



# Purchase Order

Version: 0

Buyer : Adnan Nizami  
 Phone : +966 13 3504801

**PO NUMBER: 4400004194**

Email : adnan.nizami@jesco.com.sa  
 Manager : Calin Terhes

The above number must appear on all related correspondence, shipping papers, and invoices.

**TO:**  
**Om Tubes and Fittings Industries**  
 or "SELLER" 10, Bordi Bunglow, Mumbai,,, 1st Panjarapole Lane, CP  
 Tank. 400004, India  
**Phone** : +919867511799  
**Fax** : 8169670750  
**Email** : sales@omtubes.com  
**Web** :  
**Code** : 200763

**Please Deliver TO:**  
**JESCO (JUBAIL ENERGY SERVICES COMPANY)**  
 or "BUYER"  
 P.O.BOX 10997, STREET No. 263  
 JUBAIL INDUSTRIAL CITY 31961  
 SAUDI ARABIA  
**Phone**: +966 13 358 1321  
**Fax** : +966 13 358 1005

By accepting this Purchase Order, SELLER agrees to furnish the Products and/or supply the Services referenced below by the Final Delivery Deadline in full accordance with the Specific P.O. Terms ("Specific Terms") and the General Terms and Conditions JSC-PUR-GT&C REV.2 ("General Terms") of this Purchase Order (collectively, the "Order"). In the case of a conflict between the Specific Terms and the General Terms, the Specific Terms shall prevail. The terms of the Order shall prevail over any inconsistent or different terms in any documents referenced below under "Description", notwithstanding that such document reference is contained in the Specific Terms.

## SPECIFIC PO TERMS

Po date	Delivery Term/Place of Delivery	Payment Terms
10-12-2020	CFR Dammam Port	30 Days Credit from the Invoice Date

Sl	Jesco Code	Mat desc	Qty	UoM	Del. Date	Unit Price	Value(USD)
1	1015058	PHOSPHOR BRONZE HOLLOW BAR OD-70XID-20MM	2	PCS	12-01-2021	270.83	541.66
		PHOSPHOR BRONZE HOLLOW BAR OD-70XID-20MM PROOF MACHINED LENGTH 600MM, TOLERANCE ON OD+1MM, TOLERANCE ON ID-1MM, TO BE SUPPLIED WITH MATERIAL TEST CERTIFICATE					
		JESCO internal info:PR 10019916 00001					
2	1015060	PHOSPHOR BRONZE SOLID ROUND OD-50X600MM	2	PCS	12-01-2021	227.50	455.00
		PHOSPHOR BRONZE SOLID ROUND OD-50X600MM LONG PROOF MACHINED, -LENGTH 600MM TO BE SUPPLIED WITH MATERIAL TEST CERTIFICATE					
		JESCO internal info:PR 10019916 00002					
3	1015059	PHOSPHOR BRONZE SOLID ROUND OD-25X500MM	2	PCS	12-01-2021	36.11	72.22
		PHOSPHOR BRONZE SOLID ROUND OD-25X500MM LONG PROOF MACHINED, -LENGTH 500MM TO BE SUPPLIED WITH MATERIAL TEST CERTIFICATE					
		JESCO internal info:PR 10019916 00003					
4	4000091	ROUND BAR DIA 30MM MATERIAL-STAINLESS ST	2	PCS	31-12-2020	108.36	216.72
		ROUND BAR DIA 30MM MATERIAL-STAINLESS STEEL AISI 420 FORGED AND TURNED TO TOLERANCE H9, LENGTH 6 MTR., HARDENED AND TEMPERED, STRAIGHTNESS- 1/2000					
		JESCO internal info:PR 10019919 00001					

S1	Jesco Code	Mat desc	Qty	UoM	Del. Date	Unit Price	Value(USD)
5	4000093		1	PCS	31-12-2020	276.28	276.28
ROUND BAR DIA 50MM MATERIAL - STAINLESS							
ROUND BAR DIA 50MM MATERIAL - STAINLESS STEEL AISI 420 FORGED AND TURNED							
TO TOLERANCE H9, LENGTH 6 MTR., HARDENED AND TEMPERED, STRAIGHTNESS-							
1/2000							
JESCO internal info:PR 10019919 00002							
<hr/>							
Freight (Value): 530.00							
<hr/>							
Amount Excl. VAT	2,091.88	VAT AMOUNT	0.00	TOTAL	2,091.88		
(TWO THOUSAND NINETY-ONE decimal EIGHTY-EIGHT United States Dollar)							
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By accepting this Purchase Order, SELLER agrees to furnish the Products and/or supply the Services referenced below by the Final Delivery Deadline in full accordance with the Specific P.O. Terms (#Specific Terms#) and the General Terms and Conditions JSC-PUR-GT&C\_01 REV.1 (#General Terms#) of this Purchase Order (collectively, the #Order#). In the case of a conflict between the Specific Terms and the General Terms, the Specific Terms shall prevail. The terms of the Order shall prevail over any inconsistent or different terms in any documents referenced below under #Description#, notwithstanding that such document reference is contained in the Specific Terms.

Partial or earlier deliveries are allowed without the express written acceptance from the side of the CLIENT. If installation, testing or commissioning services are not within SELLER#s scope, then delivery of conforming Products to the designated location shall be the basis for determining Final Delivery.

SELLER#s Contact details and Offer reference:

Salesperson Name: PARTH BRID  
 Phone Number: +91 22 6743 6963  
 Quotation Number: 82363/20-21  
 Quotation Date: 24.11.2020

Acceptance Criteria for Products, Component or Activities  
 Products or Components delivered, or Activity performed will be considered as acceptable if are in totality respecting and complying with the requirements and provisions of this Purchase Order, Release Order, Scheduling Agreement or Contract.  
 This includes also all the documents requested and agreed to be provided.

Evaluation of Vendor#s Performance (VP)  
 Your Performance will be assessed and evaluated, grounded on 4 indicators:  
 PP- Promise Performance: Measures and indicates the degree of compliance with the requirement that a product, component or activity to be delivered the indicated and agreed quantity, at the indicated and agreed Date, in the indicated and agreed Delivery Term (INCOTERMS).  
 SQI # Service Quality Index: Measures the Service/Activity degree of compliance from perspective of work planning and organization, work quality, personnel, machinery, tools and equipment, safety, hygiene and the environment.  
 GQC - Grade of Qualitative Compliance: Measures and indicates the degree of compliance with the qualitative requirements  
 BR - Bid Response: Measures and indicates the degree of compliance in

S1	Jesco Code	Mat desc	Qty	UoM	Del. Date	Unit Price	Value(USD)
responding to the bids invitations, RFQ, RFI, RFP, addressed.							

#### Final Delivery

When the Products and Services have been properly delivered and/or performed, at which time #Final Delivery# shall have occurred. Notwithstanding Final Delivery, SELLER remains obligated to comply with its warranty obligations. The final delivery date to be considered based on confirmed lead time and order acknowledgement by the Seller.

#### Delay Damages

If SELLER does not achieve Final Delivery by the Final Delivery Deadline specified above, SELLER shall pay liquidated delay damages to CLIENT for each day of delay. Such damages shall be 0.30% of the value of delayed item and quantity for each of the first 30 days of delay and 0.2% of the Contract Price for each additional day, not to exceed in the aggregate 15% of the Contract Price.

#### Warranties

SELLER warrants that all Products and Services supplied under the Agreement will (i) conform to the Specifications, comply with all applicable laws, regulations, and highest industry standards, and contain only new parts and components, (ii) be merchantable and fit for the purpose intended, (iii) comply with the performance requirements set forth in the Agreement, (iv) be free from defects in material and workmanship, and (v) be new and not used or refurbished. SELLER's warranty shall be in effect for a period of one year from Final Delivery, provided that if a Product or part of the Product is substituted or repaired, or if a Service is rectified or re-performed, a new one-year warranty period for that Product, part of the Product or Service, as applicable, shall commence when the substitution, repair or correction is complete. If during the warranty period or extended warranty period, it is determined that a Product or Service was defective, SELLER shall replace, repair or correct the same to the satisfaction of the CLIENT, and all costs of the same shall be borne by the SELLER. SELLER further warrants good title to all Products to be delivered hereunder and that the Products will be free of any liens, charges, or encumbrances of whatever kind.

#### Delivery, Shipping, Billing and Payment

Originals shipment documents will be sent to Expeditor.

Name Shirish Duggappa Sanil  
Tel. 966 13 358 1325 Ext: 240.  
Ext: 966 13 358 1132.  
E-mail: shirish.sanil@jesco.com.sa.

Payment term: 30 Days credit from the invoice date

The following documents to be present of at the Products/Services# delivery moment:

- # One Original Commercial Invoice attested by Chamber of Commerce, plus One Original Commercial Invoice with or without attested by Chamber of Commerce (Each commercial invoice should contain the unit price and pieces against each line item/material)
- # Original Certificate of Origin issued and attested by supplier Local Chamber of Commerce (Please mention the exact country name if manufactured in European Union).
- # Detailed Packing List with JESCO material code.



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# Detailed collection address with contact details of person in-charge of dispatch.

# Quality Certificate in 1 (one) original and 2 (two) copies.

# Non-negotiable Bill of Lading (B/L) in 3 (three) originals and 3 (three) copies OR 1 (one) original of Airway Bill (AWB)- if the goods will be air shipped.

# Important note: Marks of origin should be embossed/engraved or printed, or non-removable label needs to be fixed on each packages/items.

Saudi customs do not allow importing of plastics packaging nor products made of Polypropylene & polyethylene whose thickness is less than or equals to 250 micron unless certified by SASO.

Plastics packaging or products made of Polypropylene & polyethylene whose thickness is more than 250 micron should have a BIOD EGRADABLE STAMPING.

# All description should be in English language.

Please note that the Country of Origin to be mentioned for example as "European Community: Italy, Germany#.

Important note: Marks of origin should be embossed/engraved or printed or non-removable label needs to be fixed on each item/package.

#### Packing and Labeling

The Products shall be packed as follows:

SELLER shall ship the products, adequately packed, protecting the products against any damage and corrosion during handling, loading, downloading, transfer, transportation and storing. The full and proper packing of products is at SELLER#s expense.

The packages must be suitable for crane or forklift handling, depending on the weight and volume of packaged cargoes.

The SELLER is responsible for eventual losses of all kinds or damage to the equipment as consequence of bad packing or improper protection, as well as for any expenses arising from incorrect marking, shipping or consigning to the addresses other than those indicated in this P.O. or expressly requested by CLIENT in writing. The goods that have arrived rusty, damaged or worn-out, etc. shall be rejected and shall be replaced by conforming goods at the SELLER#s expense and in the shortest possible time.

For each package, the SELLER must prepare a packing list, indicating:

\$ Number of pack

\$ Quantity and the denomination of the items, according to the specification;

\$ Net/gross weight;

\$ PO number;

\$ Name and address of the CLIENT.

One copy of the packing list in a waterproof envelope shall be firmly attached to the exterior side of each case. The envelope shall be covered with a tin plate which shall be nailed or welded to the metal surface of the packing case. The other copy shall be put into a waterproof envelope and inserted into each package.

In case some packages exceed by at least one dimension the standard dimensions of the Eurocontainer 40, the SELLER must agree with the CLIENT on the dimensions of this oversized equipment prior to its manufacture in order to ensure the possibility of transporting the goods in the Kingdom of Saudi Arabia.

Therefore, for each oversized package having at least one of the above dimensions exceeding the clearance of the roads of the CLIENT#s country, the SELLER shall within 40 days after the date on which the Contract comes into force forward to the CLIENT three (3) copies of sketches to scale 1:5 in three coordinates with exact length, width and height that also show the position of the center of gravity of this package. The

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total weight including the package must be forwarded also.

The CLIENT undertakes to transmit its agreement or eventual objections concerning the sketches scaled 1:5 received from the SELLER and comprising the weight, length, width and height, including the gravity center position of the oversized packages, within no more than 15 days from their receipt from the SELLER. Beyond this term, the absence of written communication on this subject will represent the CLIENT's agreement upon the delivery of the oversized packages in question, and exonerates the SELLER from any eventual requests arising from, but not limited to, the costs of the equipment packing, operations, crate rearrangement or their return to the SELLER, as well as the costs induced by the packages re-transmission by the SELLER.

In case of oversized packages, the SELLER must enclose with the bill of lading accompanying the equipment three (3) copies of sketches with instructions for each oversized package shipped to the point of destination.

The cargoes must be clearly marked on three sides. The following text in English must be applied with indelible color to each package:

Top,

Caution,

Handle with care,

SELLER : -----,

CLIENT: JESCO,

PO No. : -----,

Country of Origin: -----,

Item in PO No ---,

Case No \_\_\_\_ / \_\_\_\_,

Gross weight --,

Net weight --,

Dimensions of case in cm (length x height x width),

#### Marking the Country of Origin

Each single piece of Products must be labeled with #Made in ----#, indicating the country of origin.

This Order shall become effective when signed by both CLIENT and SELLER in one or more counterparts, and facsimile signatures shall be deemed effective as if they were originals.

CLIENT shall not be bound by the terms and conditions (including general terms and conditions) issued by SELLER, regardless of whether (1) such terms and conditions are ordinarily used in SELLER's course of dealing; (2) such terms have been proposed prior to or after the date of this Order, and/or (3) any of such terms and conditions are standard or similar to the terms of this Order. Any additional or differing terms contained in or delivered with SELLER's acceptance of this Order, shipment of goods, invoicing or otherwise shall not apply to this Order unless stated in a document signed by CLIENT.

Future purchase orders between CLIENT and SELLER that do not have any general terms attached shall also be governed by the General Terms attached to this Order (JSC-JSC-PUR-GT&C\_01 rev.1), unless expressly excluded or replaced by other terms and conditions signed by CLIENT.

ADM

Doc. Ref. Code:	JSC-PUR-GT&C	PURCHASING GENERAL TERMS AND CONDITIONS	
Revision No:	2		
Effective date:	26-Apr-2020		

**1. Definitions**

In this Order, the following terms have the meanings indicated below, and terms defined in the specific P.O terms have the same meaning in the General Terms.

**Purchase Order (PO)** means the Order, Contract, Agreement, Specific and General Terms and Conditions, Specifications, Scope of Activities and any written amendments thereto signed by Buyer and Seller.

**Incoterms 2020** means the ICC (the International Chamber of Commerce) official rules for the interpretation of trade terms published in Sep 2019.

**Parties** means collectively, Buyer and Seller.

**Specifications** means the specifications of the Products, Components and/or Activities as described in the Specific Terms or, if no specifications are set forth, those that are described by Seller in its business literature.

**Specific P.O terms** means the terms and condition in the Purchase Order which titled as "Specific P.O terms".

**2. Entire Purchase Order**

The General Terms and the Specific Terms constitute indivisible parts of the Order. The Purchase Order represents the entire agreement of the Parties in relation to the purchase of the Products, Components and/or Activities described in the Specific P.O Terms and supersedes all prior agreements with respect thereto.

**3. Application**

The General Terms shall apply to all purchases of Products, Components and/or Activities agreed with Seller, unless expressly agreed otherwise by the Buyer in writing.

**4. Product Specifications and Scope of Activities - Quality**

All Products, & Components supplied by Seller shall comply in full with the Buyer's Specifications, and all Activities provided by Seller shall comply in full with the Buyer's Scope of Activities.

**5. Inspection, Certification and Quality Assurance Requirements**

In addition to the test and inspection obligations of Seller set forth in the Specific P.O Terms, if any, Buyer shall be entitled to inspect the Products, Components and/or Activities at any time, including without limitation, during the manufacturing or performance process and before shipment.

Without prejudice to other remedies, Seller shall reimburse Buyer the cost incurred by it in connection with the inspection and testing of defective Activities or Products, & Components including, but not limited to, remuneration, accommodation and subsistence of Buyer's representatives.

The fact that Buyer has inspected or failed to inspect the Products, Components and/or Activities shall not relieve Seller of any of its obligations (including, but not limited to, Seller's warranty obligations).

**6. Change Orders**

Buyer may at any time, by a written order given to Seller, make changes to Seller's commitments under the purchase order, including without limitation, changes in (I) the Specifications and/or the Scope of Activities; (II) the quantity of Products, & Components to be purchased; (III) the method of shipment or packing; and (IV) the delivery and performance dates and sites.

Seller cannot refuse to comply with changes requested by Buyer. If any such changes to Scope of Activities or Specifications causes a material increase or decrease in the cost of, or the time required for, Seller's performance of its obligations under the Purchase Order, an equitable adjustment shall be made in the price of the Products, Components and/or Activities the rates of the Activities or the delivery or performance schedule, but otherwise Seller shall not be entitled to any additional compensation or schedule relief as a result of any such change.

Seller shall implement the change immediately and shall not delay such implementation while waiting for resolution of any issues concerning compensation or schedule relief related to such change. Buyer shall not be required to make any equitable adjustment in favor of Seller if Seller fails to make a written request in their respect within ten (10) days from the date of receipt of the change order.

Notwithstanding the foregoing, Seller shall not be obligated to make any change that is not technically feasible, but Seller must notify Buyer within 10 days if there is a technical issue.

Any increase in Contract Price or extension of Final Delivery Deadline will be binding upon Buyer only if set forth in writing signed by the Buyer.

**7. Intellectual Property**

Seller shall indemnify and hold harmless Buyer from and against all claims, losses, damages, costs and liabilities associated with, related to, or arising out of, any actual or alleged infringement of any patent, trademark, copyright, license, intellectual property right, condition or other protected right used in the manufacture, design, delivery, use, repair or replacement of the Products or the Activities at the manufacturing facility of the Buyer in Saudi Arabia and in connection with the sale from that facility worldwide of Buyer's Products, & Components produced through the use of the Products, Components and/or Activities.

**8. Buyer's Property**

All supplies, materials, facilities tools, jigs, dies, fixtures, patterns and equipment furnished to Seller by Buyer to perform the purchase order shall be and remain the property of Buyer, and Seller shall bear the risk of loss of any damage to such property, normal wear and tear excepted. The aforementioned items shall be promptly returned to Buyer once Seller has performed the Agreement. Upon Buyer's reasonable request, Seller shall obtain and keep in force during the term of the purchase order any particular insurance coverage specified by Buyer to cover Buyer's property and Seller shall bear the cost thereof. Seller shall not copy, disassemble, reverse engineer any property of the Buyer or use it for any purpose other than the performance of this Order.

**9. No Additional Charges**

The Contract Price is the full, final and fixed compensation due to Seller for the Products, Components and/or Activities, and include, without limitation, overhead and all other direct and indirect cost and expenses incurred or to be incurred by Seller in manufacturing, producing and/or obtaining the Products, Components and/or Activities performing the Activities. Unless otherwise expressly agreed in writing by the Parties, the Contract Price shall not be subject to adjustment for any reason.

**10. Billing and payment**

Unless otherwise provided in the specific P.O terms, Buyer will pay properly submitted invoices within forty-five (45) days after its receipt of invoice. Each payment will be reduced by any applicable duties, taxes, and other charges, including withholdings required under applicable law of Saudi Arabia. Buyer shall furnish Seller an accounting of any withholdings or deductions.

Payment will not be construed as acceptance by Buyer of the conformity of the Products, & Components and/or Activities with the requirements of the Agreement, nor relieve Seller of any of its obligations (including, but not limited to, Seller's warranty obligations).

If Value Added Tax is applicable, The Seller shall comply with the requirements prescribed in the law and submit the invoice as per the law.

**11. Delivery and Performance**

For and behalf of JESCO

Name: Calin Terhes

Designation: Procurement Director  
(Authorized Signatory)



Strict compliance with the delivery and performance dates shall be of the essence of the purchase order. Delivery and performance shall not be deemed complete until Final Acceptance. Partial or late deliveries or performance shall not be permitted without prior written consent of Buyer. If Seller fails to meet the timing requirements of this Purchase Order, then in addition to its other remedies under the purchase order and otherwise, Buyer shall be entitled to suspend any payment due to Seller until complete performance of Seller's obligations.

**12. Risks and Title**

Risk of loss, destruction or damage to the Products, & Components shall pass from Seller to Buyer upon delivery in accordance with the Specific terms of the purchase order. Presence or lack of insurance shall not relieve Seller from full responsibility for the Products, & Components during the period in which Seller bears the risk of loss. Title to the Products, & Components shall pass to Buyer when the risk of loss or damage to the Products, & Components is transferred to Buyer.

**13. Suspension**

Buyer may at any time and from time to time and for any reason, upon five (5) days' prior notice to Seller suspend, in whole or in part, further performance of Seller's obligations hereunder. Any suspension notice shall specify the date of suspension and its estimated duration.

Buyer may at any time terminate the suspension by giving written notice to Seller specifying the effective date of termination, and Seller shall resume performance of its obligations pursuant to the purchase order immediately upon receipt of such notice.

No liability shall result to Buyer for suspension of the Order pursuant to this article. If Buyer suspends performance by Seller for longer than thirty (30) consecutive days, Buyer shall reimburse Seller for all reasonable direct costs incurred by Seller caused by such continuation of the suspension after such thirty (30) day period; provided, however, that the Seller must before the end of such period notify Buyer in writing of the amounts Seller will claim. Buyer may, in lieu of paying such amounts, terminate this purchase order and any pending deliveries of Products, & Components or performance of Activities in accordance with the provisions in the purchase order for termination.

No additional compensation shall be paid to Seller (including, but not limited to, loss of profit, loss of business and any indirect or consequential damages) for Buyer's suspension of Seller's performance.

**14. Failure in Performance**

In the event that there occurs a delay in delivery of the Products, & Components or performance of the Activities for which event Seller is not entitled to an extension of time, then Seller shall pay to Buyer by way of liquidated damages, not as penalty and without prejudice to other rights which Buyer may have (including, without limitation, the right to request further damages if the amounts set forth in the Specific terms are insufficient to repair Buyer's damages), and Buyer shall be entitled to deduct from any amount due or which may become due to Seller one per cent (1 %) or as specify in the Specific terms, of the price of the non-delivered Products, & Components or the rates of the non-performed Activities per day of delay.

Where Products, & Components and/or Activities are non-conforming, Seller shall at Buyer's option and immediately upon Buyer's request:

- (i) replace the Products, & Components or rectify or re-perform the Activities with conforming Products, & Components and/or Activities, as applicable, without any additional expense to Buyer;
- (ii) repair the Products or rectify or replace the Activities, without any additional expense to Buyer, or
- (iii) collect from Buyer a reduced price and/or rates or reimburse to Buyer the difference between the value of the Products, & Components and/or Activities if they had conformed and their value as delivered or performed, as applicable.

Whenever non-conforming Products, & Components are to be repaired or replaced or non-conforming Activities are to be rectified or re-performed, Seller shall bear all costs (including export / import duties) that must be incurred for the delivery of the repaired or substitute Products, & Components to Buyer and for their reinstallation at the place where Buyer intended to use them, or for the re-performance or rectification of the Activities.

Buyer will be entitled to liquidated damages in an amount of one per cent (1 %) of the price of the non-conforming Products, & Components and/or the rates of the non-conforming Activities for each day of delay between the date of notification of the non-conformity and the date on which a substitute Product is delivered or repair of Products, & Components or rectification or re-performance of the Activities is completed.

**15. Termination**

i. This Agreement shall be terminable at the option of JESCO if any of the following circumstance without prejudice to any other right:

- a. If Seller fails to deliver the Products, & Components or perform the Activities on the scheduled date set forth in the Specific P.O. Terms, and/or substitute or repair non-conforming Products, & Components or re-perform or rectify the Activities, as the case may be, Buyer may, at its sole discretion, terminate the Agreement (i) in its entirety or (ii) with respect to non-delivered and/or non-conforming Products & Components and/or Activities.

b. If the Seller abandons the contract or without reasonable cause fails provide the required, the JESCO has the right to terminate the contract. Forthwith.

ii. Buyer may, in its sole discretion, terminate this Contract for convenience with an immediate effect by giving 30 days of notice in writing at any point of time during the contractual period.

**16. Dispute resolution**

This Purchase Order, and any dispute or claim arising out of or in connection with it or its subject the parties agree to be subject to the jurisdiction of the competent court in Dammam, Saudi Arabia.

**17. Applicable law**

This contract and any dispute or claim arising out of or in connection with it or its subject shall be governed by, the laws of Kingdom of Saudi Arabia.

**18. Notice**

Any notice to be given hereunder shall be in writing and shall be served by delivering it personally or sending it by courier or registered mail or email, to the Party due to receive such notice at its address set out in purchase order or such other address as a Party may advise the other in writing otherwise the address in P.O become applicable.

**19. Confidentiality**

All technical data, standards, specifications and any information and documents furnished by the Buyer for use by the Seller, are confidential information and shall not be disclosed to a third party without Buyer written consent nor reproduced or copied in whole or in part, except as required in connection with work hereunder. The Seller nor used in conjunction with work for any other Buyer of the Seller and shall be returned upon completion of or termination of this contract.

**20. Conflict**

In the event of a conflict between the terms of this General terms and the Specific terms of the Purchase Order, the Specific terms shall control and govern.

For and behalf of Vendor

Name:

Designation: