

PURCHASE ORDER

PRORITES EQUIPMENTS PRIVATE LIMITED Gat No.-83, Jyotibanagar, Talawade, Pune, Maharashtra, India, 411062	PO Ref.: IPL/PO/503055 PO Date: 09.08.2022
Kind Attn.: Mr. Bhavin Gole Phone (+91) 7284912930 Email: sales@prorites.com	This Purchase Order No. must appear on all correspondence and dispatch documents

Subject: Supply of Spares - Chemical dosing system for Indorama Eleme Petrochemicals Ltd**Reference:** Seller's quotation Ref. No.: Email dated: 09.08.2022

Buyer Ref. 1014189 Dated 25.07.2022.

With reference to above, subsequent correspondence and discussions, we on behalf of the **Indorama Eleme Petrochemicals Limited, (IPL)**, (hereinafter referred to "Buyer" or "Purchaser") are pleased to place the Purchase order (PO) on **PRORITES EQUIPMENTS PRIVATE LIMITED** (hereinafter referred to as "Seller" or "Supplier") for supply of **Spares - Chemical dosing system** ("Spares or "Goods") for Indorama Eleme Petrochemicals Limited as per terms and conditions mentioned hereunder:

1.0 SCOPE OF SUPPLY

- 1.1 The scope of supply as covered under this purchase order comprises of supply **Spares - Chemical dosing system** as per details / technical specification given in Annexure-I (**Price Schedule and Specifications**).
- 1.2 This order is for supply on CPT Lagos International Nigeria and confirming to technical specifications provided in material requisition / enquiry, various communications with Buyer's technical team.

2.0 PRICE

- 2.1 Buyer agrees to pay a total amount of **USD 3,062.00** (USD Three Thousand Sixty-Two Only), (the "**CPT-Price**") on CPT- Lagos International Airport, Nigeria as per Incoterms 2020 and its latest edition. The Price is inclusive of export worthy packing. The Price comprise of FCA-Price as USD 2,112.00 and Air freight charges are USD 950.00
- 2.2 The above price shall remain firm and final till the complete execution of this order and no escalation/variation of whatsoever nature shall be allowed.

3.0 CURRENCY

The currency of this Order shall be USD. The symbol \$ and USD means lawful currency of United State of America.

4.0 QUALITY ASSURANCE AND TECHNICAL NOTES

- 4.1 The supplies shall confirm the technical specifications mentioned in Annexure-1 and approved documents.
- 4.2 Seller shall provide all relevant details such as part number, code number, position no.

4.3 All supply must confirm to the specification of Purchase order annexure-1.

5.0 PACKING

- 5.1 Package: Standard Airworthy export package.
- 5.2 You will take proper care while packing and ensure Airworthy packing as per international standards for export purpose.
- 5.3 All the materials under this order should bear a sticker and / or appropriate marking showing clearly the manufacturer's name, Part no. Model no. Item description, Qty. and country of origin, date of manufacturing and expiry date. Marking will be as per manufacturer's standard.
- 5.4 All the materials under this order shall be labeled / marked in ENGLISH in addition to any other language of transaction.

6.0 TERMS OF PAYMENT

- 6.1 The Hundred percent (100%) advance prior to dispatch upon submission of photographs and valid TC. Please mention complete Bank details while forwarding the Invoice. Upon order acceptance & submission of Proforma Invoice for opening of Form-M

7.0 INVOICES

- 7.1 Material is to be Invoiced and consigned to:

Indorama Eleme Petrochemicals Limited
Indorama Complex
East West Expressway
Eleme, Port Harcourt
Rivers State, Nigeria

8.0 TERMS OF SHIPMENT:

CPT- Lagos International Airport, Nigeria (Incoterms 2020 and its latest edition)

9.0 DELIVERY SCHEDULE

- 9.1 The material is to be shipped to Lagos International Airport Nigeria
- 9.2 Seller shall arrange shipment within 9-10 weeks from the date of receipt of this Purchase Order.
- 9.3 Seller shall do the shipment in one lot.

10.0 COUNTRY OF ORIGIN: India

11.0 PORT OF SHIPMENT: Any Airport in India

12.0 INSURANCE

- 12.1 Transit Insurance will be covered by the Buyer.
- 12.2 As the Transit insurance is to be covered by the Buyer, Seller shall inform the Buyer through email the following particulars prior to shipment in order to cover marine insurance.
- (a) Description of Goods
 - (b) Port of Shipment
 - (c) Name of carrying steamer /vessels
 - (d) Expected date of shipment
 - (e) No. of cases
 - (f) Gross and net weight of consignment
 - (g) Total amount of Goods being shipped

13.0 DOCUMENTATION

- 13.1 The Seller shall provide the documentation as listed hereunder. Until such documentation is fully complied with, the purchase order shall not be considered complete.
- 13.2 The Seller shall submit following important documents with shipment:

Signed Commercial Invoice	Two Original + One Copies
Air Waybill (AWB)	Full set
Packing list	Two Original + One Copies
Manufacturer Certificate of Origin	Two Original + One Copies
Certificate Of Origin (COO) must show the form 'M' no, description of goods, Port of destination in Nigeria, Port of loading, Country(ies) of origin(s), country of supply, Date of shipment ,AWB NO	Two Original + One Copies

- 13.3 Seller shall dispatch goods only after receipt of "Form M" details from Buyer. The Form "Form M" is to be mentioned on all the shipping documents.
- 13.4 Buyer shall arrange Form M after receipt of Pro-forma Invoice from Seller. Seller shall send the Pro-forma invoice as per format provided by Buyer.

14.0 TAXES & DUTIES

- 14.1 All taxes, fees, charges or assignments of any nature in connection with this order levied or payable within Supplier Country shall be borne by Seller.
- 14.2 All taxes, fees, charges or assignments of any nature in connection with this order levied or payable within Nigeria shall be borne by Buyer.

15.0 CORRESPONDENCE:

Correspondence relating to this purchase order shall be sent to the attention of any of the following:

Commercial Representative

Mr. Jayesh Thakare jayesh.thakare@indorama.com

Mr. Kalyan Kundu kalyan.kundu@indorama.com

16.0 RIGHT OF CANCELLATION

The Purchaser reserves the right to cancel this order or any part thereof and shall be entitled to rescind the order wholly or in part by a written notice to you if Seller does not adhere to any major terms and conditions of this Purchase Order.

17.0 GOVERNING LAW & JURISDICTION

This order shall be governed by the Law of England and Wales. However, the trade terms shall be construed in accordance with INCOTERMS 2020.

18.0 ARBITRATION

In the event of any disputes arising out of or relating to this purchase order, both parties shall endeavor to settle such disputes amicably. In case of failure to reach settlement, the matter will be referred for arbitration to the International Chamber of Commerce and shall be settled in accordance with the rules of conciliation and arbitration to the ICC. It is, however, to be understood that neither party shall be entitled to suspend performance of the order merely by reference of such arbitration. The arbitration shall be held at UK and the proceeding of the same will be conducted in English language.

19.0 FORCE MAJEURE

- 19.1 Neither party shall be liable for non-performance either in whole or in part of this order due to reasons beyond its control such as fire, epidemics, war, civil commotion, flood, earthquake and acts of God or any other cause beyond the control of either party.
- 19.2 In case of any event occurring under this section, the affected party will advise the other party within 7 days in writing of the details of the event arising with satisfactory evidence regarding the same and will make best efforts to remove the causes of such Force Majeure at the earliest possible time.
- 19.3 Should one or both the parties be prevented from fulfilling their obligations by a state of Force Majeure lasting, continuously for a period of 2 (two) months, the two parties shall consult together regarding the future implementation of the order.

20.0 CONFIDENTIAL INFORMATION:

The Buyer and Seller shall treat the details of this Purchase Order and any information including price made available in relation thereto as private and confidential and neither of them shall publish or disclose the same or any particulars thereof without the prior written consent of the other Party.

21.0 ATTACHMENTS

The following will form an integral part of this purchase order:

- (a) Annexure – 1 Price Schedule and Specifications

22.0 GENERAL

The terms and conditions of this purchase order shall be binding on both parties and will supersede and overrule any other understandings verbal or written which may conflict with any of these terms and conditions. Any changes thereto shall be mutually agreed and signed in writing.

Kindly return one copy of the same duly signed to us in confirmation of your acceptance of the same as per terms and Conditions mentioned above.

Thanking you,

Yours faithfully,

for **Indorama Eleme Petrochemicals Limited**



We accept and confirm the above

for **PRORITES EQUIPMENTS PRIVATE LIMITED**

Annexure-1 Price Schedule & Specification (IPL/PO/503055)						
Line	Item	Line Description	Quantity	UOM	Unit Price (USD)	Total Price (USD)
1.	57-09-00-083	DIAPHRAGM SET; TYPE::P/N:99067DDA P53; ADD INFO: FOR CHEMICAL DOSING SYSTEM; MODEL NO: MS6000WDD-1125/10 Vx;SL ; MRP:EMG -Test Certificate to be produced for approval	3.	SET	47.00	141.00
2.	57-09-00-084	SEAT ASSEMBLY;TYPE:SUCCTION VALVE;P/N:5BDM10;ASSBY::ADD INFO:FOR CHEMICAL DOSING SYSTEM;MODEL NO:MS6000WDD-1125/10 Vx;SL MRP:EMG-Test Certificate to be produced for approval	3.	SET	82.00	246.00
3.	57-09-00-085	SEAT ASSEMBLY;TYPE:DISCHARGE VALVE;P/N:5BDM10;ADD INFO:FOR CHEMICAL DOSING SYSTEM;MODEL NO:MS6000WDD-1125/10 Vx ;MRP:EMG-Test Certificate to be produced for approval	3.	SET	82.00	246.00
4.	57-09-00-086	GASKET; TYPE:VALVE SEAT; P/N:814S5BDP54; ADD INFO:FOR CHEMICAL DOSING SYSTEM; MODEL NO:MS6000WDD-1125/10 Vx ; MRP:EMG-Test Certificate to be produced for approval	3.	SET	18.00	54.00
5.	57-09-00-087	OIL SEAL SEAT; TYPE; P/N:SA102349; ADD INFO: FOR CHEMICAL DOSING SYSTEM; MODEL NO:MS6000WDD-1125/10 Vx ; MRP:EMG-Test Certificate to be produced for approval	3.	SET	82.00	246.00
6.	57-09-00-088	O-RING; TYPE: LINEAR; P/N:4622272.5P55; ADD INFO: FOR CHEMICAL DOSING SYSTEM; MODEL NO: MS6000WDD-1125/10 Vx; MRP: EMG-Test Certificate to be produced for approval	3.	SET	44.00	132.00
7.	57-09-00-089	O-RING; TYPE:PISTON SEAL; P/N: 4610142P55; ADD INFO:FOR CHEMICAL DOSING SYSTEM; MODEL NO :MS6000WDD - 1125/10 Vx; MRP: EMG-Test Certificate to be produced for approval	3.	SET	44.00	132.00

8.	57-09-00-090	CONNECTING ROD , ASSEMBLY: TYPE, P/N:SA1030M24;SIZE;ADD INFO:FOR CHEMICAL DOSING SYSTEM; MODEL NO: MS6000WDD-1125/10 Vx; MRP:EMG-Test Certificate to be produced for approval;	3.	SET	305.00	915.00
Total FCA Price in USD						2,112.00
		Freight				950.00
Total CPT Price in USD						3,062.00

Notes:

- (1) Seller is requested to mention Buyer item codes while forwarding commercial Invoice and Packing List
- (2) Seller is also requested to put tags on individual item, mentioning item code & Serial Nos as mentioned in purchase order