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| PTSC logo | **PTSC MECHANICAL & CONSTRUCTION** |  |

## **PURCHASE ORDER**

**PTSC MECHANICAL & CONSTRUCTION JOINT STOCK COMPANY “PTSC M&C”,** a company duly organized under the law of the Socialist Republic of Vietnam and having its registered office at 31, 30/4 Street, Vung Tau City, S.R. Vietnam, Tel: +84-64-3838834, Fax: +84-64-3838170 hereinafter called Buyer, confirms by this Purchase Order (PO) that the Goods listed hereunder have been ordered from Seller named below in accordance with the following terms and conditions:

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| **SELLER**  Tel:  Fax:  Attn: | **Package Description:** | **Purchase Order No.:**  -/PTSCMC-/MHH-E  PO Date:  Effective Date:  No. of Pages: 05 |

1. **PURCHASE ORDER DOCUMENTS**

The Purchase Order consists of this document and the documents as listed below. In the event of ambiguity, discrepancy or conflict among the documents, the following shall be the order of precedence with this Purchase Order being of the highest:

* This Purchase Order
* Appendix 1 – Schedule of Prices

1. **SCOPE OF WORK**

The Goods to be supplied by Seller under this Purchase Order shall be genuine, brand new and manufactured in strict compliance with all technical specification requirements as specified in the Appendix No.1 – Schedule of Price.

Any deviation to the said documents must be agreed and approved by Buyer in writing.

1. **PURCHASE ORDER VALUE** 
   * 1. Total Purchase Order Price (***In words: ……………………. Only***) understood as CIF Ho Chi Minh Port, S.R Vietnam

Refer to Appendix 1 – Schedule of Prices for details.

* + 1. The meaning of CIF herein is interpreted in accordance with Incoterms (ICC Official Rules for the Interpretation of Trade Terms) - Edition 2010. The above Purchase Order Price is inclusive of all expenses and costs which may be incurred in connection with the handling of and making the Goods available at the Delivery Point.
  1. The Prices specified herein are fixed and firm for the duration of Purchase Order and are not subject to adjustment for inflation, currency exchange fluctuation, or any other reasons.

1. **DELIVERY** 
   1. Delivery time: The Goods shall be delivered to the Delivery Point as per below:

**Within** from the PO effective date.

Port of Loading: Any port in Singapore

Port of Discharge: Ho Chi Minh port, Ho Chi Minh City, S.R Viet Nam

Partial shipment and trans-shipment are not allowed.

* 1. In no case will the delivery/receipt of Goods at the Delivery Point constitute Buyer’s acceptance of quality and quantity of the Goods supplied under this Purchase Order. Such acceptance of quality and quantity shall only be given when the Goods arrive in the final destination at PTSC MC Fabrication yard in Vung Tau City, S.R Vietnam and Buyer has issued a delivery receipt notice without qualification or exception.
  2. Any Overage, Shortage, Damages (OS&D) and/or discrepancies against the Purchase Order requirements shall be advised by Buyer to Seller within fourteen (14) days upon receipt of the Goods at the final destination. Upon receipt of such notification from Buyer, Seller shall use its best endeavors to clear such OS&D and discrepancies in a timely manner as required in accordance with Purchase Order Terms & Conditions.
  3. In the event the Goods be delivered to the Place of delivery later than the above mentioned delivery time, the Seller shall be subject to a penalty of 0.5% Purchase Contract Value for each day delay beyond the above mentioned delivery time up to a cumulative maximum of 8% Purchase Contract Value. Should the delivery of the Goods be delayed for more than 10 days, the Buyer shall, without prejudice to any other rights it may have under this Purchase Contract, be entitled to cancel this Purchase Contract forthwith without any compensation to the Seller.

1. **PACKING** 
   1. Marking: The product shall be marking as per manufacturer standard.
   2. Packing requirements:

Seller is to follow the packing provisions as per manufacturer standard.

* 1. Shipping Documentation: Not applicable

1. **INVOICING AND PAYMENT** 
   1. 100% Purchase Order value shall be made by Telegraphic Transfer in USD within thirty (30) days upon receipt of goods together with a full set of supporting documents for each shipment as specified below:

* Three (3/3) original signed **Tax Invoice** duly signed by Seller and consigning to **PTSC M&C Co., Ltd.** as instructed in the **Sub-clauses 6.2 and 6.3** below.
* Three (03) copies of Mill test Certificate for all items from manufacturer.
* Two (2/2) Originals **Certificate of Origin** issued by the Chamber of Commerce of the Seller’s Country and/or manufacturer’s country.
* Two (02) original and two (02) duplicate copies of **Commercial** **Invoice** and **Packing List** duly signed by Seller **consigning to** Bien Dong Petroleum Operating Company, C/O to Petroleum Offshore Trading & Service (POTS) and notifying party to PTSC Mechanical & Construction Co., Ltd (PTSC M&C)**.** Refer to Shipping Instruction for details of the Commercial Invoice and Packing List
* One (01) original and two (02) duplicate copies of **Insurance Certificate indicating** 110% coverage of the Contract Value for the Goods supplied under this Contract for all risks clauses.
* One (01) copy of Surrender **Bill of Lading** clean “shipped onboard“,marked Freight Prepaid **consigning to** Bien Dong Petroleum Operating Company, C/O to Petroleum Offshore Trading & Service (POTS) and notifying party to PTSC Mechanical & Construction Co., Ltd (PTSC M&C). Refer to Shipping Instruction for details of the BL**.**

* 1. Seller’s Bank details: Payment shall be made to the Seller’s bank account as follow:

Beneficiary Name :

Beneficiary Bank Name :

Bank Address :

Beneficiary Account No. :

Swift Code :

* 1. **All banking expenses outside S.R.Vietnam are at Seller’s account.**

**All banking expenses inside S.R.Vietnam are at Buyer’s account.**

1. **PERFORMANCE BOND**

Not applicable

1. **INSPECTION**

Not applicable

1. **VENDOR DATA**

Not applicable

1. **PROGRESS REPORTING:**

Not applicable

1. **CORRESPONDENCE WITH BUYER**
   1. All future correspondence including Emails/Facsimiles/Letters/Memos from Seller to Buyer concerning this Purchase Order shall have a reference numbering system to provide a means of checking that all correspondence has been received. Such correspondence shall reference the Purchase Order Number, Package Description and Materials Requisition Number.
   2. All Facsimiles/Letters/Memos from Seller to Buyer shall be addressed to the assigned Buyer’s Representative at the below contact details:

PTSC Mechanical & Construction Co., Ltd.

No. 31, 30/4 Street, Ward 9, Vung Tau City, S.R. Vietnam

Tel: 84 64 3838 834

Fax: 84 64 3838170

Attention: Tran Thi Thanh Huyen/Nguyen Manh Thang

Email: huyentran@ptsc.com.vn/thangmanhnguyen@ptsc.com.vn

* 1. All instructions between Buyer’s Representative and Seller shall be confirmed in writing. Claims based upon verbal instruction will not be accepted.

1. **CORRESPONDENCE WITH SELLER**

All future correspondence including Emails/Facsimiles/Letters/Memos from Buyer to Seller concerning this Purchase Order shall reference the Purchase Order Number, Package Description and Materials Requisition Number and shall be addressed to Seller’s Representative at the contact details as follow:

Name:   
Address:

Phone:    Fax:

1. **PROVISION OF SHIPPING DOCUMENTS**

13.1 Within one (01) days before the shipping date, Seller shall send Buyer via Email and Fax a **Shipping advice** identifying the vessel name, the date of departure, the estimated arrival date of the Goods and **draft shipping documents** in native file for Buyer’s review and approval before official issuance. All the above required documents must be sent to the following persons:

PTSC Mechanical & Construction Co., Ltd.

# 31, 30/4 Street, Ward 9, Vung Tau City, Vietnam

Tel: +84-64-838834

Fax: +84-64-838170

Attention: Mr. Vu Minh Hoang

Email address : [hoangmvu@ptsc.com.vn](mailto:hoangmvu@ptsc.com.vn)

13.2 Upon dispatch of Goods from the Port of Loading but no later than two (02) days after the **BL**, Seller shall at its own cost promptly send to Buyer’s Representative at contact details as indicated in Sub-clause 13.1 above by first-class express courier a full set of shipping documents as described in the Shipping Instructions attached hereto.

* 1. Seller shall also send by fax/Email the following documents to Buyer’s Representative at contact details as indicated in Sub-clause 13.1 above as soon as they are made available upon dispatch of the Goods from port of Loading:

- The copy of Surrender Bill of Lading

- Signed **Commercial Invoice** representingthe amount of 100% of the shipment value

- **Packing List**

13.4 Failure by Seller to provide all required shipping documents may result in additional charges being incurred by Buyer, such as bond rental and/or port demurrage charges, which Buyer reserves the right to deduct from any amount payable to Seller under the Purchase Order.

1. **SPECIAL TERMS & CONDITIONS (Not Applicable)**

**FOR SELLER**  **FOR BUYER**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Title:

Company: Company: PTSC M&C

**Appendix 1 - Schedule of Prices  
PO No…...…..-/PTSCMC-/MHH-E**

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| --- | --- | --- | --- | --- | --- |
| **NO.** | **DESCRIPTION** | **UNIT** | **QTY** | **UNIT PRICE ()** | **EXT. PRICE ()** |
| **I** | **Time of delivery: from the date of PO** | | | | |
|  |  |  |  |  |  |
| **II** | **Transportation, Insurance & Packing base on CIF Ho Chi Minh port, Ho Chi Minh city, Viet Nam ()** | | |  | |
| **III** | **Total purchase order base on CIF Ho Chi Minh port, Ho Chi Minh city, S.R Viet Nam ()** | | |  | |