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נתיבי הגז הטבעי לישראל
ISRAEL NATURAL GAS LINES

Document Title

Purchase Order Form for PRMS

Company Representative	:	Shosh Yaacoby
Reference	:	
Document Originator	:	Gil Hagay

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PURCHASE ORDER FORM

All capitalized terms herein shall have the meaning attributed to them in the General Conditions of the Contract dated _____ between the Parties to this PURCHASE ORDER as indicated below [and in the Agreement dated_____] (the "**Contract**" or the "**General Conditions**").

This Purchase Order is placed by the Company, to_____, (the "**Contractor**"); and each of the Constituting Entities of the Contractor (if any) [names and place of incorporation to be added if applicable]. The Contractor and each of the Constituting Entities (if any), shall be jointly and severally liable for the performance of this Purchase Order and shall be referred to herein collectively as the **"Contractor**", who agrees to execute this Purchase Order pursuant to all terms and provisions of the Contract [and the Agreement], including, without limitation:

- The present Purchase Order
- Technical Volumes.
- The General Conditions of Contract for PRMS (Document No.: _____)
- The Agreement, _____and its Annexes including
  The Bill of Quantities and Price Schedule, _____, ("**B.O.Q-1**").

1. **Effective Date**

   This Purchase Order shall come into effect on_____. The Contractor shall provide the Company with the Performance Guarantee, and the Advance Payment Guarantee, as required by Clause 7.3 of the General Conditions.

2. **Scope of Order Form**

   The Contractor shall design, manufacture, supply and deliver, supervise the installation, and shall perform the commissioning for the following Goods:

   One Pressure Regulating and Metering Stations ("PRMS")

In accordance with the specifications and quantities set forth in the Specifications and its Bill of Quantities attached ("**B.O.Q-1**").

3. **Price**

3.1. Accounting and Payment Currency are either EURO, US Dollars or NIS or any combination thereof.

3.2. The Goods shall be supplied, and the Works shall be executed at prices based on the unit prices and related quantities contained in the Bills of Quantities and Price Schedule as attached hereto. The Contract unit prices are fixed and firm, not subject to any escalation and/or currency fluctuation.

3.3. The Contract Price for this Purchase Order shall be as follows:
PRMS Price: _____ including spare parts.
For delivery of the Goods, supervision of installation and conducting all of the necessary Tests regarding the PRMS (including, without limitation, the hot and cold commissioning).

4. **Payment and Invoicing**

4.1. Payments shall be made in the following sequence:

4.1.1. Fifteen Percent (15%) of the Purchase Order Price shall be paid, after signing the Purchase Order, upon receipt of the following: (i) Advance Payment Guarantee; and (ii) Performance Guarantee; and (iii) submission of the 1.47 Insurance Certificate in accordance with Exhibit D; and

4.1.2. Thirty percent (30%) of the Purchase Order Price shall be paid after a successful completion of all Workshop Tests as certified by the Company; and

4.1.3. Ten percent (10%) of the Purchase Order Price shall be paid after the Approval of the Engineering Plan by the Natural Gas Authority; and

4.1.4. Twenty percent (20%) of the Purchase Order Price shall be paid following the delivery and acceptance of the respective shipment at the destination designated by the Company, within the time period stipulated in the Purchase Order; and

4.1.5. Twenty percent (20%) of the Purchase Order Price shall be paid upon a successful completion of installation and performing the Cold Commissioning as certified by the Company.

4.1.6. Five percent (5%) of the Purchase Order Price shall be paid upon issuance of the Take Over Certificate by the Company and Release Form signed by the Contractor.

4.2. Invoices submitted by the Contractors or any of the Constituting Entities shall be submitted in accordance with the provisions of the Terms of Payment and shall also:

4.2.1. Bear the reference No. _____ - INGL Purchase Order Dated _____.

4.2.2. Be in the name of the Company (INGL – Israel Natural Gas Lines Company Ltd).

4.2.3. Be accompanied by all necessary supporting documents as follows:

4.2.3.1. For delivery of PRMS units:

- A Bill of lading (copies only)
- Certificate of origin

- Itemised packing list
- Material and Works Inspection Certificates

(Payment shall only be made for Goods with respect to which a third-party inspection company, acceptable to the Company has confirmed that the Goods and all required documentation have been provided in full compliance with the terms of the Purchase Order and the Contract. Such confirmation or rejection must be provided within seven (7) days of delivery of the Goods).

4.2.3.2. For supervision of installation and commissioning:

- Itemised invoices for services provided on the basis of the rates contained in the Price Schedule up to the maximum of the amount set forth in Clause 3.2 above.
- A Certificate signed by Company and/or the Company Representative evidencing the services actually provided.

4.2.4. All of the above documents shall be sent to the Company at the address set forth in the Tender Documents.

4.3. All payments to be made pursuant to this Purchase Order shall be made to an Israeli bank account of the Contractor or any of the Constituting Entities, as notified to the Company.

4.4. At the request of the Contractor in writing, the Company may but in no way obligated to, divide and/or issue Purchase Orders for the Supply and/or Installation of a Project, in Euro or NIS value, to the Contractor and/or to Contractor's Main Sub-Contractor (on behalf of the Contractor). The above

shall not derogate from any of the Contractor's responsibilities and liabilities under the Agreement.

5. **Delivery Schedule**

The Delivery Schedule for the Goods shall be per the timetable attached to the Agreement Annex A Schedule __, document_____.

For Company:	For acceptance by Contractor:
Name:	*Name:*
Title:	*Title:*
Signature:	*Signature:*
Date:	*Date:*

[Each page of this Purchase Order to be initialled by Contractor and Company]