

EMERGENCY PURCHASE ORDER	
<b>Vendor:</b>	<b>PO No. : 4400000963</b>
<b>To</b> OM TUBES & FITTINGS INDUSTRIES 10 Bordi Bunglow 1st Panjarapole CP Tank 400004 MUMBAI INDIA <b>Fax</b> : <b>Tel. No.</b> : +919167436562 <b>E-Mail</b> : sales@omtubes.com <b>Attn.</b> : SHREYA DIWAKAR	<b>PO Date</b> : 16-December-2020 <b>Terms of delivery</b> : EX WORKS,INDIA <b>Delivery By</b> : 19.12.2020 <b>Shipment Via</b> : Courier. <b>Currency</b> : UNITED STATES DOLLAR <b>Payment terms</b> : Net 30 Days <b>Buyer</b> : Anil AnantKillekar <b>Buyer Tel No</b> : 966133438706 <b>Extn</b> : <b>Email</b> :.killekar@chemanol.com
<b>Accounts Payable :</b>	<b>Consignee</b>
Name: Haneefa Kunhalakath Mail: haneefa@chemanol.com Phone: +966138064549	The Factory of Methanol Chemical Company P.O. Box : 2101, Jubail Industrial City 31951 Saudi Arabia

We are pleased to place our order for the following items subject to conditions set forth in this order and attachments thereof

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
132398644	BAR ROUND 25MM SDSS 2507 28MM 2507 "BAR,ROUND:DIAMETER:25 MM MATERIAL:SUPER DUPLEX STAINLESS STEEL,SDSS 2507, SPECIFICATION:ASTM A789 2507,ORIGIN AND MANUFACTURER TO BE MENTIONED ALONG WITH QUOTATION,MTC TO BE SUBMITTED DURING DELIVERY" ----- 1 METER X 6 PC	6	M	83.34	500.04
132398645	BAR ROUND 50MM SDSS 2507 50MM 2507	6	M	260.00	1,560.00

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<p>"BAR,ROUND:DIAMETER:50MM MATERIAL:SUPER DUPLEX STAINLESS STEEL,SDSS 2507, SPECIFICATION:ASTM A789 2507,ORIGIN AND MANUFACTURER TO BE MENTIONED ALONG WITH QUOTATION,MTC TO BE SUBMITTED DURING DELIVERY"</p> <p>----- 1 METER X 6 PC -----</p> <p>As per your REVISE offer &amp; final mail dt.16.12.2020 -----</p> <p>Shipping Marks must be mentioned our consignment: The Factory of Methanol Chemicals Company(Chemanol) Store - 2 Al Jubail Industrial City, Kingdom of Saudi Arabia Section P,Block 5, Street 184 Al-Jubail -----</p> <p>NOTE 1 : *Documentation must be received by us at least 2 week prior to the arrival of the shipment. -----</p> <p>*Following original documents shall be provide in three sets a. Invoice b. Bill of lading/Airway Bill IF applicable c. Packing list d. Certificate of analysis If applicable. e. Certificate of origin One original invoice and certificate of origin should be attested by chamber of commerce as per requirement of Saudi Port Authority. -----</p> <p>The country of origin MUST</p>				

P.O. Box 3139, Dammam 31471, Saudi Arabia, Tel: +966 13 814 4685, Fax:+966 13 814 4678

P.O. Box 2101, Jubail 31951, Saudi Arabia, Tel: +966 13 358 1111, Fax:+966 13 358 3592

www.chemanol.com

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	<p>BE CLEARLY STATED on all our consignments. Failure to do so will result in fines from the Saudi Port Authorities and same will be charged to the seller</p> <p>-----</p> <p>*The demurrage charges will be born by supplier if the documents are not submitted /sending in time</p> <p>-----</p> <p>NOTE 2:</p> <p>*Purchase Order acknowledgment must be received within 2 (Two) working days of receiving this P.O.</p> <p>-----</p> <p>Supplier should comply the Standard Warranty and Guarantee for any manufacturing or Technical defects</p> <p>-----</p> <p>NOTE 3:</p> <p>*Mention our Item code while submitting the invoice.</p> <p>-----</p> <p>*As per attached Standard Terms And Conditions with P.O</p> <p>-----</p> <p>For any clarification, sending Purchase Order acknowledgment please send mail to:killekar@chemanol.com or fax no. +966 13 3583592</p> <p>-----</p> <p>Contact person for submission of Invoice to Finance Dept. : Mr. Haneefa E mail: haneefa@chemanol.com Ensure to submit one set of shipping documents hard copy in seperate envelope adress to "ACCOUNTS PAYBLE" to avoid delay payment.</p> <p>-----</p>				

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ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
	For Logistics: Mr. Altaf Mohammed Email: cont.altaf@chemanol.com/ Killekar@chemanol.com Ensure the all necessary shipping documents.				
	Documentation Charges				30.00
	Your ref.:OM/82578/ 20-21 Dated:15-December-2020				
<b>TOTAL:</b>	<b>USD TWO THOUSAND NINETY AND 04 /100</b>				<b>2090.04</b>

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## **STANDARD TERMS AND CONDITIONS:**

**1. ACKNOWLEDGEMENT:** The Seller shall promptly acknowledge the order and shall provide sign, date & stamp on the copy of purchase order in token of acceptance and return the same to Purchaser within 5 working days of receipt of order.

**2. PRICES:** The order shall not be completed at prices other than at those set forth on the face of this purchase order, unless written permission is secured from the Purchaser which shall be confirmed by a formal amendment of this purchase order. Purchase order prices shall remain firm throughout the contractual period. No escalation shall be allowed.

**3. PRICES BASIS:** The price basis or terms of delivery is indicated in the order, which will as per Incoterms 2010 inclusive of seaworthy packing, inland freight, stowage charges and transit insurance up to port of discharge or destination specified. For all supplies to Purchaser, Insurance of material will be arranged by the Seller unless agreed otherwise in the order.

**4. INVOICE SUBMISSION:** Invoices are to be submitted within 30 days of materials delivery. Claims for payment for goods and materials delivered but not invoiced will not be accepted after 12 months from delivery date.

**5. SHIPMENT:** The supplier will ensure timely & continuous supply of product for meeting Chemanol's operations requirement. (Specifications should be specially checked for purity, high & low boilers). If purity less, then M/s Chemanol having right to deduct charges on pro-rata basis. Supplier will ensure efficient quality system for maintaining quality of product during transit. All require All require precautions (scaling) shall be taken care by the supplier.

The Purchaser reserves the right to cancel this order if the promised delivery is not achieved. The Purchaser reserves the right to return over shipments supplied against this order with freight costs to the Seller's account. Code numbers and order number must be shown on all invoices, packing slips and packages. As per instructions from Saudi Port from Saudi Port Authorities, all incoming cargo MUST have the country of Origin Clearly stated on the consignments in the form of marking/labels. Otherwise the Purchaser will be charged SAR 10,000.00 fine (or as applicable) and will not be allowed to clear the shipment from port until providing a proof of the country origin and stamping the same on the consignment. Hence the Purchaser will have to pay for all delays charges including demurrage in addition to aforesaid fine. Purchaser shall recover aforesaid charges from the Seller if marking/ labels & shipping documentation requirements are not met by the Seller during shipment. Part shipments/Transshipments are not allowed, unless agreed otherwise.

**6. ASSIGNMENT & SUB-ORDERING:** The supplier cannot assign this order or any part thereof. The use of subcontractors is permitted if and to the extent disclosed. No other sub-ordering is permitted without the prior written approval of CHEMANOL.

**7. PACKING:** All equipment and materials provided by Seller shall be properly packed to withstand transportation and handling, and protective measures shall be taken to prevent damage from moisture, rain, shock, corrosion, electrostatic discharge, electrical interference, etc., according to the different characteristics and requirements of the GOODS so as to ensure their safe arrival at the site without deterioration from rust, corrosion, etc. Seaworthy packing shall be used for marine shipments. Seller shall be obliged to make compensation for all losses sustained by Purchaser due to Seller's improper packing and inappropriate storage.

**8. SHIPPING DOCUMENTATION:** As per order or as follows. Seller must ensure the shipping documentation as per the Saudi customs requirement for all imports. Invoice in original + 2 copies, Certificate of Origin in original + 2 copies, Bill of Lading in original + 2 copies, Packing list in original + 2 copies, Certificate of Analysis in original + 2 copies, MSDS, Inspection Certificates / test reports. if any. **Original Invoice & country of origin certificate shall be duly endorsed by originating country's chamber of commerce & industry.** All documents should be consigned to Purchaser viz. #Methanol Chemicals Company (CHEMANOL)#. Demurrages, detentions or any other charges levied by the port authorities due to delay customs clearance arising out of delay in receipt of the shipping documents on time shall be borne by the Seller.

### **9. QUALITY:**

#### **Raw material and Chemicals:**

The product supplied in each lot by the supplier shall be tested by CHEMANOL in its in-house testing facility. If the product is disqualified/rejected due to deviations/non-conformance with respect to any of the quality parameters, the testing of sample from this lot shall be out by a mutually agreed Third party (Reputed International lab acceptable to both the supplier & Chemanol). If after testing by Third Party the sample is approved, CHEMANOL shall accept the lot and bear the third party testing charges. However, in the event of disqualification /rejection of the sample upon testing by the Third party, the lot shall be rejected / disqualified & shall be taken back by the supplier at testing shall also be borne by the supplier and then Chemanol shall be either replaced by another on-specs product or returned the value of product by the supplier within 60 days.

### **Equipment/Spares:**

All goods and materials shall be new, of good quality and fit for the intended use. Seller shall without cost to Purchaser replace any goods or materials which are defective or fail to conform to the order. Replacement will be made by the Seller within 7 days time or as agreed with the Purchaser. The Purchaser shall have the right to inspection and approval. Inspection by Purchaser at the Seller's premises shall not constitute final acceptance. Failure by Purchaser to inspect shall not reduce or affect Seller's obligations under this order. If defects are discovered at the Purchaser's place of business the freight cost, both ways, shall be to the Seller's account.

**10. CHANGES AND OPTIONS:** No changes may be made by supplier to the scope of supply or service and no charges may be made in respect of such changes or any options, except such as have been specifically approved in writing by CHEMANOL.

CHEMANOL shall have the right at any time by written notice to change the scope of Services in which event the parties shall act promptly and reasonably in agreeing to any schedule and cost impacts. No amount is payable on account of loss of anticipated profits in the event of a reduction in scope.

**11. TERMINATION:** CHEMANOL may terminate this order with notice period of 60 days at any time by written notice to the supplier. However the supplies already in transit shall be considered as per above terms.

In the event of termination shall be reimbursed for all costs for the supplies performed by the supplier in relation to this order and during the notice period. In the event of such termination, the supplier shall not be compensated for loss of profit and supplies not performed.

CHEMANOL may terminate this order with notice period of 60 days at any time by written notice to the supplier in the event of failure to perform its obligations and to rectify such failure within ten days after notice to do so from CHEMANOL. CHEMANOL may also terminate this Order at any time by written notice to the supplier in the event of the supplier insolvency.

The event of such terminations, of the order by CHEMANOL it shall immediately and within reasonable period settle in full all approved outstanding invoices of the supplier.

**12. PATENT:** The Seller shall warrant that goods and materials supplied to the Purchaser shall not infringe upon any patent and shall agree to defend any legal action brought against the Purchaser for any infringement and to reimburse the Purchaser for any loss incurred as a result of such action.

**13. LIABILITY:** The Seller is considered an independent contractor/supplier and shall protect, indemnify, defend and hold harmless CHEMANOL, its affiliates, and their respective officers, employees and agents from and against any and all:

- a) loss of or damage to the Equipment and all other property owned rented or provided by the supplier or its subcontractors for use or intended for use in the performance of the Order; and/or
- b) claims, damages, costs and liabilities of every kind and nature resulting from personal injury, including fatal injury and disease, to the Manpower and all other persons employed by the supplier or its subcontractors arising directly or indirectly out of the performance of the Order; and/or

The supplier shall protect, indemnify, defend and hold harmless CHEMANOL its affiliates, 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 the Services or the Work.

CHEMANOL shall protect, indemnify, defend and hold harmless the supplier from all claims, damages, losses and liabilities of every kind and nature resulting from personal injury, including fatal injury, disease to any person employed by CHEMANOL arising directly or indirectly out of or in connection with the performance of the 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.

CHEMANOL and the supplier shall in no event be liable to 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.

**14. PERFORMANCE GUARANTEE:** The material shall be free of any defect in manufacture & manufactured according to the latest world technology and suitable for long trouble free service. Vendor shall undertake to replace or repair any defects arising out of faulty design, material or workmanship, free of costs and the material will be guaranteed for a period of twelve (12) months from the date of delivery/installation at site or 18 months from the date of dispatch whichever is earlier. The replacement/repair activities shall not be unreasonably delayed and vendor shall put in all sincere efforts to rectify the defect/s in shortest possible time.

**15. FORCE MAJEURE:** If either party is rendered unable by force Majeure to perform any of its obligations under this order it is agreed that performance of such obligations by such party so far as they are affected by force Majeure shall be suspended from the inception of any such inability until it is corrected but for no longer period.

The party claiming an inability to perform shall promptly correct such inability to the extent that it may be corrected through the exercise of reasonable diligence.

The term #Force Majeure# as used in this Order shall mean any act, event cause or occurrence rendering a party unable to perform any of its obligations which is not within the reasonable control of such party.

Should any part of the Work be delayed for more than forty-five (45) days as a result of force Majeure, the Owner may cancel this Order? Neither party shall be liable to the other for costs incurred by the other as a result of any delay or failure to perform arising out of force Majeure.

**16. PAYMENT:** As agreed or specified in the purchase order, Invoices should always be submitted with the proof of delivery. For payment transfers through Bank, LC etc., all bank charges outside Saudi Arabia and including those in Seller's country, shall be to Seller's account. For transfers within Saudi Arabia, bank charges will be borne by respective parties i.e. Purchaser & Seller will bear their respective bank charges.

**17. PENALTIES FOR DELAYED DELIVERY (LIQUIDATED DAMAGES DUE TO LATE DELIVERY):**

**Raw material and Chemicals:**

Liquidated damages will be applied in case of failure on the part of the supplier to supply the material in accordance with the requirements of the Time Schedule, due to reasons attributable to them, The supplier shall be penalized for late delivery of lot/shipment at the rate of 0.5% of Invoice value of shipment for each complete week's delay and prorata for each part of the week, provided that the maximum amount of penalty shall not exceed 10 % of the total Invoice value of shipment. This clause is applicable only for shipments/lots wherein Chemanol gives the supplier lots/shipments forecast before 60 days.

**Equipment/Spares materials:**

The delivery date as per order is binding and no delay will be allowed unless written approval is given by Purchaser. In case of delay, Purchaser shall be entitled to accept the supply and apply penalties viz. Late Delivery/price reduction shall be applicable and price shall be reduced @ 0.5% of the total order value per week of delay beyond the guaranteed delivery period or part thereof subject to a maximum of 5% of the total order value.

**18. DELIVERY FAILURE:** In the event, the material is not delivered as per the purchase order requirements and the Seller fails to meet the committed delivery period resulting in production bottleneck/limitation, Purchaser reserves the right to procure the ordered material from other sources at Seller's risk & cost. The cost of such procurement shall be recovered from the Seller.

**19. APPLICABLE LAW & DISPUTE RESOLUTION:** This terms & conditions shall be construed and governed in accordance with the laws of kingdom of Saudi Arabia / of England without resource to the conflict of laws Bahrain in the commercial Arbitration Centre and the arbitration Centre and the arbitration shall be conducted in English language. The Arbitration award shall be final and binding on the Parties, and may be entered for enforcement in any court of competent jurisdiction.

**20. EHSS MANAGEMENT SYSTEM:** Vendor shall comply with all current EHSS Management system and Safety and Security Rules and Regulations of CHEMANOL to the full extent that are applicable to the work.

**This is an SAP generated mail and hence does not require any signatures. For Queries contact the Procurement & Contracts Department.**