

PURCHASE ORDER

SELLER : **Damafin**

Add. : Zamyad St.Iran Khodro
Blvd,Km 14 Karaj Special
Rd. Tehran-Iran

Tel. : +98-21- 44 92 26 94

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PURCHASE ORDER No.:
ENER-DMF-2024-100-003
ISSUE DATE: 07-May-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: 2 Sets of Aircooler as per Commercial Proposal 02612N/3 dated 13/04/2024

This PURCHASE ORDER, together with all its attachments shall be referred to as "CONTRACT No. **ENER-DMF-2024-100-003**".

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 to PURCHASE ORDER

SELLER'S ACCEPTANCE:

Damafin:

Address: Zamyad St.Iran Khodro Blvd,Km 14
Karaj Special Rd. Tehran-Iran

BUYER:

Ener Teknoloji:

Address: 19 Mayıs Mah. Turaboğlu Sk.
Hamdiye Yazgin Is Merkezi 4/2
Kadiköy – Istanbul - Turkey

Tel: +90 21638680

Name(s) / Title(s):

Name / Title:

Seal & Sign:

Seal & Sign:

Date :

Date :

1 Reference Correspondence

- 1.1 BUYER Material Requisition
- 1.2 SELLER's Commercial Quotation:
 - 1.2.1 No.: **02612N/3** dated **13/04/2024**
- 1.3 SELLER's Technical Quotation:
 - 1.3.1 No.: **02612N/5** dated 07/05/2024
- 1.4 SELLER's Clarifications Letter(s):
 - 1.4.1 No.: Latest Communications by Email,

2 Attachments

- 2.1 Technical Clarification Stamped by SELLER
- 2.2 Specification For Package Instrumentation
- 2.3 Specification For Low Voltage Motors
- 2.4 Material Requisition for Air Coolers
- 2.5 ITP
- 2.6 Painting Procedure
- 2.7 SELLER's Quotation No.: **02612N/3** dated 13/04/2024
- 2.8 SELLER's Technical Datasheet No.: **02612N/ Rev:05** dated 07/05/2024

3 Price

- 3.1 Total **EXW (Tehran Damafin according to Incoterms 2020)** price of **Equipment** subject to this PURCHASE ORDER, including packing, marking, loading and all other related costs based on FCA delivery term amounts to **82,000.00 Euro** based on relevant unit price(s) mentioned under Clause 12 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 **25 %** of PURCHASE ORDER price shall be paid as Advance Payment against presentation of the following documents:
 - 4.1.1 Original signed Payment Invoice.
 - 4.1.2 Equivalent Sayyadi Check in favor of HAMIAN SANAT ENERGY based on Free Market Rate
- 4.2 **10 %** upon approved technical key Documents
 - 4.2.1 Equivalent Sayyadi Check in favor of HAMIAN SANAT ENERGY based on Free Market Rate
 - 4.2.2 Transfer of Ownership Letter
- 4.3 **20 %** After Delivery signed PO of main row Materials (tube, plate, Motor) Against client third party inspector successful Witness inspection report
 - 4.3.1 Equivalent Sayyadi Check in favor of HAMIAN SANAT ENERGY based on Free Market Rate
- 4.4 **40%** Upon Receipt of IRN from PURCHASER and Enduser and delivery of PO Items Within 20 days
- 4.5 **5%** Against Approval of Final Databook not later than 3 Months After Delivery

5 Test and Inspection

- 5.1 Inspection, tests and quality surveillance activities shall be performed in accordance with the requirements of Project ITP which will be finalized during project execution according to technical attachments provided by SELLER, applicable codes and/or regulations specified in SELLER's procedure approved by BUYER. No Cost or Time Impact will be acceptable for performance of Test and removing of Punches and Vendor is sole responsible Party for her material purchased.
- 5.2 The procedure and schedule for test and inspection shall comply with vendor's technical documents specified in SELLER's procedure approved by BUYER.
- 5.3 SELLER should send Inspection notification **14 Calendar days** prior to inspection date.
- 5.4 SELLER Confirmed Material used will be made in Western Europe and Indian/Chinese/ Russian/Eastern Europe materials will not be used in this project.
- 5.5 BUYER inspection will not relieve vendor from her responsibilities toward proper selection of material and operation of subject PO equipment in project site condition.

6 Packing and Marking

- 6.1 Packing and Marking shall be made as per agreed TCL and Technical and un-price Proposal (02612N-3).
- 6.2 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 **8 Months** from Effective Date of PURCHASE ORDER.
- 7.2 All Equipment shall be delivered based on **EXW (Tehran- Damafin – Seller Fabrication Shop)** term of delivery in INCOTERMS 2010.
- 7.3 Partial delivery is **NOT allowed**.

8 Documentation and Drawing

- 8.1 All vendor prints shall be prepared and submitted in accordance with the document list issued after order reviewed by Buyer and agreed mutually.
- 8.2 Time Schedule of Project along with approximate payment time of milestones to be provided by Seller 3 days after signed PO.
- 8.3 Final vendor prints and technical data books to be submitted along with delivery of Equipment.
- 8.4 Test and inspection reports and certificates written in English shall be submitted within five (5) days from the date of final inspection.
- 8.5 The successful Test reports, Final Book and approved test by BUYER representative should be submitted by SELLER at delivery date.

9 Guarantee Period

The Guarantee Period for the subject Equipment shall be **18 months** after delivery or **12 months** after start up, 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 **1%** of the PURCHASE ORDER PRICE.

10.2 Maximum liquidated damage is **10%** of the PURCHASE ORDER price.

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

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 Submission of Advance Payment Guarantee (SAYYADY Check) to BUYER, by SELLER which will be released one month after delivery.

11.2 Submission of Performance Bond Guarantee (SAYYADY Check 10% of PO amount which can be released after Guarantee Period), by SELLER.

11.3 Advance payment by BUYER to SELLER.

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