

Document No. : PM-PR-001-001

PURCHASE ORDER

Vendor Quotation Ref : Email

Purchase Order Title : Supply of Fittings

PO No. 17634

Date: 25-Jul-2020

PLANT

WHSE

BUYER

REV

AEC-AUH

MACH

L1867

000

VENDOR

OM TUBES & FITTINGS INDUSTRIE
Business SHOP 10, BORDI BUNGLOW
1st PANJARAPOLE LANE, GIRGAON
MUMBAI CITY
India

Tel :

Fax :

Attn : Mr.Sanjay Mehta

TRN NO :

SCOPE OF PURCHASE

Purchase Order Title : Supply of Fittings

Correspondence Address : Automech Steel Industries L.L.C, P.O. Box 13060,
Plot No: 69HR13, ICAD-2, Musaffah ,, Abu Dhabi, UAE. Tel: +97125515115 Fax: +97125515116

Approval:

Checked By: Aneesh Sukumar

Date: 25-Jul-2020

Approved By: P George

Date: 27-Jul-2020

Acknowledgement:

For Vendor:

Date:

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SCHEDULE OF PRICES

SI No	DESCRIPTION	JOB	DUE DATE	QTY	UNIT	UNIT PRICE	VAT RATE%	EX.VAT.TOTAL
1	CS Red. Flange Slip-On RF ASTM A105N 150# 4"x 2" with full size hub	11748	08-Aug-2020	4.00	Each	19.58	RCM	78.32
2	CS Red. Flange Slip-On RF ASTM A105N 300# 2"x 1" 2" with full size hub	11748	08-Aug-2020	4.00	Each	6.12	RCM	24.48
3	Courier Charges - DDU to Automech Steel Industries Abu Dhabi	11748	08-Aug-2020	1.00	Each	120.00	Out Of Scope	120.00

Sub Total : 222.80

Discount : 22.80

VAT : 0.00

Net Total (USD) : 200.00

USD Two Hundred Only

- DELIVERY AND COMPLETION DATES**

DDU-Automech Abu Dhabi
2-3 Weeks

- PAYMENT CONDITIONS**


TT against delivery

- SPECIAL INSTRUCTIONS TO VENDOR**

MTC Should be 3.1
Carbon Content less than 0.23%
Flanges are Normalized, fully killed with fine grain practice

- DOCUMENTS REQUIRED**

- . Original commercial invoice with company stamp and signature - Three sets
- . Original packing list with company stamp and signature - Three sets
- . Original Air way bill – Two sets

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PURCHASE ORDER TERMS AND CONDITIONS

1. SERVICES & DELIVERABLES. Seller agrees to provide the services and/or goods, described in any purchase order, in accordance with these Terms and Conditions. Upon acceptance of a purchase order, shipment of Goods or commencement of a Service, Seller shall be bound by the provisions of this Agreement, including all provisions set forth on the face of any applicable purchase order, whether Seller acknowledges or otherwise signs this Agreement or the purchase order, unless Seller objects to such terms in writing prior to shipping Goods or commencing Services.

This writing does not constitute a firm offer, and may be revoked at any time prior to acceptance. This Agreement may not be added to, modified, superseded, or otherwise altered, except by writing signed by an authorized Automech representative. Any terms or conditions contained in any acknowledgment, invoice, or other communication of Seller, which are inconsistent with the terms and conditions herein, are hereby rejected. To the extent that this Agreement might be treated as an acceptance of Seller's prior offer, such acceptance is expressly made on condition of assent by Seller to the terms hereof and shipment of the Goods or beginning performance of any Services by Seller shall constitute such assent. Automech hereby reserves the right to reschedule any delivery or cancel any purchase order issued at any time prior to shipment of the Goods or prior to commencement of any Services. Automech shall not be subject to any charges or other fees as a result of such cancellation.

2. DELIVERY. Time is of the essence. Delivery of Goods and Services shall be made pursuant to the schedule, via the carrier, and to the place specified on the face of the applicable purchase order. If no delivery schedule is specified, the order shall be filled promptly and delivery will be made by the most expeditious form of land transportation. If no method of shipment is specified in the purchase order, Seller shall use the least expensive carrier. In the event Seller fails to deliver the Goods or Services within the time specified, Automech may, at its option, decline to accept performance and terminate the Agreement or may demand its allocable fair share of Seller's available Goods and terminate the balance of the Agreement. Seller shall package all items in suitable containers to permit safe transportation and handling. Each delivered container must be labeled and marked to identify contents without opening and all boxes and packages must contain packing sheets listing contents. Automech's purchase order number must appear on all shipping containers, packing sheets, delivery tickets, and bills of lading.

3. IDENTIFICATION, RISK OF LOSS, & DESTRUCTION OF GOODS. Seller assumes all risk of loss until receipt by Automech. Title to Goods shall pass to Automech upon receipt by it of the Goods at the designated destination. If the Goods ordered are destroyed prior to title passing to Automech, Automech may at its option cancel the Agreement or require delivery of substitute Goods of equal quantity and quality. Such delivery will be made as soon as commercially practicable. If loss of Goods is partial, Automech shall have the right to require delivery of the Goods not destroyed.

4. PAYMENT. As full consideration for the performance of the Services, delivery of the Goods and the assignment of rights to Automech as provided herein, Automech shall pay Seller (i) the amount agreed upon and specified in the applicable purchase order, or (ii) Seller's quoted price on date of shipment (for Goods), or the date Services were started (for Services), whichever is lower. Each invoice submitted by Seller must be provided to Automech within thirty (30) days of completion of the Services or delivery of Goods and must reference the applicable purchase order, and Automech reserves the right to return all incorrect invoices.

5. WARRANTIES.

5.1 Services: Seller represents and warrants that all Services shall be completed in a professional, workmanlike manner, with the degree of skill and care that is required by current, good, and sound professional procedures. Further, Seller represents and warrants that the Services shall be completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Agreement. Seller represents and warrants that the performance of Services under this Agreement will not conflict with, or be prohibited in any way by, any other agreement or statutory restriction to which Seller is bound.


5.2 Goods: Seller warrants that all Goods provided will be new and will not be used or refurbished. Seller warrants that all Goods delivered shall be free from defects in materials. All warranties shall be construed as conditions as well as warranties and shall not be exclusive. Seller shall furnish to Automech Seller's standard warranty and service guaranty applicable to the Goods. All warranties and Service guaranties shall run both to Automech and to its customers. If Automech identifies a warranty problem with the Goods during the warranty period, Automech will promptly notify Seller of such problems and will return the Goods to Seller, at Seller's expense. Within five (5) business days of receipt of the returned Goods, Seller shall, at Automech's option, either repair or replace such Goods, or credit Automech's account for the same. Replacement and repaired Goods shall be warranted for the remainder of the warranty period or six (6) months, whichever is longer.

6. INSPECTION. Automech shall have a reasonable time after receipt of Goods or Service deliverables and before payment to inspect them for conformity hereto, and performance hereunder shall not be deemed accepted until Automech has run an adequate test to determine whether the Goods and Services conform to the specifications hereof. Use of a portion of the Goods for the purpose of testing shall not constitute an acceptance of the Goods. If performance tendered does not wholly conform with the provisions hereof, Automech shall have the right to reject such performance. Nonconforming Goods will be returned to Seller freight collect and risk of loss will pass to Seller upon Automech's delivery to the common carrier.

7. INDEPENDENT CONTRACTOR. Automech is interested only in the results obtained under this Agreement; the manner and means of achieving the results are subject to Seller's sole control. Seller is an independent contractor for all purposes, without express or implied authority to bind Automech by contract or otherwise. Neither Seller nor its employees, agents or subcontractors ("Seller's Assistants") are agents or employees of Automech, and therefore are not entitled to any employee benefits of Automech, including but not limited to, any type of insurance. Seller shall be responsible for all costs and expenses incident to performing its obligations under this Agreement and shall provide Seller's own supplies and equipment.

8. INSURANCE. Seller shall be solely responsible for maintaining and requiring Seller's Assistants to maintain such adequate health, auto, workers' compensation, unemployment compensation, disability, liability, and other insurance, as is required by law or as is the common practice in Seller's and Seller's

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		Automech Steel Industries L.L.C P.O. Box 13060, Abu Dhabi, UAE. Tel: +97125515115 Fax: +97125515116 TRN No : 100031065400003	
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Assistants' trades or businesses, whichever affords greater coverage. Upon request, Seller shall provide Automech with certificates of insurance or evidence of coverage before commencing performance under this Agreement. Seller shall provide adequate coverage for any Automech property under the care, custody or, control of Seller or Seller's Assistants.

9. INDEMNITY. Seller shall indemnify, hold harmless, and at Automech's request, defend Automech, its directors, customers, agents and employees, against all claims, liabilities, damages, losses, and expenses, including attorneys' fees and cost of suit arising out of or in any way connected with the Goods or Services provided under this Agreement, including, without limitation, (i) any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment and any associated clean up costs, (ii) Seller failing to satisfy the Internal Revenue Service's guidelines for an independent contractor, (iii) any claim based on the negligence, omissions, or willful misconduct of Seller or any Seller's Assistants, and (iv) any claim by a third party against Automech alleging that the Goods or Services, the results of such Services, or any other products or processes provided under this Agreement, infringe a patent, copyright, trademark, trade secret, or other proprietary right of a third party, whether such are provided alone or in combination with other products, software, or processes. Seller shall not settle any such suit or claim without Automech's prior written approval. Seller agrees to pay or reimburse all costs that may be incurred by Automech in enforcing this indemnity, including attorneys' fees. Should Automech's use, or use by its distributors, subcontractors, or customers, of any Goods or Services purchased from Seller be enjoined, be threatened by injunction, or be the subject of any legal proceeding, Seller shall, at its sole cost and expense, either (a) substitute fully equivalent non-infringing Goods or Services; (b) modify the Goods or Services so that they no longer infringe but remain fully equivalent in functionality; (c) obtain for Automech, its distributors, subcontractors, or customers the right to continue using the Goods or Services; or (d) if none of the foregoing is possible, refund all amounts paid for the infringing Goods or Services.

10. CONFIDENTIALITY. Seller will acquire knowledge of Automech Confidential Information (as defined below) in connection with its performance hereunder and agrees to keep such Automech's Confidential Information in confidence during and following termination or expiration of this Agreement. "Automech Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product (as defined herein), and other material or information considered proprietary by Automech relating to the current or anticipated business or affairs of Automech which is disclosed directly or indirectly to Seller. In addition, Automech Confidential Information means any third party's proprietary or confidential information disclosed to Seller in the course of providing Services or Goods to Automech. Automech Confidential Information does not include any information (i) which Seller lawfully knew without restriction on disclosure before Automech disclosed it to Seller, (ii) which is now or becomes publicly known through no wrongful act or failure to act of Seller, (iii) which Seller developed independently without use of the Automech Confidential Information, as evidenced by appropriate documentation, or (iv) which is hereafter lawfully furnished to Seller by a third party as a matter of right and without restriction on disclosure. In addition, Seller may disclose Confidential Information, which is required to be disclosed pursuant to a requirement of a government agency or law so long as Seller provides prompt notice to Automech of such requirement prior to disclosure. Seller further agrees not to use the Automech Confidential Information except in the course of performing hereunder and will not use such Automech Confidential Information for its own benefit or for the benefit of any third party. The mingling of the Automech Confidential Information with information of Seller shall not affect the confidential nature or ownership of the same as stated hereunder. Seller agrees not to design or manufacture any products which incorporate Automech Confidential Information. All Automech Confidential Information is and shall remain the property of Automech. Upon Automech's written request or the termination of this Agreement, Seller shall return, transfer, or assign to Automech all Automech's Confidential Information, including all Work Product, as defined herein, and all copies thereof.

11. OWNERSHIP OF WORK PRODUCT. For purposes of this Agreement, "Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, Service deliverables, inventions, products, computer programs, procedures, improvements, developments, drawings, notes, documents, information and materials made, conceived, or developed by Seller, alone or with others, which result from or relate to the Services performed hereunder. All Work Product shall at all times be and remain the sole and exclusive property of Automech. Seller hereby agrees to irrevocably assign and transfer to Automech and does hereby assign and transfer to Automech all of its worldwide right, title, and interest in and to the Work Product including all associated intellectual property rights. Automech will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name, or to follow any other procedure that Automech deems appropriate. Seller agrees: (a) to disclose promptly in writing to Automech all Work Product in its possession; (b) to assist Automech in every reasonable way, at Automech's expense, to secure, perfect, register, apply for, maintain, and defend for Automech's benefit all copyrights, patent rights, mask work rights, trade secret rights, and all other proprietary rights or statutory protections in and to the Work Product in Automech's name as it deems appropriate; (c) to otherwise treat all Work Product as Automech Confidential Information as described above and (d) to return all scrap material obtained from Automech supplied materials within a maximum period of 30 days from completion of work.

12. NONINTERFERENCE WITH BUSINESS. During and for a period of two years immediately after the termination or expiration of this Agreement, Seller agrees not to unlawfully interfere with the business of Automech in any manner, and further agrees not to solicit or induce any employee or independent contractor to terminate or breach an employment, contractual, or other relationship with Automech.

13. TERMINATION. Automech may terminate this Agreement upon written notice to Seller if Seller fails to perform or otherwise breaches this Agreement, files a petition in bankruptcy, becomes insolvent, or dissolves. In the event of such termination, Automech shall pay Seller for the portion of the Services satisfactorily performed and those conforming Goods delivered to Automech through the date of termination, less appropriate offsets, including any additional costs to be incurred by Automech in completing the Services.

14. REMEDIES. If Seller breaches this Agreement, Automech shall have all remedies available by law and at equity. For the purchase of Goods, Seller's sole remedy in the event of breach of this Agreement by Automech shall be the right to recover damages in the amount equal to the difference between market price at the time of breach and the purchase price specified in the Agreement. No alternate method of measuring damages shall apply to this transaction. Seller shall have no right to resell Goods for Automech's account in the event of wrongful rejection, revocation of acceptance, failure to make payment or repudiation by Automech and any resale so made shall be for the account of Seller.

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15. FORCE MAJEURE. Automech shall not be liable for any failure to perform including failure to (i) accept performance of Services or, (ii) take delivery of the Goods as provided caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment, or transportation. In the event Automech is so excused, either party may terminate the Agreement and Automech shall at its expense and risk, return any Goods received to the place of shipment.

16. SEVERABILITY. If any provision of this Agreement shall be deemed to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. LIMITATION OF LIABILITY. In no event shall Automech be liable to seller or seller's assistants, or any third party for any incidental, indirect, special, or consequential damages arising out of, or in connection with, this agreement, whether or not Automech was advised of the possibility of such damage, and whether or not there is a failure of any agreed remedy.

18. ASSIGNMENT; WAIVER. Seller may not assign this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of Automech. Any assignment or transfer without such written consent shall be null and void. A waiver of any default hereunder or of any term or condition of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

19. NONEXCLUSIVE AGREEMENT. This is not an exclusive agreement. Automech is free to engage others to perform Services or provide Goods the same as or similar to Seller's. Seller is free to, and is encouraged to, advertise, offer, and provide Seller's Services and/or Goods to others; provided however, that Seller does not breach this Agreement.

20. NOTICES. Except for Purchase Orders which may be sent by local mail, facsimile transmission, or electronically transmitted, all notices, and other communications hereunder shall be in writing, and shall be addressed to Seller or to an authorized Automech representative, and shall be considered given when (a) delivered personally, (b) sent by confirmed telex or facsimile, (c) sent by commercial overnight courier with written verification receipt, or (d) three (3) days after having been sent, postage prepaid, by first class or certified mail.

21. SURVIVAL OF OBLIGATIONS. Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

22. GOVERNING LAW. This Agreement shall be construed in accordance with and disputes shall be governed by the laws of United Arab Emirates, excluding its conflict of law rules.

23. Taxes. Unless otherwise mentioned in this purchase order, the purchase order pricing shall be considered to include any applicable taxes. Any taxes that are not explicitly mentioned in this purchase order shall be paid by the vendor.

24. COMPLIANCE WITH LAWS.

24.1 General: Seller shall comply fully with all applicable federal, state, and local laws in the performance of this Agreement including, but not limited to, all applicable employment, tax, export control, and environmental laws.

24.2 Hazardous Materials: If Goods include hazardous materials, Seller represents and warrants that Seller understands the nature of any hazards associated with the manufacture, handling, and transportation of such hazardous materials

24.3 Customs: Upon Automech's request, Seller will promptly provide Automech with a statement of origin for all Goods and United Arab Emirates Customs documentation for Goods wholly or partially manufactured outside of the United Arab Emirates.

25. INJUNCTIVE RELIEF. Seller acknowledges and agrees that the obligations and promises of Seller under this Agreement are of a unique, intellectual nature giving them particular value. Seller's breach of any of the promises contained in this Agreement will result in irreparable and continuing damage to Automech for which there will be no adequate remedy at law and, in the event of such breach, Automech will be entitled to seek injunctive relief, or a decree of specific performance.

26. ENTIRE AGREEMENT; MODIFICATION. This Agreement is the complete, final, and exclusive statement of the terms of the agreement between the parties and supersedes any and all other prior and contemporaneous negotiations and agreements, whether oral or written, between them relating to the subject matter hereof. This Agreement may not be varied, modified, altered, or amended except in writing, including a purchase order or a change order issued by Automech, signed by the parties. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any acknowledgment or other document submitted by Seller. Notwithstanding the foregoing, this Agreement will not supersede or take the place of any written agreement which is signed by both parties and covers the same subject matter as this Agreement or its related purchase orders.