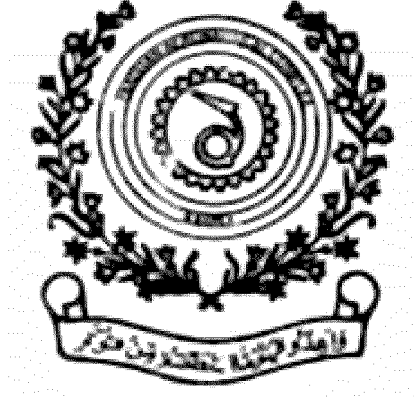


Contract No.PACB/

Dated

FORM PACB - 003



CONTRACT FORM

“FOB”

GENERAL CONDITIONS OF CONTRACT

PAKISTAN AERONAUTICAL COMPLEX BOARD

KAMRA

DISTT ATTOCK

PAKISTAN

(SELLER)

(PURCHASER)

Contract No.PACB/ _____
Dated _____

CONTRACT

GOVERNMENT OF PAKISTAN
MINISTRY OF DEFENCE

PAKISTAN AERONAUTICAL COMPLEX BOARD KAMRA

CONT NO PACB/ _____
DATED _____

Agreement for

1. This agreement is made on 243 day of 2010 Between the Chairman PACB (herein after called the "PURCHASER" party of the First Part and **M/S** _____ Herein after called the "SELLER") party of the Second Part. The Chairman PAC Board be represented by Member Commercial PAC Board Kamra.
2. Whereby it is agreed that the Purchaser buy the stores described in the schedule of stores at Appendix "A" at the prices mentioned therein subject to terms and conditions shown at Appendix "B" which form part of this agreement.
3. The terms and conditions as stipulated in the appendices attached hereto constitute the entire agreement between the two parties and supersede any previous undertaking, commitment or representation whatever oral or written in this regard.

WARNING

Any information about the sale/ purchase of the stores under this contract not be communicated to any person, other than the manufacturer of the stores or to any press or agency not authorized by the Member Commercial PAC Board Kamra, Ministry of Defence to receive it. The breach of the undertaking be punishable under the official Secrets Act, 1923.

(SELLER)

(PURCHASER)

Contract No.PACB/

Dated

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(SELLER)

(PURCHASER)

Contract No.PACB/
Dated _____

Director Central Procurement PAC Board For and on behalf of the Chairman Pakistan
Aeronautical Complex Board Kamra and

Mr. _____

For and on behalf of **M/S** _____.

herein set their hands and seal on the date and year written below: -

PURCHASER

SELLER

Signature _____

Signature

Name ()

Name

Rank

(Seal)

Designation:

PAC Board Kamra

**For and on behalf of the Chairman of
Pakistan Aeronautical Complex Board
Kamra Distt. Attock PAKISTAN**

For and behalf of
M/S _____

Date _____

Issued with the Concurrence of the Member Finance PAC Board vide diary No. ____/MF
Dated _____

(SELLER)

(PURCHASER)

Contract No.PACB/
Dated _____

DISTRIBUTION: -

- | | | |
|----|--------------------------------|-----------|
| 1. | M/S _____. | 02 Copies |
| 2. | Dir Log _____ PAC KAMRA | 01 copy |
| 3. | Dir Bgt & Acct _____ PAC KAMRA | 01 copy |
| 4. | Finance Wing (PACB) KAMRA | 01 copy |
| 5. | Dir Quality _____ PAC KAMRA | 01copy |
| 6. | NIC Islamabad | 01 Copy |
| 7. | SLO P-721 (Dett) Faisal | 01 Copy |
| 8. | Master Copy | 01 Copy |
| 9. | DBA PACB Kamra | 03 Copies |

(SELLER)

(PURCHASER)

(TERMS AND CONDITIONS)

1. DEFINITION OF CONTRACT

The "Contract" means the agreement entered into between the parties i.e. the Purchaser and the Seller on PAC Board Contract form in accordance with the Law of Contract Act 1872, in token of having accepted terms and conditions laid down thereafter and those General/Special conditions that may be added to a given contract for the supply of Defence stores specified therein. Even the advance acceptance letter posted or sent by telex/Fax by the Purchaser within the validity period of Sellers offer would constitute a binding agreement. The terms of contract not be taken to include the preliminaries such as invitation to Tender offers of the Sellers and connected correspondence which will be deemed to have become inoperative as soon as the relevant contract has been entered into by both the parties as described above.

2. INDENTOR:

- a) Indent No. & Date: _____
- b) Cost Debitable to Head _____
- c) Consignee: _____
- d) Term of LC _____
- e) Port of Shipment _____
- f) Port of destination Islamabad/Karachi
- g) Partial shipment Allowed
- h) Trans shipment Not Allowed
- j) Mode of shipment By Air/Sea

3. DELIVERY DATE: _____

4. COUNTRY OF ORIGIN: - _____

5. MAKER'S NAME AND BRAND:- _____

6. SPECIFICATIONS:-

The Seller will offer the stores strictly in accordance with the specifications mentioned in the "Schedule of Stores".

(SELLER)

(PURCHASER)

7. VARIABLE PRICE CLAUSE

“Prices given in Schedule of Stores are estimated prices and not firm and final. In case it is found upon disassembly and initial inspection that the repair or overhaul cost will exceed the estimated cost given above, then seller will intimate the buyer about new estimates and undertake the repair / overhaul work only if new cost is agreed upon by the buyer.

8. EXTENSION IN DELIVERY PERIOD

Request for extension in Delivery Period will only be made to Directorate of Central Procurement (PAC Board) before expiry of delivery period.

9. ACCEPTANCE

Store will be accepted against manufacturer’s standard warranty/Seller’s letter of guarantee and acceptance by quality control of ____ PAC as per Clause-10.

10. INSPECTION & WARRANTY / GUARANTEE

(a) Inspection will be carried out by Quality Control of ____ PAC.

(b) The engines will be accepted on Sellers warranty / guarantee with regard to quality and quantity subject to these being technically checked / tested where necessary and accounted for on arrival at consignee’s warehouse. The Seller will render warranty / Guarantee certificate in duplicate to the Purchaser on the enclosed Performa as soon as store have been Despatched / delivered. This Warranty / Guarantee shall be binding on the Seller for a period of 12 months reckoning from the date of receipt of store at consignee’ warehouse/installation of equipment. It will be obligatory for the Seller to identify the store by inscribing there on or attaching their to a Warranty / Label disc to the following effect:-

Expiry Date _____

Seller’s Name: **M/S** _____.

11. PRINCIPAL: M/S _____

(SELLER)

(PURCHASER)

Contract No.PACB/
Dated _____

12. **BANK GUARANTEE:** _____

13. **TERMS OF PAYMENT**

(a) DBA AMF through DBA PAC Board Kamra will make the payment through release order for FOB value _____ in words (_____ Only) in favour of **M/S**

(b) Bank Address: _____

(c) The Bank will release 100% payment of the FOB value to the supplier on production of the following documents: -

- | | | | |
|-------|------------------------------|---|-----------|
| (i) | Invoices | : | 07 copies |
| (ii) | Air Way Bill/Bill of Lading | : | 01 copy |
| | (Original negotiable) | : | |
| (iii) | Letter of Warranty/Guarantee | : | 01 copy |
| (iv) | Repair Agency | : | 01 copy |
| | Inspection Certificate | | |
| (v) | Insurance declaration | : | 01 copy |
| | Certificate | | |
| (vi) | Packing Note | : | 01 copy |
| (vii) | Consignee Receipt | : | 01 copy |
| | Voucher | | |

(d) Partial payment against partial shipment is allowed.

(e) DBA PAC Board Kamra will make the following payment in Pak currency:-

(i) **Air / Sea Freight charges**

Sea/Air Freight charges to the carrier (PIAC/PNSC of Pakistan) at actual in Pak Rupees on submission of their bills.

(SELLER)

(PURCHASER)

(ii) **Inland Freight Charge**

Inland freight charges in Pakistan to the carrier at actual in Pak Rupees on submission of their bills

(iii) **Insurance charges**

Insurance premium @ 0.60 to M/s National Insurance Corporation Limited NICL Building 63 Jinnah Avenue Blue Area Islamabad at actual in Pakistan Rupees on submission of their bills.

(iv) **Freight Charges**

Freight handling charges at US Port / Air Port will be paid to the freight forwarder on submission of their bills. All freight handling charge in USA will be paid by the supplier.

14. INSURANCE

(a) The stores be insured @ 0.60% from Seller's warehouse to consignee's warehouse through **National Insurance Corporation Limited, 63-Jinnah Avenue Blue Area Islamabad** against open policy to enable the insurance Corporation to issue the Insurance Certificate, the Seller shall send them by registered mail one copy each of commercial invoice (showing all charges), bill of lading number or Airway bill number or postal receipt number as applicable, and other dispatch documents under covering letter quoting relevant contract number and date.

(b) The insurance certificate will be forwarded to the following by the National Insurance Corporation Limited immediately on receipt of commercial invoice etc, from the Seller:-

- | | | | |
|-------|------------|---|---|
| (i) | One copy | - | Consignee |
| (ii) | One copy | - | DBA PACB Kamra |
| (iii) | Two copies | - | Purchaser |
| (iv) | One copy | - | Stores Liaison Officer P - 721 PAF Faisal
Karachi.
(In case of Sea shipment only) |
| (v) | One copy | - | Seller |

(c) Insurance premium at actual will be paid in Pakistani Currency through DBA PACB Kamra on the presentation of Debit Note by the Insurance Corporation to the Purchaser.

(SELLER)

(PURCHASER)

15. MODE OF DESPATCH / DELIVERY

Stores be despatched by Air in the manner explained in succeeding sub paras as applicable there to:-

(a) BY AIR

- (i) As far as possible parcels be delivered to the nearest PIA office.
- (ii) Services of other Airlines will be utilized only where PIA does not operate, with the prior permission of Directorate of Procurement PAC Board Kamra.
- (iii) All airlifts through PIA be on freight-to-pay basis while in the case of other airlines the freight be prepaid and claimed by the Seller from the DBA PACB Kamra duly supported by airfreight bill.
- (iv) Immediately after airlift of stores dispatch particulars showing airway bill number, date, description of stores number of packages and contract no and date be telexed / faxed /cabled by the Seller to the Purchaser followed by the under mentioned documents to be mailed to him failing which demurrage incurred will be payable by the Seller: -
 - (A) One copy of airway bill showing all details and charges.
 - (B) One copy of packing list.
 - (C) Three copies of Commercial invoice showing all charges.
- (v) It is important that airway bill is made in the name of consignee mentioned in the contract and in no case to the order of bank and must show contract number and date to facilitate linking and timely delivery of the air parcel.

(b) – By Sea

Shipment be made on F O B basis by the Seller on a Pakistan Flag Vessel preferably of Pakistan National Shipping Corporation (P N S C) by direct sailing through the courtesy of P N SC agent.

- (i) The Seller will furnish the following information to the P N S C agent as soon as the stores are ready for dispatch :-
 - (i) Contract No. & Date
 - (ii) No of packages with dimension
 - (iii) Net weight
 - (iv) Gross weight
 - (v) Volume

(SELLER)

(PURCHASER)

Contract No.PACB/

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(ii) If Pakistan Flag Vessel is not available and / or delivery is likely to be delayed beyond the specified period, the Seller may ship the stores on C & F basis on any available Foreign Flag Vessel with the prior permission of Directorate of Procurement PAC Board Kamra (Preferably of the Conference Lines Vessel) calling at Karachi as the first port of call in the South Asia Sub Continent. Under no circumstances shipment will be made on the Foreign Flag Vessel calling first at any Indian Sea Port enroute to Karachi. Shipment on a Foreign Flag vessel will not be made on F O B basis.

(iii) As soon as shipment takes place the P N S C agent will deliver the original copy of Bill of Lading to the Seller.

(iv) The Bill of Lading be made out in the name of Store Liaison Officer P – 721 PAF Faisal Karachi (Pakistan) and must show contract No and date to facilitate linking.

(v) The following documents be forwarded by the Seller through Air Mail immediately after the Vessel sails for Karachi to the Consignee and Directorate of Procurement PAC Board Kamra Distt Attock Pakistan.

(A)	Non negotiate able copy of Bill of lading	05 copies
(B)	Commercial invoice showing all charges	08 copies
(C)	Warranty/Guarantee certificate	03 copies
(D)	Packing list of each package	04 copies

The abovementioned documents must reach the Directorate of Procurement PAC Board Kamra Pakistan at least seven days before the arrival of Ship at Karachi failing which resultant demurrage be payable by the Seller

(vi) Seller authorize the shipping company concerned to give the delivery order of stores to the Stores Liaison Officer P – 721 PAF Faisal Karachi Pakistan on a Letter of Guarantee in case shipping document are not received in time by Stores Liaison Officer P – 721 PAF Faisal Karachi.

(vii) Any loss or demurrage caused due to wrong preparation and / or late receipt of shipping documents will be recoverable from or will be payable by the Seller.

(viii) Immediately after the shipment of consignment, the Seller is to Fax the following information to Consignee and Directorate of Procurement PAC Board Kamra Pakistan on Fax No.+92-57-9317491 OR 051-9225500.

- (A) Contract No
- (B) Bill of Lading Number
- (C) Name of the Ship
- (D) Expected date of arrival at Karachi (E D A)
- (E) Type / nomenclature of the store (whether explosive, chemical, materials, spares etc)
- (F) Qty and dimension of store (Detail of packages including gross weight and No etc)

(SELLER)

(PURCHASER)

Contract No.PACB/
Dated _____

- (G) Final destination of stores in Pakistan (Address of Consignee) C/O SLO P-721 Faisal Karachi MD ____ PAC Kamra Distt. Attock Pakistan.

(c) - CLEARANCE OF STORES:-

The consignment will be cleared from Customs by Stores Liaison Officer P-721 PAF Faisal Karachi on arrival at Karachi Port / Air port free of custom duty / Sales Tax. After clearance, Stores Liaison Officer P - 721 PAF Faisal Karachi will arrange dispatch to P A C Kamra. Wharfage charges will be paid by concerned Factory of PAC Board on receipt of K P T Bills. Seller will dispatch the stores of one contract in one single ship to facilitate easy clearance of stores at Karachi Port. More than one ship be used when the store is of large quantity and can not be shipped on a single ship.

16. **DESPATCH / SHIPPING INSTRUCTION:-** The seller will dispatch the store duly packed and marked as per contract clause-2 under their own arrangements to the MD ____ PAC Kamra.

PACKING AND MARKING

- (a) The store must be protected adequately and appropriately to the mode of dispatch against damages from water or other substances during the Sea Voyage and over land journey to with stand the rough handling involved in transit and provide proper preservative materials while held in storage by the consignee. Wooden packing should be preferred and hard board / soft board should be avoided as far as possible.
- (b) A packing note quoting contract No, date, detail of store and quantity must be placed below the lid of each package.
- (c) If at the time of taking delivery from the carrier or on receipt at consignee premises the stores is found to have suffered loss or damage attributable to faulty packing, the loss or damages will be recoverable from or will be made good by Seller at his own cost.
- (d) All packing cases and other packing material be supplied free by the Seller and shall become the property of Purchaser.
- (e) Packages / containers shall be clearly marked / stenciled to show following particulars:-
- (i) Name of the consignee
 - (ii) Contract No
 - (iii) Description of stores

(SELLER)

(PURCHASER)

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- (iv) Gross and net weight.
- (v) Running number of package / container in relation to the total quantity under the green triangle.
- (vi) Name of the Seller.

(f) Packages containing delicate/ fragile and hazard/ explosive stores be marked as such conspicuously by putting necessary identification marking indicating distinct category and group etc; otherwise the damage caused will be made good by the Seller at his own cost.

(g) In the event of incorrect marking demurrage caused due to delayed delivery/clearance from the carrier will be recoverable from or will be paid by the Seller.

17. FAILURE TO SUPPLY STORES

The specified delivery period (time for and date of delivery despatch of store) is the essence of the contract. All deliveries must be completed by the specified date (s). If failure to deliver stores within the scheduled time have arisen from 'Force Majeure' which the Purchaser may admit as reasonable ground for further time, he will allow such additional time, (without imposing liquidated damages), as he may consider to have been required by the circumstances of the case of which he will be the sole judge and his decision will be final, otherwise he will be entitled at his option: -

(a) "In case of un-supplied portion of the contract and unsatisfactory performance, the contract be rescinded by forfeiture of security and guarantee by the authority which approved award of the contract".

(b) "To recover liquidated damages when the Government (Competent purchase officer on behalf of the Government) is satisfied that the failure to supply the stores within the scheduled delivery period has been for reasons within the control of the Sellers and or if the Government has suffered loss for reasons of belated delivery. These liquidated damages, if imposed, will be recovered upto the rate of 2% but not less than 1% of the value of un-supplied quantity of the item (s) per month or a part of a month for the period exceeding the original delivery period, subject to the provision that the total liquidated damages thus liable will not exceed 10% of the total contract value of the particular stores which remained un-supplied either in part or in full".

(c) The supplies be deemed to have been delivered when acceptable stores are tendered for inspection or delivered to the carrier for dispatch to the consignee.

18. FORCE MAJEURE

"Force Majeure" means any event, act/or other circumstances not being an event, act or circumstances, under the control of the Purchaser or of the Seller. The Seller will notify the Purchaser in writing of any such event within 15 days by Fax/Telex/Telegram of its commencement, which is relied upon by the Seller for its failure to comply with its

(SELLER)

(PURCHASER)

obligation. The Purchaser has the right to conduct investigations to satisfy itself about the genuineness of the "Force Majeure" event Non-availability of raw material for the manufacture of stores, or of export permit for the export of the contracted stores from the country of its origin, not constitute "Force Majeure".

19. TERMINATION OF CONTRACT

If at any time during the currency of this contract, the Purchaser decides to terminate the contract for any reason whatsoever (other than for reasons of FAILURE TO SUPPLY THE Stores) as per Clause-17 have the right to do so through mutual agreement between both the parties.

20. RISK PURCHASE

In the event of failure on the part of the Seller to comply with the contractual obligations, the contract is liable to be cancelled at his risk and expense in accordance with PACB Purchase Procedure.

21. VARIATION

The contract will not be varied or modified without the mutual agreement in writing by both the parties to the contract.

22. DISCREPANCY

The consignee will render a discrepancy report within 90 days after receipt of the material in Pakistan for any discrepancy found in consignment and shortage in quantities for which the seller is responsible to replace short quantity free of cost. In case of surplus supply by the seller, the Buyer will render to the seller the material delivered in excess at seller's expense. Discrepancy report regarding loss/damage will be immediately lodged with the seller/carrier. The seller may assist with Buyer in filling claims with the carrier.

23. SPECIAL CLAUSE

The purchaser reserve the right of deletion of any, item increase decrease of any quantity and cancellation of the contract partially or in fully without assigning any reason whatsoever, within 30 days of signing of the contract without any financial repercussion on either side. Such information will be passed on to the seller through the fastest means i.e. telephone, telegram, fax etc.

24. LITIGATION

In case of any dispute only Court of Jurisdiction at Rawalpindi have the Jurisdiction to decide the matter.

25. CORRESPONDENCE

(SELLER)

(PURCHASER)

Contract No.PACB/

Dated

All correspondence should be in English language addressed to **Directorate of Central Procurement PAC Board Kamra** reference to Contract No and date, particularly in Bill of Lading / Airway Bill / Parcel, should invariably be quoted to facilitate linking with relevant cases by the agencies concerned.

26. AUTHORITY TO SIGN DOCUMENTS

The person signing the contract or any other document forming part of the contract on behalf of the Seller and Buyer be deemed to warrant that he has authority to bind the seller and buyer to the terms and conditions of the contract signed.

27. LICENSES

It will be the responsibility of the Seller to obtain from the Government concerned all permits and export licenses, etc; required to enable each consignment to be shipped immediately upon receipt of the shipping instructions from the Purchaser or any officer appointed on his behalf.

28. SUBLETTING

The Seller will be entirely responsible for the execution of the contract in all respects according to the terms of the contract. The Seller is not to sublet transfer or assign the contract or any part thereof without prior written permission of the Purchaser.

29. ARBITRATION

All matters of dispute or difference, except regarding rejection of stores by the inspector and or cancellation of the contract by the Purchaser arising out of this agreement between the parties hereto, the settlement of which is not otherwise specially provided for in this agreement, be referred for adjudication to two arbitrators, one to be nominated by each party, who before entering on the reference appoint an umpire by mutual agreement and if they do not agree a judge of the superior court appoint the umpire the arbitration proceedings be held in PAC Kamra under Arbitration Act, 1940. The arbitration award be un-spoken.

30. CONTRACT COMPLETION, NO DEMAND CERTIFICATE

The Seller shall submit a Contract Completion Certificate stating that all. Supplies and Services contracted for under this Contract have been successfully delivered / performed. Whereas concurrently the Purchaser acting through the End User will certify through a No Demand Certificate, within three (3) months of receiving the Contract Completion Certificate from the Seller, that all demands have been fulfilled as per terms and conditions of this Contract.

(SELLER)

(PURCHASER)

31. DECLARATION

(The Seller) hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing (The Seller) represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form GoP, except that which has been expressly declared pursuant hereto.

(The Seller) certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

(The Seller) accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be avoidable at the option of GoP. Notwithstanding any rights and remedies exercised by GoP in this regard,

(The Seller) agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by (The Seller) as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

32. SECURITY

The name of PAC Board Kamra shall never be disclosed in any form as client.

(SELLER)

(PURCHASER)

Contract No. PACB/ _____
Dated _____

Annex “ I “

WARRANTY/GUARANTEE CERTIFICATE

Firm's Name **M/S** _____.

Contract No. **PACB/** _____ **DATED** _____

1. We hereby guarantee that the services provided against the above contract are in all respect in accordance with the relevant terms of the contract and that the materials used, whether or not of our manufacture, are in accordance with the latest approved standard specifications complete, are of good workmanship/quality throughout. In case of non satisfactory performance necessary action may be taken against us as per contract.

2. In case of our failure to provide the services as per contract we will refund the relevant cost.

3. The Warranty/Guarantee will remain valid for 12 months after the receipt of stores by the consignee/installation of the equipment.

Seal

Signature _____

Name _____

Status in the Firm _____

Date _____

(SELLER)

(PURCHASER)