

**THAI RAYON PUBLIC COMPANY LTD**

36 Moo 2, Ayuthaya - Angthong Highway,  
Tambol Posa, Amphur Muang Angthong,  
ANGTHONG - 14000, Thailand  
Tel: + 66-35611227-30, Fax: + 66-35611908  
Website: www.thairayon.com  
Tax no: 0107536001125 Branch: 00001

**PURCHASE ORDER**

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**Number : 9221200006****Date : 20.04.2020****Vendor Code : 2206291****OM TUBES & FITTINGS INDUSTRIES****10 Bordi Bunglow, 1st Panjarapole Lane,****CP Tank, Maharashtra, India****Mumbai 400004, India****Email : sales@omtubes.com****Phone No: + 91-22-6743-7634/6963****Fax No: + 91-22-6743 6562****Contact Person: Sanjay Mehta, Mobile + 91 9819909077**

TRC Contact Person : SUREELAK

Phone No. : +66-2-2543388 / 2536745-54(2224)

Fax No. : +66-2-6273804

With reference to our telecon(s) / correspondence(s) / discussion(s), we are pleased to place our order for the supply of the following item(s), as per agreed terms and conditions mentioned herewith.

**Currency -USD**

SNo	Mat. Code	Material Description	UOM	Quantity	Unit Price	Net Value
1	30101605AA99	BAR,RND,SS2324,270MM,90MM	NO	2.00	457.740	915.480
		ROUND BAR				
		MATERIAL : STAINLESS STEEL 2324				
		DIN 1.4460, GRADE AISI 329-2324				
		SIZE : DIAMETER : 270 MM X				
		LENGTH 90 MM				
		WITH MILL CERTIFICATE EN 10204 /				
		3.1				
		ORIGIN : OM TUBES				

**Delivery Schedule**

2.00 31.05.2020

Basic Price

457.740 915.480

**PR Number 9000037784****Grand Total - USD****915.48****Amount In Words : US DOLLAR - NINE HUNDRED FIFTEEN AND FORTY-EIGHT CENTS ONLY****Purchase Order Terms and Conditions**

INCO Terms : Ex Works / MUMBAI,INDIA INCLUDE PACKING  
Payment Terms : 100% AFT. RECEIPT & APPROVAL OF MATERIAL

**Condition Texts:**

IMPORTANT NOTE :

ALL DOCUMENTS (INCLUDING INVOICE, PACKING LIST, BILL OF LADING/AIR WAYBILL, ETC.) MUST CONTAIN  
SHIPPING MARKS AS BELOW :-

THAI RAYON PLC

THAILAND

-IN CASE OF FCL SHIPMENT : ALL PACKAGES /BALES /BOXES, ETC. IN THE FRONT ROW OF THE CONTAINER

MUST HAVE STICKER SHOWING ABOVE SHIPPING MARK

-IN CASE OF LCL SHIPMENT : EACH PACKAGES /BALES /BOXES, ETC. MUST HAVE STICKER SHOWING SHIPPING MARK

ADDRESS FOR CORRESPONDENCE :

16TH FLOOR MAHATUN PLAZA BUILDING,

888/160-1, PLOENCHIT ROAD,

LUMPINI, PATUMWAN,

BANGKOK 10330 THAILAND

TEL: +66-2-2536745-54 FAX: +66-2-6273804

ALL DOCUMENTS SHOULD BEAR OUR FOLLOWING ADDRESS :

THAI RAYON PUBLIC COMPANY LIMITED.

NO.36 MOO 2, AYUTHAYA-ANGTHONG HIGHWAY,

**THAI RAYON PUBLIC COMPANY LTD**

36 Moo 2, Ayuthaya - Angthong Highway,  
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TAMBOL POSA, AMPHUR MUANG ANGTHONG  
ANGTHONG 14000, THAILAND.

BUT SHOULD BE MAILED TO OUR FOLLOWING ADDRESS :

THAI RAYON PUBLIC CO.,LTD.  
16TH FLOOR MAHATUN PLAZA BUILDING,  
888/160-1, PLOENCHIT ROAD,  
LUMPINI, PATUMWAN,  
BANGKOK 10330 THAILAND

COPY OF SHIPPING DOCUMENTS :

SHIPPING DOCUMENTS NAMELY INVOICE, PACKING LIST, B/L OR AWB WILL BE FAXED TO OUR FAX NO.  
66-2-627-3804 OR SCAN & E-MAILED TO US WITHIN 1-3 DAY AFTER SHIPMENT DATE.

PACKING :

IN AIR/SEAWORTHY PACKING, AS PER INCOTERMS 2010, SUITABLE FOR THE

SHIPPING MARKS:

THAI RAYON PLC  
THAILAND

WARRANTY :

YOU UNDERTAKE TO WARRANT THE COMPLETE EQUIPMENT BEING SUPPLIED AGAINST ALL DEFECTS OF DESIGN,  
QUALITY OF MATERIAL AND WORKMANSHIP FOR A PERIOD MENTIONED ELSEWHERE IN THIS PURCHASE ORDER FROM  
THE DATE OF DESPATCH. YOU UNDERTAKE TO ARRANGE REPLACEMENT/REPAIR, AT NO EXTRA COST TO US IN CASE  
ANY DEFECT(S) / DAMAGE IS OBSERVED DURING THE PERIOD OF WARRANTY.

WARRANTY FROM THE DATE OF DISPATCH :

FREIGHT :

YOU WILL NEGOTIATE THE BEST FREIGHT RATES ON OUR BEHALF AND INFORM US AT LEAST 2 WEEKS AFTER  
ORDERED DATE/BEFORE THE PROPOSED DATE OF SHIPMENT, ALONGWITH SHIPPING WEIGHT AND VOLUME.  
WE MAY, EITHER ASK YOU TO PROCEED WITH SHIPMENT ON FREIGHT COLLECT BASIS, OR APPOINT OUR FREIGHT  
FORWARDER TO HANDLE THE SHIPMENT ON FOB BASIS.

INSURANCE :

INSURANCE WILL BE ARRANGED BY THE BUYER AT ITS COST. YOU MUST FAX ALL RELEVANT PARTICULARS  
LIKE INVOICE NO., DATE OF B/L (OR AWB) VESSEL (OR FLIGHT) DETAILS, DESCRIPTION OF GOODS, VALUE OF GOODS  
AND ALL RELEVANT DETAILS IMMEDIATELY AFTER DESPATCH TO ENABLE US TO COVER INSURANCE.

PENALTY CONDITION :

A PENALTY @1% OF ORDER VALUE DELAYED PER WEEK OR PART THEREOF, SUBJECT TO A MAXIMUM OF 5% OF  
THE VALUE OF GOODS DELAYED, WILL BE DEDUCTED FROM THE AMOUNT PAYABLE, IN CASE OF LATE  
DELIVERY BEYOND A GRACE PERIOD OF +/- 15 DAY FROM THE SPECIFIED DATE. THIS AMOUNT WILL BE  
DEDUCTIBLE FROM THE AMOUNT PAYABLE TO YOU. THIS PENALTY SHALL NOT BE REDUCED OR WAIVED IN CASE  
OF ANY DELAY CAUSED BY YOU FOR ANY REASON WHATSOEVER. IN CASE THE DELAY IS BEYOND 8 WEEKS  
FROM SCHEDULED DATE OF SHIPMENT, WE RESERVE RIGHT TO CANCEL THE ORDER SOLELY AT OUR OPTION

ORIGINAL SHIPPING DOCUMENT :

ORIGINAL SHIPPING DOCUMENT SHALL BE COURIER TO OUR OFFICE AS FOLLOWING

ADDRESS URGENTLY;

THAI RAYON PUBLIC CO.,LTD.  
16TH FLOOR MAHATUN PLAZA BUILDING,  
888/160-1, PLOENCHIT ROAD, LUMPINI, PATUMWAN,  
BANGKOK 10330 THAILAND

Order Condition :

1. Shipper will submit Mill Test Certificate of material.

2. After receiving material at our site, we will check this material with our PMI tester and if composition of material not match with  
ORDERED MATERIAL, M/s OM TUBES & FITTINGS INDUSTRIES accept our reject material.

IMPORTANT : FOR INVOICE

1 PLEASE MENTION YOUR FULL BANKER DETAILS ON INVOICE.

2 PLEASE MENTION FULL COMPANY NAME "THAI RAYON PUBLIC COMPANY LIMITED" ON ALL SHIPPING DOCUMENTS.

3 THE ABOVE PRICES ARE FIRM / FIXED, NO FLUCTUATION ACCEPTABLE ON ACCOUNT OF LME METAL RATES AND EXCHANGE  
RATES.

\*\*\* EXPORT PACKING :-

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Export Packing must be strong to avoid any damage of material, if we receive material in damage condition, you have to supply Free replacement to us on DDP basis term or we will deduct actual damage costs from you

**SHIPMENT :**

ETD DATE FROM EX-WORK MUMBAI, INDIA : 31.5.2020 THRU OUR FORWARDER ONLY

PENALTY CHARGES OF LATE DELIVERY WILL BE STRAT FROM DTD. 15.6.2020 ( 31.5.2020 + GRACE PERIOD OF 15 DAYS )

1 SET OF COPY SHIPPING DOCUMENT SHALL BE SENT TO US IMMEDIATELY WITHIN 3 DAYS AFTER SHIPMENT DATE THRU OUR E-MAIL ID : sureelak.p@adityabirla.com

**PAYMENT:-**

100% PAYMENT WILL BE PAID BY TELEGRAPHIC TRANSFER, ONLY AFTER RECEIPT ORIGINAL SHIPPING DOCUMENTS AND APPROVAL INSPECTED OF MATERIALS :-

- INVOICE
- PACKING LIST
- LETTER OF RECEIPT MATERIAL FROM FORWARDER
- MILL TEST CERTIFICATE EN10204 / 3.1 B

PURCHASE ORDER CREATED BY: SUREELAK POKAPRAKORN

ELECTRONICALLY APPROVED BY:

NIORN S.

Authorised Signatory

Authorised Signatory

WE CONFIRM AND ACCEPT THE ABOVE.  
(SUPPLIER TO SIGN, AFFIX COMPANY SEAL AND FAX/MAIL BACK TO US) \_\_\_\_\_

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**Number : 9221200006****Date : 20.04.2020****STANDARD TERMS AND CONDITIONS**

- 1) Please send us your order acceptance immediately upon receipt of this purchase order.
- 2) Prices as mentioned in the order shall remain firm unless otherwise agreed by us in writing.
- 3) TRC shall bear all the bank charges within Thailand. All other bank charges including correspondent bank charges outside of Thailand shall be to the account of vendor.
- 4) Timely delivery is the essence of awarding this order. This order will be subject to cancellation at our option, if delivery is not effected within the time stipulated in this order unless it is mutually agreed otherwise. The consignment should be consigned in the name of Thai Rayon Public Co., Ltd Bangkok and not to "SELF". If any demurrage due to reasons attributed to vendor, charges shall be borne by the vendor.
- 5)
  - (a) You shall take proper care while packing and ensure air / sea-worthy packing as per international standards for export purpose of such material. You shall provide such packing of material as is required to prevent their damage, performance, life or deterioration etc. During transit to their final destination as indicated in the order. The packing shall be sufficient to withstand rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, wherever appropriate, the remoteness of the final destination of pump and the absence of heavy handling facilities at all points in transit.
  - (b) Each package should bear the shipping marks in bold letters in non-washable black color on at least two sides of package as under :

Thai Rayon Public Co., Ltd  
BANGKOK  
Invoice No. : .....  
Invoice Date : .....
  - (c) Each package should exhibit the following in non-washable black print,
    - (i) Serial number of package
    - (ii) Gross and net weight
    - (iii) Overall dimensions of packageAll the above details should correspond to the details given in the packing list/invoice.
  - (d) You should take special care to pack and properly label all fragile equipment with the marking "FRAGILE - HANDLE WITH CARE" to protect them from damage in transit.
  - (e) All the materials on order should bear a fixed label showing clearly the manufacturer's name, brand and country of origin.
- 6) In case of the ordered materials / equipments are dispatched through a forwarder other than our authorized forwarder, the difference in freight charges will be debited to your account.
- 7) The material / equipment supplied will be subject to our approval and inspection and the quantity as ascertained at our stores will only be accepted.
- 8) Should the materials received not conform with the specifications mentioned in the order or received in damaged condition or otherwise not satisfactory owing to any reason, it will be rejected. Our discretion for acceptance or rejection of the material will be final and binding on you.
- 9) You undertake that the materials being supplied by you are brand new and free from any defects in design, materials or workmanship.

You also agree to repair / replace free of any charge to us any material found defective, if any, within a period of 12 months from the date of receipt of materials at our factory.
- 10) All taxes, fees, charges or assignments of any nature in connection with this order levied or payable outside Thailand shall be borne and paid by you. Any such taxes, fees, charges or assignments of any nature in connection with this order levied or occurring in Thailand, except your income tax liability in Thailand, shall be borne and paid by us.
- 11) Under the existing rules and regulations of Government of Thailand for import of material, kindly ensure the following :
  - (a) The vendor must mention the following in the invoice :
    - (i) Quantity of material
    - (ii) Kinds & description of material
    - (iii) Prices of material
  - (b) The shipping marks must include the following :
    - (i) Name of consignee

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(ii) Invoice no.

(iii) Date of invoice

Any violation of this regulation shall make the importer liable to legal sanctions. You are therefore requested to ensure compliance of these statutory requirements.

- 12) This contract shall be governed by the laws prevailing in Thailand.  
Any dispute relating to the order, which cannot be resolved amicably by discussions between the parties, shall be referred for arbitration to the International Chamber of Commerce (ICC) and shall be settled in accordance with the rules of conciliation and arbitration of ICC. The arbitration shall be held at Zurich, Switzerland and the proceedings of the same will be conducted in english language. Neither party shall be entitled to suspend performance of the contract merely by reference of a dispute to arbitration.
- 13) The vendor has read and understood the "ABG VALUES" as attached and hereby agrees that, the vendor and all his employees, who are required to perform duties under this contract/order including but not limited to the duties of negotiation and management shall also abide by them.  
Vendor also agrees to report any non compliance of the said values, particularly "integrity" by either the employees of the vendor or TRC who are engaged in the performance of this contract to the management of TRC, in writing, within 7 days of the occurrence of any such incidence.

**ABG VALUES**

1. Integrity - Honesty in Every Action  
At ABG, Integrity is defined as:  
Acting and taking decisions in a manner that they are fair, honest, following the highest standards of professionalism, and are also perceived to be fair, honest and professional.  
Integrity for us means not only financial and intellectual integrity, but in all other forms as are commonly understood.
2. Commitment - Deliver on the Promise  
At ABG, we define Commitment as:  
On the foundation of Integrity, do whatever it takes to deliver value to all stakeholders. In the process, take ownership for our own actions and decisions, those of our team and that part of the organization that we are responsible for.
3. Passion - Energized Action  
At ABG, we define Passion as:  
A missionary zeal arising out of emotional engagement with the organization that makes work joyful and inspires each one to give his or her best. Relentless pursuit of goals and objectives with the highest level of energy and enthusiasm, that is voluntary and spontaneous.
4. Seamlessness - Boundary less in Letter and Spirit  
At ABG, we define Seamlessness as:  
Thinking and working together across functional silos, hierarchies, businesses and geographies.  
Leveraging the available diversity to garner synergy benefits and promote oneness, through sharing and collaborative efforts.
5. Speed - One Step Ahead, Always  
At ABG, we define Speed as:  
Responding to internal and external customers with a sense of urgency. Continuously seeking to crash timelines and choosing the right rhythm to optimize organization efficiencies. Response time, Timelines, Agile, Accelerated, Nimble, Prompt, Proactive, and Decisive are some words and phrases that stand for Speed.