

## PHILIPPINE NATIONAL OIL COMPANY

PNOC Building VI, Energy Center, Rizal Drive, BGC, Taguig City TIN 000-169-191-000 VAT

## PURCHASE ORDER

PY-716 (Rev. 09/88)

YOUR QUOTATION REFERENCE SUPPLIER NAME AND ADDRESS PO Nº 298623 SUN IMPACT ENTERPRISE QUOTATION SUBMITTED BY: REQUISITION NO. B40 L2 PH4 DECA CLARCK RESIDENCE MARGOT, EDGAR Z. CORNELIO PIP-22-094 ANGELES CITY, PAMPANGA DATE PO PREPARED December 23, 2022 DELIVER PROMPTLY TO ENERGY CENTER ABOVE PURCHASE ORDER AND REQUISITION NUMBERS MUST APPEAR ON ALL SHIPPING AND BILLING DOCUMENTS. ACCOUNTING CHARGES RIZAL DRIVE, BGC THE COMMODITY CODES SHOWN BELOW MUST APPEAR ON 20CA-06F ALL INVOICES AND SHIPPING LISTS, CAREFULLY READ AND TAGUIG CITY DOLLAR CONVERSION/AMOUNT FOLLOW ALL INSTRUCTIONS SHOWN AT THE BACK OF THIS ATTN: J.T. EVANGELISTA PURCHASE ORDER.

PAYMENT TERMS (UPON SUBMISSION OF ORIGINAL INVOICE & PO)

NET30 DAYS

DELIVERY TERM

FOB MANILA:

DELIVERY: WITHIIN NINETY (90) CALENDAR DAYS FROM

Nº 298623

RIGIN RECEIPT OF PUNCHASE ORDER

| EM<br>O. | COMMODITY                                | UM  | DESCRIPTION  | QUANTITY   | UNIT PRICE  | AMOUNT              |  |
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|          |  |   | - MONO CRYSTALLINE AND LITHIUM ION                         |  | Philippine Natio  | onal Oil Company    |  |
|          | April or Section                         | 2 00  | SENSOR CONTROL SYSTEM: AUTO TURN                           | DEE CHNICTION  | 1000 100 1100 11  |                     |  |
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|          | of darks reponses                        | 10.00                                       | WARRANTY: ONE (1) YEAR WARRANTY                            | com polition on  |   | 201130              |  |
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|          |  | ^^^^^^ NEXT PAGE (OTHER TERMS AND CONDITION |  |  |   |                     |  |
|          | rie ninvig fon avi<br>playme, afficier d |   | (a) herbits or any of its officers or representatives.)    | of part of the contract. In<br>or favor directly to or indi- |   |                     |  |
| gv       | rusin Libertia                           | ms to                                       | NOTE: 12% VATINCLUDED                                      | nicity through an ing<br>namble or any of its                | by of the Porchaser; (b)  |                     |  |
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| N O IVI  | ND CONDITION                             | JACC  | DATE AGGEFTED  | NEVIEWED BI.   | R.  | G. ERGARA           |  |
| CINIA    | L PO RECEIVED                            | DV:   | DATE RECEIVED  | APPROVED BY  |   | /                   |  |
|          | FURELEIVED                               | DI  | DATE RECEIVED:   | MEERWAY EN DIT.  | . C. P. POSADAS   | 1                   |  |

## **PURCHASE ORDER**

SUN IMPACT ENTERPRISE

SHEET NO 2 OF

PO NO 298623

ITEM COMMODITY UM QUANTITY DESCRIPTION UNIT PRICE **AMOUNT** NO CODE PERFORMANCE SECURITY: To guarantee the faithfull performance by the winning bidder of its obligation under the Contract / Purchase Order, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of Purchase Order. The performance security shall be denominated in Philippine Pesos and posted in favor of the PNOC in an amount equal to the percentage of the total Contract / Purchase Order price in accordance with the following schedule: Amount of Performance Form of Performance Security Security 1. Cash or Cashier's / Manager's Check Issued by a universal or commercial bank 2. Bank draft i guarantee or irrevocable letter of credit issued Five Percent (5%) by a universal or commercial bank, Provided, however, that PhP 157,409.06 it shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank 3. Surety Bond callable upon demand issued by a surety or Thirty Percent (30%) insurance company duly certified by the Insurance Commission as authorized to issue such security: and / or PhP 944,454.36 Failure to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security. WARRANTY TOSUN IMPACT ENTERPRISE (SIE) warrants that the Goods supplied under the Purchase Order are new and unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the PNOC provides otherwise. ^^^^ NEXT PAGE (CONTINUATION OF WARRANTY) ^ SUPPLIER ACCEPTANCE REVIEW AND APPROVAL TERMS AND CONDITION ACCEPTED BY DATE ACCEPTED REVIEWED BY ORIGINAL PO RECEIVED BY DATE RECEIVED APPROVED BY

## PURCHASE ORDER

SHEET NO 3 OF

PO NO SUN IMPACT ENTERPRISE 298623 ITEM COMMODITY UM DESCRIPTION QUANTITY UNIT PRICE **AMOUNT** NO CODE SIE further warrants that all Goods supplied under this Purchase Order shall have no defect, arising from design, materials, or workmanship or from any act or omission of SIE that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. The PNOC shall promptly notify SIE in writing of any claims arising under this warranty. Upon receipt of such notice, SIE shall, within the period specified in the bidding documents and with all the reasonable speed, repair or replace the defective goods or parts thereof, without cost to the PNOC If SIE having been notified, fails to remedy the defect(s) within the period specified in the bidding documents, the PNOC may proceed to take such remedial action as may be necessary, at SIE's risk and expense and without prejudice to any other rights which the PNOC may have against SIE under the contract and under the applicable law. LIQUIDATED DAMAGES: When SIE falls to satisfactorily deliver goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, SIE shall be liable for damages for the delay and shall pay PNOC liquidated damages, not by way of penalty, an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by PNOC. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, PNOC may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid. AAAAAAAAAAAAAA NOTHING FOLLOWS A SUPPLIER ACCEPTANCE REVIEW AND APPROVAL TERMS AND CONDITION ACCEPTED BY DATE ACCEPTED REVIEWED BY ORIGINAL PO RECEIVED BY DATE RECEIVED APPROVED N