



## STANDARD PURCHASE ORDER

To  
**OM TUBES & FITTINGS INDUSTRIES**  
e , CP Ta 10, Bordi Bunglow, Panjara  
400004 MUMBAI  
Tel: 919867511799 Fax: 912267436562  
Email: sales@omtubes.com

**Purchase Order:** 7000023090  
**Date of Order:** 15-OCT-2020  
**Total Value:** 1,546.48 USD  
**Version:** 0  
**Buyer:** Hatim Elminshaw  
  
**Telephone:** 974-44777360  
**Contact Email:** H.ABDELRAWOF@QAPCO.C  
OM.QA

**Dear Sir / Madam,**

We are pleased to issue this Purchase Order to you. This Purchase Order shall be subjected to the General Conditions of Purchase set forth at the end of this document and subject to the Specifications and the other documents attached hereto or referred herein.

Please acknowledge your receipt and acceptance of this Purchase Order by completing and returning the attached Acceptance Form within seven (7) days from the date of this Purchase Order.

### HSE Commitment

We expect our Supplier to support us in our commitment towards HSE requirements, any chemicals, radioactive substances or toxic materials (if any), subject of this Purchase:-

Should have the identification signs, MSDS, potential risk avoidance instruction and emergency safety plan. Shall be returned to seller for environmentally safe disposal or recycling as and when required by QAPCO.

It will be the responsibility of the supplier to ensure that these materials are handled and disposed off in accordance with the local and international environmental rules and regulations

### Delivery of Materials:

When the material(s) are ready to ship, please send an email to **forwarding@qapco.com.qa** mentioning the PO number as reference. Please include the buyer in the CC of the email communication.

### Shipping Instructions

Supplier shall follow and adhere to shipping instructions attached in this PO.

### Invoicing Instructions

**HIGHLIGHT SHIPMENT DATE & SHIPPING DOC REFERENCE IN YOUR INVOICE**

Please submit your itemized invoice and the documents evidencing shipment only by email to **invoice.submit@qapco.com.qa** immediately after shipment of all goods. No claims for payment shall be accepted after twelve (12) months from the date of shipment of goods.

Following sets of documents are acceptable as evidence of shipment.

Detailed Packing List + Certificate of Receipt of Goods or Air Way Bill issued by out nominated Forwarder.

Seller must include shipper reference in DHL AWB by adding PO# whenever shipping will be by DHL

### Payment may be delayed in case of any of the following conditions:

1-Non receipt of your invoice within 7 days of shipment of goods;

2-Non receipt of the documents evidencing shipment as noted above along with your invoice.



3-Incomplete or partial shipment of goods (Unless if partial shipments are effected in accordance with the agreed schedule of partial shipments documented in this purchase order).

4-Goods failing receipt inspection to match with order specifications.

5-Variations in the value of goods ordered, delivered and invoiced.

6-Noncompliance with any of the terms and conditions of this purchase order.

All enquirers regarding status of payment should be addressed by email to [paymentinquiry@qapco.com.qa](mailto:paymentinquiry@qapco.com.qa).

Supplier invoice shall be scanned in a PDF document and sent to Finance Department – [invoice.submit@qapco.com.qa](mailto:invoice.submit@qapco.com.qa).

Supplier shall always use the Invoice date in DD/MM/YY format

Invoice to be submitted with supporting document of Proof of delivery to the Freight Forwarder (for Payment terms starting from date of collecting the material)

Any advance payments shall be made against submission of scanned Proforma Invoice.

All Milestone payments shall be made against submission of scanned Invoice.

Any invoice not including bank details or invoices having bank details not matching with the same mentioned in the Contract/PO documents shall not be processed by QAPCO.

### Acknowledgement Instructions

Signatures of the PO acknowledgements of values less than QAR 1M shall be made by the authorized signatory and sent back to QAPCO via official fax or email.

Signatures of the PO acknowledgements of values more than QAR 1M shall be signed and stamped and original to be delivered by hand or through courier to QAPCO Head Office located at C-Ring Road, P.O. Box 756, Doha, State of Qatar.

**Payment Terms:** within 30 days Due net  
**Incoterms:** EXW EXW - INDIA

Sl. No.	Description	Qty	Unit	Rate/Unit	Discount	Item Total (USD)
1	PIPE,14",SMLS,BE,S20,CS,ASTM A106	6.000	m	90.83 /1 m	0.00	544.98

Our Material Number: 95030199  
Delivery Date:15-NOV-2020

PIPE,  
NOMINAL DIAMETER: 14",  
CONSTRUCTION: SMLS,  
END CONNECTION TYPE: BE,  
SCHEDULE: S-20,  
MATERIAL: CS, ASTM A106 GR B,  
STANDARD: ASME B36.10M

**Delivery Address**  
QAPCO Plant  
PO Box 50155  
MESAIEED



**QATAR**

2	PIPE,12",SMLS,BE,S80,CS,ASTM A106	6.000	m	149.66 /1 m	0.00	897.96
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Our Material Number: 95032189  
Delivery Date:15-NOV-2020

PIPE,  
NOMINAL DIAMETER: 12",  
CONSTRUCTION: SMLS,  
END CONNECTION TYPE: BE,  
SCHEDULE: S-80,  
MATERIAL: CS, ASTM A106 GR B,  
STANDARD: ASME B36.10M

**Delivery Address** QAPCO Plant  
PO Box 50155  
MESAIEED  
QATAR

3	PIPE,1",SMLS,PE,40S,A312 GR.TP304L	1.000	each	67.54 /1 each	0.00	67.54
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1 each = 6 m  
Our Material Number: 95082039  
Delivery Date:15-NOV-2020

PIPE,  
NOMINAL DIAMETER: 1",  
CONSTRUCTION: SMLS,  
END CONNECTION TYPE: PE,  
SCHEDULE: S-40S,  
MATERIAL: SS ASTM A312 GR.TP304L,  
STANDARD: ASME B36.19M

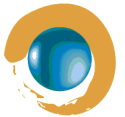
**Delivery Address** QAPCO Plant  
PO Box 50155  
MESAIEED  
QATAR

4	PIPE,1/2",SMLS,PE,S80,CS,ASTM A333 GR.6	1.000	each	36.00 /1 each	0.00	36.00
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1 each = 6 m  
Our Material Number: 95042049  
Delivery Date:15-NOV-2020

PIPE,  
NOMINAL DIAMETER: 1/2",  
CONSTRUCTION: SMLS,  
END CONNECTION TYPE: PE,  
SCHEDULE: S-80,  
MATERIAL: CS, ASTM A333 GR.6,  
STANDARD: ASME B36.10M

**Delivery Address** QAPCO Plant  
PO Box 50155  
MESAIEED  
QATAR



	Net Value Including Discount	1,546.48
	<b>Total Value Excluding Taxes</b>	<b>USD 1,546.48</b>
<b>Total Value (in Words):</b>	<b>USD One Thousand Five Hundred Forty-six and Forty-eight Cents</b>	

**Supplier's Bank Details:**

**Remarks:**

- 1) Our ref. RFQ No: P02-08-1252
- 2) Mode of Shipment: BY SEA, THROUGH QAPCO FREIGHT FORWARDER M/s KUEHNE NAGEL COMPANY WLL (kndoh.qapco@kuehne-nagel.com)- ASSUMED GROSS WEIGHT IS MORE THAN 300KG. PLEASE SEND EMAIL TO (dl-forwarding@qapco.com.qa) AS SOON AS THE GOODS ARE READY FOR SHIPMENT.
- 3) Delivery Terms: EXW Ex Works - INDIA
- 4) Your Quotation Ref: OM/81653/20-21 dated 23-09-2020
- 5) Contact/Email: [OM Tubes Sales <(><<)>sales@omtubes.com>]
- 6) Please acknowledge the PO receipt and send back the attached acceptance form signed and stamped to (procurement@qapco.com.qa) <(>&<)> (h.abdelrawof@qapco.com.qa)
- 7) PARTIAL ORDER ACCEPTED VIA EMAIL ON 15/10/2020;

**Term of Payment:**

100% NET 30 Days FROM THE DATE OF DELIVERY OF GOODS AND SUBMISSION OF INVOICE.

**Warranty:**

FAYEZ ALI S AL SHAHRANI  
(Act) Head of Tactical Procurement



### **Terms and Conditions applicable for Services**

The following Terms and Conditions shall be used for performing the Purchase Order

#### **1. DEFINITIONS**

The following definitions shall be used for the purpose of interpreting this Purchase Order:

- 1.1 "Services" shall mean the services or work to be performed under this Purchase Order by CONTRACTOR with due care, efficiency and diligence, in accordance with the applicable professional standards, and as per the specifications, drawings and other requirements set forth herein.
- 1.2 "Price" shall mean the total value of this Purchase Order as stated on the face of this Purchase Order.
- 1.3 "QAPCO" shall mean Qatar Petrochemical Company (QAPCO) Q.P.J.S.C.
- 1.4 "Purchase Order" shall mean this Purchase Order, these Terms and Conditions applicable for Services, the Specifications and all other documents attached hereto or referred to herein.
- 1.5 "CONTRACTOR" shall mean the party named as such on the face of this Purchase Order.
- 1.6 "Specifications" shall mean the QAPCO's description of the Services to be provided by the CONTRACTOR set out in this Purchase Order or in any of the document(s) referred to therein.
- 1.7 "EQUIPMENT" shall mean the equipment described in Specification or any of the document(s) referred to therein.

#### **2. PERFORMANCE OF THE SERVICES:**

- 2.1 The Services shall commence on the date set out in this Purchase Order and shall be completed on the Completion Date specified.
- 2.2 CONTRACTOR shall mean the party named as such in the face of this Purchase Order.
- 2.3 QAPCO shall mean Qatar Petrochemical Company (QAPCO) Q.P.J.S.C.

#### **3. COMPENSATION AND PAYMENT:**

- 3.1 For the satisfactory performance and completion of the Services, QAPCO shall pay to CONTRACTOR the Price.
- 3.2 CONTRACTOR shall submit its invoice(s) only scanned (PDF) by email [invoice.submit@qapco.com.qa](mailto:invoice.submit@qapco.com.qa) within thirty (30) calendar days after the end of such stages as specified in this Purchase Order. The vendors in the State of Qatar (Local Vendors) shall attach the Service Entry Sheet (SES) to the invoices. Each invoice (on the top) and its' supporting documents shall be submitted in a single PDF document (as one batch) and one email can contain multiple invoices as separate PDF documents (separate batches). Upon the expiry of forty-five (45) calendar days from the receipt of a correctly prepared and adequately supported invoice, QAPCO shall pay the invoice to the bank account nominated by CONTRACTOR.
- 3.3 If QAPCO, in good faith, disputes an invoice, in whole or in part, QAPCO shall notify CONTRACTOR of the reasons thereof and may withhold payment of the disputed invoice or portion thereof until settlement of the dispute. Upon settlement of any such dispute, CONTRACTOR shall submit a revised invoice for all sums agreed for payment and QAPCO shall make appropriate payment in accordance with Article 3.1. QAPCO's right to withhold such payment will be in addition to, and not in any way in lieu of, any other right of QAPCO.

#### **4. SAFETY, HEALTH AND ENVIRONMENT:**

If the Services are provided in QAPCO site, CONTRACTOR shall be responsible for safety and protection of the site and all persons and property associated with the Services. CONTRACTOR shall comply and secure compliance by its employees with all applicable safety, security, health and environment rules and regulations of QAPCO and/or any governmental or regulatory body having jurisdiction over the Services.

#### **5. CONTRACTOR RESOURCES:**

Unless it is expressly provided in the Purchase Order that a certain item shall be provided by QAPCO, CONTRACTOR shall promptly at its cost provide all personnel, materials, equipment and all other things required for the Services. CONTRACTOR warrants that all of its equipment and materials shall be in good condition and suitable for their intended uses. CONTRACTOR also warrants that all its personnel shall be fully qualified and fit for their respective assignments. QAPCO may at any time without offering any reason instruct CONTRACTOR to, and CONTRACTOR shall at its own cost, immediately remove from the Services or replace, as required by QAPCO, any CONTRACTOR's personnel or equipment.

#### **6. INSPECTION, COMPLETION AND GUARANTEE:**

- 6.1 QAPCO has the right to inspect the Services and to reject any part thereof which does not comply with any requirement of the Purchase Order. Upon receiving notice of rejection, CONTRACTOR shall immediately at its cost re-perform, repair or replace the defective part of the Services.
- 6.2 If the WORK has been performed and completed in accordance with the Purchase Order, QAPCO shall advise CONTRACTOR accordingly in writing specifying the Completion Date. If the Service or part thereof has not been performed in accordance with the Purchase Order, QAPCO shall specify to CONTRACTOR the nature of the defect and CONTRACTOR shall immediately take, at its cost, all actions necessary to remedy the defect.

6.3 CONTRACTOR warrants that the Purchase Order shall be free from errors, defects or failures for the relevant Guarantee Period specified herein. Any defective work discovered during the Guarantee Period shall

immediately be rectified by CONTRACTOR at its cost. If CONTRACTOR fails to rectify the defective Services as specified by QAPCO, QAPCO shall have the right to rectify such defective Services and any costs incurred by QAPCO as a result of CONTRACTOR's failure shall be recoverable from CONTRACTOR.

## **7. REPRESENTATIVES:**

Each Party shall nominate its Representative for this Purchase Order and shall advise the other Party accordingly. All information, instructions and decisions by a Party shall be issued by the Representative of that Party and shall commit that Party.

## **8. ASSIGNMENT AND SUBCONTRACTING:**

CONTRACTOR shall neither assign the Purchase Order nor subcontract the whole or any part of the Services without the prior written agreement of QAPCO.

## **9. SUSPENSION AND TERMINATION:**

QAPCO, upon written notice, shall have the right at any time to:

- (i) suspend the Services for a period of up to thirty (30) calendar days after which the Services shall be considered as terminated and/or
- (ii) terminate the Purchase Order, in which case CONTRACTOR shall be entitled to payment for the satisfactorily completed part of the Services as a complete compensation for CONTRACTOR. QAPCO shall not be liable to pay any bonus, damage or other claim asserted by CONTRACTOR for its expected profit on the uncompleted portion of the Services; provided, however, that if termination is a result of CONTRACTOR's default, all additional costs incurred by QAPCO as a result of CONTRACTOR's default shall be recoverable from CONTRACTOR.

## **10. LIABILITIES AND INDEMNITIES:**

10.1 CONTRACTOR shall protect, indemnify, defend and hold harmless QAPCO, its affiliates, its co-venturers, and its and their respective officers, employees and agents from and against any and all:

- (i) loss of or damage to the property owned, rented or provided by CONTRACTOR or its subcontractors for use or intended for use in the performance of the Services, and/or
- (ii) all claims, damages, costs and liabilities of every kind and nature resulting from personal injury, including fatal injury and disease, to any person employed by CONTRACTOR or its subcontractors arising directly or indirectly out of the performance of the Purchase Order and/or
- (iii) If the Services are provided in QAPCO site, loss of/or damage to the property of QAPCO arising directly or indirectly out of the performance of the Purchase Order up to a maximum of Qatar Riyals two million (QR.2,000,000) any one occurrence for an unlimited number of occurrences during the performance of the Purchase Order without regard to the cause or causes thereof including the fault or negligence or breach of duty of either Party or any other person or entity.

10.2 CONTRACTOR shall protect, indemnify, defend and hold harmless QAPCO, its affiliates, its co-venturers, and its and their respective officers, employees and agents from and against any and all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature resulting from personal injury, including fatal injury and disease of any third party and/or any loss of or damage to the property of any third party, to the extent arising out of or in connection with CONTRACTOR's negligent performance of the Purchase Order.

10.3 QAPCO shall protect, defend, indemnify and hold harmless CONTRACTOR from all claims, damages, losses and liabilities of every kind and nature resulting from personal injury, including fatal injury and disease, to any person employed by QAPCO arising directly or indirectly out of or in connection with the performance of the Purchase Order without regard to the cause or causes thereof, including, the fault or negligence or breach of duty of either Party or any other person or entity.

10.4 QAPCO and CONTRACTOR shall in no event be liable one to the other for indirect losses and/or loss of revenue, profit or anticipated profit whether or not due in whole or in part to the negligence of either Party.

## **11. INSURANCE:**

11.1 Without limiting the obligations of CONTRACTOR or its insurers, CONTRACTOR shall at its own cost and expense secure and at all times during the term of the Purchase Order maintain in the joint names of QAPCO and CONTRACTOR the following insurance coverage:

- (i) Third party general legal and contractual liability with a cross liability provisions for a combined limit of Qatari Riyals two million (QR.2,000,000) any one occurrence to cover property damage and/or bodily injury fatal or otherwise.
- (ii) Workmen's Compensation Policy in accordance with Qatar Labour Law and any amendments thereafter in respect of CONTRACTOR's personnel and/or any of subcontractor(s) personnel.

If the Services are provided in QAPCO site, Loss of or damage to QAPCO's fixed and surrounding properties up to a maximum of Qatari Riyals two million (QR.2,000,000), any one occurrence.

11.2 Insurance shall be arranged with any of the accredited insurance company operating in Qatar. The PO Number 7000023090



conditions, insured sums and limits of the insurance shall be subject to QAPCO approval. CONTRACTOR shall submit proof of insurance with premium payment receipts. All deductibles applicable to the insurances shall be

for the account of CONTRACTOR.

Approval by QAPCO of any insurer or terms of insurance shall not relieve nor limit CONTRACTOR of any obligation or liability under or arising from this Purchase Order or generally at law.

## **12. TAXES:**

12.1 The CONTRACTOR shall be solely liable for any income tax, corporate tax, withholding taxes, import duty and any other tax or duty of whatsoever kind levied to the CONTRACTOR, his subcontractors and/or their respective personnel in connection with the Purchase Order and work in the State of Qatar and elsewhere.

12.2 To the extent required under the Income Tax Law (law number 21 of year 2009), QAPCO will inform the concerned tax authority that the Purchase Order has been entered into and specify payments made or due to the CONTRACTOR.

2.3 In the events when the withholding tax is applicable, it is required under the laws of the State of Qatar that QAPCO withholds payment related to this Purchase Order to cover the CONTRACTOR's corporate tax liabilities and where requested by the tax authority forward any amounts so withheld to the appropriate Qatar tax authority. Failure by QAPCO to do so shall not relieve the CONTRACTOR from his liability to pay the tax concerned.

2.4 Where required under the tax regulations of the State of Qatar, CONTRACTOR shall apply for a tax registration card with the Qatar tax authority. In the event that the CONTRACTOR does not qualify for a tax card, QAPCO shall deduct withholding tax from payments made to CONTRACTOR in accordance with the Qatar income tax regulations and pay such withholding tax to the Qatar tax authorities and provide the CONTRACTOR with a receipt evidencing payment of this tax to the Qatar tax authorities.

12.5 The CONTRACTOR shall protect, indemnify and hold harmless QAPCO from and against any claim, cost, demand and liability in respect of any tax or duty of whatsoever kind levied on the CONTRACTOR, his subcontractors and/or their respective personnel in connection with the Purchase Order and the work.

## **13. TITLE AND LIENS:**

Title to all articles and items arising out of the Purchase Order shall vest in QAPCO immediately upon the date of commencement of the Services or creation of the article or item as applicable. CONTRACTOR agrees not to claim any lien and to indemnify, defend and hold harmless QAPCO against all liens or claims by subcontractors on the Services or any property of QAPCO.

## **14. INDEPENDENT CONTRACTOR:**

CONTRACTOR shall act as an independent contractor with respect to the Services performed and neither CONTRACTOR nor its personnel or subcontractors or their personnel shall be deemed to be agents or employees of QAPCO.

## **15. WAIVER, HEADINGS AND ENTIRE AGREEMENT:**

No failure or failures on the part of either Party to enforce, from time to time, all or any portion of the terms or conditions of the Purchase Order shall be interpreted as a waiver of such terms or conditions. Title headings contained in the Purchase Order are for identification and reference only and shall not be used in interpreting any part of the Purchase Order. The Purchase Order, together with the Appendices and all incorporated documents, constitutes the entire agreement of the Parties. No other writings or conversations shall be considered a part of the Purchase Order. The Purchase Order may only be amended or modified by written instrument properly executed by duly authorised representatives of the respective Parties. The Purchase Order shall be read and construed as a whole. In the event of any conflict between the various documents comprising the Purchase Order, the most stringent provision shall control.

## **16. GOVERNING LAW AND SETTLEMENT OF DISPUTES:**

The Purchase Order shall be exclusively governed by and construed and enforced in accordance with the laws of the State of Qatar. The Parties shall endeavor to settle amicably any and all disputes relating to the Purchase Order, and shall submit to the exclusive jurisdiction of the courts of Qatar in the event that any dispute cannot be settled by agreement between them.

## **17. COMPLIANCE WITH LAWS:**

CONTRACTOR shall comply and secure compliance by its subcontractors with all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the parties and/or the Services.

## **18. CONTINUITY OF OBLIGATIONS:**

The expiration or termination of the Purchase Order for any reason shall not extinguish or reduce (a) either Party's rights that accrued before the expiration or termination, nor (b) the obligations set forth in Article 10.0 (Liabilities and Indemnities), Article 11.0 (Insurance), Article 12.0 (Taxes), Article 16.0 (Governing Law and Settlement of Disputes) and Article 17.0 (Compliance With Laws).

## 19. NOTICES AND COMMUNICATIONS:

All notices and other communications to be given under the Purchase Order shall be in writing, addressed to the concerned Party's Representative at its address indicated in Appendix A and shall be deemed to be effectively given upon receipt.

## 20. CONFLICT OF INTEREST AND BUSINESS ETHICS:

20.1 The term "Conflict of Interest" as used herein means any potential or actual circumstance where:

20.1.1 CONTRACTOR engages in duplication or overlap of services or works, and/or

20.1.2 CONTRACTOR and/or CONTRACTOR PERSONNEL:

- a. actively or passively attempt to improperly influence any QAPCO decision, and/or
- b. improperly gain access, while executing the WORK, to QAPCO's confidential information which he should not be entitled to have access to, and/or
- c. improperly further CONTRACTOR's or CONTRACTOR PERSONNEL's interests or the interests of CONTRACTOR's parent company, affiliates, sister companies, joint venturers or any other company or entity which CONTRACTOR or CONTRACTOR PERSONNEL have any interest therein over the interests of the QAPCO, and/or
- d. give or receive from any QAPCO employee anything of more than nominal value.

20.2 CONTRACTOR represents and warrants that its entering into the Purchase Order or its performance thereunder does not create nor will it create any Conflict of Interest as to any relationship, contractual, fiduciary or otherwise, which CONTRACTOR may have with QAPCO or any third party.

20.3 CONTRACTOR represents and warrants that neither it nor CONTRACTOR PERSONNEL has encountered any Conflict of Interest.

20.4 CONTRACTOR further represents, warrants and shall ensure that neither it nor CONTRACTOR PERSONNEL shall be involved in any Conflict of Interest throughout the duration of the CONTRACT.

20.5 If any Conflict of Interest arises at any time, CONTRACTOR shall so notify QAPCO immediately.

20.6 CONTRACTOR agrees that CONTRACTOR PERSONNEL supplied to QAPCO under the Purchase Order shall be subject to QAPCO Regulations Related to the Code of Ethics and Conflict of Interest.

20.7 CONTRACTOR warrants that neither it nor any CONTRACTOR PERSONNEL (i) has paid or shall pay any commission, fee, rebate for the benefit of any employee or officer of QAPCO, (ii) has favoured or shall favour employees or officers of QAPCO with gifts or entertainment of more than nominal value, or (iii) shall enter into any business arrangement with any employee or officer of QAPCO in their individual or any other capacity except as formally delegated to them by QAPCO.

20.8 Upon occurrence of any Conflict of Interest or any other default of CONTRACTOR under the provisions of this Article 20, QAPCO, at its sole discretion, shall determine and take appropriate action necessary in accordance with the rights and remedies available under the Purchase Order or at law.

## 21. REPAIR SERVICES FOR QAPCO's EQUIPMENT "Applicable for Repair and Return Services":

21.1 CONTRACTOR shall carryout all the repair works (the "Repair Services") that are required by QAPCO to the Equipment identified in Appendix A attached hereto (the "QAPCO EQUIPMENT") so that QAPCO EQUIPMENT operates in accordance with the manufacturer's specifications. The Repair Services shall be made by CONTRACTOR at its own workshops. Appendix A includes the duration and description of the Repair Services to be made in QAPCO EQUIPMENT. The Repair Services whenever it appears in the Purchase Order shall include maintenance, repair, adjustment and any other work specified in Appendix A.

21.2 The CONTRACTOR shall clearly identify and mark QAPCO EQUIPMENT as the property of QAPCO or in such manner as QAPCO may require and shall separately store, safeguard and maintain QAPCO EQUIPMENT in good condition and keep appropriate records thereof.

21.3 Damage to or loss of QAPCO EQUIPMENT arising from bad workmanship, CONTRACTOR's negligence or from the CONTRACTOR's failure to comply with the provisions of sub-clause 21.1 above shall be made good at the CONTRACTOR's expense either by the CONTRACTOR or QAPCO or as QAPCO otherwise instructs. Any replacement of QAPCO EQUIPMENT by the CONTRACTOR shall be with equipment of at least the same quality.

21.4 QAPCO's EQUIPMENT shall not be disposed of by the CONTRACTOR to any third party nor used except for the purpose of carrying out the services.





## **GENERAL CONDITIONS OF PURCHASE**

### **1. DEFINITIONS**

The following definitions shall be used for the purpose of interpreting this Purchase Order:

- 1.1** "Goods" shall mean the goods, commodities, materials or other articles described in this Purchase Order, including the constituent parts or materials of which the Goods are comprised.
- 1.2** "Price" shall mean the total value of this Purchase Order as stated on the face of this Purchase Order.
- 1.3** "Purchaser" shall mean Qatar Petrochemical Company.
- 1.4** "Purchase Order" shall mean this Purchase Order, these General Conditions of Purchase, the Specifications and all other documents attached hereto or referred to herein.
- 1.5** "Seller" shall mean the party named as such on the face of this Purchase Order.
- 1.6** "Specifications" shall mean the Purchaser's description of the Goods to be supplied by the Seller set out in this Purchase Order or in any document(s) referred to therein.

### **2. INTERPRETATION**

**2.1** This Purchase Order shall be read and construed as a whole. In the event of any conflict between the various documents comprising this Purchase Order, the conflict shall be resolved by purchaser.

**2.2** This Purchase Order embodies the entire agreement between the parties. Neither party shall be liable for any statement, representation, promise or understanding not set forth herein.

### **3. ACCEPTANCE**

The attached Acceptance Form shall be signed and returned by the Seller within seven (7) calendar days after it is received by the seller. The receipt by the Purchaser of the signed Acceptance Form shall constitute acceptance of this Purchase Order by the Seller otherwise the Purchase Order shall be regarded as cancelled. Any additional or different terms and conditions proposed by the Seller are rejected unless expressly agreed to in writing by the Purchaser.

### **4. DELIVERY**

**4.1** The Goods shall be delivered to the point of delivery as Specified in this Purchase Order by the delivery date(s) specified therein. The corresponding type of delivery shall be as designated in this Purchase Order.

**4.2** Without prejudice to Seller's obligation to deliver the Goods in time, Seller shall give Purchaser immediate notice in writing if any delay is foreseen, stating the reason and extent of such delay.

**4.3** Partial delivery shall not be accepted by the Purchaser, and partial invoices will not be paid unless otherwise clearly specified in this Purchase Order.

### **5. INSPECTION AND TESTING**

Purchaser shall have the right, but not the obligation, at all times to inspect, test and examine the Goods and to witness any tests carried on the Goods by Seller or a third party. Purchaser's failure to inspect or waiver of inspection shall not relieve Seller from any liability or obligation under this Purchase Order.

### **6. PACKING AND MARKING**

Seller shall be responsible for safe and adequate packing of the Goods, which shall conform to the requirements of carrier's tariffs. Seller shall separately number all cases and packages, showing the corresponding numbers on the invoices. An itemized packing slip bearing this Purchase Order number shall be placed in each case. No extra charges shall be made for packaging or packing materials unless set forth in this Purchase Order.

### **7. PRICE**

**7.1** As full compensation for supplying the Goods and performing all Seller's obligations under this Purchase Order, Purchaser shall pay Seller the Price as stated on the face of this Purchase Order.

**7.2** The price shall not be adjusted for any reason except as specified in Article 14 hereof. The Price shall include all costs, charges, taxes, duties and all other expenses arising out of this Purchase Order.

### **8. INVOICING AND PAYMENT**

After delivery of the goods, Seller shall submit to Purchaser its invoice(s) only scanned (PDF) by email [invoice.submit@qapco.com.qa](mailto:invoice.submit@qapco.com.qa). Each invoice (on the top) and its supporting documents shall be submitted in a single PDF document (as one batch) and one email can contain multiple separate PDF documents (separate batches).

### **9. WARRANTIES AND GUARANTEES**

**9.1** Seller warrants that the Goods, at the time of delivery, shall conform to the Specifications, and requirements of this Purchase Order and are free from defects in design, material and workmanship. This warranty shall remain in effect for a one (1) year period after delivery or for such other period as specifically stated in this Purchase Order. At Purchaser's option Seller shall promptly either repair or replace defective Goods after receipt of Purchaser's written notice of a defect. All costs, including transportation charges for the return and redelivery of the defective Goods.

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shall be borne by Seller.

**9.2** Seller warrants good title, to the Goods supplied by Seller or its subcontractors or vendors.

**9.3** Seller warrants and guarantees that any services that May be performed hereunder shall meet the requirements of this Purchase Order and shall be free from defects in material or workmanship.

#### **10. TITLE AND RISK OF LOSS**

Except as otherwise provided herein, all Goods furnished by seller hereunder shall become the property of Purchaser upon payment therefore or upon delivery, whichever ever occurs earlier. Notwithstanding the foregoing Seller shall be responsible for and shall bear any and all risks of damage or loss to the Goods until delivery thereof, provided however, that any loss or damage, whenever occurring, which results from Seller's non-conforming packaging or crating shall be borne by Seller.

#### **11. PATENT INDEMNITY**

Seller represents and warrants that all Goods, in the form to be delivered to Purchaser, are free from any valid claim for patent, copyright or trademark infringement and Seller agrees to save harmless and indemnify Purchaser from and against any such infringement liability. If the use or sale of any Goods is enjoined as a result of a legal action, Seller at no expense to Purchaser, shall obtain for the Purchaser the right to use and sell said Goods or shall substitute equivalent Goods

#### **12. LIABILITIES AND INDEMNITIES**

Seller is considered an independent contractor and shall indemnify, protect and save harmless Purchaser, its affiliates employees and assigns from any and all damages liabilities and claims of whatsoever nature arising out of the supply by Seller, its affiliates or employees of the Goods and/or performing of the services covered by this Purchase Order, or incidental or ancillary thereto.

#### **13. DEFAULT - TERMINATION**

**13.1** Purchaser may terminate this Purchase Order in whole or in part by written or telefax notice:

**13.1.1** If Seller shall become bankrupt or make a composition or arrangement with its creditors or a winding-up order of Seller being made or (except for the purposes of amalgamation or reconstruction) a resolution for its voluntary winding-up passed or a provisional liquidator receiver, administrator or manager of its business or undertaking appointed; or

**13.1.2** If seller fails to make delivery of the Goods or to perform the services within the time specified in this Purchase Order, or any extensions thereto; or

**13.1.3** If Seller's financial condition shall become such as to endanger completion of performance.

**13.1.4** If Seller offers or attempts to offer any bribe to any of Purchaser's employees

**13.2** If the Purchaser terminates this Purchase Order in whole or in part as provided in 111 above, Purchaser may procure, upon such terms and in such manner as Purchaser may deem appropriate, Goods similar to those terminated, and Seller shall be liable to the Purchaser for any excess costs of such similar Goods; however, Seller shall continue the performance of this Purchase Order to the extent not terminated.

**13.3** The rights and remedies of Purchaser provided in this Article shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Purchase Order, however, Seller shall not be liable for consequential damages.

#### **14. CHANGES**

**14.1** Purchaser may, at any time, and from time to time by written Change Orders to Seller, make changes in any one or more of the following:

**14.1.1** Method of shipment or packing

**14.1.2** Time and/ or place of delivery; and

**14.1.3** The quantity of Goods ordered.

**14.2** If such change causes an increase or decrease in the price of this Purchase Order or the time required to perform, an equitable adjustment shall be made and this Purchase Order modified in writing accordingly. The modification may be made by issuing a revised Purchase Order, Any claim by Seller hereunder must be asserted in writing within fifteen (15) calendar days from the date the change is ordered,

#### **15. ASSIGNMENT**

This Purchase Order or any interest hereunder shall not be assigned or transferred by Seller without the prior written consent of the Purchaser.

#### **16. FORCE MAJEURE**

Seller shall not be liable for failure to deliver Goods when prevented by any force majeure cause beyond its reasonable control and Purchaser shall not be liable for failure to receive Goods when prevented from receiving or using such Goods in its customary manner by any force majeure cause beyond its reasonable control. Any Party who is prevented from performing because of the occurrence of a force majeure event shall immediately notify the other party of the cause of such non-performance and of the anticipated extent of the delay. If Seller is unable to

perform, Purchaser may buy Goods from other source(s) during the period Seller is unable to perform and the quantities of the Goods so purchased shall be deducted from the quantities of the Goods covered by this Purchase Order.

#### **17. LAWS AND REGULATIONS**

**17.1** This Purchase Order shall be governed by and construed and enforced in accordance with the laws of the State of Qatar. Seller shall comply with all applicable laws, rules and regulations affecting this Purchase Order.

**17.2** Any litigation with respect to this Purchase Order shall be brought in a court of competent jurisdiction in the State of Qatar.



## SHIPPING INSTRUCTIONS

### 1. General Instructions

**A.** Where the point of delivery of the Goods as per the PO is outside Qatar:

- (1) Seller shall contact the nominated QAPCO's Forwarder Agent to collect the consignment, specifying the time of Goods as well as relevant shipping document's readiness and the point of collection. Seller shall ship the consignment only through the nominated QAPCO's Forwarder.
- (2) Seller shall hand over the original Shipping Documents to QAPCO's Forwarder.
- (3) Seller shall collect FCR (Forwarder's Collection Receipt / Forwarder's Certificate of Receipt) from the Forwarder and courier it to the QAPCO along with copies of all applicable Shipping Documents mentioned above.

**B.** Where the point of delivery of the Goods as per the PO is inside Qatar:

- (1) Seller shall directly submit/courier the original Shipping Documents to QAPCO Inv. Store Section, immediately after effecting the shipment.
- (2) Seller shall advise QAPCO of the ETA and point of delivery.
- (3) If Seller is responsible for the port clearance of the Goods, Seller shall notify QAPCO to provide custom exemption certificate (not applicable in the case of DDP or where Goods are not imported in QAPCO name).

**C.** Where payment is through LC:

Irrespective of the incoterms, where payment is by LC as per the PO:

- (1) Seller hand over to THE BANK AT ORIGIN the Bill of Lading for Sea Freight and Airway bill for Air Freight and the Delivery Note for Road freight, the Original Invoice, Original certificate of Origin attested by chamber of commerce and Original Packing list TO REACH BANK AT DOHA, QATAR at least one week before the arrival of the Sea Freight shipments and 3 days before arrival of Air Freight or Overland shipments.
- (2) Any charges or any Demurrage or Storage charge resulting from delay in arrival of Shipping Documents, shall be back charged to Seller's account.
- (3) Extra cost of extension of LC due to Seller's delay in delivery shall be solely born by Seller.

**D.** Where Seller is responsible for Delivery by Road to QAPCO Site:

- (1) Seller shall immediately upon scheduling the dispatch of Goods, fax the following information to the Materials Department (Fax # 4770459) 72 hours prior to delivery:

- a. QAPCO Purchase Order No.
- b. Description of Goods
- c. Number of Packages and Quantity Loaded
- d. Vehicle No:
- e. Driver's Name:
- f. Driver's Nationality:
- g. Driver I.D. No.
- h. Copy of Driver License with Expiry date.
- i. Copy of the Commercial Invoice

(2) QAPCO shall arrange the Gate Pass for Seller's drivers on receipt of relevant documents. It is Seller's responsibility to ensure by contacting QAPCO Inventory Team and Forwarding section at Telephone No. 44777850/7645/ 44777614/7330/7109 (Mobile 50626323/ 55552347/502907 55) that the Gate Pass requests are ready at QAPCO club at Mesaieed.

(3) Seller's driver shall collect the gate pass request from QAPCO Club or agreed point and endorse the same from MIC Gate Pass section prior to proceed to QAPCO for delivery.

(4) For overseas shipments delivery, seller is responsible to provide a valid business visa for non GCC drivers as per MIC regulation in Qatar.

### 2. Shipping Documents

**A. For all Goods supplied to QAPCO from overseas, weight is less than 100 Kg and shipped by Courier, Seller must prepare the Shipping Document:**

**-Detailed shipping invoice with the following information against each item line:**

- \* HS code
- \* Specific country of origin
- \* Value
- Packing list including number of packages and quantity

**B. For all Goods supplied to QAPCO from overseas and weight is equal or above 100 Kg, Seller must**  
PO Number 7000023090



**prepare the following Shipping Document:**

**- Detailed shipping invoice duly attested by Chamber of commerce from shipping country and shall include the following information against each item line:**

- \* HS code
- \* Specific country of origin
- \* Value
- Certificate of Origin duly attested by the chamber of commerce from country of shipping
- Packing list including number of packages and quantity

**C.** HS CODE is mandatory for all shipments against each item indicated in the Shipping Invoice as well as cost for each item.

**D.** For all Goods supplied to QAPCO from local market, Seller shall provide QAPCO with the following Shipping Documents:

- (1) Origin Commercial Certificate
- (2) Packing List including Number of Packages and Quantity Loaded.
- (3) Shipping Date

**E.** All Shipping Documents must be in the name of QAPCO Only.

**F.** Legalization of Seller's Commercial Invoice and the Certificate of Origin of Goods where applicable, will be done by QAPCO in Doha, Qatar, unless otherwise stated in the PO.

**3. Other Documents to be provided with the Goods:**

**A.** For all Goods supplied to QAPCO, Seller shall provide along with the Goods where applicable the Full Data Sheets/Catalogues, Test Certificates, Warranty Certificate and Safety Data Sheet...etc.

**B.** For all chemicals supplied to QAPCO Seller must provide along with the delivered Goods the following documents:

- (1) Certificate of analysis/Technical data sheet
- (2) Manufacture/Expiry dates mentioned on the Bags,
- (3) Certificate of Analysis,
- (4) Safety Data Sheet
- (5) Maximum possible shelf life is required when the goods are delivered to QAPCO. If the material does not have any specified shelf life period, it must be mentioned in Seller's delivery note/ Safety Data Sheet/Certificate of Analysis
- (6) Any other relevant document.

**C.** For all cylinders delivered to QAPCO, Seller must provide with the delivered Goods certified labels stating the content, Serial No, Tare weight, Charge weight...etc

**D.** For any Dangerous Goods (DG), Seller shall provide the following basic mandatory documents before shipment of the Goods, in order to support EPC application:

- Materials Safety Data Sheet with the below details.
- CAS No.
- UN No.
- Purpose of use
- Storage and disposal guidance
- Chemical ingredient
- HS CODE No.

**4. Packing of Goods**

**A.** Seller shall suitably pack Goods for shipment in accordance with the nature of the Goods and the mode of transport.

**B.** PO price is inclusive of suitable packing, issuing proper shipping documents for the specified mode of shipment and any special packing requirements stated in the PO.

**C.** Bags/Drums or any materials cannot be handled by hands must be palletized.

**D.** Seller to make sure palletizing all material on all cargo to be on pallets for inspection purpose.

**5. Marking of Goods**

As per the Qatari Customs Department regulation, Seller shall clearly Mark the origin of manufacturing "Made in XXXXXXXX" engraved or by laser or any permanent method on each piece of material. Sticker is not acceptable.

**6. Nonconformities:**

In case of any rejections due to nonconformity of the supplied Goods and subsequent replacement, all the resultant charges (including freight, custom clearance, legalization of documents ...etc) shall be solely borne by the Seller. QAPCO shall back charge such costs to Seller's account or deduct them from Seller's dues.



**7. Fines, Charges & Demurrages:**

Any fines, Charges or demurrages applied on the Goods due to Seller's failure to provide appropriate documentation on time, shall be solely born by Seller. According to the Qatari Customs Authority regulations at Qatar Airport, Sea Port and overland Customs, the following fines shall be imposed:

1. US\$ 137.00 for non receipt of Certificate of Origin.
2. 1% of invoice value per day for non receipt of Invoice.

Above mentioned fines are for Sellers information only and are subject to change. Seller shall ensure timely delivery of the Original Invoice, Original Certificate of Origin both attested by Chamber of Commerce of the relevant country of origin, and the Original Packing list to avoid paying the above exorbitant fine, failing which, the above fines shall be solely born by Seller. QAPCO shall back charge such fines to Seller's account or deduct them from Seller's dues.

## ACCEPTANCE FORM

**We hereby accept Purchase Order No.:** 7000023090-0 including all terms and conditions and appendices thereto. We confirm that we shall supply the required Goods and perform all our Obligations under the said Purchase Order.

SELLER'S REFERENCE: OM/81653/20-21 dated 23-09-2020

For all communications relating to the subject Purchase Order, please contact:

Mr./Ms. Maria Mahalingam  
  
sales@omtubes.com

Tel : +91 9867511799

SIGNATURE AND COMPANY STAMP



