



FIELDS MODERN SOLUTIONS TRADING & CONTRACTING COMPANY LLC

شركة حلول الميادين الحديثة للتجارة والمقاولات

P.O. BOX 3664, DAMMAM 31481 K.S.A

Procurement

Department

PURCHASE ORDER

Purchase Order No.

FMSCO /P-2020/08/00070

Material Request No.

Job Name : Maaden RSA-Cell 3 Project

Cost Code : P-18-Q54

P.O. Date : 19-Aug-2020

Payment Terms : 100% ADVANCE

Delivery Date : 10-15 DAYS

Delivery To : DDP RAS AL KHAIR

Quotation Ref. : OM/7093/20-21 & Dated: 16.07.2020

TO :	OM TUBES & FITTINGS INDUSTRIES (SELLER)
Address :	10 BORDI BUNGLOW, PANJARAPOLE LANE
	CP TANK, MUMBAI -400004, INDIA
Attention :	Parth Brid
Mobile	+919321129137
Telephone:	+91-22-6743-6963
E-Mail :	Saudi Sales <ksa@omtubes.com>

Address Correspondence to :

Name : Mohammed Salman A

E-Mail : mohammed.salman@fmsco.com.sa

Phone : 055-088-5225/ 059-261-1654

SN	Description	QTY	UOM	Unit Price	Amount
1	SUPPLY OF 16"-Ø, CL-150 BACK-UP FLANGE, SS A182 TO FIT WITH ASME B16.5 WN FLANGE (AS PER THE APPROVED SHOP DRAWING)	8	PCS	380.00	3,040.00

Amount In Words:

USD ONE THOUSAND FIVE HUNDRED & TWENTY ONLY.

Total USD	\$	3,040.00
Discount (50%)	\$	1,520.00
Total After Discount	\$	1,520.00
Grand Total USD	\$	1,520.00

NOTES / INSTRUCTIONS:

I. Following documents are required along with delivery of goods / services.

- Original Invoice
- Original Delivery Note
- Material Test Certificate
- Airway Bill
- Packing Lisit
- Country of Origin Certificate
- Debit Note for PO #-3268

TERMS & CONDITION:

See attach Standard Terms & Conditions

Job Name : Maaden RSA-Cell 3 Project

Cost Code : P-18-054

P.O. Date : 19-Aug-2020

Referencer Purchase Order No.

FMSCO / P-2020/08/00070

TERMS and CONDITIONS

- This Purchase Order ("PO") and any attachments are the sole agreement between FIELDS MODERN SOLUTIONS TRADING and CONTRACTING CO. and/or its subsidiaries or affiliates who are issuing a PO pursuant to these terms and conditions ("FMSCO") and the Seller identified on the face of this PO ("Seller") regarding the goods or services specified in this PO.

Acceptance of Terms and conditions

This purchase order is expressly conditioned on Seller's acceptance of all the terms and conditions set forth herein. Fields Modern Solutions Trading and Contracting CO.(FMSCO) expressly objects to any additions, deletions or differences in the terms or conditions contained in Seller's quotation, proposal, acknowledgment or other document, whether or not such additions, deletions or differences materially alter this purchase order. This purchase order may be issued in addition to other duly signed FMSCO agreements, exhibits and schedules incorporated therein ("Agreement") made with respect to the subject matter of this purchase order. In the event of an inconsistency or conflict between the provisions of any Agreement and this purchase order, the inconsistency or conflict will be resolved by giving precedence in the following order: (a) the Agreement; (b) the provisions appearing on the front and reverse side of this purchase order.

Scope of work (description of services)

SUPPLY OF 16"-Ø, CL-150 BACK-UP FLANGE, SS A182 TO FIT WITH ASME B16.5 WN FLANGE (As per the attached Approved Shop Drawing & As mentioned in the 1st Page of PO)

Responsibility Matrix ☒-☐

SN	ITEM DESCRIPTION	FMSCO	THE SELLER	REMARKS
1	Delivery of the material to Jobsite @ Ras-Alkhair.		✓	As agreed

Inspection

All goods and services purchased hereunder are subject to inspection by FMSCO at all reasonable times and places notwithstanding the terms of payment, and in any event, prior to final acceptance. No inspection made prior to final acceptance will relieve Seller from responsibility for failure to meet the requirements of this purchase order. In the event the goods or services do not meet the applicable specifications and instructions, Seller will promptly re-perform the nonconforming services or provide replacement goods satisfactory to FMSCO at Seller's sole expense. If Seller is unable to accomplish the foregoing, FMSCO may procure such goods or services from another source and charge to Seller's account all costs, expenses and damages associated therewith.

Delivery schedule

~ Schedule: 10-15 Working Days & Delivery Term: DDP RAS AL KHAIR

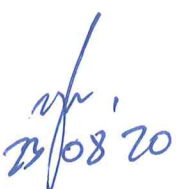
Performance

Time is of the essence in the performance of this purchase order and if the goods are not delivered or the services not provided in the manner and at the times specified in annex (b), FMSCO reserves the right without liability and in addition to its other rights and remedies to take either or both of the following actions: (a) direct expedited delivery of the goods or performance of services, with any difference in cost caused by such change paid by Seller, and/or (b) purchase substitute goods and charge Seller with any loss or additional costs FMSCO incurs. Seller will promptly advise FMSCO of any delay in performance, including notice with regard to any goods placed under backorder. Seller's performance is not deemed completed until the goods or services have been accepted by FMSCO. All goods shipped under this purchase order are to be shipped to FMSCO's facilities as per 2010 Incoterms

Payment

~ 100% Advance Payment of Total P.O Cost.

~ Invoices must contain the following information: purchase order number, part numbers, description of services, prices, extended totals and attach all supporting documentation, if any. To the extent applicable, all invoices must include any tax amounts, listed separately. Any adjustments in Seller's invoices due to late performance, rejections or other failure to comply with the requirements of this purchase order may be made by FMSCO before payment. Payment does not constitute final acceptance. FMSCO may offset against any payment hereunder any amount owed to FMSCO by Seller or its affiliates.



23/08/20

Changes

FMSCO may, by written notice to Seller make changes to any one or more of the following: (a) specifications for services or goods, (b) quantity, and (c) place and/or time of performance. For any reason, FMSCO may also direct Seller to suspend in whole or in part the provision of goods or the performance of services hereunder permanently or for such period of time as may be determined by FMSCO to be necessary or desirable. If any such change or suspension causes an increase or decrease in the cost or time required for the performance of services or provision of goods hereunder, an adjustment may be made in the price or delivery schedule, or both, and the purchase order will be modified. Any claim for adjustment by Seller will be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the notice of change.

Warranty

Seller expressly warrants that the goods or services provided under this PO will be performed in accordance with FMSCO's specifications and instructions. Seller further warrants that the goods and services will be merchantable, non-infringing, free from defects and fit and sufficient for the purpose intended. Further, the services will be performed with the highest degree of skill and judgment exercised by recognized professionals performing the same or similar services. These warranties are in addition to all other warranties, express, implied or statutory. Payment for, inspection of, or receipt of the goods or services does not constitute a waiver of any breach of foregoing warranties. In the event of any breach of the foregoing warranty, Seller will, at its own expense and at FMSCO's option either: (a) provide replacement goods satisfactory to FMSCO, (b) re-perform the nonconforming services to the satisfaction of FMSCO, or (c) refund to FMSCO the total amount paid for such goods or services. Seller will extend all warranties it receives from its suppliers to FMSCO and to FMSCO's customers.

Termination for Convenience

- FMSCO may terminate this purchase order in whole or in part at any time and without cause. Upon notice of termination, Seller will inform FMSCO of the extent to which it has completed its performance under this purchase order as of the date of the notice and collect and deliver to FMSCO any goods or Work Product.

- FMSCO will pay Seller for goods or services accepted and performed through the effective date of termination provided that FMSCO will not be obligated to pay more than the payment that would have been due had Seller completed or provided the goods or services.

- FMSCO will have no further payment obligation in connection with any termination.

Governing Law

This PO is governed by and construed in accordance with the laws of Kingdom of Saudi Arabia without regard to its conflict of law provisions. Seller agrees that the courts in Dammam will have the exclusive jurisdiction and venue over any claims arising out of or related to this PO.

Procurement Department:

[Signature]
23/08/20

Cost Control Department:

[Signature]

Finanace Department:

[Signature]

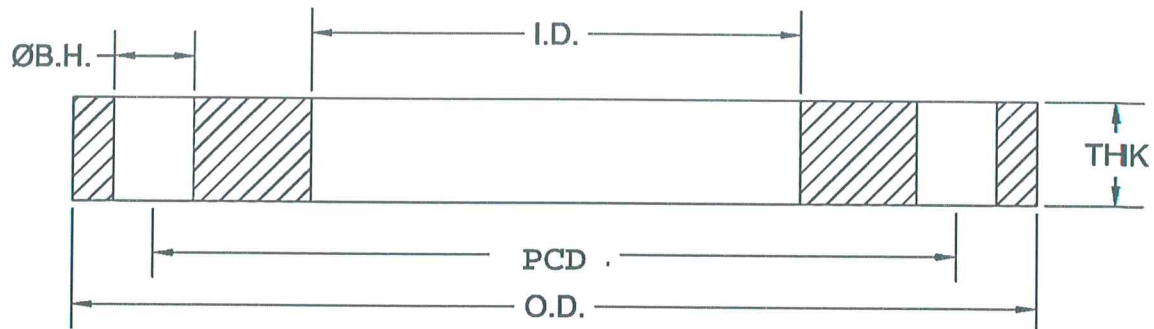
Pres/CEO Office:

Engr. Meshai Al-Shammari

Acknowledge by:


Print Name, Signature & Date Signed

OM TUBES AND FITTINGS INDUSTRIES: Slip-on Flat face flanges



API Part	O.D. mm	I.D. mm	Ø PCD mm	Ø B.H. mm	THK	No. of Holes
16" X 150#	595	410.5	539.8	28	35	16

ID shall be 425 mm..

Prepared by :	Approved by:	OM TUBES AND FITTINGS INDUSTRY.
Mr. Vinayak Bamne	Mr. Sanjay Mehta	

ATTACHMENT TO P.O.# FMGCO/P-2020/08/00070