ORIGINAL

PURCHASE ORDER

Vendor Reference : 104846 Luminex PLC

Vendor Address : 24 New Galle Road,
Moratuwa

Dialog Broadband Networks (Pvt) Ltd
475 Union Place
Colombo 02, Sri Lanka
VAT Reg No : 114115983-7000
Telephone : 0094-777678700
Fax : 0094-777087009

Delivery Date : 02.07.2026

PO Reference : 6100107847
Date : 02.07.2026

1. ACKNOWLEDGEMENT

1.1 Except where the Purchaser Order ("PO") is issued as an ordering mechanism under the terms and conditions of a master document (i.e. Contract/ Indent), (bearing Contact Reference No. set out in the PO, if any) the PO shall become a binding contract subject to the terms and conditions hereof. If you do not agree with the terms and conditions contained in this PO, please raise your objections within 2 days after the date of issuance of the PO. In the event that we do not receive any objection from you within the 2 days as aforesaid and/or your continued performance of the contract/indent/ PO, we will deem that you have accepted the terms and conditions as set out in this PO. The terms and conditions provided in this PO shall prevail over the terms and conditions set out in any invoice, acceptance notes, or other documents issued by you.

2. SUPPLY OF GOODS AND/OR SERVICES

2.1 In consideration of payment of the Price by Dialog, the Supplier shall supply to Dialog the Goods and/or perform the Services in accordance with the PO (which includes these PO Terms and Conditions).

2.2 Where the PO relates to Goods and/or Services the subject of a contract between the Supplier and Dialog, the terms of that contract apply to the extent of any inconsistency with these PO Terms and Conditions.

2.3 The Supplier shall, in supplying the Goods or performing the Services:

2.3.1 not interfere with the activities of Dialog or the activities of any other person at the Delivery Address;

2.3.2 be aware of and comply with and ensure that the employees, agents of the Supplier and Suppliers are aware of and comply with:

2.3.2.1 all applicable Laws;

2.3.2.2 all Site standards and procedures, to the extent that they are applicable to the supply of the Goods or the performance of the Services by the Supplier; and

2.3.2.3 all lawful directions and orders given by Dialog's representative or any person authorised by Law to give directions to the Supplier;

2.3.3 ensure that the Supplier's employees, agents and Suppliers entering the Dialog premises perform in a safe manner and are properly qualified for and skilled in the performance of their tasks and are of such character as not to prejudice:

2.3.3.1 safe working practices;

2.3.3.2 safety and care of property; and

2.3.3.3 continuity of work;

2.4 provide all such information and assistance as Dialog reasonably requires in connection with any regulatory investigation in connection with the supply of the Goods or the performance of the Services.

3. AMENDMENTS

3.1 Dialog may by written change order make any changes that are consistent with the general scope of this PO. If any such change affects the amount due or the time of performance under this PO, the Supplier shall notify Dialog in writing of such change within ten (10) days of receipt of the change order. Otherwise, the Supplier shall be deemed to have accepted the change order. If the Supplier timely notifies Dialog of a change in the amount due or the time of performance, neither party shall be bound by the change unless agreed to in writing by the parties.

4. DELIVERY

4.1 The Supplier shall deliver the Goods to the Delivery Address and/or perform the Services by the Delivery Date in accordance with the PO.

4.2 The Supplier shall ensure that the Goods are suitably packed to avoid damage in transit or in storage.

4.3 Packages shall be marked with the PO number, item number, destination, contents, quality, date and method of dispatch and weight of each package.

4.4 Goods delivered in advance of schedule may at Dialog's option either be returned at the Supplier's expense for scheduled delivery or have payment withheld by Dialog until the date that Goods are actually schedule for Delivery.

5. SPARE PARTS

5.1 The Supplier shall provide Dialog Goods necessary to fulfil Dialog's spare parts at the agreed price under the PO (where applicable) .

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6. TAXES

6.1 Where appropriate and legally required, all taxes applicable under this PO and/or on the payments made hereunder shall be borne or paid by the party charged with the tax. Each party shall be responsible for obtaining respective registrations, directions and/or waivers in the respect taxes relevant to this PO.

6.2 Applicable taxes or levy shall be added to the prices charged to Dialog by the Supplier, if it is not included in the price quoted, however Dialog will pay such tax or VAT on such prices only on the submission of a valid invoice by the Supplier as prescribed by the provisions contained in the relevant act or Value Added Tax Act, No. 14 of 2002, as amended from time to time.

6.3 Dialog retains the right to reclaim from the Supplier such amount of tax charged in the event the Supplier is not registered for such taxes and/or in the event input credit on any tax or VAT paid to the Supplier is disallowed by the Department of Inland Revenue or any other revenue authority on account of error, omission, mistake/mis-statement and/or lapse compliance with relevant act or VAT Act on the part of the Supplier without any time limit.

6.4 Where any payment made under this PO is subject to withholding tax, Dialog shall make the necessary payments under this PO after deducting withholding tax thereon and furnish necessary certificates as proof of deduction. Provided however where a direction is issued by the Commissioner General of Inland Revenue on the request of the Supplier and a copy of same is provided to Dialog, Dialog shall then follow the instructions contained in the said direction at the time of deduction of withholding tax.

6.5 In case of changes or amendments to any tax currently in force and/or there is an imposition of new tax under any statute or any by-law under existing legislation are made, the parties shall follow the provisions of such statute, amending statute or by-law.

7. QUALITY

7.1 The Goods and/or Services shall match the description referred to in the PO free from defects in material and workmanship.

7.2 If the Supplier gave Dialog a sample of the Goods or a demonstration of the Services, the Goods supplied and/or Services rendered shall be of the same nature and quality as the sample or demonstration given.

7.3 The Supplier warrants that the Goods are free from defect in design.

7.4 The Goods and/or Services shall be fit for the purpose for which goods and/or services of the same kind are commonly supplied or bought and for any other purpose Dialog specifies.

7.5 The Goods shall be free of all liens, imperfections in title, claims, charges, damages, restrictions, or other encumbrances.

7.6 The Goods shall be of merchantable quality and unless otherwise specified in the PO, shall be new.

7.7 To the best of the Supplier's knowledge, the Goods and/or Services do not and shall not and the use of the Goods and/or Services by Dialog does not and shall not infringe any intellectual property rights of any third party as represented by Dialog to the Supplier as at the time of the PO for such Goods and/or Services.

8. TERMINATION

8.1 This PO may be terminated by Dialog in whole or in part with no obligation or liability due to the Supplier's breach of any provision of this PO, including without limitation the Supplier's failure to deliver the Goods or perform the Services in full conformance with the PO.

8.2 In the event Dialog terminates this PO without cause, Dialog shall give the Supplier thirty (30) days' notice of termination and shall pay the Supplier for the Goods delivered and/or Services performed until the date of notice of termination.

8.3 Upon receipt of the notice of termination from Dialog, regardless of the reason for the termination, the Supplier shall immediately stop all work in progress and use best efforts to mitigate any costs associated with the termination.

9. AUDITS AND INSPECTIONS

9.1 Dialog, at its expense, has the right to audit and review all relevant books, records and other related supporting data including administrative and accounting policies, guidelines practices and procedures. The Supplier shall provide Dialog with reasonable access to its facilities and otherwise cooperate and facilitate any such audits by Dialog.

10. INTELLECTUAL PROPERTY RIGHTS

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11. .LIMITATION OF LIABILITY

11.1 The maximum liability of Dialog to the Supplier arising out of the PO regardless of the basis of liability or the form of action shall not exceed the fifty percent (50%) of the total price stated in the PO.

11.2 To the extent permitted by local law, in no event shall Dialog be liable for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages, even if the supplier has been informed of their possibility.

12. .INDEMNITY

12.1 The Supplier shall indemnify Dialog against any and all loss, costs, expenses and liabilities caused to Dialog whether directly or as a result of the action, claim or demand of any third party, by reason of any breach by the Supplier of any one or all of the terms and conditions hereof. In the event of such a claim, demand, action or allegation the Supplier shall at its expense defend or settle any such claim, action or allegation brought against Dialog and shall pay any and all damages, attorney's fees and costs incurred and/or awarded against Dialog provided that Dialog gives written notice to the Supplier of the alleged infringement. The Supplier shall be entitled to defend any such claim, action or allegation and make settlement thereof at its own discretion and Dialog may not settle or compromise such claim, action or allegation, except with prior written consent of the Supplier. Dialog shall give assistance and information as the Supplier may reasonably require for settling or opposing such claims.

13. .CONFIDENTIALITY

13.1 Neither party shall disclose any information from the source party which is of a proprietary, confidential or technical nature ("Confidential Information") to any third party following the date of initial disclosure unless such disclosure is lawfully required by any governmental agency, is otherwise required to be disclosed by applicable law or is necessary in any legal proceeding establishing rights and obligations under the PO.

13.2 Each party agrees not to provide copies of the PO or otherwise disclose the terms of the PO to any third party without the prior written consent of the other party unless for their internal use

13.3 The Supplier further agrees not to publish or use such advertising, sales promotions, press releases or publicity matters without such prior written approval. Any approval required under this section shall not be unreasonably withheld or delayed by either party.

14. .FORCE MAJEURE

14.1 In the event the performance in whole or in part by either party or any obligation under this PO shall be prevented or delayed by any act of god, reason of governmental decision, war whether declared or not, hostilities, act of the public enemy, civil commotion, sabotage, fire, any natural disasters, explosion, epidemics, quarantine restrictions strike and lockout or any other event beyond the reasonable control of the party concerned (hereinafter referred to as the "Eventuality"), the affected party shall give notice to the other within 02 days from the date of occurrence thereof together with anticipated period of the Eventuality (where possible) and performance of this PO shall be resumed as soon as possible after such Eventuality has come to an end or ceased to exist, provided that if the performance in whole or in part of any obligation under this PO is delayed by reason of any such Eventuality for a period exceeding forty five (45) days, the parties shall review in good faith the desirability and conditions of terminating this PO without liability.

15. .INSURANCE

15.1 The Supplier shall procure and maintain the insurance policies as required by law and reasonably requested by Dialog at its own expense with an insurer mutually agreeable to Dialog and shall not cancel or make any material change to such insurance policies without the prior written consent of Dialog.

16. .APPLICABLE LAW AND DISPUTE RESOLUTION

16.1 This PO shall be governed by the laws of Sri Lanka. If any dispute or difference whatsoever arises between the parties concerning matters relating to the PO or any provision thereof, the parties herein shall use their best endeavors to resolve the dispute or difference amicably. Failing which the same shall then be finally resolved by reference to the court of Law of Sri Lanka.

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17. .....**RELATIONSHIP OF PARTIES**

17.1 Neither party undertakes by the PO or otherwise to perform or discharge any liability or obligation of the other party whether regulatory or contractual or to assume any responsibility whatsoever for the conduct of the business or operations of the other party. Nothing contained in the PO is intended to give rise to a partnership or joint venture between the parties. The Supplier is acting solely as an independent Supplier and not as an agent of Dialog.

18. .....**ASSIGNMENT**

18.1 The Supplier may not assign or delegate its rights and obligations under the PO without the prior written consent obtained from Dialog.

19. .....**SEVERABILITY**

19.1 If any provision of the PO is invalid or unenforceable under any statue, regulation, ordinance, executive order or other source of law, such provision shall be deemed reformed or deleted as the case maybe, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of the PO shall remain in full force and effect.

20. .....**ENTIRE AGREEMENT**

20.1 The PO constitutes the entire agreement between the Supplier and Dialog with respect to the matters contained in the PO and supersedes all prior oral or written representations and agreements.

20.2 Notwithstanding anything to the contrary contained herein, the PO shall not constitute a waiver or release of, any rights and claims against the Supplier arising out of or relating to any fraud or duress in contraction with the formation of this PO or a breach or anticipatory breach of any previous existing contract between the Supplier and Dialog.

21. .....**THE SUPPLIER CODE OF CONDUCT AND SUPPLIER DECLARATION FORM**

21.1 The Supplier shall be bound by the Supplier Code of Conduct (Code) published by Dialog and updated time to time. The Code sets out the basic guiding principles on Bribery and Corruption, Labour Rights and Working Conditions, Health and Safety, Environment, Data Privacy and Cyber Security, Anti Money Laundering, Monitoring Compliance to the Code, Representation, Raising Concerns and Sanctions. Failure to comply with the Code may result in the Supplier disqualification / termination.

21.2 The Supplier shall duly execute the Supplier Declaration Form inthe format provided in Schedule A hereto and submit the completedand signed form to Dialog along with this Purchase Order. Failure tocomply with this requirement may result in suspension of furtherprocessing of the order until compliance is achieved.

22. .....**SUBMISSION OF INVOICES**

22.1 Any invoice not received by Dialog within 03 months or otherwise mentioned in the contract from the month to which that invoice relates to (or, from the date of issuance of the invoice), Dialog shall be under no obligation to settle any such late invoice issued by the Supplier to Dialog.

23. .....**ANTI-BRIBERY AND ANTI-CORRUPTION**

23.1 By accepting this PO, the Supplier agrees to comply with the anti-bribery and anti-corruption clauses located at https://www.dialog.lk/dialogdocroot/content/pdf/legal/anti-bribery-and-anti-corruption-clauses11.pdf or at such other locations as Dialog may determine from time-to-time.

24. .....**DATA PROTECTION & PRIVACY**

24.1 By accepting this PO, the Supplier agrees to comply with the data protection and privacy clauses located at https://www.dialog.lk/dialogdocroot/content/pdf/legal/data-protection-and-privacy-clauses1.pdf or at such other locations as Dialog may determine from time-to-time.

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Vendor Reference : 104846 Luminex PLC

Vendor Address : 24 New Galle Road,
Moratuwa

Delivery Date : 02.07.2026

Currency : Sri Lankan Rupee
Your Reference : 46125

Department : Capex - DTI- Opt F

Dialog Broadband Networks (Pvt) Ltd
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VAT Reg No : 114115983-7000
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Item No	Item Description	Material/ Service Code	Material/Service Description	Qty	UoM	Unit Price	Price Unit	Net Amount
0001	CM5358 Moraketiya_Railway_1_ Lamp	2000001837	OFT -Fiber installation charge CM5358 Moraketiya_Railway_1_ Lamp	1.00	EA	378,782.80		378,782.80
	Value							**378,782.80**
	Header Discount (PO)							**0.00**
	Discount % on Gross							**0.00**
	Absolute Discount							**0.00**
	Discount Percentage							**0.00**
	Discount Value Item							**0.00**
	Net Price							**378,782.80**
	NBT							**0.00**
	Recovery in lieu of SSC LEVY							**9,711.99**
	VAT							**69,930.88**
	Total Value							**458,425.67**

Delivery Address
1100 Dialog Broadband Ltd
No. 475 Union Place,
Colombo 02 00200
Sri Lanka

Header Text

CM5358 Moraketiya_Railway_1_Lamp

2026-NW-Dialog-Transport-00014-S-00002

Header Note
Terms Of Delivery
As per the respective project timelines.

Terms of Payment

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Currency : Sri Lankan Rupee
Your Reference : 46125

Department : Capex - DTI- Opt F

V136 00Due immediately

Penalty for breach of contract

In the event the Supplier fails to complete the supply/delivery as specified in each indent/PO and/or fails to rectify any defects/non
conformities within 7 days of same being notified by DIALOG, it shall pay liquidated damages to DIALOG up to a maximum of 15% of the
value of each indent as follows *4% of the value of each indent/PO for the 1 week or part thereof of delay. *5% of the value of each
indent/PO for the 2 weeks or part thereof of delay. *6% of the value of each indent/PO for the 3 weeks or part thereof of delay. *Should
there be delays exceeding 3 weeks from the agreed delivery/rectification date Dialog may impose cumulative penalties of 5% per week of
additional delay. Not withstanding to the imposition of LDs, Dialog may obtain the goods/services from a third party and the supplier shall
reimburse Dialog for expenses related to same.

Inco Term
INA-Incoterm Not Applicable-

Warranties
Civil Work, Fiber Optic Cable and accessories- 3 years from UAT. Fiber cable core- 25 years

This is a computer generated document and as such no signature is required

Please indicate our VAT registration number, 114115983-7000 in the tax invoice issued.
Please quote the purchase order number on the invoice to expedite payments