

PURCHASE ORDER



Sharjah	Hamriyah – HFZA	Jebel Ali – JAFZA	Land Rig Services
Tel: +9716 5285345 Fax: +9716 5285820	Tel: +971 6 5282323 Fax: +971 6 5284325	Tel: +9714 8872323 Fax: +9714 8872416	Tel: +971 48851442 Fax: +971 48851443

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P.O. Box 33455, Dubai, UAE

P.O. No: 200093 - 0**P.O. Type:** Project Material**Project:** CN/20/2101 - S7 - SSE Offshore Wind Farm**PO Title:** Fittings**Company:** Lamprell Energy Limited**TRN:** 100238701500003**Currency:** USD**PO Supplement:** N**Create Date:** 22-DEC-2020**Approve Date:** 23-DEC-2020**Payment Term:** Milestones - Milestones**Buyer:**

Shyam Muraleedharan

Expeditor:

Roy Gumapang

0569927760

smuraleedharan@lamprell.com

rgumapang@lamprell.com

RFQ Number: 228941-2**Quote Date:** 21-DEC-2020**Internal Quote Ref. :** 334171**Vendor Quote Ref. :** 333865 (RFQ 228941)**Vendor Code:** 8615**Vendor Name:** OM TUBES & FITTINGS INDUSTRIES**Address:** 10 BORDI BUNGLOW ,1ST
PANJARAPOLE LANE ,CP TANK
MUMBAI 400004**Contact Person:** India
Sanjay Mehta**Tel No.:** 9869146047**eMail:** info@omtubes.com**Manufacturer:****Address:****Contact Person:** MANISH LOKEGAONKAR**Tel No.:** +91 93211 67016**eMail:** commercial@omtubes.com

PO Item	Order Quantity	Unit of Measure	GRN Required	Unit Price	Total Price
1	1,266.000	Each	<input checked="" type="checkbox"/>	26.00	32,916.00

LEL Part ID: 304-11-85209004041

90° Elbow LR, BW, CS, ASTM A860 Gr. WPHY52, ASME B16.9, 4", Sch. 40 / STD

Incoterms 2020: FCA.India.Mumbai.Vendor Facil

PR No. ENGP-3526	PR Line: 3	Final Delivery Location: Hamriyah	Country of Origin: India	Promised Date: 22-JAN-2021
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Inspection Required: ☒**Certs Required:** ☒**Vendor Data Required:** ☐**Note to Supplier:****Certification Requirements:**

3.1 EN10204 -2004

Required

2	724.000	Each	<input checked="" type="checkbox"/>	18.10	13,104.40
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LEL Part ID: 304-01-85209004041

45° Elbow LR, BW, CS, ASTM A860 Gr. WPHY52, ASME B16.9, 4", Sch. 40 / STD

Incoterms 2020: FCA.India.Mumbai.Vendor Facil

PR No. ENGP-3526	PR Line: 1	Final Delivery Location: Hamriyah	Country of Origin: India	Promised Date: 22-JAN-2021
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Inspection Required: ☒**Certs Required:** ☒**Vendor Data Required:** ☐**Note to Supplier:****Certification Requirements:**

3.1 EN10204 -2004

Required

3	94.000	Each	<input checked="" type="checkbox"/>	14.45	1,358.30
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LEL Part ID: 304-11-85209003041

90° Elbow LR, BW, CS, ASTM A860 Gr. WPHY52, ASME B16.9, 3", Sch. 40 / STD

Incoterms 2020: FCA.India.Mumbai.Vendor Facil

PR No. ENGP-3526	PR Line: 2	Final Delivery Location: Hamriyah	Country of Origin: India	Promised Date: 22-JAN-2021
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Inspection Required: ☒**Certs Required:** ☒**Vendor Data Required:** ☐**Note to Supplier:**

Certification Requirements:

3.1 EN10204 -2004

Required

Discount: (3.71)
PO Total: 47,378.70

MR Header Notes		
Category Name	MR Number	Notes
Project Notes	ENGP-3526	<ul style="list-style-type: none"> •Elbows to be impact tested to a minimum temperature of -20deg.C at both longitudinal and transverse direction. •Proof Burst Test certificates required for the ASME B16.9 Fittings •All test fittings and test rings to be confirmed after manufacturing route is identified and discussions with Supplier •Material shall be free from any defect and corrosion.

PO Header Notes**PO Trailer Text**

Order of precedence:

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- a)This Purchase order and any subsequent amendment(s) thereto;
b)The general terms & conditions of purchase together with any agreed amendments as detailed in this purchase order.
c)The buyer material requisition together with all technical requirements agreed between seller & buyer during technical clarification stage and any subsequent revisions thereto, in the following order.

Attachments

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Annexure 1 - General Terms and Conditions of Purchase of Products

QUANTITY TOLERANCE

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Seller shall supply materials exactly as per PO quantity. No shortage or overage of the order quantity is allowed.

GENERAL TERMS AND CONDITIONS OF PURCHASE

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In accordance with LAMPRELL General Terms and Conditions of Purchase of Products.

LIQUIDATED DAMAGE

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In accordance with LAMPRELL General Terms and Conditions of Purchase of Products.

FORCE MAJURE

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Further to current COVID 19 situation, if supplier foresee at any point in time any entitlement to make Force Majure claim they will need to write to buyer formally with comprehensive reasons and supporting documentation for buyer to consider. It will be buyer that decides if a FM claim is legitimate.

PERFORMANCE BOND

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Not Applicable

PRICING NOTES

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The Purchase Order prices are based on fixed and firm Unit Price, not subject to escalation for any reason whatsoever for the duration of the Purchase Order.

DELIVERY TERMS

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FCA, Mumbai, India as per Incoterms 2020

DELIVERY PERIOD

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Delivery schedule to be meet as per mentioned in PO Line Items as per agreed incoterms.

To Supplier**DELIVERY SPLITS**

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Information for delivery splits (if required) to follow. Seller shall coordinate with the project expeditor prior dispatching the materials

PAYMENT TERMS

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100% payment shall be paid within 30 days from the date of delivery of materials as per agreed incoterms (FCA) and upon submission of acceptable invoice.

Consignment Instruction

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All goods on the shipping documents (invoice, packing list and certificate of origin) must be consigned to:

Consignee Address:

Lamprell Energy Ltd

PO Box No. 42149

Inside Hamriyah Free Zone

Sharjah, United Arab Emirates

Tel: +971 6 528 2323 | Fax: +971 6 528 4325

Shipping Marks:

Lamprell Energy Ltd

PO Box No. 42149

Inside Hamriyah Free Zone

Sharjah, United Arab Emirates

Tel: +971 6 528 2323 | Fax: +971 6 528 4325

Purchase order no: 200093

Project: CN/20/2101 - S7 - SSE Offshore Wind Farm

No. of packages: 1 of XXX

PO Acknowledgment

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It is important that Seller shall acknowledge the PO with sign and stamp on the PO. Seller shall send acknowledged PO copy by email to the Buyer within two working days. No other form of acknowledgement will be accepted. Failure to return the PO acknowledgement will result in delay to any payments that may be due and may be lead to termination of the PO.

General Note to Suppliers

- All Materials, Products and Equipment must be 'Asbestos Free'.
- All the Chemical products (including Paints, Solvents and Lubricants) shall be supplied with Material Safety Data Sheet (MSDS) and Shelf life marking on the product
- Any hazardous materials (including battery) shall be supplied with MSDS and according to International Dangerous Goods (DG) packing requirements in compliance with destination Government approval
- Energy efficient electrical appliances shall be supplied with Energy Rating Star
- Any products that consist solders shall be free from Lead
- Any material delivered against purchase order shall have proper traceability and materials that require MTC shall be supplied with Truly verified certificate in legible English language. Such materials delivered without MTC shall not be accepted.
- All the material shall be supplied as per agreed Country of origin which is mentioned against each line item. Any changes to the country of origin need to be agreed upon in form of PO revision prior to delivery of material.

Terms and Conditions of Purchase/Services:

This Purchase Order shall be subject to the Lamprell General Terms and Conditions of Purchase of Products and services/ General Terms and conditions for Equipment Hire as applicable which is available on our website:

<http://www.lamprell.com/site-services/suppliers-and-vendors.aspx>.

Supplier Performance Evaluation:

Supplier to note that Lamprell monitors the performance of all their suppliers via supplier appraisal process. Any supplier scoring less than 60% rating will be notified of their performance and further actions shall be performed as per the LEL procedure. The main areas of performance rating are 1. Effectiveness of supplier response to RFQs, 2. Commercial competitiveness, 3. Delivery performance with respect to PO commitment, 4. Quality of product and service in terms of OSDs (Overage, shortage and Damage), NCR (Non conformity report – Quality & HSES) and Discrepancy.

Supply Address Note:

In case you are supplying the goods/services from a different address other than the above mentioned, please contact the buyer to update the address or the company name in the purchase order.

'Customs' requirements for DDP INCOTERM shipments:

For shipments under DDP INCOTERMS, both overseas and free zone based suppliers shall provide a soft copy of the customs Bill of Entry passed under Lamprell's name to hfzcustoms@lamprell.com & to the expediter stated on the Purchase Order, prior to shipment delivery. A hard copy has to be submitted to Lamprell Freezone coordinators along with the shipping documents at the time of shipment delivery.

This purchase order shall be subject to Lamprell Packing, Marking and Shipping Instructions as applicable per agreed Incoterms which is available in the following link

<https://lamprell.sharepoint.com/:f:/s/ExternalSharing/011-Supply%20Chain%20Management/Er0TQ6NmorhPm3eCmtRixhsBMonIEDuoOG67ZENyKFPhdQ?e=PPprCJ>

Note on Tax:

The UAE Government has implemented Value Added Tax ('VAT') effective from 1st January 2018. This Purchase Order is stated Exclusive of VAT and we however acknowledge that your invoice related to this supply will be subject to VAT, as applicable. To the extent that any consideration for a supply of services or goods specified in the purchase order is to have any form of government imposed tax such as VAT, sales and use tax, gross receipts tax, withholding tax, and any similar tax, imposed or applicable, the invoice amount including VAT will be payable subject to you providing us a valid tax invoice (with all relevant information set out in such invoice) in accordance with the statutory requirements. Please refer to our T & Cs for further details.

Instructions on Counterfeit Supply:

Lamprell takes all counterfeit issues very seriously and expects the same from its suppliers. Supplier warrants that it has quality assurance/quality control procedures in place which are consistent with good industry practice and which will ensure that Supplier's products and services to Lamprell are genuine. If such counterfeit products & services are identified in any supplies from the Supplier, Lamprell has the right at any time to bar the respective suppliers from Lamprell ASL in its sole discretion and to apply all or part of the liquidated damages on the supplier in such events.

The Supplier warrants that (i) the Products sold to Lamprell under the Contract are and shall be genuine original equipment manufactured and that (ii) material test certificates or any other supporting documents submitted for every supply of products and services shall be properly prepared, submitted and certified, and shall not be any forgeries, counterfeits or misrepresentations of other products produced by a third party who owns the design right, patent right, trademark right, copyright and/or other intellectual property rights in the Products as per General Terms & Conditions clause 5.8. It is the Supplier's responsibility to make sure that all supplies (whether of products, services or documentation as the case may be) from their Sub Suppliers (if any) too are genuine and free of any forgeries and counterfeits and Lamprell will have all rights and remedies available to it for such forgeries and/or counterfeits as if such products, services or documentation were supplied by the Supplier.

Invoice Instruction to Follow:

All Suppliers must submit their invoices via Lamprell's I-Supplier Portal. Supplier may use below link

<http://www.lamprell.com/site-services/suppliers-and-vendors.aspx> using the username and password provided to them and upload their invoices with supporting documents. Unless specifically requested by Lamprell, Supplier need NOT submit the original invoices (hard copy). A monthly statement of Account must be forwarded to SOA@lamprell.com for effecting the payment.

Any and all invoices for payment under this Order / Contract shall be submitted within ninety (90) calendar days of final completion and acceptance of the Products. The Buyer reserves the right to reject and shall not be obligated to make any payments towards any invoice submitted after such period.

For milestone payment Suppliers shall email a PDF (Portable Document Format) copy of the signed invoice with the required supporting documents as specified in the purchase order to the concerned expeditor with a copy to Buyer for effecting the payment.

Address to be mentioned on the Invoice:

Finance Department
Purchase Order ref No : XXXXX
Company name as stated in PO
PO Box 42149, Hamriyah Free Zone, Phase-I
Sharjah, United Arab Emirates
Tel: +971 6 5282323 | Fax: +971 6 5260964

Payment Notes:

Milestone - 1:100% 47378.7 100% payment shall be paid within 30 days from the date of delivery of materials as per agreed incoterms and upon submission of acceptable invoice.

Signatories:

Supplier Acknowledgement:

Buyer: Shyam Muraleedharan
200093 - 0 Page 4 of 4

Approved By: Ramesh Kumar Paulraj
This is an electronically signed document.