



Order		
Purchase Order 146334	Blanket No.	Revision 1
The Purchase Order No. must Appear on all invoices Packing Lists, Cantons and Correspondence related to this Order.		

Seller Sherkate Nian Electronic forth st, andisheh Blv, shahrak sanat tous mashhad IR - IRAN, ISLAMIC REPUBLIC OF		IranceLL Main Office: No.5, Ali Doost Al, Ghaderi Al, zandi Shahid Panahi Nia Blvd., Heravi sq 1665687410 - Tehran IR - IRAN, ISLAMIC REPUBLIC OF	
Contract No.	Supplier No. PRO-NIAI1W	Our Order Date: June 11, 2024 10:10 am	Our Reference: Marzieh Aslani Approved By: Aria Alizadeh Moghadam
Payment Terms: 30 Days from date of Statement	Internal Reference No.		
Terms of Delivery: MTNIranceLL offices/sites/warehouse			

Special Condition:

- Internal Reference No.: Evaluation Report.: TEC-NWG-ERT-02-6137 as the result of Tender No.: 7845
- Payment term: 50% Down Payment against bank guarantee, 50% after delivery of each batch and MTNI technical team's approval
- *PBG: Supplier is to bring 10% of PO amount Bank guarantee that will be released after delivering the goods and by NWG team approval.
- Penalty: 1% per week for delayed parts
- Guarantee: Lithium battery :5 years after delivery, sealed acid battery:3 years after delivery. Power system and cooling :3 years after delivery, Cabinet: 4years after Delivery
- *Supplier to bring 10% of PO amount BG that will be released after Guarantee period.
- Delivery: based on time plan within 4 months which is approved by NWG team.
- *Supplier must deliver the down payment bank guarantee within 10 days after receipt of the PO; otherwise, delivery time start date will be the PO date
- All terms and conditions are based on mutually signed contract

Line	Our Part No.	PR No.	Description	Quantity	Unit	Price	Del. Date	Line Total Amount
1		122699	P106751: Power System-18KW outdoor power system (65cm width) with 2 PSU and 2000W cooler and 5 rows 3U lithium battery with 500 W cooler and connected to OSS.-(MO-NOT2916)	450.0000	*			
2		122699	P103178: Power System-3KW rectifier-(MO-NOT2916)	1,800.0000	*			
3		122699	P103338: Power System-Anti-theft belt with lock (70cm)-(MO-NOT2916)	450.0000	*			
4		122699	P106751: Power System-Lithium Battery 3U , 48V-100AH-(MO-NOT2916)	1,125.0000	*			
5		122699	P106751: Power System-24KW outdoor power system (90cm width) with 2 PSU and 3500W cooler and 5 rows 3U lithium battery with 500 W cooler and connected to OSS.-(MO-NOT2916)	300.0000	*			
6		122699	P103178: Power System-4KW rectifier-(MO-NOT2916)	900.0000	*			
7		122699	P103338: Power System-Anti-theft belt with lock (90cm)-(MO-NOT2916)	300.0000	*			
8		122699	P106751: Power System-Lithium Battery 3U , 48V-100AH-(MO-NOT2916)	1,200.0000	*			
9		122699	P106751: Power System-18KW indoor power system (60cm width) with 2 PSU and 2 rows VRLA battery, connected to OSS.-(MO-NOT2916)	20.0000	*			
10		122699	P103178: Power System-3KW rectifier-(MO-NOT2916)	80.0000	*			
11		122699	P106751: Power System-VRLA battery 12V-200AH - (MO-NOT2916)	160.0000	*			
12		122699	P106751: Power System-18KW outdoor power system (65cm width) with 2 PSU and 2000W cooler and 5 rows 3U lithium battery with 500 W cooler and connected to OSS.-(MO-NOT2916)	200.0000	*			
13		122699	P103178: Power System-3KW rectifier-(MO-NOT2916)	400.0000	*			
14		122699	P106751: Power System-VRLA Battery 12V/200 AH (Without GPS)-(MO-NOT2916)	1,600.0000	*			



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Total Tax Amount

Disc.

Add. Cost Amt.

Total Amount

Iranian Rial

4,697,293,971,463.30



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Very Important.

1. SELLER/ SUPPLIER MUST ACKNOWLEDGE ACCEPTANCE OF THIS PURCHASE ORDER BY SIGNING AND STAMPING THE PURCHASE ORDER.
2. ALL INVOICE (BILLING) MUST BE FORWARDED DIRECTLY TO THE FINANCE DEPARTMENT, THE SUPPLIER WITH BE SOLEY RESPONSIBLE FOR LATE PAYMENT IF THIS INSTRUCTION IS NOT FOLLOWED.
3. PO VALIDITY: THIS PURCHASE ORDER WILL BE AUTOMATICALLY CANCELLED 3 MONTHS AFTER AGREED FINAL DELIVERY DATE. SELLER/ SUPPLIER MUST ENSURE THAT TRANSACTIONS IS COMPLETED BEFORE THE END OF PO VALIDITY DATE.

Signed**Date**

11.06.2024

Purchase Order Terms and Conditions**This Purchase Order is, if applicable, attached to and is covered by Contract No. (Contract Reference Number:)****Unless otherwise agreed in a written contract:**

1.The present Purchase Order is subject to the Contract No. dated..... (if any) and shall be in full force and effect between the parties .

Note:The Supplier in this document means seller, contractor, licensor, designer, consultant or any natural person or legal entity that is intended audience of this PO.

2.The present PO will be communicated by Irancell through any means (including email or letter) to the Supplier. Failure to reject the PO, by the Supplier, in writing, within 72 hours as of communication of the same, shall be construed as acceptance of the prices, payment deadlines, goods/services delivery deadlines and all the terms and conditions hereunder. Delivery of the goods or providing services related to this PO before the said 72 hours shall also be considered as acceptance of all the terms and conditions and prices of the present document.

3.During the implementation of this PO, the agreed prices shall remain fixed and no extra amount, in accordance with the present PO, will be added to the said amounts.

4.In case the parties agree to pay certain part of the PO price as advance payment , Supplier shall, within 10 days as of communication of the PO by any means (including email or letter), provide Irancell with a bank guarantee and other required documents . In this case, the date of receipt of the advance payment is the basis for calculating the deadline for delivering the goods or services by the Supplier. In case of failure to provide the said guarantee within the set period and also in other cases, the issuance date of PO shall be the basis for calculating the deadline for delivering the goods or services by the Supplier. After receiving any amount of advance payment, the Supplier is obligated to forthwith purchase raw materials/equipment or place an order in this regard.

5.The prices specified hereunder are inclusive of cost of delivery to Irancell. the Supplier shall package the goods under this PO, as per the agreed terms, in proportion to type of the same and according to industry custom and practice and at the highest quality. For each delivery, the Supplier shall prepare the following documents and submit the same, in electronic format and hard copy, to Irancell: a delivery note including the PO number, net and gross weight, the number of containers, boxes, cartons and their contents as well as the packing list including information such as items description, serial number and number of goods. The supplied goods will be considered delivered only upon approval of the said delivery note by Irancell.

6.Goods/services under the present PO, shall comply, in all respects, with the specifications and descriptions contained herein and shall have the desired durability and quality for the intended purposes and be approved by Irancell. The Supplier hereby guarantees that the provided goods/services are original, new, unused, with high quality and warrants that they are of original (not counterfeit) products/brands. In case of any ambiguity regarding the required quality of goods and services, the highest quality in accordance with international standards and industry custom and practice will be taken into account.

7.The Supplier admits and acknowledges that it has the certificates of authenticity of the goods, customs green sheet, bill of lading, customs duties receipts and other documents related to services/goods hereunder and will submit the same to Irancell at any time, upon Irancell request.

8.The Supplier shall be held responsible for any defect in goods/services (related to either packaging or transportation) until the issuance of delivery receipt by Irancell.It should be noted that, issuance of delivery receipt and/or delivery of goods/services shall not be construed as Irancell acceptance. Irancell considers the goods/services accepted only after issuing the acceptance certificate upon inspecting the goods/services in a sufficient time frame.

9.Goods/Services under the present PO are guaranteed for at least 12 (twelve) months as of the date of issuance of the acceptance certificate.

10.If the provided services/goods do not comply with the specifications stipulated under the present PO (and the tender documents, if any) or any patent or latent defects are found, within a period of twelve months (depending on the nature of the goods or services) or within any period agreed by the parties, Irancell, in addition to deducting damages and proportionately reducing the prices contained herein at its own discretion, may request the Supplier to repair or replace the defective goods (at the Supplier's expense) within 5 (five) days after notifying the same and to obtain written approval of Irancell.

11.The Supplier is obliged to meet the deadlines hereunder for delivery of the goods/services. Otherwise, for each week of delay in delivery, an amount equal to 2.5% of the total price of undelivered goods/services shall be calculated and collected from the Supplier as penalty, unless otherwise agreed in writing.

12.In case of any delay in the delivery of goods/services as per the agreed delivery deadlines or breach of any of the provisions herein, Irancell, without prejudice to any of its rights as for calculating penalties and damages and deducting it from all guarantees (collected with regard to the present obligation or other obligations including advance payment and good performance guarantee) and claims of the Supplier, shall be entitled to terminate all or part of the PO and the Supplier is obliged to return the received advance payment within 10 days. Also, in case of breach of the provisions hereunder by the Supplier, Irancell may, without prejudice to any of its legal rights, refrain from fulfilling its obligations until the complete fulfillment of obligations by the Supplier.

13.Irancell is entitled to terminate this PO, wholly or partially, until complete fulfillment of the obligations by the Supplier, at any stage, by sending a written notice.

14.The Supplier hereby indemnifies Irancell (and third parties) against any claims, damages and penalties resulting from A) violation of intellectual property laws , B) willful or negligent act or omission of Supplier's employees, representatives and sub-contractors C) any breach of applicable rules and regulations governing the present PO and obligations thereof D) defects in produced goods/services.

15.The Supplier shall not cede or assign its rights and/or obligations hereunder to any third party without prior written consent of Irancell.

16.Any information provided by Irancell to the Supplier under this document shall be considered confidential and the Supplier shall not be authorized to disclose or use the said information in any matter whatsoever.

17.The supplier is obligated to comply with all the rules and regulations pertinent to Labour law and SSO, as well as Irancell policies regarding health, safety and business continuity and it shall also obtain the relevant certificates from legal authorities and submit a periodic report to Irancell on how it fulfills the obligations set out under the present Article.

18.All the intellectual property rights, which have been created during the implementation of the subject matter of this PO,belong to Irancell and the supplier waives the right to make any claim in this regard.

19.This PO is governed by the laws of Islamic Republic of Iran and the parties shall resolve the disputes by referring the case to competent courts of Tehran (the place of the contract).

20.No change in the terms and conditions of this PO shall be binding unless it is agreed in writing by the parties.

21.In cases where there is no Contract and the PO is issued based on a tender, all the agreements and conditions specified under the tender documents shall be effective and binding.

22.In case there is a Contract and any conflict occurs 1) the special terms and conditions of the PO (agreements pertinent to each PO) prevail over both the general conditions and the provisions stipulated under the related contract, 2) the provisions of the contract shall prevail over the general condition of the PO and 3) the special terms and conditions of the PO shall prevail over the tender documents.

We hereby as the authorized signatories of Company, acknowledge that we accept all the provisions stipulated under the present Purchase Order.

Full Name:

Full Name:

Capacity:

Capacity:

Signed and Sealed:

Signed and Sealed:

Date:

Date: