

# PAK AB SABALAN IRAN

## PROPOSAL FOR CCM 24E HIGH SPEED CAP COMPRESSION MACHINE RATED SPEED: 36000 Caps/hr (2925 1.25g - 1.3g)

QN.1624-PAK151223-GS-CCM24E



SURE TECHNOLOGIES F.Z.C.

P.O. Box:9192, Sharjah - U.A.E

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Website: www.sureintl.com



# GENERAL INFORMATION

## PROJECT DETAILS

### CUSTOMER DETAILS:

**Customer's Company Name:** Pak AB Sabalan  
**Address:** Iran

### GENERAL DETAILS:

#### SITE DATA AND UTILITY REQUIREMENTS

**Max outside Temperature:** 45°C  
**Min Temperature:** 25° C

#### ELECTRICAL SPECIFICATIONS

**Voltage AC (V) :** 415V  
**Frequency (Hz) :** 50 Hz  
**Phases :** 3 Phases

### CAP MACHINE:

Equipment	Power
Total Installed Power (Including Cap Machine Auxiliaries)	159 Kw

# CAP COMPRESSION MACHINE

# CAP COMPRESSION MACHINE



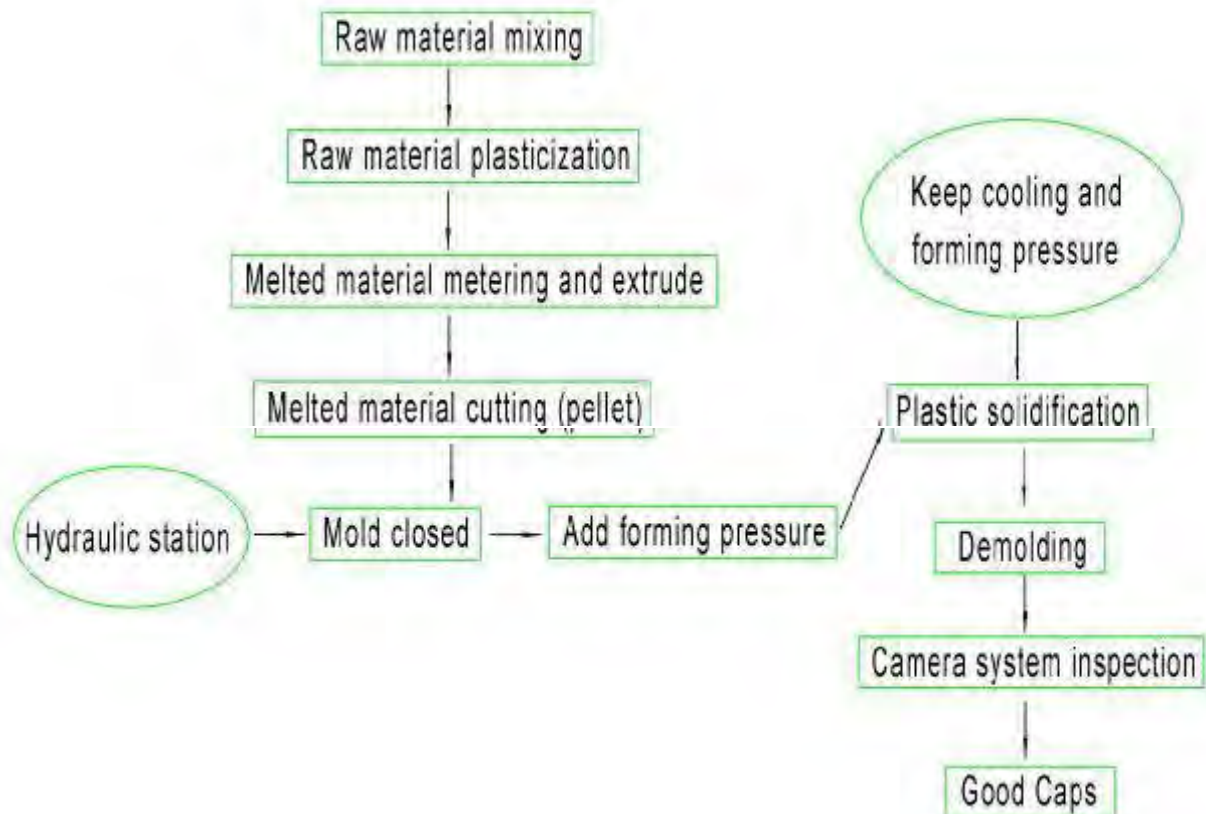
CCM-36



### ◆ Working Principle Descriptions:

The cap compression molding machine adopts hydraulic clamping, low pressure release mode and continuous flow manufacturing plastic cap. Granular plastic raw materials by high temperature melting by extruded from the discharge port extrusion machine, the cutting wheel, evenly distributed to each mold chamber, eventually forming in mold cavity.

- The main part of cap compression machine--rotary table, made of integral casting, using imported machine tool processing, guarantees the excellent finish and concentricity,it have high strength and long using-life
- The material of molds are made of imported materials, with long using-life, the cap is stable in quality.
- All sliding parts contact surface using self lubrication, abrasion resistance: the forming parts after surface treatment hardening, friction surface is small.





**Moulds**



**Rotary Table**

## ◆ **Technological Process:**

This product combines extrusion, molding, rotational molding technology advantages, and the original on the multimode high speed rotary compression molding process.

Our compression machine with quantitative feeding, no pouring system, without waste material in the runner scraps and flash, forming a high rate of raw materials; raw material is heated and plasticized, small shrinkage and deformation, beautiful forming; With the continuous flow manufacturing cap, low energy consumption, production efficiency and high rate of finished products.

### ① Quantitative feeding

The mold position on the transmission system shaft is moving by motor, drive the pneumatic scraping according to the pre-set speed simultaneously. The plasticized material with a constant weigh extrudes and rotates with the pneumatic material scrapping system. When the pellet is just on the top of the lower mold, force from the air hole blows it into the mold cavity.

### ② Rotary type upper and lower compress molding

When main shaft of cap compression molding system continuously rotates transmitting the big upper and lower wheel of the mold plate rolling on the surface of the upper and lower cam, it drives the punching rod upper and lower mold on the mold plate moving up and down. The lower mold is pushed upward and closes with the upper mold to compress the plastic pellet for forming cap. At the same time, the rotary tray moves with high speed. Multi molds are positioned on the rotary tray rotating with the main shaft. Each mold's up and down movement is controlled by a lifting device to fulfill the cap compression action to realize continuous cap production.

### ③ Cooling molding

The material be solidified completely and form a qualified cap only under a certain molding temperature, pressure, and time.

Too long or too short time will have bad effect on cap quality. Heat distribution and cooling rate are the most important factors when the cap is cooled close to room temperature. If uneven cooling or not timely, cap will deforms because of mate residual stress. In order to keep the precision of cap dimension, we adopt small volume cavity cooling system cooling the cap completely on time.

### ④ Pneumatic assist release

When the plastic solidification and cooling process finishes, the demolding process begins. The lower mold moves downward. Transmission fork on the upper mold moves downward causing stripper moving downward to demold the plastic cap. Airflow goes through the interspaces into the plastic cover, to make a pressure difference between the inside and outside of the cap. This pressure difference forms a little cap expansion which is helpful to the stripper demolding the cap. This cap expansion avoids damage to the cap and improves demolding efficiency.



## ◆**Compression advantages:**

<b>Compare point</b>	<b>Jeepine CCM</b>	<b>Injection Machine</b>
<b>production efficiency</b>	<ul style="list-style-type: none"> <li>• With the continuous flow manufacturing cap.</li> <li>• Change materials and molds are very convenient, and reduce the waste of materials.</li> </ul>	With the batch type produce
<b>The power of producing (1000pcs caps)</b>	<ul style="list-style-type: none"> <li>• 2.4 KW, saves a lot of cooling water</li> </ul>	4 KW
<b>The utilization rate of raw materials</b>	<ul style="list-style-type: none"> <li>• Because the machine mold cavities are independent, not connected with the hot runner extruder, high material utilization rate reached 99%.</li> </ul>	70%
<b>The performance of cap</b>	<ul style="list-style-type: none"> <li>• The heating temperature and the cooling temperature adjusting processing plastic materials can make the cap has a better and more stable shape.</li> <li>• Press the caps without injection point (gate) and is more beautiful, the printing effect is better.</li> <li>• shrinkage rate is small</li> </ul>	<ul style="list-style-type: none"> <li>• Cap tolerance is big</li> <li>• Injection point</li> <li>• shrinkage rate is high</li> </ul>
<b>Invest cost</b>	<ul style="list-style-type: none"> <li>• In the bottle cap mass production requirements is very high, the investment is relatively small.</li> <li>• compact structure</li> <li>• small ground area,</li> <li>• simple operation</li> <li>• Convenient repair.</li> </ul>	<ul style="list-style-type: none"> <li>• Big ground area,</li> <li>• Repair cost is high with long time.</li> </ul>

# Technical Data:

15/12/2023

Main Specification		Unit	CCM-24E
Raw Material		HDPE/PP	
Max. cap nominal diameter		mm	35
Max. cap nominal height		mm	22
Cap weight ( for 2925 neck)		g	1.25g (+/- 0.1gr Tolerance)
Number of cavities		Cavity	24
Rated Capacity (1881 neck)		Pcs/ hour	36,000
Main machine Rated Power	Compression motor	Kw/h	5.5
	Extruder motor	Kw/h	22
	Hydraulic motor	Kw/h	45.5
	Extruder heating ring	Kw/h	48.25
	Metering Pump, Vacuum pump motor & Conveyor belt motor	Kw/h	7.37
	Total	Kw/h	128.62
Auxiliary equipment Rated power	Air cooled chiller (3 set)	Kw/h	22.5
	Slitting machine	Kw/h	3.5
	Inspection system, Cap cooler , Master batch doser & Resin loser	Kw/h	4
Total power		Kw/h	158.62
Voltage/Frequency	415V /50Hz ( power parameter can be adjusted in different counties )		

\* Note: Air Condition area required for CCM-24E.

## ***Configuration List***

Item	Name	Type/Brand
1	PLC	(AB)
2	Transducer	(AB)
3	Touch screen	(AB)
4	Motor starter	ABB
5	switch	ABB
6	Optoelectronic switch	(LEUZE)
7	Proximity switch	(SICK)
8	Air switch	ABB
10	Temperature controller	Temperature is controlled by internal program
11	solid state reply ( include heat sink)	(CARLO GAVAZZI)
12	Vacuum pump	(RUFUS) / (ZHONGDE)
13	Extrusion system	(JeePine)
14	Hydraulic system	(JeePine)
15	Extruder Motor	(SIEMENS) / (DongGuang)
16	reduction box	(GUOMAO)
17	Main drive motor reducer	SEW
18	oil valve	(JeePine)
19	oil cylinder	(JeePine)

**Note: The list will be update by seller according to the situation.**

***Spare Parts:***

Item	Name	Type	Qty	Unit
1	Blow valve		5	pcs
2	Oil cylinder		2	pcs
3	High speed valve		2	set
4	Pull rod		2	set
5	Pull rod spring		10	pcs
6	Timing belt of scraper module		2	pcs
7	Cutter holder		2	pcs
8	cutter inner sleeve		2	pcs
9	Cover		2	pcs
10	blade		10	pcs
11	blade rod		5	pcs
12	Quincunx shaped elastic coupling pad		1	pcs
13	nozzle		1	pcs
14	conveyor belt		1	pcs
15	sealing parts package of the forming unit		1	set
16	sealing parts package of pneumatic and hydraulic system		1	set
17	sealing parts package of oil pressure rotation system		1	set
18	sealing parts package of oil cylinder module		2	set
	brake sealing parts package			
	hydraulic station sealing parts package			
19	installation package of sealing parts		1	set

20	Connector	PL601	10	pcs
21	Connector	PL802	20	pcs
22	Connector	PL804	5	pcs
23	Connector	PL1002	5	pcs
24	Connector	PL1004	5	pcs
25	Connector	PL1203	5	pcs
26	Connector	PL1604	5	pcs
27	Connector	PC6-M8	5	pcs
28	Connector	PC802	20	pcs
29	Connector	PC1604	5	pcs
32	Silencer	B01	1	pcs
33	Silencer	B02	1	pcs

NOTE: The list will be updated by seller according to the actual situation.

# COMMERCIAL OFFER



SURE TECHNOLOGIES F.Z.C.

P.O. Box:9192, Sharjah - U.A.E

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5574757 Email: [sure@emirates.net.ae](mailto:sure@emirates.net.ae)

Website: [www.sureintl.com](http://www.sureintl.com)



## TERMS AND CONDITIONS

This Proposal (hereinafter called "the Proposal") made on 15<sup>th</sup> December, 2023. .

Between

**Sure Technologies FZC**, organized and existing under the laws of U.A.E, with its principal place of business at P.O. Box: 9192, Sharjah, United Arab Emirates(UAE) hereinafter referred to as "the Seller "and represented in this agreement by Mr. Jinesh Jain, Executive Director.

And

**Pak Al Sabalan**, organized and existing under the laws of IRAN, with its principal place of business at IRAN hereinafter referred to as "the Buyer" and represented in this agreement by Authorized Representative.

as per following schedules:

### PRICE SCHEDULE

Contract value: \$ **465,000.00** ( Four Hundred Sixty Five Thousand Only)

Contract currency: United States Dollars

### DELIVERY TIME SCHEDULE

Delivery period: 6 months Ex-Works from receipt of Advance and all Technical documents duly signed and approved

### PAYMENT SCHEDULE

50% Advance Payment Along with PO

50% Prior to shipment

### WARRENTY

Warranty period shall be 12 months calculated from the date of acceptance but not later than eighteen (18) months from date of shipment, whichever comes first

## BANK ACCOUNT SCHEDULE

Company Name:	Sure Technologies FZC
BANK DETAILS:	DUBAI ISLAMIC BANK
Bank Address:	SOUQ Branch, Dubai (United Arab Emirates)
USD Account Number:	002521208652801
IBAN NO:	AE210240002521208652801
Swift code:	DUIBAEAD

## SIGNATURE SCHEDULE

**SURE TECHNOLOGIES FZC**

P.O.Box: 9192

Sharjah, UAE

Tel: +971-4-2869 111

Fax : +971 4 2869222

**Pak Al Sabalan**

IRAN

For **Sure Technologies FZC**

For **Pak Al Sabalan**

.....  
Mr. Jinesh Jain,

Executive Director

تكنولوجيا (ش.م.ح.)  
**SURE TECHNOLOGIES (FZ )**  
 P.O. BOX : 9192 SAIF ZONE SHARJAH - U.A.E.

.....  
*Authorized Representative*



### EQUIPMENT SCHEDULE

EQUIPMENT SCHEDULE				
A.CAP COMPRESSION MOLDING MACHINE 24 CAVITY (CCM).		Qty	Unit Price (US \$)	Total Price (US \$)
1	<b>CCM-24E CAP COMPRESSION MOLDING MACHINE(CCM)</b> Output- 36,000 Pcs/Hr (Based on 2925neck , 1.25 - 1.3gr cap weight)	1	284,000.00	284,000.00
2	Mould for 2925neck , 1.25 - 1.3gr cap weight	25	4,000.00	100,000.00
3	Color Master Batch Machine + Auto Feeder + Hopper	1	6,500.00	6,500.00
4	Cap Cooling Machine (Cap Cooler)	1	5,000.00	5,000.00
5	Slitting Machine + Sorting Machine + Elevator	1	24,000.00	24,000.00
6	Cap Inspection machine (1 camera)	1	22,000.00	22,000.00
7	Air / Water Cooled Chiller	3	5,000.00	15,000.00
8	Spare Parts (As per the attached sheet)	1	Included	
<b>TOTAL PRICE-A</b>		<b>US \$</b>	<b>456,500.00</b>	
B. EQUIPMENT FORWARDING, START UP & COMMISSIONING				
9	Sea worthy Export Packing with Fumigation + FOB			5,000.00
10	Installation & Commissioning Charges ( Excluding Air Fare, Visa, Accommodation, Food & Local Conveyance.)			10,000.00
<b>TOTAL PRICE-B</b>		<b>US \$</b>	<b>15,000.00</b>	
SUMMARY PRICES				
A	CCM24E CAP COMPRESSION MACHINE			456,500.00
B	EQUIPMENT FORWARDING, START UP & COMMISSIONING			15,000.00
<b>TOTAL PRICE (FOB BASIS)</b>		<b>US \$</b>	<b>471,500.00</b>	
<b>SPECIAL OFFER</b>		<b>US \$</b>	<b>653,215.00</b>	
<b>SPECIAL OFFER</b>		<b>AED</b>	<b>1,700,000.00</b>	

## GENERAL CONDITION OF CONTRACT

### DEFINITION of TERMS

For the purpose of these General Conditions, duly negotiated between the Parties, the words below shall have the meanings herein assigned to them, except where the context otherwise require & **"Contract"** shall mean the entire agreement between the Purchaser and the Seller, including the General Conditions, the Special Conditions and the Technical Conditions, defining the terms and conditions mutually agreed between the Parties for the performance of the Works as defined hereinafter.

**"Price"** shall mean the sum indicated in the Special Conditions as the Price for the Works.

**"Day"** shall mean calendar day.

The **"Effective Date"** shall mean the date upon which all the conditions listed in Article I hereunder shall have been fulfilled

**"Equipment"** shall mean machinery, apparatus, materials, items, and goods of all kinds other than Seller's tools as defined in the Technical Conditions.

**"Offer"** shall mean the firm commercial quotation issued in writing by the Seller to the Purchaser for the performance of the Works.

**"Order"** shall mean the order issued by the Purchaser under the Contract as acceptance of the Offer for the performance of the Works by the Seller.

**"Party(ies)"** shall mean individually or collectively the Purchaser and for the Seller, **"Purchaser"** shall mean the individual or the company as indicated in the Special Conditions who has issued the Order for the Works said who shall pay for it.

**"Saleable Production"** shall mean the fact for the Purchaser to start industrial use of the Works.

**"Seller"** shall mean the company indicated in the Special Conditions and whose Offer has been accepted by the Purchaser by issuing the Order

**"Services"** shall mean any of the services to be performed by the Seller for the Purchaser pursuant to the Contract as exhaustively identified in the Technical Conditions.

**"Site(s)"** shall mean the place(s) where the Equipment is to be installed and where the Technical Acceptance Tests are to be carried out.

**"Technical Conditions"** shall mean an technical data, characteristics and performances of the Works.

**"Technical Acceptance Certificate"** shall mean the written declaration signed by the Seller and the Purchaser that the Works have been completed and that the Equipment performs according to the Technical Conditions.

**"Technical Acceptance Tests"** shall mean the formal testing conducted by the Seller in accordance with the Technical Conditions to determine whether the Works, or applicable portion of the Works, conform to the acceptance criteria defined in the Technical Conditions.

**"Time Schedule"** shall mean the time period to perform the Works.

**"Works"** shall mean the Equipment to be provided and Services and work to be performed by the Seller under the Contract

The Contract shall be deemed to have been entered into upon the Effective Date on which the following conditions shall have been met:

- signature of the Contract by both Parties or receipt by Purchaser of Seller's written acknowledgement stating its acceptance of the Order,

- the down-payment or the payment securities provided for in the Contract is duly received by the Seller; and

- any other conditions as may be specified by mutual agreement in the Special Conditions

The Contract shall govern all quotations, offers, orders, order confirmations, invoices, sales and contractual or pre-contractual relations between the Parties and shall prevail over any conflicting clauses contained in the Purchaser's general terms and conditions of purchase. No modification from these General Conditions shall be considered as accepted until it has been previously agreed to in writing by the Seller in the Special Conditions or in a written amendment making specific reference to these General Conditions. All agreements and legally relevant declarations of the Parties to the Contract must be in writing in order to be valid.

Declarations in writing form which are transmitted by or recorded on electronic media will be equated with written declarations when specifically so agreed by the Parties.

### 2. Time for completion and delivery

The Seller shall perform the Works in accordance with the Time Schedule specified in the Special Conditions and have the Works ready for the beginning of the Saleable Production,

The Purchaser shall make available to the Seller, at the Purchaser's total expenses and full liability:

- within three (3) weeks from the Contract signature or the

Seller's writing acceptance of the Order, technical designs, data, samples and any and all information, which are necessary or helpful for the completion of the Works, and

- At latest sixty (60) days before the date of shipment (unless otherwise provided in the Technical Conditions), all technical designs, data, samples and any and all information necessary to run the inspection tests of the Works or any part of it on Seller's premises; and

- At latest forty-five (45) days before the date of shipment (unless otherwise provided in the Technical Conditions), any information necessary for organizing the delivery and the shipment.

Failing specific information, the Seller can follow its standard procedures for shipment and exchange of documents.

If the Purchaser fails to accept the Works on the agreed date, he shall nevertheless make the corresponding payment conditional as if the Works had been performed. The Seller shall arrange for storage and insurance of the Equipment at the risks and costs of the Purchaser.

If the Purchaser, except in the case of force majeure or breach solely attributable to the Seller, fails to accept the Works within three (3) months after the agreed date, the Seller shall be entitled, by giving notice by registered mail to the Purchaser and without requiring the consent of any Court, to terminate the Contract and to keep any payment received. He shall furthermore be entitled to claim, any and all damages suffered.

Unless otherwise agreed in the Special Conditions, should there be a delay of more than four (4) weeks in the beginning of the Saleable Production as specified in the Time Schedule for reasons exclusively attributable to the Seller and provided that it is established that the Purchaser has incurred a damage as a result of this delay, the Seller shall pay the Purchaser, and the Purchaser will accept from the Seller, as compensation for such delay of more than two (2) weeks, liquidated damages equal to zero point twenty five per cent (0.25%) of the RA Price for the delayed items for each week of delay after the first two (2) weeks of grace period. Unless otherwise agreed in the Special Conditions, liquidated damages for delay shall in no case altogether exceed two per cent (2%) of the FCA Price. Subject to and after reaching the maximum liquidated damages for the delayed Saleable Production, Purchaser shall grant Seller a reasonable extension of time in writing.

The Seller will pack the Equipment in a manner suitable to protect the Equipment during its transport. If Purchaser requires packaging which differs from the Seller's standards, such special packaging requirements shall be at additional cost and Purchaser shall be solely responsible for any damage resulting there from.

The Seller reserves its right to deliver the Equipment in separate elements, unless otherwise agreed. The Seller shall send the necessary documentation with each package.

### 3. Force majeure

If at any time during the term of this Contract the performance in whole or in part by either Party of its obligations under this Contract shall be prevented or delayed by reason of governmental action, hostilities, war (whether declared or not), acts of a public enemy or of terrorism, civil commotion, any imminent threat of the preceding, sabotage, fire, flood, explosion, epidemic, Acts of God, quarantine, strike or lock-out, disturbance in supplies from normally reliable sources or any other event beyond the reasonable control of the Party concerned

(hereinafter referred to as a "Force Majeure Event"). Notice of the happening of such Force Majeure Event shall then be given by the affected Party to the other Party. Neither Party shall by reason of such Force Majeure Event be entitled to terminate this Contract nor shall either Party have any claims for damages against the other in respect of such non performance or delay in performance. Performance of this Contract shall be resumed as soon as practicable after the end of such Force Majeure Event. Provided that if the performance in whole or in part of any substantial obligation under this

Contract is delayed by reason of any such Force Majeure Event for a period exceeding three (3) months, the Parties shall meet and review in good faith the desirability of terminating or continuing this Contract. Neither Party shall be entitled to damages resulting from any such termination. However the Seller shall be entitled to the due payment of the Works already performed.

### 4. Price, Payment Conditions

The Price is firm and definitive for the performance of the Works in accordance with the Time Schedule. All payments shall be made in accordance with the Time Schedule and the terms and conditions as specified in the Special Conditions.

Price does not include import duties or taxes, stamp taxes, VAT, sales taxes or any other fee, levy or charge of any kind whatsoever levied in the Purchaser's country resulting from the conclusion or performance of the Contract (hereinafter collectively referred to as "Taxes"). These Taxes shall be borne and paid by the Purchaser.

Should the Seller, its assignees, subcontractors and/or their respective employees be obliged to pay directly any of such Taxes, the Purchaser shall reimburse them in full in the same currency as the currency of the payment effected by them within forty five (45) days of presentation of the corresponding documents.

If the above conditions would not be applicable as per law the Seller will have the right to increase the Price stipulated in the Contract by the effective tax impact. At its own expense, Purchaser shall be responsible for

- (a) obtaining any and all necessary import licenses and any other import authorizations for the Equipment;
- (b) clearing the Equipment and related materials through local customs; and
- (c) paying any and all duties, taxes fees, levies and other charges related to the in-country customs clearing process.

Seller shall be responsible for the provision of necessary documents in the appropriate form to assist Purchaser in performing its customs clearance responsibilities.

In the event of a delay in payment, the Purchaser shall be liable, as of right, for late interests as from the date payment was due, at a rate of seven percentage (7%) points spread over the rate applied by the UAE Central Bank at its most recent refinancing operation or the highest rate allowable by the applicable law. Any delay in payment shall entitle the Seller to suspend or interrupt its performance, including the Service for which payment is late. In case of a dispute, the Purchaser shall have no right to set off or withhold any payment due.

## 5. Passing of Risks

Unless otherwise provided for in the Special Conditions, Price, delivery and time upon which the risk of the Equipment shall pass to the Purchaser, shall be deemed to be fixed in accordance with "FC.A" clause of the International Rules for the Interpretation of Trade Terms of the International Chamber of Commerce (Incoterms 2000). In any event, the Purchaser must insure the Equipment sold for its full replacement value from the time the Seller has delivered the Equipment pursuant to the applicable Incoterm until actual receipt on the Seller's bank account of the entire Price. The Seller shall be noted on its insurance policy as a loss and damage payee in proportion to the price of the Equipment still due.

## 6. Variations

Any variation, addition or amendment to the Works requested by the Purchaser after the Contract signature is subject to previous written agreement between the Parties, with reference to the corresponding adjustments of the Price and Time Schedule.

## 7. Regulation in force and safety rules

Seller shall not be under any obligation to perform the Works, Order and other obligations under the Contract if that performance is Modeled by the applicable export laws and regulations of China, Italy and Belgium. Unless otherwise agreed upon in the Technical Conditions, the Works shall comply with those standards and regulations in force in the EC at the date of the Contract signature. Additional or other safety rules shall be supplied to the extent as having been expressly agreed upon.

Each Party shall, with the assistance of the other Party, cause its employees (trainees / instructors / technicians / supervisors / representatives) to comply with all administrative requirements (such as but not limited to: visas, medical certificates, entry, residence and work permits), in accordance with the applicable regulations and shall bear all related costs. Each Party shall maintain strict discipline and good order among its employees and shall cause them to observe all regulations

and safety rules applicable on the relevant premises.

The Parties shall agree on the working hours and working days of the employees in accordance with the applicable regulations. However, the employees shall be entitled to observe their own religious holidays. In the event of accident or illness of an employee during its assignment to the other Purchaser, whether such accident or illness occurs in the course of its assignment or during off time, shall ensure that the employee has access to the best locally available medical treatment or that the employee can be repatriated as soon as possible according to the physician's opinion or the employee's request. Any cost thus incurred by Purchaser shall be finally borne by the employer. In the event of death, the employer, with the other Purchaser's best assistance, shall arrange for the repatriation of the deceased and the employer shall bear all relevant cost.

## 8. Retention of title

Unless otherwise agreed upon, Equipment shall remain the property of the Seller and the Seller shall have title thereto and a pledge and hypothecation thereof for security

purposes, until full payment of the total Price has been received on the Seller's bank account and the Purchaser has fully performed all of his obligations pursuant to the Contract. The title retention shall not affect the transfer of risks as specified in Article 5.

## 9. Technical Conditions and responsibility

### 9.1 Seller's responsibility

The Seller shall be responsible for performance of the Works in accordance with the Contract and shall perform all the tasks which are under Seller's responsibility according to the Technical Conditions. Any other task which is not under the Seller's responsibility in the Technical Conditions is under the Purchaser's responsibility.

**9.2 Purchaser's scope of responsibility** Its the responsibility of the Purchaser to perform all tasks which are not in the Technical Conditions, including but not limited to the following tasks :

a) Prepare Site(s), perform all environmental works (such as but not limited to approaches, civil works, foundations, structures) and verify environment in accordance with the Time Schedule and the Technical Conditions ; carry out promptly any modification of the Site (s) which do not conform with the environmental specifications as specified in the Technical Conditions;

b) Make available on the Site(s) for use by the Seller for the purposes of the Contract, such supplies or electricity, water, gas, air and other services as may be specified under the Technical Conditions, at the point specified in the Technical Conditions;

c) Ensure and maintain continuously for the Seller's benefit, all rights of access to the Site (s) including as the case may be

roads, rights of passage on third parties' property, all building and other permits, consents, way leaves and approvals as may be necessary under local regulations for performance of the Contract;

d) Operate for the purposes of the Contract, at Seller's request, any suitable lifting equipment belonging to the Purchaser that may be available on the Site(s) and of which details are given in the Technical Conditions.

e) Carry out the customs clearance and transportation to Site(s), obtain import permits and licenses required for any part of the Works in accordance with the Time Schedule ;

f) Regularly during the Contract performance, clear away and remove from the Site (s) all rubbish and provide Seller with a space on the Site(s) to put surplus and materials.

Failure of the Purchaser to any obligation provided for in the Contract, particularly but not limited to the case of a Purchaser's delay in making any payment, will entitle the Seller to suspend the performance of its obligations and the additional costs reasonably incurred by the Seller in consequence thereof shall be added to the Price. The Time Schedule shall be automatically extended for the actual duration of the suspension.

Should failure of the Purchaser continue for a period of three (3) months, at the expiry of this period the Seller shall automatically be entitled, by giving notice by registered letter to the Purchaser, and without requiring the consent of any Court, to terminate the Contract and, therefore, to recover from the Purchaser all damages suffered.

If the Purchaser delays in the agreed terms of payment, it shall automatically be liable, for interest with effect from the agreed date on which the payment was due at a rate depending on the terms prevailing at the Seller's domicile or agreed upon between the Parties in the Special Conditions.

#### **10. Installation and tests of the Equipment**

After the Equipment reaches the Site(s), the Seller shall carry out the Supervision of installation and test work if these are by Contract part of its obligations.

In this case the Seller shall provide, in due time and according to a work schedule mutually agreed, the necessary personnel to carry out the works.

The Purchaser shall provide a team of qualified assistants, namely mechanics, fitters, electricians, welders, laborers, all the necessary lifting equipment, tools, as well as facilities and services, with quantity

and quality and in time as specified by the Seller.

Once the installation of the Equipment is completed, the Seller's personnel will begin the tests of the said Equipment, as a whole for the length of time deemed necessary for the size or the complexity of the Equipment and the number of packages to be tested according to the agreed work schedule. In order to allow both proper installation and tests, the Purchaser will supply, free of charge, products and packaging materials with a quality corresponding to the Technical Conditions and in a sufficient quantity for continuous operation of the Equipment.

Should the installation and test work be postponed, interrupted or extended in respect of the agreed work schedule, for reasons beyond the Seller's control, then the Seller shall have the right to be reimbursed by the Purchaser for all costs and expenses resulting from said postponement, interruption or extension, and the Purchaser shall nevertheless make the relevant payment as if the Works had been completed and the Technical Acceptance Certificate had been issued. The Seller shall notify in writing claims to the Purchaser within a reasonable time.

#### **11. Beginning of the Saleable Production**

As soon as the installation and tests will be completed, the Seller will inform the Purchaser that the Works are ready for the start of the Saleable Production. Within seven (7) days from the above mentioned notification, the Saleable Production will be jointly verified by the Parties. Upon the start of the Saleable Production, the Purchaser is liable for operating the Works according to the Technical Conditions, without prejudice to the Seller's obligation warranties.

Effective from the date of the start of the Saleable Production or within ten (10) days from notification of completion of installation and tests, then the responsibility for the running and maintenance of the Equipment shall pass to the Purchaser, together with any and all risks anyhow connected

with the Equipment which would not have passed to the Purchaser according to the FCA Incoterm

The warranty, as provided for by subsequent Article 13, will run from the date of the Technical Acceptance Certificate, or else from the actual beginning of the Saleable Production, but not later than eighteen (18) months after the delivery.

#### **12. Technical Acceptance Tests**

If provided for by the Contract, after the beginning of the Saleable Production, the Seller will indicate the Purchaser when the Equipment will be ready for the Technical Acceptance Tests to be carried out by the Seller's personnel with the attendance of the Purchaser's qualified and trained operators. Within ten (10) days following the above-mentioned notification, the Technical Acceptance Tests shall be carried out on the basis of DIN 8782 and the relevant standards described in the Technical Conditions, on one single basic product/package size during eight (8) continuous hours, after verifying that packaging materials and utilities correspond to the Technical Conditions of the Contract. The Tests will be considered satisfactory if the performance of the Equipment fulfils in quantity and quality of production the Technical Conditions specified in the Contract. In this case, the Parties will be held to sign the Technical Acceptance Certificate. Equipment efficiency ramp up schedule will take 15 days for 30% of agreed efficiency, another 15 days for 70% of agreed efficiency and finally last 15 days for 100% of agreed efficiency as per equipment schedule.

In case of unjustified failure from the Purchaser to sign the Technical Acceptance Certificate within ten (10) days from the satisfactory implementation of the Tests, the Equipment shall be deemed to have been duly accepted by the Purchaser. Minor defects not affecting the overall performance of the Equipment do not prevent the signature of the Technical Acceptance Certificate. The Purchaser will have the possibility to notify the reservations on the Technical Acceptance Certificate. The Seller undertakes to waive those reservations as soon as possible. If by reason of any act or omission of the Purchaser or a third party, the Seller is prevented from carrying out the Technical Acceptance Tests, the Equipment shall be deemed to have been duly accepted by the Purchaser and, particularly, the Purchaser shall make the payments conditional on this Technical Acceptance.

Should the Technical Acceptance Tests not take place or should they not be satisfactory implemented according to the scheduled date, due to reasons imputable to the Seller, then the same Tests could be postponed or repeated, upon written request of the

Seller, for a period as the Seller and the Purchaser agree, and the following provisions shall apply:

(a) During the period of time before the Technical Acceptance Tests, the Seller shall have the right to carry out all the tests and improvements which he shall deem useful or necessary to bring the Equipment to comply with Technical Conditions. The Purchaser shall make available to the Seller free of charge the equipment, the products and all the materials necessary for said activities;

(b) At the appropriate time the Seller will inform the Purchaser when the Equipment is ready for the new Technical

Acceptance Tests to be carried out by the Seller's personnel with the attendance of the Purchaser's qualified and trained operators. Within two (2) weeks from the above-mentioned notification, the new Tests will be carried out.

In the event that the minimum efficiency level provided for in the Technical Conditions is not met at the last Technical Acceptance Test, the Purchaser shall be entitled to claim liquidated damages equal to zero point twenty five per cent (0.25%) for each zero point one percent (0.5%) of efficiency lower than the warranted level under the Contract. Liquidated damages for under-efficiency shall in no case whatsoever altogether exceed two point five percent (2.5%) of the Price. Subject to and after reaching these maximum liquidated damages for under-efficiency, the Purchaser shall be entitled to refuse signing of the Technical Acceptance Certificate and, provided that the Seller refuses to replace the Equipment, the Purchaser shall be entitled to terminate the main contract. In this case, the above liquidated damages for under-performance shall be cancelled and the Purchaser shall be entitled to claim only refund of the money already paid against return of the deliveries supplied.

Payment of liquidated damages for under efficiency shall be final and in full satisfaction of the Seller's liability for lack of efficiency and all further claims of the Purchaser due to under efficiency, especially, but not exclusively, due to direct and indirect damage, consequential damage, lost profit, lost earnings etc. are excluded, regardless for whatever reason.

Seller will not be liable for any failure of performance which is attributable to inefficiency of workmanship or material of poor quality provided by the Purchaser or to environmental conditions.

Deficiencies of any kind in the Equipment or Services shall entitle the Purchaser to the only rights and claims expressly stipulated in Articles 12 and 13.

### **13. Warranty**

The Seller warrants to the Purchaser that, on the issue of the Technical Acceptance Certificate, the Equipment (subject to these conditions) has been manufactured to satisfy the Contract's Technical Conditions, using materials conforming with International standards, except otherwise provided for in the Technical Conditions, and with workmanship of good quality. In any case for a period of one (1) year, effective from the date of Technical Acceptance Certificate or else from the actual beginning of the Saleable Production (but not later than eighteen (18) months) from date of shipment, the Seller will remedy at its own costs any defect of the Equipment imputable to defective material, workmanship or design (with the exception of those designs delivered or anyway requested by the Purchaser and for which the Seller has disclaimed its responsibility in writing). No other warranty obligation shall be at the charge of the Seller. Common wear parts and consumables are excluded from the warranty.

Warranty from Supplier will be void, If any Parts bought through Non-Authorized channel.

During the warranty period, the Seller will correct or provide a turn-around solution within a reasonable period of time, any reproducible malfunctions of the software embedded in or

bundled with the Equipment (if any) in accordance with detailed provisions of the Technical Conditions.

The above warranties shall not apply to defects or damages arising from any of the following reasons: improper use, bad maintenance, modification without the written consent of the Seller, repairs incorrectly carried out by the Purchaser, non-compliance with operating manual and the directions for use, faulty replacement materials, normal wear and tear, exposure to conditions outside the range of the environmental specifications, or chemical, electronic or electrical influences which were not contemplated in the

Technical Conditions of the Contract. Electrical motors, electrical/electronic components and ancillary equipments are warranted to the same extent as that of the suppliers of these equipments.

The above warranty shall constitute the only warranty and sole remedy of the purchaser and the sole liability of seller; The warranties of this paragraph are in lieu of all other warranties, express or implied the implied warranties of merchantability and fitness for a particular purpose and all other warranties, representation and conditions, express or implied by statute, trade usage or otherwise are excluded and shall not apply to the equipment delivered, except for warranties which by law cannot be excluded or limited.

### **14. Limitation on Liability**

All cases of contractual breach and the relevant consequences as well as all rights and claims on the part of the Purchaser, irrespective on what ground they are based, are exhaustively covered by these General Conditions. In particular, any claims not expressly mentioned for damages, reduction of price, termination of or withdrawal from the Contract are excluded. In no case shall the Purchaser be entitled to claim damages other than compensation for costs of remedying defects in the Equipment or as those expressly specified herein.

Seller shall be liable only for damages directly caused by its own negligence. The Seller.

Shall under no circumstances be liable whether in contract, or otherwise for any indirect, immaterial or consequential loss or damage whatsoever, including without limitation, loss of business operation. Loss of use, loss of Anticipated business or profit, Or

Any other financial or economic loss even if foreseeable and resulting from seller's negligence.

Except in case of gross negligence or wilful misconduct, Seller's total liability, including applicable liquidated damages if any, for any other cause cannot exceed the aggregate amount of five percent (5%) of the Price.

In addition it is expressly agreed between the Parties that Purchaser shall use all reasonable efforts and take all reasonable steps in order to mitigate the loss incurred.

## 15. Arbitration

All disputes, controversies or claims arising in connection with this Contract will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said Rules unless the Parties agree on the choice of one arbitrator. The arbitration will take place in Dubai, UAE, in English.

## 16. Applicable law

The Contract shall be governed by and construed in accordance with UAE substantive law without regard to its conflict of laws provisions.

## 17. Confidentiality

17.1 For the purposes of the present Contract, the term "Confidential Information" shall mean all information in whatever form, tangible or intangible, including but not limited to all technical and/or financial information, documentation, software embedded in the Equipment, drawings, developments or improve and other unpublished information me nt s or processes, design, know-how obtained by either Party (the "Receiving Party") from the other Party (the "Disclosing Party"). All information not generally known outside of the Disclosing Party's organization shall be deemed to be Confidential Information.

17.2 Any and all Confidential Information shall remain the exclusive property of the Disclosing Party and/or its affiliated companies and Receiving Party shall not acquire any licence or other right of use in relation to any intellectual property of the Disclosing Party or any of its affiliated companies under the Contract except express stipulations in Article 18-1 hereunder.

Without prior written consent from the Disclosing Party, the Receiving Party shall neither disclose Confidential Information to a third party, nor use it for any purpose other than as required for the implementation of the Contract or the exercise of its rights hereunder.

The Receiving Party shall take such steps as may be reasonably necessary, and in any case at least the same care as to protect its own Confidential Information, in order to prevent the disclosure of any Confidential

Information to others, except to those of its employees, suppliers or subcontractors who are required to know such Confidential Information for the purpose of performing the Works and/or because they are directly responsible for the said Works. The Receiving Party shall ensure that its employees, suppliers or subcontractors - mentioned above - comply with said obligations.

Except to comply with applicable laws and regulations or as otherwise agreed upon by the Parties in writing, the Parties agree to keep the content of the Contract strictly confidential Any public announcement regarding said Contract shall be agreed upon in writing prior to any release thereof. 17.3 Notwithstanding the foregoing, the above obligations shall not be binding on the Receiving Party with respect to any Confidential Information which:

- (a) Is lawfully and demonstrably known to the Receiving Party prior to the time of disclosure;
- (b) Is in the public domain or subsequently comes into the

- (c) public domain, through no fault of the Receiving Party ;
- (d) Is received lawfully from a third party, who has not obtained such Confidential Information directly or indirectly from the Disclosing Party under an obligation to keep it confidential;

- (e) Is developed by the Receiving Party wholly independently as a result of its own efforts and without knowledge of the Confidential Information;

- (f) Is required to be disclosed by applicable law or governmental regulation or by any competent body or authority, provided that the Receiving Party shall notify the Disclosing Party of the information to be disclosed (and of the circumstances in which the disclosure is required) as early as reasonably possible before such disclosure. The Receiving Party shall take all reasonable actions to avoid and limit such disclosure.

17.4 The Parties acknowledge that no representation or warranty, express or implied, is made by the Parties hereto with respect to the truth, accuracy, completeness or reasonableness of Confidential Information exchanged.

17.3 In the event that this Contract is terminated for any reason whatsoever all such information deemed as "Confidential Information" or concerning prices and costs that has not at that time entered the public domain shall be returned to the owner Party immediately by the user Party, subcontractors and suppliers.

17.6 The obligation imposed on each Party or on subcontractors and suppliers under this article shall apply during the term of this Contract and shall survive for a period of five (5) years its expiration or termination.

## 18. Intellectual Property

18.1 The copyrights, patents, patent applications and any other intellectual property rights (hereinafter referred to as "the Intellectual Property Rights") over any documents, components and software embedded in or delivered with the Equipment, shall remain the exclusive property of the Seller. Except specific agreement, the foregoing applies without any limitation to the Intellectual Property Rights arising from or used in the execution of an order passed by the Purchaser. The Seller grants the Purchaser the limited non-exclusive, non transferable right to use the Intellectual Property Rights that are necessary to the working of the Equipment sold by the Seller. No other rights express or implied in connection with such Intellectual Property Rights are granted. Consequently, Purchaser undertakes not to manufacture or have third party manufacture Equipment or components of Equipment that are the object of an Intellectual Property Right. Furthermore, Purchaser shall make neither decompilation of the software supplied by the Seller, nor copy thereof, nor modification without express agreement from the Seller. Documents may only be copied for recording or strictly operational purposes. Any and all such copies shall contain the same proprietary and confidential notices and legends which appear on the original documentation.

The Seller's name and its logo are protected by trademarks and shall not be used for advertising or other purpose without

prior written agreement by the Seller.

18.2 Seller represents that, to the best of its knowledge, the Equipment does not infringe any industrial or intellectual property rights of third parties (hereafter "Third Party Rights").

Seller shall defend and settle, under the following conditions, claims based on the infringement of Third Party Rights by the Equipment supplied hereunder. The Seller shall at its expense and at its choice either indemnify the Purchaser or i) obtain the right to use the infringing Equipment, or ii) modify the Equipment so that it becomes non-infringing, or iii) replace the Equipment with non-infringing Equipment. Any indemnity will be based on the sales price of the Equipment invoiced to the Purchaser and, subject to Article 14, will be limited to the sums assessed by final judgment, or accepted by the Seller under a settlement. Seller's obligations hereunder are conditional upon Purchaser: i) giving prompt notice in writing of any claim or proceeding being made or threatened; ii) not making any admission, declaration or arrangement which may be prejudicial to the defense of such claim or proceeding; iii) allowing the Seller to defend and settle under its responsibility any proceedings or claims and affording all available assistance in connection therewith.

The Seller shall have no obligations hereunder with respect to infringements caused by: i) Seller's compliance with the Purchases designs or instructions; ii) use of the Equipment in a manner, for a purpose, or in a foreign country not agreed to in writing by the Seller; iii) the assembly, operation or use of the Equipment in combination with any product not supplied by the Seller, iv) the modification of the Equipment without the Seller's prior written consent.

### 19. Assignment subcontracting

The Seller shall be entitled to assign any or all of its rights and obligations under this Contract to any third party.

The Purchaser shall be entitled to assign any or all of its rights and obligations under this Contract provided that on such assignment the Purchaser will guarantee the obligations of the assignee under this Contract. This obligation shall be binding upon the Purchaser, its legal representatives, successors and assignees and inure to the benefit of the Seller, its legal representatives, successors and assignees.

The Seller shall be entitled to subcontract any or all of its rights and obligations under this Contract, including but not limited to the local portion of the Contract to any third party provided that on such subcontracting the Seller will guarantee the obligations of the subcontractor under this Contract.

### 20. Validation and Termination

This Contract will be in effect from the Effective Date until the completion of its obligations by each Party.

This Contract may be terminated prior to the natural expiration of its term as follows:

(a) Mutually, by Seller and Purchaser upon execution of a signed writing indicating the Parties' desire to terminate this Contract;

(b) Unilaterally, by the Purchaser where the Seller has materially defaulted in the performance of its substantial obligations

(i) to deliver in time provided Seller reaches the maximum liquidated damages for delayed Saleable Production and

Purchaser gives him an extent of time as stated under Article 2; (ii) to reach level of performance provided for in

Technical Conditions provided that the Seller has reached the maximum liquidated damages for under-efficiency and that the Seller has refused to replace the Equipment as stated under Article 12;

(c) Unilaterally, by the Seller upon delivery of a written notice to the Purchaser indicating that the Purchaser has materially defaulted in the performance of its obligations of payment under this Contract, provided that the Purchaser has not cured, or has not commenced to cure in a reasonable manner and with due speed, the material default within forty-five (45) days of receipt of such notice;

(d) Unilaterally, by one of the Parties indicating the intention to so unilaterally terminate this Contract, in case of bankruptcy (or similar proceedings) or dissolution (whether the dissolution is voluntary or is the result of an act of government) of the other Party to this Contract.

Upon termination of this Contract except in case b) here above, Seller's performance obligations under this Contract shall cease and Purchaser shall pay Seller:

(a) The balance of any and all payments due to Seller for Equipment delivered and Services provided up to and including the date of termination;

(b) Reasonable costs (direct and indirect) of all Equipment in progress as of the date of termination, including tools, parts and material in inventory.

### 21. Miscellaneous

21.1 Independent contractors: The Parties are independent contractors, and nothing in this Contract shall operate or be construed to constitute either Party as the agent, partner or representative of the other Party, nor permit either Party to obligate or bind the other Party with respect to third parties.

21.2 Severability: Should a provision of this Contract become unenforceable or invalid under the laws of any country having jurisdiction over the subject matter involved, such provision will be considered as having been severed from this

Contract and will have no further force or effect. In such event, the Parties hereto shall endeavour to substitute forthwith such other enforceable provision as will most closely restore the legal and economic balance of this Contract as initially agreed between the Parties.

21.3 Waivers: None of the terms or conditions of this Contract shall be deemed or construed to have been waived by any Party unless such waiver is set forth in a written instrument properly signed by such Party.

21.4 Entire agreement: This Contract sets forth all rights and obligations agreed upon between the Parties and supersedes any and all previous agreements and understandings, whether written or oral, between them with respect to the subject matter hereof.

21.5 Prevailing of the English version There may exist translations of the English version of the Contract. These translations are only for information purposes and do not become part of the Contract. In the event of contradiction between the

English version of the Contract and any translation, the English version of the Contract shall prevail and be solely binding.



**22.Declaration**

22.1 The parties here to shall exercise due diligence to ensure that this agreement , its subject matter, its execution and consequent effects direct and indirect thereto shall not in anyway be in contravention to the intrest of SAIF-Zone procedures, rules, regulations and instructions.

22.2 SAIF-Zone shall not any way be responsible for all or any negative implications, consequences, legal rights and obligations accruing pursuant to the execution of this agreement and the subject matter.

22.3 If any damages occur to SAIF-Zone arising out of this contract the parties shall indemnify.