

Delta Corporation  
PO Box No. 4926 Doha, Qatar  
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E-mail: purchase@deltacrp.com



### Purchase Order

**Vendor :** OM TUBES & FITTINGS INDUSTRIES  
**Address:** OM TUBES & FITTINGS INDUSTRIES  
10 BORDI BUNGLOW 1ST PANJARAPOLE LA  
400004, MAHARASHTRA  
MUMBAI  
INDIA  
**Contact By BP:** Mr. ROHAN  
**Tel :** (+91) 22 6743 7  
**Fax :**  
**Email :** business@omtubes.com  
**Quote Reference No/Date :**

#### Purchase Order Details

**PO Number/Rev :** TP2100004/Trail Orde  
**Date :** 21/01/2021  
**Contact Person:** Mr. Naved Mahdi  
**Tel :** +974-4406-4722  
**Fax :** +974-4478-4881  
**Email :** naved@deltacrp.com

<b>Delivery Date</b> : 20/04/2021	<b>Delivery Incoterms:</b> EXW
<b>Ship-To</b> : NEW INDUSTRIAL AREA; 4926 DOHA STATE OF QATAR	<b>PoTP:</b> : <b>Payment Terms</b> : 60 Days Credit From Invoi <b>PO Currency</b> : USD <b>Rev. Date</b> : 31/01/2021

WE ARE PLEASED TO CONFIRM THE PURCHASE ORDER PLEASE CONFIRM YOUR ACCEPTANCE WITHIN 2 DAYS OF RECEIPT OF THIS PO SEND YOUR SIGNED & STAMPED ORDER ACKNOWLEDGEMENT/ PROFORMA INVOICE WITH BANK DETAILS

Hard copy of MTC & COC is required along with dispatch document / material. If documents not available with received material, then supplier has to dispatch all documents through courier at their cost.

This PO is free of cost sample supply.

Pos /Pry	Item Description	Unit	Quantity	Price	Discount	Amount (USD)
10/ 1	<b>R1PSSSS00006</b> TUB OD3/8 X 0.065 6.5K SS316 Item Type: Purchased TUBES - STAINLESS STEEL 316 , DIA (OD) 3/8" X 0.065 INCH WALL THICKNESS MAX.WORKING PRESSUR 6500 PSI <b>Matl Spec</b> :SS316 <b>Drawing No:</b> <b>EXW Delivery Date:</b> 20/04/2021	M	1.000	1.0000	0.00	1.00
				<b>DDP Delivery Date:</b>		
20/ 1	<b>R1PSSSS00013</b> TUB OD1/2 X 0.083, 6.2K SS316 Item Type: Purchased TUBES - STAINLESS STEEL 316 , DIA (OD) 1/2" X 0.083 INCH WALL THICKNESS MAX.WORKING PRESSUR 6200 PSI <b>Matl Spec</b> :SS316 <b>Drawing No:</b> <b>EXW Delivery Date:</b> 20/04/2021	M	1.000	1.0000	0.00	1.00
				<b>DDP Delivery Date:</b>		
30/ 1	<b>R1PSSSS00014</b> TUB OD1/4 X 0.049 7.5K SS316 Item Type: Purchased TUBES - STAINLESS STEEL 316 , DIA (OD) 1/4" X 0.049 INCH WALL THICKNESS MAX.WORKING PRESSUR 7500 PSI <b>Matl Spec</b> :SS316 <b>Drawing No:</b> <b>EXW Delivery Date:</b> 20/04/2021	M	1.000	1.0000	0.00	1.00
				<b>DDP Delivery Date:</b>		

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**Purchase Order**

Page : 2

BP:OM TUBES & FITTINGS INDUSTRIES

Order Number/Rev: TP2100004/Trai Order Date: 21/01/2021

Total Order Amount (USD)		3.00
Discounts (USD)		0.00
Net Amount (USD)		3.00
<b>Tot. Order Amt.:</b> (In Fig) : 3.00 (In Words): THREE AND 00/100 ONLY		
Naved Mahdi	Islam Badreldin Mohd	Ebrahim E.K
Purchase Manager	Supply Chain Manager	C.F.O
		C.O.O

**Terms and Conditions:**

By Accepting this order seller confirms its understanding & acknowledges unconditional acceptance for DELTA terms and conditions. No other contract, or terms and conditions will be accepted by DELTA

**1. QUALITY REQUIREMENTS:**

- 1.1 This goods or services will be manufactured/ supplied in Accordance with a system based on ISO 9001:2015/API Q1
- 1.2 Drawings and Material Specification with the revision levels Should be clarified before proceeding the Orders
- 1.3 Please verify our Product Documents List for the Revision in Drawings and Material Specs.
- 1.4 Delta Doha Corporation General purchase terms & Conditions Applies to this Order
- 1.5 Material Test Certificate and Certificate Of Conformity is Required mandatory before or along with the delivery of the Goods

**2. DELIVERY REQUIREMENTS:**

- 2.1 Delivery dates Instructed in Purchase Order shall be Maintained
- 2.2 Change in delivery date should be informed to Delta with The valid Reason Either in Proforma/Order Acknowledgement

**3. SHIPPING INSTRUCTIONS:**

- 3.1 Shipment documents should consist of the following:
  - > Packing List
  - > Commercial Invoice & Certificate of origin should be Attested from local chamber of commerce
  - > Bill of Lading/Airway bill/Truck Consignment note

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**Purchase Order**

Page : 3

**BP:OM TUBES & FITTINGS INDUSTRIES**      **Order Number/Rev: TP2100004/Trai Order Date: 21/01/2021**

Absence of the above said documents will cause penalty  
Charges at customs clearance in Doha and these shall be  
Imposed to the supplier

3.2 All above Documents must mention appropriate HS Codes of the  
Materials and Country of Origin

3.3 Packing List and Invoice must have our Delta Part Number,  
Description, Quantity and weight details, type of packing,  
And Number of Packages

3.4 We will not be Accepting Packing List without the  
Above details

3.5 Only Original Invoices will be accepted for Payments

3.6 Do not put any item with Zero values in the invoice

3.7 Packing of the item should include Delta PO Number, Part  
Number, Quantity, Number of Boxes, Supplier Name for the  
Identification

3.8 As per Qatar customs' new procedure: All cargo loaded in a  
Container/Flight/Trucks must be palletized.  
If supplier failed to comply with this new procedure, the  
Container/shipment will be re-exported back to origin on  
Supplier's cost (freight collect basis). Please plan the  
Shipments in accordance to the new Qatar Customs procedure to  
Avoid any problems

**Created By:** naved

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## Purchase Order

Page : 4

BP:OM TUBES & FITTINGS INDUSTRIES

Order Number/Rev: TP2100004/Trai Order Date: 21/01/2021

Pos /Pry	Item Description	Unit	Quantity	Price	Discount	Amount (USD)
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Schedule 'C'

Delta Corporation  
General Terms and Conditions of Purchase

### 1. DEFINITIONS:

In these General terms and Conditions of Purchase:

- 1.1. The 'purchaser' means Delta Corporation (DELTA).
- 1.2. The 'seller' means the person, firm or Company named as such on the face of the purchase order.
- 1.3. The 'Purchase order' means the written agreement for the supply of goods on the terms and conditions set out in these The General terms and Conditions in the specification and in any other relevant documents attached hereto or referred to herein.
- 1.4. The 'Goods' means those goods, commodities, materials or other articles described in the purchase order, including the constituent parts or materials of which the goods are comprised.
- 1.5. The 'Specification' means the Purchaser's description of the goods to be supplied by the seller set out in the Purchase Order or in any other document or documents referred to therein. Such Specification shall incorporate all information necessary to fully define the goods to be supplied and shall include where necessary technical data, plans, drawings, relevant standards, quality requirements, etc.
- 1.6. The 'Price' means the total value as stated on the face of the purchase order.
- 1.7. The Dates and periods as per Gregorian calendar shall be followed for the purpose of the Purchase Order. Day/Week shall mean a calendar day/week unless otherwise specified.

### 2. ORDERS ACKNOWLEDGEMENT:

- 2.1 Supplier shall formally notify its acceptance or refusal of the order within four(4) working days from Order submission. Together with his acceptance the Supplier shall confirm complete delivery schedule.
- 2.2 Delta reserves the right to cancel any order not formally accepted and shall have no obligation of payment with respect to such orders.
- 2.3 Delta shall not be obligated to purchase and pay for any Products and/or Services which have not been included in an Order.

### 3. PRICES:

- 3.1 Delta shall pay Supplier the prices set out in the Order.
- 3.2 The Price shall not be subject to escalation nor increased as a result of any increase in seller's costs nor adjusted for any reason except as may be provided in any change order issued by Purchaser.
- 3.3 Supplier warrants that the applicable prices are no more than the prices charged to other clients for contemporaneous sales of similar Products and/or Services, in the same or substantially similar volumes, and under substantially similar terms and conditions.

### 4. INVOICE SUBMISSION

- 4.1 Invoices are to be submitted along with the delivery or as per agreed payment term according to the maintained Inco terms within 30 days of material delivery.
- 4.2 Delta reserves the right to reject any invoice submitted more than six (6) months after the final goods receipt for Products or the completion of the Services contemplated under the corresponding Order.
- 4.3 if a Force Majeure event lasts for more than fifteen (15) consecutive days Delta reserves the right to extend the payment terms up to 120 days from invoice date for current and future invoices.

### 5. DRAWINGS:

- 5.1 In the event of any apparent inconsistency, inaccuracy or ambiguity in the specifications, drawings or other documents supplied by the purchaser, the seller will notify the purchaser immediately and obtain instruction in writing before proceeding with the item in question.
- 5.2 Any work performed after such discovery, until authorized in writing by purchaser, will be at the seller's risk and expense. The seller will provide, at no extra cost to the purchaser, detail drawings and other documents as mentioned in the purchase order. The purchaser has the right to approve such detail drawings and other documents, but such approval shall not relieve the seller of any of his responsibilities under the purchase order.

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**Purchase Order**

Page : 5

**BP:OM TUBES & FITTINGS INDUSTRIES**

**Order Number/Rev: TP2100004/Trai Order Date: 21/01/2021**

Delta Corporation  
General Terms and Conditions of Purchase

**6. EXPEDITING:**

6.1 The goods furnished under this purchase order, including all warranty work, shall be subject to expediting by purchaser. Purchaser's representatives shall be afforded to free access during working hours to seller's plants, and seller agrees to procure a similar right for purchaser, for expediting purposes with respect to seller's subcontractors and vendors. As required by purchaser, seller shall supply schedules, progress reports and un-priced copies of seller's purchase orders and subcontracts for purchaser's use in expediting to: Purchaser's expediting Office: Delta Corporation, P O Box no 4926, Doha, Qatar. Tel 1: +974-4405 0111, Fax: +974- 478 4881.

6.2 Seller shall notify purchaser in writing of any actual or anticipated delays immediately upon discovery. Such notice shall include an estimated period of delay, cause, and corrective actions being taken. The purchaser may, in such case it deems necessary and in its sole discretion without prejudice to any other rights which it may have, cancel the purchase order and make other arrangements as the purchaser may consider necessary or desirable in the circumstances. Any additional expenditure incurred by the purchaser in connection therewith shall be reimbursed by the seller upon demand.

**7. SHIPMENTS:**

7.1 The purchaser reserves the right to cancel this purchase order if the promised or specified delivery date cannot be achieved.

7.2 The purchaser reserves the right to return over shipments supplied against this purchase order with freight costs to the seller's account. Code numbers and purchase order number must be shown on all invoices, packing slips and packages.

**8. QUALITY:**

The purchaser shall have the right to inspection and approval. Inspection by the purchaser, at the seller's premises shall not constitute final acceptance, if defects are discovered at the purchaser's place of business the freight costs, both ways shall be on the seller's cost.

**9. WARRANTIES-GUARANTEES:**

9.1. The Seller warrants that the goods shall conform to the specification and requirements of the purchase order and are free failures & defects in design, material & workmanship. Unless otherwise stated in the purchase order this warranty shall remain in effect ("warranty period") for the period of eighteen months (18) from the date of delivery or twelve (12) months from the date of installation, whichever occurs first, unless otherwise agreed.

9.2. At purchaser's option, seller shall, at no cost to purchaser, promptly repair or replace defective goods after receipt of purchaser's written notice of a defect. Notice of defect or non-conformance shall be given by purchaser within a reasonable time after discovery. Any repaired Product shall be warranted for the same duration as the Product initially performed.

9.3. Seller warrants good title to the goods supplied hereunder by seller, its sub-suppliers or vendors and that the goods are provided free and clear of any liens, encumbrances or other security interest.

**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 upon delivery, whichever occurs earlier. Notwithstanding the foregoing, Seller shall be responsible for and shall bear any and all risk of loss or damage to the goods until delivery thereof in accordance with the delivery provisions of this purchase order. Upon such delivery, risk of loss or damage shall pass to purchaser; 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. PATENTS:**

Seller represents and warrants that the goods are free from any claim of patent infringement and that any labels or trademarks affixed thereto are free from any copyright or trademark infringement and Seller agrees to protect, defend, indemnify, and hold harmless purchaser from and against any such infringement claims and liability. Purchaser shall promptly notify Seller of any such claim. 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

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**Purchase Order**

Page : 6

**BP:OM TUBES & FITTINGS INDUSTRIES**

**Order Number/Rev: TP2100004/Trai Order Date: 21/01/2021**

Delta Corporation  
General Terms and Conditions of Purchase

shall substitute equivalent goods.

**12. PURCHASER'S RIGHTS IN SPECIFICATIONS, DRAWINGS ETC:**

All specifications, drawings, patterns or designs supplied by the purchaser in connection with this purchase order shall remain the property of the purchaser. Any information derived there from or otherwise communicated to the seller by the purchaser in connection with the purchase order will be kept strictly confidential by the seller and will not be published or disclosed by the Seller to any third party, or made use of by the Seller (except for the purpose of implementing the purchase order) without the purchaser's prior, written consent. All specifications, drawings, patterns or designs and all rights therein prepared by the seller under the purchase order will become the property of the purchaser as soon as they have been prepared and will be handed over to the purchaser on completion or termination of the purchase order.

**13. TERMINATION:**

13.1. Purchaser shall have the right, by giving notice, terminate an Order, in whole or in part, without any penalty, at such time or times as purchaser may consider necessary for any or all of the following reasons:

(a) if a Force Majeure event lasts for more than fifteen (15) consecutive days  
(b) Subject only to Clause 14.2, in the event of any default on the part of Seller  
(c) if Seller becomes bankrupt or makes a composition or arrangement with its creditors or if a winding-up order of Seller is 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 is appointed.

(d) in the event of Supplier's default or failure to comply with the terms and conditions hereof. In this case Purchaser shall give notice of default to seller giving the details of such default. Delta reserves the right to terminate the order, in whole or in part, If the seller upon receipt of such notice does not remedy the defect and/or provide reasonable assurance of future performance within 5 days from the notice. Any cost occurred by Delta will be refund or credit, as Delta may decide.

13.2. Delta shall have the right, by giving notice, to terminate an Order for convenience, in whole or in part, at any time after acceptance by Supplier. In this case the following shall apply:

(a) With respect to standard/non-customized Products not manufactured according to Delta's proprietary specifications, no payment shall be owed by Delta if the termination occurs prior to the shipment/delivery of the Products  
(b) With respect to standard/non-customized Products not manufactured according to Delta's proprietary specifications, Purchaser shall support the full cost for the shipping (from and back to the supplier) including the documented non-recoverable packing and shipment/delivery costs actually incurred by Supplier.  
(c) With respect to Services and /or non-standard/customized Products manufactured according to Delta's proprietary specifications, Supplier shall be paid a reasonable termination charge reflecting the work actually performed prior to the termination notice, not to exceed the applicable price for the terminated part of the Order reduced by the price of work not completed (and as the case may be, by the amounts already paid in respect thereof).

13.3. In the event of Purchaser giving seller notice of termination of all or any part of the purchase order such notice shall become effective on the date specified therein (or in the absence of any specified date at the date of receipt of the notice)

13.4 If an Order is terminated pursuant to Clause 13.2 above, Supplier shall submit to Delta in writing a detailed and substantiated statement of any applicable termination charges within maximum (15) days from the receipt of the termination notice.

**14. LIABILITY:**

14.1 The seller is considered an independent contractor and shall indemnify, protect and save harmless the purchaser, its agents, employees, successors and assigns from any and all damages, liabilities and claims of whatsoever nature arising out of the supply by the seller, its agents or employees of the materials and/or performing of the services covered by this purchase order, or incidental or ancillary thereto.

**15. LEGAL REQUIREMENT:**

15.1 The seller shall conform strictly with all requirements of Qatar Law no. 6 of 1987, namely, that the supply of National products or products of National origin



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## Purchase Order

Page : 7

BP:OM TUBES & FITTINGS INDUSTRIES

Order Number/Rev: TP2100004/Trai Order Date: 21/01/2021

### Delta Corporation General Terms and Conditions of Purchase

to government departments and agencies is mandatory to the extent that such materials are available in the quantity and quality required and within the price preference stipulated in Law no. 6.

#### 16. INTERPRETATION AND LAW:

16.1. The purchase order shall be read and construed as a whole. Anything mentioned in any of the documents comprising the purchase order shall behave like effect as if stated or mentioned in all of them. In the event of any conflict between the various documents comprising the purchase order, the conflict shall be resolved by purchaser.

16.2. The purchase order embodies the entire agreement between the parties. Neither party shall be liable for any statement, representation, promise or understanding not set forth therein. No changes, amendments or modifications of the terms and conditions of the purchase order shall be valid unless reduced to writing and signed by the parties.

16.3. Failure on the part of the purchaser at any time to enforce or to require the strict adherence to any performance of any of the terms and conditions of the purchase order shall not constitute a waiver of such terms or conditions or impair in any way the right of purchaser at any time to avail itself of such right.

16.4. The interpretation and enforcement of the terms & conditions of the purchase order shall be made in accordance with the laws of the State of Qatar.

#### 17. DELIVERY:

17.1. The goods shall be delivered to the point of delivery as specified in the purchase order within the delivery time(s) or by the delivery (s) specified therein. The corresponding type of delivery shall be as designed in the purchase order.

17.2. 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.

17.3. Should the revised actual delivery date(s) exceed the scheduled delivery date (s) specified in the purchase order due to no fault of 'DELTA', then 'DELTA' retains its right to apply liquidated damages in accordance with clause 21

17.4. Partial delivery shall not be accepted by purchaser and invoices will not be paid unless otherwise clearly specified in the purchase order or by prior agreement in writing by an authorized representative of purchaser.

17.5 Delta may, at any time, reschedule an Order, in whole or in part, to any date within fifteen (15) months of the most recently acknowledged due date at no additional cost. Delta will notify which specific Order lines, Product numbers, and quantities shall be rescheduled and if the Products are not requested within (15) months from the notification date the PO will be considered cancelled and Delta shall pay the Supplier the cost defined as per Clause

#### 18. INSPECTION AND TESTING:

18.1 Purchaser shall have the right, but not the obligation at all times to inspect, test and examine the goods and to witness any test performed on the goods by seller or any third party. Purchaser's failure to inspect or waive inspection shall not relieve seller from any of its obligations liability under the purchase order.

18.2 Is the supplier responsibility to make a full inspection of the Products specified in an Order prior to shipment and in case the Products fail to conform to agreed specifications or are otherwise defective, Delta has the right to reject the same, and require prompt replacement or rectification from the Supplier, at Supplier's cost.

17.5 If there is a discrepancy between the Order's specification and the actual Products or Services, Supplier shall notify Delta in writing with a detailed description of the Products or Services actually to be provided. Delta shall have the right to reject the Products and / or Services not complying with the Order.

#### 19. PACKING AND MARKING:

19.1 Seller shall be responsible for safe and adequate packing of the goods which shall conform to the requirements of the carriers. The Products must be packed in a manner which will facilitate the necessary lifting, handling and will be protected against weather conditions to ensure safe arrival of the Products at the destination and avoid damage during transportation.

19.2 Seller shall separately number all cases and packages, showing the corresponding numbers on the invoices. An itemized packing slip bearing the purchase order number shall be placed in each case. No extra charge shall be made for packaging or packing materials unless set forth in the purchase order.

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**Purchase Order**

Page : 8

**BP:OM TUBES & FITTINGS INDUSTRIES**

**Order Number/Rev: TP2100004/Trai Order Date: 21/01/2021**

Delta Corporation  
General Terms and Conditions of Purchase

**20. SUB-ORDERS.**

If any part of the purchase order will be performed or provided by Sub-supplier, then any such sub-orders shall provide the right of Unconditional assignment to purchaser.

**21. LIQUIDATED DAMAGES:**

21.1. In the event seller fails to deliver the goods in accordance with the purchase order by the delivery date(s) specified therein, seller shall be liable to purchaser for liquidated damages in accordance with the provisions of this clause & the amount of such liquidated damages shall be calculated in accordance with the liquidated damages rate set forth in clause 21.3 below.

21.2. All amounts of liquidated damages for which seller may become liable under this clause are agreed between the parties as a genuine pre-estimate of the losses which may be sustained by purchaser in the event that seller fails in its obligations under the purchase order & are not a penalty & as such shall be construed as liquidated damages.

21.3. Should seller fail to deliver the goods by the delivery date(s), liquidated damages will be computed at the rate of two percent (2%) of the PRICE for each week or part of a week delay up to an amount not to exceed ten percent (10%) of the total P.O. PRICE.

**22. SERVICES:**

Should there be any services performed on purchaser's premises arising out of the purchase order, then the following additional terms and conditions will apply: Seller shall release, protect, indemnify, defend and hold harmless Purchaser, its affiliates, its co-ventures, and its and their respective officers, employees & agents in respect of (a) loss of or damage to the property, facilities, material, equipment, tools, owned or rented, which are provided by seller; (b) personal injury, including fatal injury & disease, to any person; and/or (c) loss of or damage to the property of purchaser, arising out of the fulfilment of seller's obligations under the purchase order without regard to the cause or causes thereof, including, without limitation, the fault or negligence (whether sole, concurrent, active, passive or otherwise) or breach of duty (statutory, contractual or otherwise) of purchaser, seller or any o or entity.

**23. INSURANCE:**

The seller shall maintain and cause his subcontractors to maintain adequate insurance coverage that would cover its legal & contractual obligations in accordance with standard industry practices.

**24. FORCE MAJEURE:**

24.1. A delay in or total or partial failure of performance of either Purchaser or seller hereto shall not constitute default, suspension of termination hereunder or serve to give rise to any claim for damages if and to the extent such delay or failure is caused by any force majeure occurrence which demonstrably could not have been reasonably foreseen before the effective date & which is demonstrably beyond the reasonable control of the purchaser or seller affected & could not have been avoided by use of due care provided that (i) such occurrence materially & directly impairs the ability of the affected purchaser or seller to perform (ii) the affected purchaser or seller gives seven (7) calendar days written notice to the other purchaser or seller of the circumstances constituting the occurrences fall within one or more of the following categories:

- (a) Acts of God;
- (b) Embargo, expropriation, confiscation, requisitioning or Commandeering by or compliance with any oral or written order, directive or request of any government all authority or person purporting to act therefore or under such authority;
- (c) War (whether declared or not), act of foreign enemy, Hostilities, acts of terrorism, rebellion or public disorder;
- (d) Strikes, whether lawful or unlawful (provided it does not originate or mainly involve seller or seller subcontractor's workforce);
- (e) Explosions, fires, floods, earthquakes or other natural Calamities;
- (f) Maritime disaster

24.2. If within a reasonable time after a force majeure occurrence which caused seller to suspend or delay performance, seller has failed to take such action as seller could lawfully initiate to remove or relieve either the force majeure occurrence or its direct or indirect effects. Purchaser may in its sole discretion & after written notice to seller, initiate such measures, including but not limited to, the hiring of third



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**Purchase Order**

Page : 9

**BP:OM TUBES & FITTINGS INDUSTRIES**

**Order Number/Rev: TP2100004/Trai Order Date: 21/01/2021**

Delta Corporation  
General Terms and Conditions of Purchase

parties, as are designed to remove or relieve such force majeure occurrence or its direct or indirect effects; And purchaser may thereafter require seller to resume full or partial performance of the purchase order. Alternatively, purchaser, in its sole discretion, may decide to terminate this purchase order in accordance with the terms of Clause 14.

24.3. If the cumulative duration of any occurrence referenced in Clause 14.1 exceeds (15) calendar days, either purchaser or seller may terminate the purchase order upon seven (7) calendar days prior written notice to the other purchaser or seller.

24.4. Any force majeure delay as defined herein shall be considered an excusable delay, & neither purchaser nor seller shall be entitled to Compensation, beyond the provisions of this purchase order, as a result thereof.

Supplier Acknowledgement-

Signature :  
Stamp :  
Date :