



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)

SUPPLIER NAME AND ADDRESS SUN IMPACT ENTERPRISE B40 L2 PH4 DECA CLARCK RESIDENCE MARGOT, ANGELES CITY, PAMPANGA	YOUR QUOTATION REFERENCE QUOTATION SUBMITTED BY: EDGAR Z. CORNELIO	PO No 298623
		REQUISITION NO. PIP-22-094
DELIVER PROMPTLY TO PNOC BLDG. 6, ENERGY CENTER RIZAL DRIVE, BGC TAGUIG CITY ATTN: J.T. EVANGELISTA		DATE PO PREPARED December 23, 2022
ABOVE PURCHASE ORDER AND REQUISITION NUMBERS MUST APPEAR ON ALL SHIPPING AND BILLING DOCUMENTS. THE COMMODITY CODES SHOWN BELOW MUST APPEAR ON ALL INVOICES AND SHIPPING LISTS. CAREFULLY READ AND FOLLOW ALL INSTRUCTIONS SHOWN AT THE BACK OF THIS PURCHASE ORDER.		ACCOUNTING CHARGES 20CA-06F
PAYMENT TERMS (UPON SUBMISSION OF ORIGINAL INVOICE & PO) NET 30 DAYS		DOLLAR CONVERSION/AMOUNT

DELIVERY TERM FOB MANILA: DELIVERY: WITHIN NINETY (90) CALENDAR DAYS FROM RECEIPT OF PURCHASE ORDER

ORIGIN

ITEM NO.	COMMODITY CODE	UM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
		assy	SOLAR POWERED EXPLOSION PROOF LIGHT CLASS 1 DIVISION I: 2 ASSEMBLIES (DEFENDER AT-FEL-C) - 100 W (13000 LM) - 130LMW - 25° / 60° / 120° - 3000K TO 5000K - CRI Ra>70 - WORKING TEMPERATURE (-50 TO +60°C) - COMPLIANT ON UL844 & CSA C22.2(30-M1986) CLASS 1 DIVISION II: 8 ASSEMBLIES (DES-1100) - 100 W (130 LMW) - 5000K - MORE THAN 50,000 HOURS LIFE TIME - WORKING TEMPERATURE (-50 TO +60°C) - CRI Ra>70 - COMPLIANT ON UL844 & CSA C22.2(137-M1981) SOLAR PANEL - MONO CRYSTALLINE AND LITHIUM ION SENSOR CONTROL SYSTEM: AUTO TURN OFF FUNCTION WITH BRACKET FOR PROVISION FOR POLE MOUNTING WARRANTY: ONE (1) YEAR WARRANTY ***** NEXT PAGE (OTHER TERMS AND CONDITIONS) ***** NOTE: 12% VAT INCLUDED	10	314,818.12	PhP 3,148,181.20

Philippine National Oil Company



OTH0D267F3C

SUPPLIER ACCEPTANCE TERMS AND CONDITIONS ACCEPTED BY:		REVIEW AND APPROVAL DATE ACCEPTED:		REVIEWED BY:	
ORIGINAL PO RECEIVED BY:		DATE RECEIVED:		APPROVED BY: PRES. J. C. P. POSADAS	

SUPPLIER'S COPY

No 298623

PURCHASE ORDER

PY - 717 (REV 01/92)

CONDITIONS AND INSTRUCTIONS

SUN IMPACT ENTERPRISE

SHEET NO ² OF ³

PO NO 298623

ITEM NO	COMMODITY CODE	UM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT								
			<p>PERFORMANCE SECURITY:</p> <p>To guarantee the faithful 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.</p> <p>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:</p> <table border="1" data-bbox="391 683 1524 1176"> <thead> <tr> <th>Form of Performance Security</th> <th>Amount of Performance Security</th> </tr> </thead> <tbody> <tr> <td>1. Cash or Cashier's / Manager's Check issued by a universal or commercial bank</td> <td></td> </tr> <tr> <td>2. Bank draft / guarantee or irrevocable letter of credit issued by a universal or commercial bank. Provided, however, that it shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank</td> <td>Five Percent (5%) PhP 157,409.06</td> </tr> <tr> <td>3. Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security: and / or</td> <td>Thirty Percent (30%) PhP 944,454.36</td> </tr> </tbody> </table>				Form of Performance Security	Amount of Performance Security	1. Cash or Cashier's / Manager's Check issued by a universal or commercial bank		2. Bank draft / guarantee or irrevocable letter of credit issued by a universal or commercial bank. Provided, however, that it shall be confirmed or authenticated by a universal or commercial bank, if issued by a foreign bank	Five Percent (5%) PhP 157,409.06	3. Surety Bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security: and / or	Thirty Percent (30%) PhP 944,454.36
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			<p>Failure to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.</p> <p>WARRANTY:</p> <p>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.</p> <p>***** NEXT PAGE (CONTINUATION OF WARRANTY) *****</p>											

SUPPLIER ACCEPTANCE		REVIEW AND APPROVAL	
TERMS AND CONDITION ACCEPTED BY	DATE ACCEPTED	REVIEWED BY	R.G. VERGARA
ORIGINAL PO RECEIVED BY	DATE RECEIVED	APPROVED BY	PRES. J. C. P. POSADAS

PURCHASE ORDER


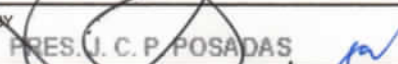
PY - 717 (REV 01/02)

CONDITIONS AND RESTRICTIONS

SUN IMPACT ENTERPRISE

SHEET NO 3 OF 3

PO NO 298623

ITEM NO	COMMODITY CODE	UM	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
<p>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.</p> <p>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.</p> <p>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.</p> <p>LIQUIDATED DAMAGES: When SIE fails 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.</p>						
<p>***** NOTHING FOLLOWS *****</p>						
<p>SUPPLIER ACCEPTANCE</p>				<p>REVIEW AND APPROVAL</p>		
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