

3.2.1 Breakdown of the PURCHASE ORDER PRICE for all the GOODS is as per ANNEX 1.

3.3 OPTIONAL PRICES

BUYER reserves the right to exercise at its sole discretion the following additional option(s) at the prices specified herein and within 60 days from issuance of the Purchase Order.

3.3.1 SPARE PARTS FOR ONE YEAR OPERATIONS:

For recommended spare parts, lubricants, chemicals, solvents and other normal consumables ("Spare Parts for One Years Operation" or "**SPOYO**") for the normal operation of the GOODS, refer Attachment 10.

3.3.2 OPTIONAL TECHNICAL SERVICES - NOT USED

3.3.3 SCHEDULE OF UNIT RATES FOR MATERIALS AND ENGINEERING FOR CHANGES - NOT USED

3.3.4 OPTION FOR EXTENSION OF GUARANTEE / WARRANTY PERIOD - NOT USED

3.4 Fixed Prices, Rates and Unit Rates

The lump sum prices, rates, unit rates etc. referred to in this PURCHASE ORDER are all inclusive prices and rates, fixed and firm for the duration of the PURCHASE ORDER and not subject to escalation of any kind.

3.5 Applicable Currencies

Payment under this PURCHASE ORDER shall be made in the currencies as referred to above. Whenever an adjustment to the PURCHASE ORDER PRICE is agreed, approved or determined by BUYER, the amount payable shall be paid in the abovementioned currencies.

3.6 Options in ORDER SUPPLEMENTS

All options which have been exercised by BUYER shall be confirmed in an ORDER SUPPLEMENT.



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constitute acceptance of GOODS or services by BUYER or otherwise waive or affect the rights of the PARTIES hereunder.

- 4.6 If BUYER disputes invoices in whole or in part, or if an invoice is prepared or submitted incorrectly in any respect, BUYER shall reject the invoice and provide the reason for such rejection to SELLER. SELLER shall issue a new invoice covering only the undisputed portion and engage in discussions with the BUYER's representative about the disputed portion of the original invoice, to achieve a final agreement.
- 4.7 No payment corresponding to the above Clause 4.1 shall be paid before the preceding ones.

5.0 CONTRACTUAL DELIVERY DATE(S) AND LATE DELIVERY OF GOODS

5.1 Delivery of GOODS

- (i) SELLER agrees to deliver all GOODS in accordance with this ORDER on or before **01st December-2022.**
- (ii) Such GOODS are to be delivered as follows:
- a) Main Power Generator: FCA Solar Facility, San Diego, California, USA
 - b) Waste Heat Recovery Unit (WHRU): FCA Sellers designated works, South East Asia

Quality Assessment to be completed for WHRU upon confirmation of Fabrication Location by Seller.

- (iii) The GOODS shall be delivered in accordance with INCOTERMS 2010 provided by the International Chamber of Commerce (ICC).

5.2 Late Delivery of GOODS

In the event of a delay in the contractual delivery date(s) / notice of readiness to ship of the GOODS for reasons solely caused by Seller and as referred to in the table below, the SELLER agrees to compensate BUYER as DELAY LIQUIDATED DAMAGES, and not a penalty, a sum equal to:

- (a) The amount of DELAY LIQUIDATED DAMAGES shall be 0.33% of the ORDER PRICE per calendar week of Goods that are delayed after the agreed contractual delivery date(s) / notice of readiness to ship.
- (b) The maximum amount of DELAY LIQUIDATED DAMAGES shall be in the aggregate five percent (5%) of the PURCHASE ORDER PRICE of the delayed portion of the PURCHASE ORDER.
- (c) It is noted that the above calculations for the LIQUIDATED DAMAGES are based on the PURCHASE ORDER PRICE of the delayed portion of the PURCHASE ORDER at the date of signing the PURCHASE ORDER. The calculations for the final LIQUIDATED DAMAGES shall be based on the final PURCHASE ORDER PRICE as adjusted in accordance with ORDER SUPPLEMENTS, if any.

(d) The DELAY LIQUIDATED DAMAGES shall start to accrue after a 2 week grace period and shall be considered the sole and exclusive remedy for delay in delivery of the GOODS.

5.3 Delivery Address and Instructions

Delivery must not be made until BUYER has issued written instructions to SELLER authorising delivery in which case it shall be considered given 5 days after Seller provides the notification that establishes that the GOODS are ready for delivery..



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Attachment (iv): ANNEX 1: Breakdown of the PURCHASE ORDER PRICE

No.	Description	Total	Delivery Date
1	Taurus 60 Generator Set : 3 nos WHRU: 3 nos, which includes below listed items	30,630,285	01-Dec-22
	a. Start System		
	b. Fuel System		
	c. Lubrication system – Dual fuel system		
	d. Turbotronic 5 control system		
	e. Onskid electrical wiring		
	f. Skid with drip pans		
	g. Piping and manifolds		
	h. Package enclosure with Ventilation System, Fire detection and suppression system, Combustible gas detection		
	i. All package motors except for the DC back up lube oil pump motor and the DAC start motor(s)		
	j. Spare Parts for One Year Operation		
	k. GT Offskid Fuel Boost System : 3 nos		
	l. Exhaust Duct (860kg/m) : 3 metres		
	m. GT Engine Cleaning System - Cleaning Tank		
	n. GT Alignment Tool		
	o. WHRU Slings and Shackles		
	p. SPIR Cost		
	q. Spare parts for commissioning and start-up as per Attachment 15		
	Main Power Generator: FCA Solar Facility, San Diego, California, USA Waste Heat Recovery Unit (WHRU): FCA Sellers designated works, South East Asia		
Purchase Order Price: USD30,630,285			

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