

## PURCHASE ORDER

SELLER : **CORTEM GULF Fzco**

Add. : **RA08AB06, Jebel Ali Free Zone  
PO Box 17123, Dubai, UAE**

Tel. : **+971 4 806 2000**

PURCHASE ORDER No.:  
**ENP-CORTEM-2024-PO-200**  
ISSUE DATE: 19-Oct-2024

P.O. number must be shown on all shipping packages, shipping documents, invoices and correspondence in connection with this PURCHASE ORDER.

This PURCHASE ORDER is subject to the descriptions, terms, conditions and instructions stipulated hereunder and attachments hereto, if any.

**SUBJECT: 8 Pcs of Junction Boxes and 2 Pcs of Local Control Panels as per Quotation CG2024\_0991 Rev.02 dated 17.10.2024 and relevant emails including all Technical details, clarification and comments discussed and agreed between parties.**

This PURCHASE ORDER, together with all its attachments shall be referred to as "CONTRACT No. **ENP-CORTEM-2024-PO-200**."

In the event of any inconsistency between the matters contained in the CONTRACT, the portions shall govern in the order of following precedence. The first named being paramount.

1. PURCHASE ORDER
2. Attachments PURCHASE ORDER

**SELLER'S ACCEPTANCE:**  
**CORTEM GULF Fzco**

**RA08AB06, Jebel Ali Free Zone  
PO Box 17123, Dubai, UAE**

**BUYER:**  
**ENER PROCESS FZ-LLC**

P.O. BOX 54518, Compass Bldg. Al Shohada Road  
Al Hamra Industrial Zone-FZ, Ras Al Khaimah  
United Arab Emirates (U.A.E)

Name(s) / Title(s):

Saad Bennani / General Manager - Sales & Engineering

Name / Title:

Managing Director

Seal & Sign:

Date: 21 OCT 2024



Seal & Sign:

Date:

## **1 Reference Correspondence**

- 1.1 SELLER's Commercial Quotation:
  - 1.1.1 Quotation **CG2024\_0991 Rev.02 dated 17.10.2024 for JB & LCP**
- 1.2 SELLER's Clarifications Letter(s):
  - 1.2.1 No.: Latest Communications by Email.

## **2 Attachments**

- 2.1 SELLER's Quotation CG2024\_0991 Rev.02 dated 17.10.2024.
- 2.2 Buyers Datasheet

## **3 Price**

- 3.1 Total **EXW/JAFZA (according to Incoterms 2020)** price of **Equipment** subject to this PURCHASE ORDER, including Documentation, Seaworthy packing, marking, loading and all other related costs based on **EXW/JAFZA** delivery term amounts to **be 10,300.00 Euro** based on relevant unit price(s) mentioned under SELLER COMMERCIAL QUOTATION of this PURCHASE ORDER.
- 3.2 The unit price(s) shall be fixed and firm for the duration of CONTRACT and shall not be subject to escalation.
- 3.3 The total price mentioned under clause 3.1 shall be fixed and firm for the duration of CONTRACT.

## **4 Payment**

- 4.1 50 % of PURCHASE ORDER price shall be paid as advance payment upon submission of relevant commercial invoice.
- 4.2 50% of the PURCHASE ORDER price shall be paid after inspection and before shipment as EXW Loaded JAFZA/DUBAI, UAE delivery of the Goods in addition to the following documents.
  - 4.2.1 One Original Total Signed Payment Invoice.
  - 4.2.2 Successful Test Reports Reviewed by Buyer.
  - 4.2.3 SELLER's signed Packing List in One original copy approved by BUYER's representative.
  - 4.2.4 The original Inspection Certificates identified with the PURCHASE ORDER signed and certified by BUYER, certifying that the quality and quantity of the Materials are strictly complying with the specifications of the Equipment indicated in the PURCHASE ORDER documents. It is essential that the Equipment conform to the detailed specification(s). Failure to follow this procedure will result in Equipment not being called forward to shipment.
  - 4.2.5 Submission of final book include: Material Certificates 3.1, Datasheets, As built drawings, Test Reports.

- **Note: in case of AED payment, Xe.com Exchange rate will be used for payment to Seller.**

## **5 Test and Inspection**

- 5.1 Inspection, tests and quality surveillance activities shall be performed in accordance with the requirements of specified as below item 5.2.
- 5.2 List on Inspections:
  - 5.2.1 MATERIAL CERTIFICATES 3.1 for all raw material
  - 5.2.2 ATEX Certificate
  - 5.2.3 IP Certificate
  - 5.2.4 DIMENSIONAL CHECK & VISUAL CHECK REPORT
  - 5.2.5 COMPONENT/FUNCTION TEST FOR LCP
- 5.3 The procedure and schedule for test and inspection shall comply with vendor's technical documents specified in SELLER's procedure approved by BUYER.
- 5.4 SELLER Confirmed Material used will be made in Western Europe and Chinese/ Russian materials will not be used in this project.

## **6 Packing and Marking**

Final Packing List written in English in **One original copy** to be submitted to BUYER officially not later than **14 calendar days** prior to dispatch of cargo.

## **7 Delivery**

- 7.1 All Equipment shall be delivered within 4-5 working weeks after received and confirmed order and approval of drawing documentation
- 7.2 All Equipment shall be delivered based on EXW JAFZA/DUBAI, UAE.
- 7.3 Partial delivery is **NOT allowed**.

## **8 Documentation and Drawing**

- 8.1 Datasheet and Drawing to be submitted for approval before manufacturing.
- 8.2 Final vendor prints and technical data books to be submitted along with delivery of Equipment.
- 8.3 Test and inspection reports and certificates written in English shall be submitted within five (5) days from the date of final inspection.

## **9 Guarantee Period**

The Guarantee Period for the subject Equipment shall be 12 months from installation or 24 months from date of shipment, whichever occurs first.

## **10 Liquidated Damage**

~~SELLER undertakes to deliver the subject Equipment within the period stipulated under Clause 7.1 of this PURCHASE ORDER. In the event of any delay beyond the delivery period for reasons attributed to the SELLER, SELLER shall pay the following amounts to BUYER as liquidated damage:~~

~~10.1 The liquidated damage for every full week delay is 0.5% of the PURCHASE ORDER PRICE.~~

~~10.2 Maximum liquidated damage is 5% of the PURCHASE ORDER price. In Case of delay by parts Manufacturer, this delay will be considered as and acceptable, delay and not subject to this article.~~

~~10.3 BUYER has the right to deduct the applicable liquidated damages from any SELLER's entitlements.~~

## **11 Effective Date of the PURCHASE ORDER**

Upon countersigning of this PURCHASE ORDER and fulfillment of the following conditions, this PURCHASE ORDER shall become effective:

11.1 Upon Countersign of the Purchase Order and advance payment receipt by the SELLER, whichever is latest.

## **12 Arbitration:**

Any dispute arising out of or in connection with the Contract, which cannot be settled amicably by the parties in accordance with the provisions of the Contract, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC). The arbitration shall be conducted in English at a location agreed upon between the parties, and the arbitral award shall be final and binding on both parties without any right of appeal for any party.

The arbitral award shall also determine the expenses of the arbitration and the party, which shall bear them or the proportion of such expenses to be borne by each party.

Arbitration shall not prevent Seller from continuation of the works.

## **13 Governing Law:**

This Contract shall be governed by and interpreted in accordance with the Laws of Switzerland.