



WELLEN INSTITUTE OF NDT & SERVICES

Delivering Excellence in NDT
(AN ISO 9001 : 2015 CERTIFIED COMPANY)

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding ("MOU") is made and executed on Monday of **10th August, 2026**, at Bhuj, Gujarat.

BETWEEN

M/s. WELLEN INSTITUTE OF NDT/PAUT AND SERVICES, having its registered/office address at WELLEN INSTITUTE of NDT/PAUT & SERVICES Address :- Plot No 470 Ward 6A Adipur, Gandhidham, Kachchh, Gujrat. 370205., hereinafter referred to as "**WELLEN**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns, **as the FIRST PARTY**;

AND

M/s. SATEC ENVIR ENGINEERING INDIA PVT. LTD, having its office address at Survey No. 189/2, 190/2, 189/3, 184/185, Bhuj - Bhachau Road, Village Kanaiyabe, Kachchh, Gujarat - 370 020, hereinafter referred to as "**SATEC**", which expression shall, unless repugnant to the context or meaning thereof, include its successors, authorized representatives and permitted assigns, **as the SECOND PARTY**.

WELLEN and SATEC are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties.**"

WHEREAS

- A. SATEC is engaged in engineering and related industrial activities and may require Non-Destructive Testing (NDT/PAUT) services for its projects and clients.
- B. WELLEN is engaged in providing professional Non-Destructive Testing (NDT)/ Phased Array Ultrasonic Testing (PAUT) services and has the necessary technical expertise, qualified manpower, equipment, machinery and tools required for carrying out various NDT/PAUT activities.
- C. The Parties wish to establish a mutual understanding for execution of NDT/PAUT works, subject to the terms and conditions mentioned in this MOU and subsequent Purchase Orders/Work Orders issued for specific projects.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE OF THE MOU

The purpose of this MOU is to establish a framework under which WELLEN shall provide NDT/PAUT services to SATEC for various projects, sites and clients as may be mutually agreed from time to time

The specific scope, quantity, location, duration and requirements of each assignment shall be finalized through a separate Purchase Order (PO), Work Order (WO), Letter of Intent (LOI), or other mutually agreed written communication.



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2. SCOPE OF WELLEND

WELLEND shall be responsible for providing the following, as required for the execution of the NDT/PAUT work:

1. Qualified and competent NDT/PAUT manpower, technicians, engineers and supervisors as per the project/client requirements.
2. Necessary NDT/PAUT equipment, machinery, instruments, accessories and tools required for execution of the agreed scope of work.
3. Personnel having the required qualifications, certifications and experience as specified by the client or mutually agreed between the Parties.
4. Proper execution of the NDT/PAUT work in accordance with the approved scope, applicable codes, standards, procedures and client requirements.
5. Preparation and submission of NDT/PAUT reports, wherever included in the agreed scope of work.
6. Calibration and maintenance records of equipment, wherever applicable and required under the agreed scope.
7. Compliance by WELLEND personnel with reasonable site rules and safety requirements communicated in advance by SATEC or the end client.

The exact manpower, equipment and methodology shall depend upon the scope of work and requirements mentioned in the relevant PO/WO.

3. SCOPE OF SATEC

SATEC shall be responsible for providing and arranging the following at the work site, unless otherwise specifically agreed in writing:

1. Safe and timely access to the work location.
2. Necessary scaffolding, platforms, ladders, lifting arrangements and other access facilities required for carrying out the NDT/PAUT work.
3. Adequate lighting and working conditions at the inspection location.
4. Necessary site permissions, work permits, gate passes and approvals required for WELLEND personnel and equipment.
5. Coordination with the end client and site representatives for smooth execution of the work.
6. Necessary shutdown, surface preparation, cleaning, removal of insulation/coating or other preparatory activities, wherever required before conducting the NDT/PAUT examination.
7. Suitable working space and access for installation and operation of NDT/PAUT equipment.
8. Lunch/meal arrangements for WELLEND manpower deployed at the site, where agreed or required as per project conditions.
9. Any site-specific arrangements, facilities or requirements necessary for the execution of the work, unless specifically included in WELLEND's scope.

Any delay caused due to non-availability of access, scaffolding, lighting, permits, work fronts, surface preparation or other facilities under SATEC's scope shall not be attributable to WELLEND.



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4. COMMERCIAL TERMS AND RATES

The rates for NDT/PAUT services shall be mutually discussed and agreed upon for each project or scope of work.

The agreed rates, payment terms, mobilization/demobilization charges, accommodation, travel, boarding, overtime, taxes and any other commercial conditions shall be clearly mentioned in the respective PO/WO or written agreement between the Parties.

Any work outside the agreed scope shall be treated as **additional work** and shall be carried out only after mutual discussion and confirmation of the applicable rates.

No additional scope, change in methodology, increase in manpower, additional equipment requirement or extension of work shall be binding on WELLENDE unless mutually agreed in writing.

5. PURCHASE ORDER / WORK ORDER

Before commencement of regular work, SATEC shall issue a clear Purchase Order or Work Order mentioning, as applicable:

- Scope of work;
- Project/site location;
- Applicable NDT/PAUT methods;
- Quantity or estimated quantity of work;
- Applicable rates;
- Payment terms;
- Mobilization and demobilization requirements;
- Duration of work;
- Client-specific qualification requirements;
- Safety and statutory requirements; and
- Any other special conditions applicable to the project.

In case of urgent mobilization based on verbal or written instructions, SATEC shall issue the formal PO/WO at the earliest. WELLENDE shall not be responsible for delays or commercial disputes arising due to non-release or delayed release of the PO/WO.

6. PAYMENT TERMS

SATEC shall make payment to WELLENDE as per the payment terms mutually agreed and mentioned in the respective PO/WO.

Payments shall be released against submission of invoices and supporting documents, such as approved reports, attendance records or other documents, wherever applicable.

Any undisputed invoice amount shall be released within the agreed payment period.

In case of delay in payment beyond the mutually agreed credit period, WELLENDE reserves the right, after providing reasonable written notice, to suspend further deployment or services until the outstanding payment issue is resolved.

Any dispute regarding an invoice shall not affect payment of the undisputed portion of the invoice.



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7. MANPOWER

The manpower deployed by WELLENDS shall remain employees, representatives or personnel of WELLENDS and shall not be considered employees of SATEC or its client.

WELLENDS shall have the right to replace any personnel due to operational, technical, medical, administrative or other reasonable requirements, subject to providing suitable replacement personnel meeting the applicable qualification requirements.

Any additional manpower requested by SATEC or the end client beyond the agreed scope shall be chargeable separately.

8. EQUIPMENT AND MACHINERY

All NDT/PAUT equipment, machinery, instruments and tools supplied by WELLENDS shall remain the property of WELLENDS unless otherwise agreed in writing.

SATEC shall ensure that reasonable care and protection are provided for WELLENDS's equipment while at the project site.

Any loss, theft or damage to WELLENDS's equipment due to reasons attributable to SATEC, the site conditions, its personnel or inadequate security arrangements shall be discussed between the Parties, and the responsible party shall bear the applicable cost of repair or replacement.

9. SAFETY AND SITE CONDITIONS

SATEC shall ensure that the work area made available to WELLENDS is reasonably safe and suitable for carrying out the required NDT/PAUT activities.

WELLENDS personnel shall comply with applicable site safety rules and instructions communicated by SATEC or the end client.

WELLENDS shall have the right to temporarily stop or refuse work in the event of unsafe working conditions, lack of necessary access, inadequate safety arrangements or any situation that may endanger personnel or equipment.

Any downtime resulting from such conditions shall be handled as per the terms mutually agreed in the respective PO/WO.

10. CLIENT REQUIREMENTS AND APPROVALS

SATEC shall communicate all relevant client specifications, technical requirements, codes, standards and qualification requirements to WELLENDS before mobilization.

Any special certification, client approval, training, medical examination, security clearance or other requirement not previously communicated shall be discussed separately.

Any additional cost arising due to special or additional client requirements introduced after issuance of the PO/WO shall be mutually discussed and agreed before execution.



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11. DELAYS AND STANDBY

If WELLENDS manpower and equipment are mobilized to the site but work cannot be carried out due to reasons beyond WELLENDS's control, including but not limited to:

- Non-availability of work front;
- Delay in permits or approvals;
- Non-availability of scaffolding or access;
- Inadequate lighting;
- Shutdown delays;
- Non-availability of the client representative;
- Improper surface preparation; or
- Any delay attributable to SATEC or the end client,

the applicable standby charges, if any, shall be governed by the respective PO/WO or mutually agreed commercial terms.

12. QUALITY AND ACCEPTANCE

WELLENDS shall carry out the agreed NDT/PAUT services professionally and in accordance with the applicable agreed standards and procedures.

WELLENDS's responsibility shall be limited to the inspection and testing actually performed within the agreed scope of work.

WELLENDS shall not be responsible for defects, failures or conditions that are outside the scope of the agreed inspection, inaccessible areas, concealed defects, or conditions that cannot reasonably be detected by the specified NDT/PAUT method.

13. LIMITATION OF LIABILITY

WELLENDS's liability, if any, arising out of a specific work order shall be limited to the value of the services actually performed by WELLENDS under the relevant PO/WO, except where otherwise required by applicable law.

WELLENDS shall not be liable for indirect, consequential or incidental losses, loss of production, loss of profit, business interruption or damages arising from conditions beyond the scope of its agreed NDT/PAUT services.

14. CONFIDENTIALITY

Both Parties shall maintain confidentiality regarding commercial terms, rates, technical information, client information and other confidential information received during the course of their business relationship.

Neither Party shall disclose such information to a third party without the prior consent of the other Party, except where disclosure is required by law or by the end client for execution of the work.



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15. NON-CIRCUMVENTION

During the validity of this MOU and for projects introduced through SATEC, WELLEND shall coordinate commercial matters through SATEC, unless otherwise mutually agreed in writing.

Similarly, SATEC shall not directly engage WELLEND's specifically deployed personnel for the same scope of work without mutual discussion and agreement.

16. CHANGE IN SCOPE

Any change in the scope of work, quantity, inspection method, manpower requirement, equipment requirement or project duration shall be mutually discussed.

Additional work shall be executed at mutually agreed rates and shall preferably be confirmed in writing before commencement.

17. TERM AND TERMINATION

This MOU shall remain valid for a period of **Five (5) year** from the date of signing, unless extended by mutual written consent.

Either Party may terminate this MOU by providing **30 days' written notice** to the other Party. However, termination of this MOU shall not affect:

- Work already completed;
- Payments due for services already rendered;
- Outstanding invoices;
- Equipment or manpower already mobilized; or
- Any obligations that have accrued prior to termination.

18. FORCE MAJEURE

Neither Party shall be held responsible for failure or delay in performance due to circumstances beyond its reasonable control, including natural disasters, war, government restrictions, strikes, civil disturbances, pandemics or other unforeseen events.

The affected Party shall inform the other Party as soon as reasonably possible.

19. RELATIONSHIP BETWEEN THE PARTIES

Nothing contained in this MOU shall be construed as creating a partnership, joint venture, employment relationship or agency between WELLEND and SATEC.

Both Parties shall remain independent entities.



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20. GOVERNING LAW AND DISPUTE RESOLUTION

The Parties shall make every effort to resolve any dispute arising out of this MOU through mutual discussion and negotiation.

In case the dispute cannot be resolved amicably, the matter shall be subject to the applicable laws of India and the jurisdiction of the competent courts at _____ Gujarat, unless otherwise mutually agreed in writing.

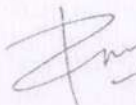
21. GENERAL

1. This MOU represents the general understanding between the Parties regarding NDT/PAUT services.
2. Specific project terms shall be governed by the respective PO/WO and mutually agreed written terms.
3. Any amendment to this MOU shall be valid only when made in writing and signed by authorized representatives of both Parties.
4. Neither Party shall assign its obligations under this MOU to a third party without prior written consent of the other Party.
5. In case of any conflict between this MOU and a specific mutually accepted PO/WO, the specific commercial and technical terms of the PO/WO shall apply to that particular project, unless otherwise agreed in writing.

IN WITNESS WHEREOF

The Parties have executed this Memorandum of Understanding on the date and place first mentioned above.

FOR WELLEND INSTITUTE OF NDT/PAUT AND SERVICES




Signature & Company Seal

Name: Ruchi Chaudhary

Designation: Proprietor

Date: 10/08/2026

FOR SATEC ENVIR ENGINEERING INDIA PVT. LTD.

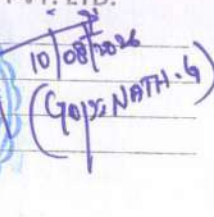
Authorized Signatory:

Name: _____

Designation: _____

Date: _____

Signature & Company Seal



10/08/2026
(Gopal Nath - 6)