Mailing Address: PO Box No. 28388, Doha, State of Qatar.

Company
OM TUBES & FITTINGS INDUSTRIES
10, BORDI BUNGALOW, CP TANK
1ST PANJARAPOLE
400001 MUMBAI

INDIA

ATT : MR. SANJAY MEHTA

TEL : 67436562

PROJECT: AL ZUBARAH

PR REF: 1000030464 REQ. BY: VIJAY-SP

VENDOR REF: OM/83094 & 83426

DELIVERY TERMS: EXW-MUMBAI, INDIA

Version : 000
Page : 1 of 11
Vessel / Account : H.00597

Purchase Order : 4500050202 - Non Stock

Job Name / GL Desc: Al ZUBARAH

Cost Center :
Cost Center Desc :

Issue Date : 15.02.2021

Buyer Name : Rajagopalan Raghav

Contact No : +97440159048

Payment Terms : Pay within 30 days no discount

Incoterms : Ex Works / MUMBAI, INDIA

Ship & Consign to : NKOM Ras Laffan Delivery Address : NKOM Ras Laffan

Southern Breakwater

RLIC QATAR

Delivery date : 15.04.2021

No	Mat No	Description	ı	Jnit	Quantity	Unit Price	Amount	
00010	1PE0320002000	80031 ELBOW 90D SR BW CS A	.234 WPB 2"xSCH 80	PC	4	2,62	10,48	
	•	ESS, 90DEG SHORT RADIUS, I MANUFACTURER CERTIFICATE	•	N STE	EL ASTM A	A234 GRADE WPB,	, ANSI/ASME B16.9, N	PS: 2" x SCH 80 WITH
00020	1PE0420001250	40031 ELBOW 90D LR BW CS A	234 WPB 1 1/4"xSCH	40 F	PC 3	9 0,91	35,49	
		ESS, 90DEG LONG RADIUS, BU MANUFACTURER CERTIFICATE		STEE	L ASTM A23	34 GRADE WPB, A	ANSI/ASME B16.9, NPS	: 1 1/4" x SCH40 WITH
00030	1PE0320002000	40031 ELBOW 90D SR BW CS A	.234 WPB 2"xSCH 40	PC	25	1,61	40,25	
	·	ess, 90deg short radius, 1 4-3.1 manufacturer certif	•	N STE	EL ASTM A2	234 GRADE WPB,	ANSI/ASME B16.9, NP	S: 2" x SCH 40/STD
00040	1PE0420001000	80031 ELBOW 90D LR BW CS A	234 WPB 1"xSCH 80	PC	5	1,00	5,00	

ELBOW, SEAMLESS, 90DEG LONG RADIUS, BUTT WELD, CARBON STEEL ASTM A234 GRADE WPB, ANSI/ASME B16.9, NPS: 1" x SCH 80 WITH EN

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Mat No Description Unit Quantity Unit Price Amount No 10204-3.1 MANUFACTURER CERTIFICATE 00050 1PE032000200080031 ELBOW 90D SR BW CS A234 WPB 2"xSCH 80 PC 10 2.62 26,20 ELBOW, SEAMLESS, 90DEG SHORT RADIUS, BUTT WELD, CARBON STEEL ASTM A234 GRADE WPB, ANSI/ASME B16.9, NPS: 2" x SCH 80 WITH EN 10204-3.1 MANUFACTURER CERTIFICATE 00060 1PR012000201240031 REDU CON BW CS A234 Gr.WPB,2"x1-1/4"XS40 PC 1.31 9.17 7 REDUCER, CONCENTRIC TYPE, SEAMLESS, BUTT WELD, CARBON STEEL ASTM A234GRADE WPB, ANSI/ASME B16.9, NPS: 2" x 1-1/4", SCH 40 WITH EN 10204-3.1MANUFACTURER CERTIFICATE 1PR012002001504131 REDU CON BW CS A234 WPB, 2"x1.5"xSCH 40 PC 1,31 5,24 00070 REDUCER, CONCENTRIC TYPE, SEAMLESS, BUTT WELD, CARBON STEEL ASTM A234 GRADE WPB, ANSI/ASME B16.9, NPS: 2" x 1 1/2", SCH 40 WITH EN 10204-3.1 MANUFACTURER CERTIFICATE 08000 1PR012001251080031 REDU CON BW CS A234 WPB. 1-1/4"x1"xSCH80 PC 1 1.00 1.00 REDUCER, CONCENTRIC TYPE, SEAMLESS, BUTT WELD, CARBON STEEL ASTM A234GRADE WPB, ANSI/ASME B16.9, NPS: 1 1/4"" x1 ", SCH 80 WITH EN 10204-3.1MANUFACTURER CERTIFICATE 24.16 00090 1PR012030015040031 REDU CON BW CS A234 WPB 3"x1 1/2" S 40 PC 8 3.02 REDUCER, CONCENTRIC TYPE, SEAMLESS, BUTT WELD, CARBON STEEL ASTM A234 Gr . WPB, ANSI/ASME B16.9, NPS: 3" x 1 1/2", SCH 40 WITH EN 10204-3.1 MANUF ACTUR CERTIFICATE 00100 1PF100700025000031 FLANGE BLIND FF SS 316 JIS 5K. 2-1/2" PC 16.11 144.99

FLANGE, BLIND FLAT FACE, FORGED STAINLESS STEEL ASTM A182 GRADEF316/316L, JIS ATD 5K, SIZE: 2 1 /2" WITH EN 10204-3.1

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10204-3.1 MANUFACTURER CERTIFICATE

Purchase Order

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Mat No Description Unit Quantity Unit Price Amount No MANUFACTURERCERTIFICATE 00110 1PF030800000050031 FLANGE SOFF SS A182 316/L, JIS 10K, 1/2" PC 6 6.74 40.44 FLANGE, SLIP ON FLAT FACE, FORGED STAINLESS STEEL ASTM A182 316/L, JIS STD 10K, SIZE: 1/2" WITH EN 10204-3.1 MANUFACTURER CERTIFICATE 1PF030700000500031 FLANGE SOFF SS A182 316L JIS 5K, 1/2" 248 748.96 00120 3.02 FLANGE, SLIP ON FLAT FACE, STAINLESS STEEL A182 316L, JIS 5K, SIZE: 1/2", WITH EN 10204-3.1 MANUFACTURER CERTIFICATE 00130 PC 12 5,34 64.08 1PF030700001000031 FLANGE SOFF SS A182 316L JIS 5K, 1" FLANGE, SLIP ON FLAT FACE, FORGED STAINLESS STEEL A182 316L, JIS STD 5K, ASME B16.5, SIZE: 1" WITH EN 10204-3.1 MANUFACTURER CERTIFICATE PC 8 88.64 00140 1PF030700002000031 FLANGE SOFF SS A182 316L JIS 5K, 2" 11.08 FLANGE, SLIP ON FLAT FACE, FORGED STAINLESS STEEL A182 316L, JIS STD 5K, ASME B16.5, SIZE: 2" WITH EN 10204-3.1 MANUFACTURE CERTIFICATE 2 3.22 00150 1PE042200100010031 ELBOW 90D LR SS A403 WP316L. 1" x S10S PC 1.61 ELBOW, SEAMLESS, 90DEG LONG RADIUS, BUTT WELD, STAINLESS STEEL ASTM A403 GRADE WP316L, ANSI/ASME B16.9, NPS: 1" x SCH 10S WITH EN 10204-3.1 MANUFACTURER CERTIFICATE 6 30.18 00160 1PE032200200010031 ELBOW 90D SR SS A403 WP316L 2"xSCH10 PC 5,03

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ELBOW, SEAMLESS, 90DEG SHORT RADIUS, STAINLESS STEEL ASTM A403 Gr. WP316L, ANSI/ASME B16.9, NPS: 2" x SCH 10S WITH EN



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No	Mat No	Description	Unit	Quantity	Unit Price	Amount	
00170	1PF0807000	001250031 FLANGE BLIND FF CS A105 JIS 5K, 1 1/4"	PC	2	3,10	6,20	
	FLANGE, B	LIND FLAT FACE, FORGED CARBON STEEL ASTM A	105, J	IS 5K, SIZE	: 1 1/4" WITH E	N 10204-3.1 MANUFAC	TURER CERTIFICATE
00180	1PF1007000	006000031 FLANGE BLIND FF SS A182,316L JIS 5K, 6"	PC	2	54,15	108,30	
		LIND FLAT FACE, FORGED STAINLESS STEEL ASTI RER CERTIFICATE	M A182	GRADEF316/	316L, JIS ATD 5	K, SIZE: 6" WITH EN	10204-3.1
00190	1PE0322001	100010031 ELBOW BW 90D SR SS A403 WP316L 1"XS0	CH10S	PC 6	5 1,65	9,90	
		AMLESS, 90DEG SHORT RADIUS, STAINLESS STEE CERTIFICATE	L ASTM	A403 Gr. W	P316L, ANSI/ASM	E B16.9, NPS: 1" x	SCH 10S WITH EN
00200	1PR0122100	005010031 REDU CON BW SS Gr.316L 1 "x1/2" SCH10S	S PC	6	1,45	8,70	
		CONCENTRIC TYPE, SEAMLESS, BUTT WELD, STAIN ITH EN 10204-3.1 MANUFACTURER CERTIFICATE	NLESS	STEEL ASTM	A403 GRADE WP31	6L, ANSI/ASME B16.9	, NPS: 1 " x 1/2",

Total net value incl. tax USD

1.411,00

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# Nakilat-Keppel Offshore & Marine Limited (N-KOM)

# N-KOM Requirements

For critical materials: Plates, Pipes, Profiles, Valves, Pipe Fittings and Welding Consumables, following requirements shall be met by vendors.

- 1. All materials shall be delivered with true copy of material certificates, purchase order and delivery note/order. Supply of materials shall be in accordance with requirements of Purchase Order.
- 2. Material test certificates (MTC) delivered along with product shall be clear and legible.
- 3. Material markings shall be as per standard referenced by material specification.
- 4. Materials with hand written markings will not be accepted.
- 5. Hard stamping on materials shall carry logo of the mill.
- 6. Steel materials with damaged, corroded and pitted surfaces will be not be accepted.
- 7. No Material originating from China shall be accepted unless specified in Purchase Order.
- 8. Welding consumables shall be supplied in sealed packs along with necessary certificates.

# For Equipment Purchase

1. Operating Manual, Factory Acceptance Test Certificates and other applicable documents shall be provided to N-KOM before or during delivery.

Goods shall be rejected by N-KOM if any of the requirements cannot be met

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#### General Terms and Conditions of Purchase

#### 1. DEFINITIONS

'Purchase Order' means the Company's Purchase Order to which these conditions apply.

'Company' means Nakilat-Keppel Offshore & Marine Limited (N-KOM).

'Seller' means the person, firm or company to whom the Purchase Order is issued.

'Contract' means the contract between the Company and the Seller consisting of the Purchase Order, these General Conditions of Purchase and any other documents (or part thereof) specified in the Purchase Order.

'Goods' means all materials, equipment, software, documentation to be supplied (whether or not in conjunction with Work) by the Seller under the Contract.

'Works' means the services to be supplied (whether or not in conjunction with Goods) by Seller under the Contract.

'PO Number' means the unique number, assigned to the Company's Purchase Orders.

#### PRICES

The Purchase Order price shall be fixed and firm for the duration of the Purchase Order.

## TAXES AND GOVERNMENT CHARGES

- 3.1 The Purchase Order price shall include all local and other taxes, duties, fees and other charges levied against the Seller and applicable to this Purchase Order or the Goods and/or Works covered hereunder.
- 3.2 CONTRACTOR shall be responsible for payment of and shall indemnify and hold COMPANY harmless from any and all claims or liability for taxes or any charges assessed or levied by the Government of the State of Qatar or any foreign government against CONTRACTOR in connection with the Services
- 3.3 If the CONTRACTOR is a non-Qatari company, or has foreign stakeholders, COMPANY shall be entitled to withhold whatever taxes may be imposed upon it by the Tax Authorities within the State of Qatar as a result of COMPANY entering into this Contract with the CONTRACTOR.

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## 4. INVOICES

Invoices are to be submitted within 30 days of delivery. The originalinvoice and one copy should be sent to:

Finance Department, Main Office Building, Level 2, East Wing Nakilat-Keppel Offshore & Marine Ltd. (N-KOM) Erhama Bin Jaber Al Jalahma Shipyard Southern Breakwater, Ras Laffan Industrial City P.O. Box 28388, The State of Qatar

Attn: Finance & Admin Manager

Invoices should clearly state the Purchase Order Number, and shall identify the unit value of each item being supplied, the cumulative value of each individual line item (referenced within the Purchase Order), and the total value of the invoice. Failure to cross reference items being invoiced to Line Item reference contained within the Purchase Order may delay the time to process payment.

## WARRANTY

The Seller warrants that the Goods shall: (a) conform in all respectsto the requirements and / or the specifications, (b) are new unless specified otherwise, (c) be fit for their known and intended purpose, (d) of good quality and workmanship, (e) free from any defect in materials, workmanship and design for the period of twelve (12) months from the date when the Goods are placed in operation or eighteen (18) months from the date of their delivery, (f) be equal to any sample and to any patterns provided or accepted by the Company, (g) be properly packed and secured in such a manner as to reach their destination in good condition, (h) assign manufacturer's warranty or any other guarantee which may apply to the goods or any part of them to the Company and (i) sold free and clear of all liens and encumbrances.

## 6. WORKS

The Seller warrants that the Works specified in the Purchase Order shall be executed with all due care and diligence and with skill to be expected of a reputable company experienced in the type of work to be carried out under the Contract.

## 7. VARIATIONS

The Company may at any time by notice in writing make changes within the general scope of the Purchase Order to (a) the quantity (b) the design or specification of Goods and/or Works, (c) the method of packing and delivery (d) the place of delivery and/or performance, (e) the date of delivery and/or performance. If such change increases or decreases the cost of, and/or the time required for, performance of the Contract, an equitable adjustment shall be made to the price and/or the time required for performance, provided that no such adjustment shall be made unless claimed by the Seller by written notice to Company within 7 days of receipt of the Company's alteration notice.

The Purchase Order price shall only be subject to change as a result of an agreed variation to the Purchase Order.

#### 8. INSPECTION AND TESTING

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All inspections and tests shall be made as required by the specifications. The Company reserves the right at any reasonable time to inspect the materials and the right to appoint a nominated inspection authority to carry out inspection or tests on its behalf in the manufacture of the Goods and the finished Goods to be supplied under the Purchase Order, but such inspection, testing and any acceptance shall not relieve the Seller of any obligation under the Purchase Order.

## 9. EXPEDITING

The Company shall require free access, at all reasonable times, to the Seller's premises and those of Seller's sub-contractors to check on the progress of the Works. In a timely manner the Seller shall provide on request full and up-to-date information regarding such progress.

#### 10. TIME

The time stipulated in the Purchase Order for delivery of the Goods and/or performance of the Works shall be of the essence of the Contract.

## 11. OWNERSHIP AND TITLE

Title to and ownership in any equipment, materials and supplies provided by the Seller for incorporation into the Goods shall vest in the Company as soon as such items become identifiable as being the subject matter of the Purchase Order. However, the Company may, at any time thereafter, accept or refuse at its sole discretion the ownership of any of the same which may not be in conformity with the requirements of the Contract, in which event title shall re-vest immediately in the Seller.

All items of Company property in the possession of the Seller shall be suitably marked or clearly identified as the property of the Company.

#### 12. RISK

The Goods shall remain at the Seller's risk until delivery is effected as provided in the Contract.

## 13. PAYMENT

Payment terms are net 45 days after either delivery of the Goods or performance of the services or receipt of the Seller's invoice, correctly prepared and adequately documented with PO Number prominently referenced, whichever is the latter, unless otherwise agreed.

## 14. PATENTS

The Seller shall protect, indemnify and hold harmless the Company, its agents, employees, successors and assigns against any and all liability, loss, cost or expense by reason of any claim, action or litigation in respect of any alleged or actual infringement of any patent, copyright, trademark, or other intellectual property rights, foreign or domestic, resulting from the use or resale of the Goods, the subject matter of the Purchase Order, or any part thereof.

## 15. LICENCES, CERTIFICATION AND PERMITS

The Seller shall comply will all statutes, regulations and requirements of any government or other competent authority but not limited to Marine Classification Societies, BSI standards relating to the supply of Goods and/or Works. Seller shall obtain any licences, consents, or permits required to carry out the Contract. The appropriate documents shall be supplied without charge unless otherwise stated in the Purchase Order.

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#### SOFTWARE LICENCE

The Company is hereby granted a perpetual and non-exclusive licence to use any software supplied as an integral part of the Goods.

#### 17. INJURY AND DAMAGE

The Seller is considered an independent contractor and shall indemnify, protect, save and hold harmless the Company, its agents, employees, successors and assigns from any and all claims of whatsoever nature arising out of the supply by the Seller, its agents or employees of the Goods and/or performance of the Works, as detailed in the Purchase Order.

#### 18. INSURANCE

Seller shall maintain for the duration of the Contract adequate insurance provisions to meet all statutory requirements and Sellers obligations detailed in the Contract including but not limited to liabilities for loss, damage and injury to person including death.

#### 19. PUBLICITY

The Seller undertakes to maintain confidentiality of the Purchase Order and all related information and to make no publicity releases or announcements which relate to the Goods and Services or the supply thereof under this Contract without the prior permission of the Company.

#### 20. TERMINATION

The Company may at any time give written notice to the Seller to terminate the Purchase Order forthwith, and in such event the Company shall arrange to have paid, and the Seller shall accept in settlement of all claims under the Purchaser Order, such sums as shall reasonably compensate the Seller for all work done and obligations assumed by it in performance of the Purchase Order prior to its termination, and for all work reasonably done by it giving effect to such termination. In the event of such termination, any materials for which payment has been made to the Seller shall become the property of the Company, who shall be entitled to take delivery at the Company's expense or dispose of such materials at its discretion.

If the Seller does not provide an order acknowledgement, Company shall have the right to cancel the Purchase Order at any time without liability and without cost to Company.

#### 21. REMEDIES

If the Seller fails to comply with any of its obligations under the Contract then, notwithstanding that such failure may have been discovered by Company after delivery or performance, Company may at its sole discretion and at the Seller's risk and expense, do any of the following (in combination, if appropriate):

- (a) terminate the Contract at any time.
- (b) reject and return the Goods.
- (c) require the Goods or Works to be replaced or redone within a timeframe acceptable to Company.
- (d) repair any defects in the Goods or the Works itself or have themrepaired by others.

## 22. APPLICABLE LAW AND JURISDICITON

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The Contract shall be governed by the laws of the State of Qatar and the Parties agree to submit all disputes to the exclusive jurisdiction of the Qatari Courts.

#### 23. ASSIGNMENT AND SUB-CONTRACTING

The Seller shall not assign or sub-contract the Purchase Order or any part thereof or any money to become due hereunder without the prior written consent of the Company. Any such permitted assignment or sub-contracting shall not relieve the Seller of any of his obligations under the Purchase Order.

## 24. DELIVERY TERMS

The Company reserves the right to cancel the Purchase Order if specified delivery is not achieved. Delivery is to be made to the specified destination in the Purchase Order.

#### PACKAGING DOCUMENTATION AND MARKING

All Goods are to be packaged in accordance with the instructions detailed in the Purchase Order and clearly marked on the outside with the Company's full Purchase Order number.

Hazardous goods are to be packaged, marked and supplied with the appropriate documentation, including the hazardous goods classification codes. All such goods are to be packed to export standard in such a manner as to meet local or statutory requirements. In the event Seller fails to advise Company of the hazardous nature of the goods or fails to take the appropriate action required by local or statutory authorities, then Seller agrees to reimburse the Company all costs, damages, fines, expenses or replacement costs incurred by the Company.

The Seller warrants to supply a delivery note with all consignments clearly detailing the number of packages, the weight of each package in kilos and details of the items and quantities in each. In addition the consignment must contain a proforma invoice showing itemised unit net prices of the goods being supplied.

## 26. INSOLVENCY OF THE SELLER

If the Seller shall become bankrupt or insolvent, or a receiving order is made against him or he compounds with his creditors, or being a corporation, a petition for the compulsory winding-up thereof is presented or granted or a member's voluntary winding-up (not being for the purposes of reconstruction or amalgamation thereof) commences or on the appointment of a Receiver or Manager of all or part of its assets, or of an Administrative Receiver, Administrator, the Company shall, in accordance with the provisions of clause 21, be at liberty to terminate the Purchase Order forthwith by notice in writing to: (a) the Seller, Receiver, Manager, Administrative Receiver, Administrator or Liquidator, or to (b) any person in whom the Purchase Order may become vested. In addition the Company may give such Receiver or Manager or Administrative Receiver or Administrator or Liquidator or other person the option of carrying out the Purchase Order subject to his providing a guarantee for the due and faithful performance of the Purchase Order up to an amount to be agreed.

## 27. SAFETY, HEALTH AND ENVIRONMENT

The Seller shall be responsible for complying with all relevant Health and Safety regulations and for taking all necessary Health and Safety precautions relating to or arising out of the performance of the Purchase Order to protect the Goods, Seller Personnel, the personnel of Company, the general public, all other persons, the property of Company and the property of third parties.

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Where Goods to be supplied are of a hazardous nature as defined by any Local or Statutory Authorities, Seller warrants that it will provide Company with information on the nature of the hazard and the hazardous goods classification codes.

Without prejudice to the Seller's general and legal responsibility for the Health and Safety of its operations and of the personnel and property involved, where Company has notified the Seller of any specific Health and Safety requirements that are applicable to the Purchase Order, the Seller shall comply therewith.

The Seller shall at all times have due regard for the environment by minimising any actions that would have an adverse effect.

# 28. GENERAL

The provision of these General Conditions of Purchase shall apply to the exclusion of all other written terms and conditions of the Seller or the Company, save for those set out in the Purchase Order which shall take precedence in the event of conflict with these General Conditions, and nothing said or written in the course of negotiations or otherwise shall have contractual or other legal effect unless it is expressly incorporated in the Purchase Order or the documents (including the specification) which are annexed or referred to, and made part of the Purchase Order.