



RUBAMIN LIMITED
EXPORT TRADING SALE # CONGO



PURCHASE ORDER

HEAD OFFICE : 2nd FLOOR , SYNERGY HOUSE , SUBHANPURA , DIST : VADODARA ,PIN CODE : 390023 , STATE : GUJARAT , COUNTRY : INDIA.

PH. NO. : 0265-2282078, 2282079, 2282080, 2282081, 2282082, 09825303704 , 09925188172, 09925188173 FAX NO : 0265-2282077

The Purchase Order number must appear on all related correspondences:

PO No. :RIT0/MAT/4500014336
 PO Amendmend No.:00000000

PO Date :29.06.2011
 Amendmend Date :00.00.0000

To :
 100990
 PRESSUREJET SYSTEMS PVT.LTD
 62/13 PHASE-I G.I.D.C
 VATVA
 AHMEDABAD-382445, AHMEDABAD.
 GUJARAT, INDIA.
 Ph:079-25830762/32453758,Fax:079-25897220,Mobile No:9376022358/93...,e-mail:sales@pressurejet.com.

Delivery date: 06.08.2011

Kind Attn: / Ph:

Reference: / Date :

We hereby place with you a Purchase Order as per above mentioned reference and the terms and conditions mentioned here in after and those contained in the enclosed general conditions of the Purchase order.

Sr No	Item Description	UOM	Quantity	Item Rate (Rs)	%P&F (Rs)	%BED (Rs)	%ECess (Rs)	%Sr.ECess (Rs)	%CST/VAT (Rs)	%AVAT (Rs)	Value (Rs)
1	13011101034	SET	1	270741.60	3.00	0.00	0.00	0.00	4.00	1.00	292,807.04
	PUMP HIGH PRESS.WET SAND BLASTING SYSTEM				8122.25	0.00	0.00	0.00	11154.55	2788.64	
				Schedule Qty							
2	13011101035	EA	1	9954.00	3.00	0.00	0.00	0.00	4.00	1.00	10,765.25
	PUMP HIGH PRESS.HOSE 1000-1/2"X10MTR T1419				298.62	0.00	0.00	0.00	410.10	102.53	
				Schedule Qty							
3	13011101036	EA	1	6030.00	3.00	0.00	0.00	0.00	4.00	1.00	6,521.45
	PBA PLUNGER SEAL 18MM KIT T1419				180.90	0.00	0.00	0.00	248.44	62.11	
				Schedule Qty							
4	13011101037	EA	1	19260.00	3.00	0.00	0.00	0.00	4.00	1.00	20,829.69
	PBA-COMPLETE VALVE KIT T1419				577.80	0.00	0.00	0.00	793.51	198.38	
				Schedule Qty							

TOTAL VALUE(INR):330,923.43



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Page 2 of 9

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PO Particulars :

	Value(INR)
Basic Value	305985.43
Discount Amount	0.00
Packing and Forwarding Taxable	9179.57
Service Tax / Excise duty	0.00
CST / VAT	12606.60
AVAT	3151.66
Loading charges	0.00
Unloading charges	0.00
Other Changes	0.00

Total: 330923.26

IN WORDS : THREE LAKH THIRTY THOUSAND NINE HUNDRED TWENTY THREE RUPEES TWENTY SIX PAISE

Purchase type :WG / PURCHASE WITHIN GUJARAT

Freight :Extra at actual

Insurance :

Contract No :

Inco Terms :,,

Our VAT TIN :24171100251 DT.01.07.2002

Our CST TIN :24671100251 DT.08.02.1988

Our ECC No :AAACR8758HXM002

Our PAN : AAACR8758H

Payment Terms :100% payment against Proforma Invoice,

Remarks : "CREDIT PERIOD WILL START FROM THE DATE OF RECEIPT OF MATERIAL OR RECEIPT OF BILL WHICHEVER IS LATER"

Despatch Instructions :Ex works, Pl. mentioned our baroda office address in tax invoice & challan

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Header Text :

1. Your offer R 1679 / 29967 Dt.04.04.11

2. Your offer R 1679 / 29967 Dt.30.05.11 && final 10%
discount

High Pressure Jet Pump consist of parts as per annexure-I for wet sand
blasting application.

Pump Details.

Model: PB 18

Type: High Pressure Triplex Plunger Pump

Flow Rate / Max. pump pressure: 30LPM / 450-500 BAR

Require Suction Pressure: 2-3 Bar

Max. Thrust On PLunger (kgs) 1270

Stroke Length / Stroke Per min : 40 mm / 950 SPM

Plunger Diameter (mm) - 18 mm

Connection Size; (BSP) : inlet 1 1/2" / Outlet 1" (Both Female type)

Permissible Oil Temp: 71 Deg C

Transmission : Belt / Gear Drive

Lubrication Type / Grade / Quantity: Flash / 15 W 40 / 4 Ltr

Fulid / Max. Temp -- Clean Water / 60 deg.c

Material of Construction

Cylinder : CF 8 (SS 304)

Plunger (Surface Finish) Ceramic Coating / Tungsten Carbide Coating

Valve seat & valve : Stainless Steel

Plunger seal : PTFE Aramide

Crank Shaft : Forged Alloy Steel,Hardened & Ground

Crank Case : FG 260

Note:

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Page 4 of 9

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1. Motor make : CG only
2. Pl. mentioned our baroda office address in tax invoice & challan
3. Excise nil against CT-1 / ARE-1
4. P&F : 3% extra (Seaworthy Export packing charge)
5. Payment : 30% advance & balance against P.I. before despatch.

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Page 5 of 9

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Prepared By
Vipul Patel

Checked By

Name, Designation and Sign of Authorised Signatory
Vipul Patel

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330,923.43

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General Terms & Conditions:

- 1. ACCEPTANCE:** The order will be binding upon the Supplier immediately on receipt thereof, and considered accepted by Supplier. The formal communication of acceptance shall be made to Rubamin, within 7 days of the receipt, failing which the order may be revoked and cancelled, at the option of Rubamin.
- 2. QUALITY:** Goods supplied against the order must, in all aspects, confirm to descriptions given in this order / approved samples / specifications and shall be subject to final approval by Rubamin.
 - a) Goods must be accompanied by Suppliers or manufacturer's certificate guaranteeing the quality for each batch / lot being supplied
 - b) Goods supplied, not conforming to specifications / standards / approved samples, will be rejected. Rejected goods should be removed from the place of business of Rubamin / wherever stored, forthwith.
 - c) So long as rejected goods lie at Rubamin's premises for any reason, they shall be entirely at Suppliers risk and responsibility. In the event of the rejected goods being dispatched by Rubamin, these will be returned back at Suppliers' expense.
 - d) In the event of rejection, any advance paid to the Supplier shall be immediately refunded back to Rubamin along with 24% interest from the date of payment of such advance by Rubamin.
 - e) Rubamin also reserves the right to claim additional damages which will also be paid by the Supplier to Rubamin, if Rubamin has to obtain from alternate Suppliers. The Supplier shall also pay for this delay resulting in the loss of business of Rubamin.
- 3. PRICES:** The prices of the products are those specified on the front of the invoice. No supplies are to be effected at price higher than given in the order without prior confirmation in writing being first obtained from Rubamin. Wherever the order is placed F.O.R. receiving plant or Free Delivery at Works (Factory) basis, both freight and insurance charges shall be presumed to have been included in such price and the loss, breakage or any damage during transit due to any cause whatsoever shall be borne by the Supplier.
- 4. PAYMENT:** Unless otherwise stated, payment shall be made within 90 days from the date of receipt of goods and bill in Triplicate, complete in all respects, bearing the reference to the order, challan reference and accompanied by any other documents called for, however, no interest will be payable by Rubamin on overdue accounts. Dispatch documents must reach Rubamin well in time to such that certain normal excess/short is likely to occur, excess/short supply will be acceptable up to maximum extent of 5% of the ordered quantity, at Rubamin's discretion. Supply in excess of the permissible limit shall not be accepted and it shall be returned at the Suppliers cost and risk unless prior permission in writing has been obtained by supplier from Rubamin. Rubamin's decision in this regard will be final.
- 5. QUANTITY:** Where the nature of material ordered is such that certain normal excess/short is likely to occur, excess/short supply will be acceptable up to maximum extent of 5% of the ordered quantity, at Rubamin's discretion. Supply in excess of the permissible limit shall not be accepted and it shall be returned at the Suppliers cost and risk unless prior permission in writing has been obtained by supplier from Rubamin. Rubamin's decision in this regard will be final.
- 6. WEIGHT:** Unless otherwise stipulated, weight recorded at Rubamin's designated place of business, for the supplied material shall be deemed as final.

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7. **TIME OF DELIVERY:** Goods against the order must be delivered at Rubamin's designated place of business or any other place specified by Rubamin, by the date stipulated therein. Time is the essence of this Purchase Order and if deliveries are not made at the time agreed upon, Rubamin reserve the right to cancel the order wholly or in part, without any reference being made to the Supplier. Rubamin also reserves the right to claim additional damages which shall be payable by the Supplier to Rubamin if it has to obtain similar supplies from alternate Suppliers due to this delay resulting in the loss of business to Rubamin. Suppliers due to this delay resulting in the loss of business to Rubamin. c unloading of the same will be in our scope.

8. **PACKING:** Supplier shall ensure suitable, secure and transshipment worthy packing of all goods supplied against the order. A packing list must accompany each consignment.

9. **MATERIAL SAFETY DATA SHEET:** Suppliers are required to submit an updated Material Safety Data Sheet (MSDS) at the time of receipt of order or prior to supplies. For regular product supplies, the Supplier shall submit a copy once every year or whenever it is updated.

10. **SAFETY IN TRANSPORTATION:** Suppliers supplying hazardous chemicals shall self certify and if requested by Rubamin, provide proof of registration of carrier under the Multimodal Transportation of Goods Act,1993. Wherever required, Supplier shall also be registered under the Public Liability Insurance Act,1991. Supplier shall ensure that specified tankers/vehicles only are used at the time of filling/loading, which are specified as per rules for a particular hazardous chemical or solvents. Further, the tanker should carry valid approval documents, from the designated approving authority such as Department of Explosives/State Road Transport Authorities etc. Further the Driver & Cleaner of the tanker should be qualified/trained & experienced, as per transport regulation for Emergency Management Rules, and the tanker should also carry a TREM card -failing which the Supplier shall be responsible for any loss, including third party compensation, in case of a mishap.

11. **SAFETY ASPECTS FOR EQUIPMENTS, MACHINES, ETC-** Supplier shall submit a detailed manual/write-up for a safe operation of machines and their maintenance. Any precautions to be taken by Rubamin shall be clearly and unambiguously mentioned in such document.

12. **SUSPENSION:** Deliveries against the order shall be liable for suspension at the request of Rubamin in the event of strikes, accidents or any other unforeseen, disabling circumstances constituting Force Majeure or any event beyond the control of Rubamin.

13. **FORCE MAJEURE:** Rubamin shall not be in any way liable for non performance either in whole or in part of any contract or for any delay in performance thereof in consequence of strike, shortage of labor or combination of workmen or lock-out, breakdown or accident to machinery or other accident of whatever nature.

14. **RISK OF LOSS:** Risk of loss to goods shall pass to Rubamin upon of the goods at Rubamin's designated place of business.

15. **WARRANTY:** Supplier shall warrant all goods delivered hereunder to be free from all defects in material or workmanship and confirming strictly to the specifications and quality standards as provided by Rubamin. The warranty shall survive any inspections, delivery of the goods to Rubamin.

16. **GENERAL LIABILITIES:**

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a) Supplier's liability for actual damage for any cause whatsoever shall not be limited to the refund of any amount paid towards advance in case of non delivery or supply or the total costs of the goods supplied by supplier in case of defective goods having been supplied not meeting therequired specifications. In addition, supplier shall be liable to pay interest @24% per annum on the amount paid to the supplier by Rubamin along with penalty for non supply of delayed supply calculable @ 20% of the total purchase price.

b) However instead of seeking recourse available in (i) above in case Rubamin so elects, it may require specific performance of the contract against Supplier for supply of goods, which may be specified at the time of placing the order.

17. **INSURANCE:** Unless otherwise stipulated by Rubamin in writing, goods supplied against this order are to be insured by Supplier on receipt of necessary advice (overall cost including taxes, freight and other incidentals, and particulars of Carriers goods receipt) to be intimated by Supplier on the date of dispatch. All losses incurred in transportation shall be to Suppliers account.

18. **INSPECTION:** The goods shall be accepted by Rubamin after making inspection with regard to the quality and confirmed specifications and All goods supplied against the order shall be subject to any rejection, damage, breakage etc. in the event of rejection or replacement,the inward / outward freight and other incidental charges shall also be borne by the Supplier.

19. **INTELLECTUAL PROPERTY:** Supplier shall warrant that goods supplied against order, do not and shall not infringe any Design,Patent or Trade Mark of any third party and in event of any claim, loss or damage suffered by Rubamin or any infringement action being taken against Rubamin by third party, the same shall be defended at supplier's cost and supplier undertakes to indemnify Rubamin for any such loss or damage.

20. **GUARANTEE:** The standard warranty conditions as provided for suppliers shall be applicable.

21. **MISCELLANEOUS:** (Applicable for vendors supplying goods from India)

a) Challan and invoice must bear Purchase Order reference.

b) R.R./Consignment Notes etc. to be sent to Purchase Department of Rubamin.

c) Delivery of goods shall be affected between 9.30 a.m. and 4.30 p.m. on working days.

d) Supplies should be accompanied by delivery challan bearing the detailed reference of this Purchase Order.

e) Transporters copy of Excise Invoice must accompany the consignment wherever Central Excise is applicable or else duty will be deducted.

22. **NON-ASSIGNMENT:** This contract cannot be assigned by Supplier without prior written consent of Rubamin.

23. **MODIFICATIONS:** No modification to this contract shall be made, unless made by Rubamin after intimating the Supplier of the same in writing.

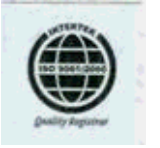
24. **WAIVER:** No course of dealing or failure of either party to strictly enforce any particular term or condition as contained in this Contract shall be construed as a waiver of any of the terms and conditions.

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25. ENTIRETY: This contract constitutes the entire Agreement between the parties with respect to subject matter and supersedes any previous understanding, writings, and communications.

26. JURISDICTION: Only the Courts at Vadodara, Gujarat, India shall be the venue for any proceedings arising out of any dispute arising out of this Purchase Order. The contract shall be governed in all respects by the Indian Laws.

27. ARBITRATION: Dispute, if any, arising out of this contract shall be settled by Arbitration in accordance with the Arbitration & Conciliation Act 1996 to be conducted in Vadodara, Gujarat, India. The award shall be final and binding upon both parties.

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