

AIR CONDITIONING DIVISION
RHEEM SALES COMPANY INC.
1100 ABERNATHY ROAD
SUITE 1700
ATLANTA GA 30328
UNITED STATES



PURCHASE ORDER RELEASE

BUYER: GUERRA GARCIA,CLAUDIA	VENDOR NO: 47479	DATE: 27-NOV-2019	DOCUMENT NO: 30065153-2 REV: 0
MARK FOR: DIRECT	CONTRACT:	THIS NUMBER MUST APPEAR ON ALL CORRESPONDENCE, INVOICES, PACKING SLIPS AND PACKAGES.	
FOB: SHIPPING POINT	TERMS: Net 75	ROUTING: SEE ROUTING SHEET	

SUPPLIER NAME & ADDRESS:
MICROTECHNOLOGIES SA LLC
2901 GATEWAY DR #3
POMPANO BEACH, FL 33069
UNITED STATES

SHIPPING ADDRESS:
PLANT AC52 (A/C)
8411 GAVIN ROAD
SUITE B
LAREDO, TX 78045
UNITED STATES

BILLING ADDRESS:
800 INTERSTATE PARK DRIVE
MONTGOMERY, AL 36109
UNITED STATES

Contact : ESPINOZA KAREN
Phone :

S.NO.	AG L.NO.	ITEM NUMBER	DESCRIPTION	NEED BY DATE	QUANTITY	UOM	UNIT PRICE(USD)	AMOUNT(USD)
1	10	42-22692-09 Your #:2000XO-0004	SWITCH - PUSH BUTTON <u>Supplier Item:</u> 2000XO-0004	07-JAN-2020	6400	EACH	1.42000	9,088.000
	10	42-22692-09 Your #:2000XO-0004	SWITCH - PUSH BUTTON <u>Supplier Item:</u> 2000XO-0004	14-JAN-2020	6400	EACH	1.42000	9,088.000
2	22	42-105499-04 Your #:9375VS-0097	PRESSURE SWITCH - (-.60") - MPL - 1/4" R/00 <u>Supplier Item:</u> 9375VS-0097	14-JAN-2020	1200	EACH	2.44000	2,928.000
3	51	42-106257-01 Your #:9375VS-0006	MPL PRESSURE SWITCH (-.30") <u>Supplier Item:</u> 9375VS-0006	16-JAN-2020	2652	EACH	2.54000	6,736.080
4	52	42-105499-06 Your #:9375VS-0155	PRESSURE SWITCH - (-.80") - MPL - 1/4" <u>Supplier Item:</u> 9375VS-0155	09-JAN-2020	900	EACH	2.44000	2,196.000
	52	42-105499-06 Your #:9375VS-0155	PRESSURE SWITCH - (-.80") - MPL - 1/4" <u>Supplier Item:</u> 9375VS-0155	16-JAN-2020	600	EACH	2.44000	1,464.000
5		42-105499-08	PRESSURE SWITCH - (-.30") - MPL - 1/4"					

	54	Your #:9375VS-0157	<u>Supplier Item:</u> 9375VS-0157	09-JAN-2020	400	EACH	2.44000	976.000
	54	Your #:9375VS-0157	<u>Supplier Item:</u> 9375VS-0157	16-JAN-2020	400	EACH	2.44000	976.000
6	55	42-105499-09 Your #:9375VS-0158	PRESSURE SWITCH - (-.70") - MPL - 1/4" <u>Supplier Item:</u> 9375VS-0158	07-JAN-2020	100	EACH	2.44000	244.000
	55	Your #:9375VS-0158	<u>Supplier Item:</u> 9375VS-0158	16-JAN-2020	400	EACH	2.44000	976.000
7	56	42-105583-10 Your #:9375VS-0159	PRESSURE SWITCH - (-.60") - MPL - 3/16" <u>Supplier Item:</u> 9375VS-0159	08-JAN-2020	300	EACH	2.44000	732.000
	56	Your #:9375VS-0159	<u>Supplier Item:</u> 9375VS-0159	15-JAN-2020	300	EACH	2.44000	732.000
8	57	42-105583-11 Your #:9375VS-0160	PRESSURE SWITCH - (-.80") - MPL - 3/16" <u>Supplier Item:</u> 9375VS-0160	16-JAN-2020	100	EACH	2.44000	244.000
9	58	42-105583-12 Your #:9375VS-0161	PRESSURE SWITCH - (-.55") - MPL - 3/16" <u>Supplier Item:</u> 9375VS-0161	15-JAN-2020	100	EACH	2.44000	244.000
INVOICING INSTRUCTIONS: The original invoice must be mailed to the "Billing Address" location on each purchase order within 24 hours of shipment. Discount period will begin on date invoices are received in buyer's accounting offices. Separate invoice must be furnished for each shipment of each order showing point of shipment and routing. Attach the original bill of lading and express bill for any prepaid express or freight shipment.					SUB TOTAL			36,624.08
					TAX TOTAL			0.00
					GRAND TOTAL			36,624.08
NOTE:								
Attachments: NO								
BY _____								
DATE 11/27/2019_____								

Terms and Conditions

1. ACCEPTANCE - ANY OF THE FOLLOWING ACTS BY SELLER SHALL CONSTITUTE ACCEPTANCE OF THIS ORDER AND ALL OF ITS TERMS AND CONDITIONS: SIGNING AND RETURNING A COPY OF THIS ORDER; DELIVERY OF ANY OF THE GOODS OR PERFORMANCE OF ANY OF THE SERVICES ORDERED; COMMENCEMENT OF PERFORMANCE; OR RETURNING ANY FORM OF ACKNOWLEDGEMENT. ACCEPTANCE OF THIS ORDER IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN AND THIS ORDER CAN ONLY BE ACCEPTED ON THESE TERMS. ANY ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS IN SELLER'S ACKNOWLEDGEMENT, GENERAL TERMS AND CONDITIONS OF SALE, INVOICE, ANY PRIOR PROPOSAL OR IN ANY OTHER SELLER DOCUMENT SHALL NOT BE BINDING ON THE BUYER. The Buyer's purchase order and these Terms and Conditions (collectively, the "Order") constitute the entire agreement between the Seller and Buyer with respect to its subject matter. To the extent of any conflict between these Terms and Conditions and any written supply agreement that has been negotiated and executed by authorized representatives of Buyer and Seller that governs the goods or services referenced herein, the terms contained in said supply agreement will control.
2. PRICES - The prices contained in this Order shall be considered as maximum prices not subject to upward revision. If prices are not stated, Seller shall offer its lowest prices, which shall be subject to written acceptance by Buyer. Seller warrants that the prices charged for the goods and/or services covered by the Order will be as low as the lowest prices charged by Seller to any other customers purchasing similar goods and/or services. Prices of any goods, delivered or undelivered, under this Order are not subject to increase by Seller in the event of any governmental action or any cause (even beyond Seller's control) affecting Seller's cost or expenses after the date of this Order, including but not limited to duties, taxes, other governmental charges, assessments, freight and insurance costs and fluctuations in exchange rates.
3. TAXES - No federal, state or local taxes on the goods or services furnished hereunder or on the sale, purchase, transportation, use or possession thereof shall be included in any invoice delivered to Buyer unless specifically itemized. If Buyer furnishes Seller an exemption certificate, or any similar proof of exemption with respect to any federal, state or local tax included in any such invoice, such invoice shall be adjusted to eliminate such tax.
4. DELIVERY - Seller shall comply with the delivery schedule for the Order, including any amendment or supplement to it, specified by Buyer. Buyer shall have the option either to refuse acceptance of any shipment made in advance of the delivery schedule or to accept such shipment but require Seller to defer submission of invoices thereon until such time as the shipment was due to be made in compliance with the delivery schedule set forth in this Order.
5. PACKAGING - Goods must be delivered in standard commercial containers acceptable by carrier for safe transportation at the lowest rate at point of delivery. No charges shall be allowed for drayage, blocking or packaging except as otherwise specified herein. Seller shall assume and pay all extra expenses accruing on account of improper packaging.
6. MARKING - Packages must be marked with shipper's name and Buyer's purchase order number, and must contain two copies of the complete list of goods contained therein. If more than one package is shipped, each one must be numbered. The number of the package must be identified with the contents as shown on the shipping or packaging list. Any extra expense due to dunnage, waiting time, and the like resulting from the lack of the above information shall be deducted from Buyer's remittance in payment of Seller's invoices.
7. MODIFICATION - This Order may not be modified or changed in any manner, except by an instrument in writing signed by an authorized representative of Buyer; provided, however, that Buyer reserves the right to issue written modifications, which the Seller agrees to accept, changing the time or rate of delivery of goods or services covered by the Order. In the event such acceptance by Seller of Buyer's written modification results in an increase or decrease in cost of the goods or services remaining to be delivered, Buyer and Seller agree to negotiate an equitable adjustment of the prices specified herein.
8. WARRANTY - Seller warrants with respect to goods purchased and sold under this Order that: (a) it has good title to the goods, (b) the goods are free from liens, security interests and encumbrances of any kind, (c) the goods conform to the specifications, drawings and samples approved by Buyer in connection with this Order, (d) the goods are fit for the purpose for which Buyer purchased them, (e) the goods are merchantable, (f) the goods are free of defects in design, materials and workmanship and (g) the goods have been manufactured in a good and workmanlike manner using the highest quality material in conformity with the best standard practices. This warranty shall survive any inspection, acceptance or return of any such goods and shall run to Buyer, its successors, assigns, customers and users of its goods. If goods delivered pursuant to this Order are found within 72 months after acceptance not to be as warranted, Buyer may, in addition to any other rights Buyer may have, return such goods to Seller, at Seller's expense, for repair, replacement, or refund of price, as Buyer may elect. Any goods repaired or furnished in replacement shall be subject to all the terms and conditions hereof to the same extent as if initially furnished hereunder. Seller further warrants that all services will be performed in a competent and professional manner, in accordance with the highest standards and best practices in the industry, and in accordance with the specifications agreed or approved by Buyer. Any attempt by Seller to limit, disclaim or restrict any such warranties or remedies by acknowledgement or otherwise shall be null, void and ineffective.
9. INSPECTION OF MATERIAL - Seller agrees to inspect all goods covered by this Order and, when requested by Buyer, to include an inspection certificate with each shipment. All goods shall be subject to Buyer's inspection and approval after arrival notwithstanding any prior inspection or payment. If any goods covered by this Order are defective or otherwise not in conformity with the requirements of this Order, by written notice to Seller, Buyer may elect to: (a) rescind this Order as to such goods, (b) accept goods at an equitable reduction in price, or (c) reject such goods and require the delivery of replacements. Deliveries of replacements shall be accompanied by a written notice specifying that such goods are replacements. If Seller fails to deliver required replacements promptly, Buyer may (i) replace or correct such goods and charge Seller the cost occasioned by Buyer thereby, and/or (ii) terminate this Order for default. No inspection (including source inspection), test, approval (including design approval) or acceptance of goods ordered shall relieve Seller from responsibility for defects or other failures to meet the requirements of this Order. Rights granted to Buyer herein are in addition to any other rights or remedies provided at law or in equity. Seller agrees to pay Buyer's expenses, including demurrage, handling and storage charges and freight both ways, with respect to rejected goods.
10. DELAYS - Whenever the timely performance of this Order may be delayed, or is delayed, Seller shall immediately notify Buyer in writing of all relevant information with respect to such delay.
11. RISK OF LOSS - Seller shall bear all risk of loss and damage to goods covered by this Order until Buyer's final acceptance at the destination specified on the face of this Order. This paragraph shall apply notwithstanding any use of the term "F.O.B." or other delivery term in this Order.
12. DESIGN AND INVENTION RIGHTS - If this Order has as one of its purposes design, experimental, developmental or research work, Seller agrees to communicate promptly to Buyer full details of any design or invention (whether or not patentable) conceived or first reduced to practice by Seller or any of its employees in connection with the performance of this Order. Upon Buyer's request, Seller shall assign or cause to be assigned to Buyer without compensation all right, title and interest of Seller or its employees in and to each such design or invention, and perform or cause to be performed all acts (at Buyer's expense) and execute or cause to be executed all papers that are necessary to vest in Buyer full right, title and interest therein, including the patenting thereof.
13. COMPLIANCE WITH LAWS - Seller certifies that the goods to be furnished or the services to be rendered hereunder are in compliance with all applicable federal, state, and local laws, rules and regulations, whether now in force or hereinafter enacted, including, without limitation, the Fair Labor Standards Act of 1938; the Civil Rights Act of 1964; the Federal Food, Drug and Cosmetic Act; the Occupational Safety and Health Act of 1970; and the California Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"). If this Order relates to goods that may require a consumer warning under Proposition 65, Seller shall be solely responsible for compliance with Proposition 65 for the goods, including providing any required product warnings. Seller shall indemnify, hold harmless, and defend Buyer from all losses, expenses, damages, costs, liabilities, claims, settlements, awards and judgments arising or otherwise related to compliance with Proposition 65 for the goods. Seller further certifies that its price to Buyer hereunder is proper under all applicable laws, and is in compliance with any current federal pricing policy or law directed at controlling or stabilizing prices.
14. INDEMNIFICATIONS - Seller shall defend, indemnify and hold harmless Buyer and Buyer's affiliates, and each of their employees, officers, directors, agents, successors, assigns, customers and end-users of its products, from and against all losses, expenses, damages, costs, liabilities, claims, settlements, awards and judgments based on a claim that any good or service furnished by Seller, as well as any system, device or process incorporating or resulting from the use thereof, constitutes an infringement or misappropriation of any patent, trademark, copyright, trade secret or other intellectual property right. Seller shall defend, indemnify and hold harmless Buyer and Buyer's affiliates, and each of their employees, officers, directors, agents, successors, assigns, from and against all losses, expenses, damages, costs, liabilities, claims, settlements, awards and judgments arising out of, as a result of or in connection with: (a) Seller's acts and omissions in the performance of this Order or (b) any defect in design, materials, workmanship or quality of the goods and/or services or (c) Seller's negligence or willful misconduct or (d) any breach of any express or implied warranty or (e) Seller's violation of any federal, state or local law, executive order, rule or regulation. Seller shall maintain commercial general liability insurance (including products liability/completed operations coverage) with adequate limits satisfactory to Buyer and shall maintain proper Workmen's Compensation and Employer's Liability insurance covering all employees engaged in the performance of this Order, and, upon Buyer's request, shall furnish to Buyer appropriate evidence of such insurance.
15. DRAWINGS AND DATA - Buyer retains all rights in drawings, engineering instructions, specifications and other data furnished to Seller by Buyer, and no such drawings, engineering instructions, specifications, or other data shall be reproduced or in any way used, in whole or in part, in connection with goods and/or services furnished to others, and must be returned to Buyer immediately upon Buyer's request.
16. MATERIALS AND TOOLS - If Buyer furnishes to Seller any dies, molds, jigs, tools, test equipment, and the like ("Tooling"), or pays for Tooling, then title thereto shall remain or vest in Buyer, and Seller shall identify, maintain and preserve all Tooling. All Tooling must be repaired, renewed and fully insured by Seller against loss and damage, as directed by Buyer. All Tooling is subject to removal by Buyer at any time upon Buyer's demand.
17. CANCELLATION - For Seller's failure to comply with any terms or conditions hereof, Buyer may cancel this Order, in whole or in part, without further liability to the Seller. Such cancellation, however shall be without prejudice to any claim Buyer may have against Seller for breach inducing cancellation. Failure of Buyer to insist on strict performance or observance by Seller of this Order, these Terms and Conditions or Buyer's right in any one or more instances shall not constitute a waiver by Buyer of such performance, conditions or rights either then or for the future. Buyer may cancel this Order without further cost or liability to Seller in the event that any proceedings are instituted by or against Seller in bankruptcy or insolvency, or in the event of any assignment by Seller for the benefit of creditors.
18. ASSIGNMENT - Seller shall not, without prior written consent of Buyer, assign or pledge this Order or any of Seller's right or obligations hereunder. Any assignment or attempted assignment made without such consent shall be void as to Buyer.
19. GOVERNING LAW; LANGUAGE - For Orders placed by a Buyer incorporated or organized within the United States of America, the validity, performance and all matters relating to the interpretation and effect of this Order and all further documents executed pursuant to it shall be construed and interpreted in accordance with the laws of the State of Georgia, USA, excluding its rules on the conflict of laws. For Orders placed by a Buyer incorporated or organized within Canada: (1) the validity, performance and all matters relating to the interpretation and effect of this Order and all further documents executed pursuant to it shall be construed and interpreted in accordance with the laws of the Province of Ontario, excluding its rules on the conflict of laws, and (2) the parties have required that this Order and all deeds, documents and notices relating to this Order be drawn up in the English language. Les parties aux présentes ont exigé que le présent contrat et tous autres contrats, documents ou avis afférents aux présentes soient rédigés en langue anglaise. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is not applicable to this Order.
20. SUPPLIER CODE OF CONDUCT - Seller shall comply with Buyer's Supplier Code of Conduct, which can be viewed at <http://www.rheem.com/about/legal>, in providing goods and services under this Order. Any violation of the Supplier Code of Conduct may cause Buyer to cease doing business with Seller.