



## Commercial Invoice

<b>Remit To:</b>	<b>Ship To:</b>	<b>Invoice Date</b>	<b>10/17/2024</b>
Diamond T Services, Inc. (Seller)	Petrochem Performance Chemicals Limited L.L.C. (Buyer)	<b>Invoice #</b>	<b>7023881.2</b>
12650 W. 64 <sup>th</sup> Ave.	Plot 49-54, Sector 61, Zone 6 -	<b>Order #</b>	<b>S415</b>
Unit 504	MW4, 7 <sup>th</sup> Street Mussafah Industrial Area	<b>PO #</b>	<b>13295</b>
Arvada, CO 80004	P.O. Box 34657		
USA	Abu Dhabi UAE	<b>Tax Registration #:</b>	<b>100586140400003</b>

PRICE SUMMARY						
Item #	Qty	Description	UOM	Estimated Delivery	Unit Price (\$ USD)	Total Price (\$ USD)
1	8	<b>Centrifuge</b> <ul style="list-style-type: none"><li>Model: Lynx 500</li><li>Brand: Alfa Laval</li><li>460V / 60 Hz &amp; 380 V / 50Hz</li><li>Class 1; Div 2</li></ul> Serial No's: 5251028, 5251029, 5251053, 5251054, 5251055, 5251056, 5251051, 5251052	Each		\$ 320,000	\$ 2,560,000
2	8	<b>Centrifuge Spares Package</b> <b>Consist of below per package</b> Consisting of the following: 5 Centrifuge Belts, 2 Centrifuge Couplers, Coupler Hardware, Centrifuge Lid Bolts, 4 Centrifuge Main Drive Motor Isolators, 4 Centrifuge Back Drive Motor Isolators, 1 Centrifuge Feed Tube, 1 Set Pillow Block Bearings (Rotating Assembly), 1 Set Conveyor Bearings (Rotating Assembly), Gearbox Plug, 1 Gearbox Lip Seal.bearings	Each		\$ 30,000	\$ 240,000
Total Exworks Houston , Texas						\$ 2,800,000

### Important notes:

#### Unit Prices:

All unit prices are in US (\$) Dollars and Exworks Houston,Texas USA. Reduction in total quantities of units purchased on a single purchase order will void the volume discount.

**Shipping Date: Subject to change without notice and dependant upon receipt of full payment. ALL EQUIPMENT must be paid in full prior to shipping from USA.**

#### Payment Terms:

50% Non-Refundable Deposit with order placement / 50% Prior to Shipping

**\*\* All Shipments MUST be paid in FULL Prior to Shipping\*\***



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### Terms and Conditions:

Per Seller's **Terms and Conditions** following this page.

### Field Service, Training & Commissioning :

- \$2,600 per day up to 8 hours per day.
- \$300/hr rate for any hours worked over 8 hrs
- **Day rate DOES NOT INCLUDE** , airfare, hotel, local transportation, meals , Work Visa . All expenses billed at cost + 30%
- \*\* Minimum of 10 days and 100% Prior to Service Technician being dispatched \*\*

### Warranty:

Please review the warranty sections in the Seller's **Terms and Conditions**. As an authorized distributor of Alfa Laval, the Seller can transfer factory warranties to the Buyer for new Alfa Laval equipment. The factory warranty for new equipment is valid for twelve (12) months from start-up or eighteen (18) months from delivery to Seller, whichever comes first.



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## TERMS AND CONDITIONS OF SALE (VERSION 2.0)

These Terms and Conditions of Sale ("Terms") apply to all quotes, orders, and agreements related to the Products and Services provided by Diamond T Services, Inc. (hereafter referred to as the "Seller") to Petrochem Performance Chemicals Limited L.L.C. (hereafter referred to as the "Buyer"). The term "Product(s)" refers to all equipment, hardware, parts, components, software, and options while "Service(s)" refers to any service provided by the Seller. The term "Parties" shall mean Seller and Buyer.

1. **ACCEPTANCE:** The sale of Products and Services by Seller is conditional upon the Buyer's acceptance of these Terms. These Terms, along with any accompanying quote and/or invoice, constitute the entire agreement between the parties and replace and override any previous agreements, understandings, or terms and conditions that were shared, discussed, or agreed upon by both Parties, whether in writing or verbally. From this point forward, any conflicting terms from earlier communications will no longer apply. Any terms in Buyer's purchase order or similar documents that contradict these Terms are expressly rejected.
2. **PRICING:** All quoted prices are in U.S. Dollars unless stated otherwise and are valid for thirty (30) days from the date of the quote. Prices exclude taxes, duties, tariffs, freight, and insurance, which are Buyer's sole and exclusive responsibility. If exempt from taxes, Buyer must provide a valid tax exemption certificate.
3. **DELIVERY & FORCE MAJEURE:** Shipping dates are estimates, subject to change without notice and dependent on timing of receipt of nonrefundable deposit. Seller may, in its sole discretion, without liability or penalty, make partial shipments of the Product(s) to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's purchase order. The quantity of any installment of the Product(s) as recorded by Seller on dispatch from Seller's place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary. Seller shall not be liable, directly or indirectly, for any delay in delivery or failure to deliver caused by carriers or by labor difficulties, shortages, strikes or stoppages of any sort, or difficulties in obtaining materials from sources and suppliers. Seller shall also not be liable for any loss or damage in transit. In addition, Seller shall not be liable for any delays of any kind, or for any failure to perform its obligations under an order or contract, due to any one or more of the following events, whether foreseeable or not: war, hostilities, military operations, terrorism, strikes, riots, disorder, accidents, floods, storms, natural disasters, fires, acts of God, epidemics and/or pandemics (and specifically in relation hereto and notwithstanding anything else stated herein, whether or not outbreak of such epidemic or pandemic has occurred prior to acceptance of this order or execution of a contract for the Product and Services), governmental, judicial or administrative decisions, decrees or orders, embargoes or blockades, or any causes beyond Seller's reasonable control. Unless otherwise specifically agreed in writing by Seller, in no event shall Seller be liable for any damages (including delay damages), or penalties whatsoever, or however designated, resulting from Seller's failure to perform or delay in performing due to any of the causes specified in this paragraph 3.
4. **SHIPMENT & RISK OF LOSS:** All sales are made F.O.B. Seller's place of shipment. Unless otherwise agreed in writing by the parties, Seller shall deliver the Product(s) to Seller's place of shipment. Duty, taxes, brokerage fees, insurance, packing, and handling, if applicable, are not Seller's responsibility unless explicitly stated. **Risk of loss to all Product(s) ordered and/or sold hereunder passes to Buyer upon Seller's tender of such units to the carrier at Seller's place of shipment.** In the event Seller delivers Product(s) to Seller's place of shipment in multiple deliveries, the risk of loss as to each Product(s) passes to Buyer as soon as that Product(s) is delivered to the carrier at Seller's place of shipment. Seller's responsibility for delivery and handling of the Product(s) ends once the Product(s) is delivered to the carrier at Seller's place of shipment, at which point: (i) the carrier becomes the Buyer's agent; and (ii) and the Product(s) becomes the Buyer's sole and exclusive responsibility. Notwithstanding the foregoing, and regardless of the specified delivery terms, the Seller will retain title to the Product(s) until full



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payment is received. The Seller and Buyer expressly agree that if the Product(s) is damaged or destroyed after the risk of loss is passed to the Buyer pursuant to these Terms, Buyer must still pay Seller the full amount of the Commercial Invoice.

5. **PAYMENT TERMS:** Unless otherwise specified, payment terms are 50% due upon order and 50% due upon readiness to ship, payable by wire transfer. Seller reserves the right to modify credit terms or suspend credit at its discretion based on Buyer's financial status. Late payments may result in all outstanding invoices becoming immediately due. If, after 90 days full payment has not been received for order, all prior payments may be forfeited and order canceled by Seller.
6. **CANCELLATION & CHANGES:** Orders accepted by Seller cannot be canceled or changed without written consent. Buyer agrees to indemnify Seller for any losses or costs incurred due to such cancellations or changes.
7. **DEFERRED SHIPMENT:** If shipment is postponed at Buyer's request, payment is due when the Products are ready for shipment. If payment or shipping instructions are not provided, Seller may extend the time or cancel the order, with any resulting storage or other costs being Buyer's responsibility.
8. **WARRANTY DISCLAIMER:** Seller acts as a reseller of the Products and does not provide any direct warranties. The manufacturer's warranty is provided by manufacturer under their terms and conditions. Seller will assist Buyer in processing warranty claims but is not liable for any defects or failures in the Products. All warranty claims must be addressed with the manufacturer.
9. **DISCLAIMER OF IMPLIED WARRANTIES:** The warranties provided above replace all other warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.
10. **LIMITATION OF LIABILITY:** Seller is not liable for any indirect, special, punitive, incidental, or consequential damages, including but not limited to loss of profits or savings, downtime, or replacement costs. Seller's total liability shall not exceed the amount paid for the Products or services that are the subject of the claim.
11. **OWNERSHIP OF INTELLECTUAL PROPERTY:** All intellectual property, including designs, specifications, and data provided by Seller, remain the exclusive property of Seller and/or manufacturer. Buyer agrees not to disclose or reproduce such materials without prior written consent.
12. **INSPECTION:** Buyer may request to inspect the Products with prior written notice. All inspection costs are Buyer's responsibility, and inspections are subject to Seller's approval and scheduling.
13. **SOFTWARE LICENSE:** If software is provided, Buyer is granted a non-exclusive, non-transferable license to use the software only with the Products provided. The software remains the intellectual property of the manufacturer or its licensors.
14. **CONFIDENTIALITY:** Any proprietary information exchanged between Buyer and Seller is confidential and cannot be disclosed or used without prior written consent, except as required for Buyer's internal use.
15. **INAPPLICABILITY OF CISG:** The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or any related contract.
16. **GOVERNING LAW & VENUE:** These Terms and any disputes arising from them shall be governed by the laws of Texas, with any legal action to be taken in the courts of Texas. Buyer agrees to this exclusive jurisdiction and venue.
17. **GENERAL PROVISIONS:** These Terms constitute the entire agreement between the parties and supersede any previous agreements, whether oral or written. Neither party may assign the contract without the other party's written consent. If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in full force and effect.