



PURCHASE ORDER

Vendor Code :

Attn :

Email :

Telephone No. :

Fax. No. :

VARIATION TO PURCHASE ORDER	
PO number	:
Date	:
Buyer	:
Tel. No.	:
Email	:
Variation No.	:
Urgency	:

Delivery to: Nghi Son Refinery and Petrochemical Limited Liability Company

Address: Administration Building, Gate No.1 (of the Refinery), Km 5, Road 513,
Nghi Son Economic Zone, Hai Yen Commune, Nghi Son District, Thanh Hoa Province

Attn: Mr. Nguyen Van Tho – Warehouse Dept

Email: tho.nv@@nsrp.com.vn

Tel.:

OR

Attn: Mr. Le Duc Tai – Warehouse Dept

Email: tai.ld@nsrp.com.vn

Tel.:

* * * * *

Invoice to: Nghi Son Refinery and Petrochemical Limited Liability Company

Attn: Mr. Nguyen Minh Tien - Accounting Dept

Address: Administration Building, Gate No.1 (of the Refinery), Km 5, Road 513,
Nghi Son Economic Zone, Hai Yen Commune, Nghi Son District, Thanh Hoa Province

Tel.: +84 (0) 383 413 226

Email: Tien.nm1@nsrp.com.vn

Fax:

Details of NSRP's information (in Vietnamese language as required by Vietnam Law) to be included in the invoice:

Tên: Công ty Trách Nhiệm Hữu Hạn Lộc Hóa Dầu Nghi Sơn

Địa Chỉ: Khu Kinh tế Nghi Sơn, Xã Hải Yến, Thị xã Nghi Sơn, Tỉnh Thanh Hóa

MST: 2801149686

Delivery instructions: N/A

**** Receipt Acknowledgement required for this document ****



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Scope of Supply

Supply and delivery materials or services specified below according to the terms and conditions indicated within this Purchase Order and/or relevant Contract which has been signed between Contractor & Purchaser.

General Instructions

Scope of Supply

Supply and deliver materials specified below:

Terms of Payment: [abc-xyz]

Incoterm: [abc-xyz]

Country of Origin

The Country of Origin certificate must list all the countries where the goods are manufactured, including the country of export.

Note: all items manufactured in Japan must be supplied with a "non-radiation" certificate.

Packing

Packing and methods of protection shall be chosen based on, but not limited to the following considerations,

Forces imposed on packages during transit or handling,

Climatic conditions,

Potential pilferage hazards,

Proposed lifting method,

Requirement for slippage protection,

Requirement for protection against tilting or upending.

Marking

In addition to the shipping marks, the packages should also show any special handling instructions, including centre of gravity, and markings with the use of international symbols as "fragile", "keep dry", "this side up", "sling here", and "periodic inspection required" shall be indicated when applicable.

Where stowage and/or walking on the package top face are prohibited by the nature of the contents or packing, this fact shall be clearly marked on the package.

All markings shall be legible, permanent, and un-obscured by banding or in any other way. Large packages shall be marked on at least two sides in readily discernible lettering on 50 mm minimum height.

Shipping Mark

Each package shall be marked for shipping purposes as follows,

Nghi Son Refinery and Petrochemical Limited Liability Company

Thanh Hoa Province, Vietnam.

PURCHASE ORDER and/or CONTRACT NUMBER:

BOX / PACKAGE NO. ## of ##

TOTAL NET WEIGHT ###KG/ GROSS WEIGHT ###KG



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Special note when spares are ordered:

The BUYER's 10-digit Material Master Number shall be affixed to the corresponding item(s) of the Purchase order and must be affixed either by way of labels or permanent ink marking on the individual item's packaging.

Currency: VND

Item	Material/ Service	Description	Qty	U/M	Unit Price	Order Value
10						
		Maximo No. :				
		IDD:				
		Part Description:				
		IPS:				
		Original Manufacturer Name:				
		Original Manufacturer Part No. :				
		Assembly/ Cross Sectional Drawing:				
		Interchangeable with Equipment's:				
		Delivery Date:				
20						
		Maximo No. :				
		IDD:				
		Part Description:				
		IPS:				
		Original Manufacturer Name:				
		Original Manufacturer Part No. :				
		Assembly/ Cross Sectional Drawing:				
		Interchangeable with Equipment's:				
		Delivery Date:				
		Contract No.:				
		CO, CQ, Warranty Certificate:				
Total Price (Exclusive of VAT)						
VAT						
Total Price (Inclusive of VAT)						



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Purchase Order General Terms and Conditions

These **General Terms and Conditions** (*Terms and Conditions*) apply in respect of an agreement between Purchaser and Contractor/Supplier, which may e.g. be in the form of a Purchase Order or a work statement (*The Agreement*).

These Terms and Conditions are binding between Purchaser and Contractor and supersede and replace any Contractor terms and conditions or previous agreements for the Goods and Services in scope. In the event any special terms are agreed between the parties, those special terms shall take precedence over the terms contained in these Terms and Conditions. The Contract constitutes the entire agreement between the Parties relating to the supply of the Goods, however, these instructions/notes shall also refer together with the relevant Purchase Order. Where these Terms and Conditions are attached to or incorporated into a purchase order or work statement issued under an existing contract, the terms and conditions of that existing contract shall prevail.

1. Definitions

1.1 In these Terms and Conditions:

"Affiliate" means a Purchaser or other entity which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with a Party. For this purpose, **"control"** means the ability to direct the policies or operation of a Purchaser or other entity, whether by contract, ownership, equity interest, or otherwise.

"Anti-Bribery Laws" means all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit the Bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any government official or any other person.

"Background Information" means any information or data proprietary to Contractor, or licensed to Contractor with the right to grant sub-licences to third parties, which are created independently of the performance of the Services as can be adequately proved by Contractor, from which the Services or any Work Product is derived, or which are otherwise required for the effective exploitation of any Work Product;

"Purchaser Information" means any information which is disclosed to Contractor by or on behalf of Purchaser or any Affiliate of Purchaser in with the Agreement, including, without limitation, any information about the business of Purchaser or any Affiliate of Purchaser;

"Contractor Personnel" means any individual employed or supplied by Contractor whether directly or indirectly and assigned to work in with the performance of the Agreement whether or not an employee of Contractor, and includes subcontractors of Contractor and their personnel;

"Force Majeure" means unforeseen events, but is not limited to, any of the following event:

- (a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, blockade, embargo, international trade sanction, insurrection of military or usurped power;
- (b) Earthquake, flood, fire, named cyclone/hurricane/typhoon, tidal wave, explosion and/or other natural physical disaster, but excluding weather conditions as such regardless of severity;
- (c) Changes to any general or local statute, ordinance, decree, or any regulation or by-law of any local or other duly constituted authority or the introduction of any such statute, ordinance, decree, law, regulation or by-law;

"Goal Zero" means the principle of relentlessly pursuing no harm to people and no significant incidents;

"Goods" means the goods to be provided by Contractor to Purchaser in accordance with the Agreement;

"Incoterms" means, unless otherwise specified, the selected Incoterms rule of *Incoterms 2010* for the interpretation of trade terms or international commercial terms as published by the International Chamber of Commerce.

"Intellectual Property Rights" means patents, copyright, including software, documentation, designs, visual materials in whatever form, sound recordings, any copyright protectable work, designs, trade or service marks, semiconductor topography rights, database rights, rights in know-how, moral rights or other similar rights in any country in each case whether or not registered, and any applications for registration of any of the foregoing, and all rights to apply to register any of the foregoing;

"Person" means any individual, entity, partnership, limited partnership, firm, trust, body corporate, Purchaser, corporation, government, governmental body, agency or instrumentality, unincorporated body of persons or association; other officer of that party or its Affiliates; and any person acting for or on behalf of that Party or its Affiliates.

"Restricted Jurisdiction" means countries or states that are subject to comprehensive trade sanctions or embargoes, which at



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the date of execution of this Purchase Order include the following: Syria, Cuba, Iran and Sudan (as may be amended by the relevant governmental authorities from time to time).

"Restricted Party" means a party (i) targeted by national, regional or multilateral trade or economic sanctions under applicable Laws, including, but not limited to, persons designated on the United Nations Financial Sanctions Lists, in force from time to time or directly or indirectly owned or controlled by or acting on behalf of such persons.

"Scope" means the scope, and any and all relevant portions thereof as the context dictates, that Contractor is required to supply in accordance with this Agreement including the delivery of the Goods and the performance of the Services (as applicable).

"Services" means the services to be provided by Contractor to Purchaser in accordance with the Agreement;

"Trade Control Laws" means all applicable laws concerning the import, export or re-export of goods, software or technology, or the direct product thereof, including, but not limited to, applicable customs regulations, in relation to export control, anti-boycott and trade sanctions matters, (as amended from time to time).

"Work Product" means the Goods and any and all information, reports, data, drawings, computer programs, source and object codes and program documentation, spread sheets, (Power Point or other) presentations, analyses results, conclusions and findings of solutions, calculations, studies, concepts, codes, manuals, inventions, business models, designs, prototypes, magnetic data, flow charts, recommendations, working notes, specifications and or other information, documents or materials, which arise out of or are made, created or generated for Purchaser, directly or indirectly, in the course the Services or the supply of Scope including all Intellectual Property Rights resultant from the results, conclusions and findings.

"Worksite" means all the lands, waters and other places on, under, in or through which Scope or activities in connection with Scope are to be supplied, including manufacturing, fabrication and storage facilities, offshore installations, floating construction equipment, vessels offices, workshops, camps or messing facilities for Contractor Personnel.

1.2 In these Terms and Conditions, words denoting the singular include the plural and vice versa.

2. Provision of Goods and/or Services; Warranty; Remedies; Title and Risk

2.1 In manufacturing and providing the Goods, the Contractor shall:

- use a high degree of skill, care and diligence;
- make all reasonable enquiries of the Purchaser to ascertain its requirements;
- work in accordance with any directions, instructions, schedules or budget provided by the Purchaser; and
- keep confidential any information disclosed by the Purchaser or of which the Contractor becomes aware relating to the Goods or the project for which the Goods are to be used.
- Services shall be provided with all due skill and care and in accordance with industry recommended standards and practices. The warranty for Services commences on the day of completion of the Services and is valid for twelve (12) months following completion of the Services. Contractor shall operate a quality assurance system in accordance with industry recommended standards and practices. Contractor further warrants that Contractor's use of the Background Information shall be free from any challenges by a Person that such use violates or infringes an Intellectual Property Right of any Person

2.2 Without prejudice to representations or warranties applied by law or otherwise given by Contractor, Contractor warrants that Goods / Services shall be:

- a) free from defect.
- b) fit for their intended purpose or application.
- c) manufactured and supplied strictly in accordance with the relevant specification; and
- d) free of any registered or unregistered charge, lien, mortgage or other encumbrance.

Contractor will pass through any applicable manufacturer's warranty to the benefit of Purchaser. If any such manufacturer's warranty is not assignable, Contractor shall assist Purchaser in pursuing any warranty claim with the manufacturer on Purchaser's behalf.

The warranty for *Goods commences* on the latter of the day Purchaser takes physical possession of the Goods or the Goods have been installed by Contractor and is valid for the longer of twelve (12) months or the length of Contractor's, or the manufacturer's standard warranty period.

2.3 Without prejudice to any other rights of Purchaser hereunder or at law, in the event of defective Goods/Services or a breach of warranty, notwithstanding that such defect or breach may have been discovered by Purchaser after delivery, Purchaser, in its sole discretion and at Contractor's risk and expense, may do any or all of the following:

- a) terminate the relevant PO(s) at any time;



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- b) reject and return the Goods;
- c) purchase equivalent goods elsewhere;
- d) require the Goods to be replaced or repaired by Contractor; or
- e) have defects in the Goods repaired by others.

The warranty for Goods replaced or repaired by Contractor commences is applied warranties same and equivalent to clause 2.2

- 2.4 Contractor and Contractor Personnel shall comply with all applicable laws and government rules, regulations and orders, including but not limited to, those related to health, safety and environment, employment rights and data protection. Contractor shall obtain at its own cost the required permits and shall provide Purchaser such data reasonably requested by Purchaser in relation thereto. Contractor must, to the maximum extent permitted by law, defend, hold harmless and indemnify Purchaser, and members, and Affiliates of Purchaser, and it's their directors, officers, employees, and agents ("Third Party Beneficiaries") from and against any claims, proceedings, lawsuits, judgements, liabilities, losses, damages, costs (including legal costs and attorneys' fees), fines, penalties, assessments and expenses incurred or suffered as a result of non-compliance with laws or failure to obtain permits by Contractor or Contractor Personnel.
- 2.5 Contractor confirms that it has obtained all requisite information for the performance of the Agreement, in particular, but not limited to ,as to the Purchaser site, access and transportation thereto, local conditions and facilities and any other relevant matters of whatever nature. Contractor will attend induction training as may be required by Purchaser from time to time.
- 2.6 Contractor acknowledges that it is familiar with and will comply with all applicable Trade Control Laws. Without prejudice to the foregoing, Contractor will provide Purchaser, in writing, with the relevant Export Control Classification Number (ECCN) (if applicable) and applicable jurisdiction(s) for any dual-use or military items (i.e. goods, software, or technology) as well as Harmonized System Codes for any items provided pursuant to this Purchase Order. Unless otherwise agreed between the parties, Contractor shall be responsible for obtaining all necessary import and export licences as required by applicable Trade Control Laws for any goods, software, or technology provided by or on behalf of Contractor pursuant to this Purchase Order. Where such licenses or authorizations are obtained, Contractor shall provide Purchaser written notice of all applicable conditions, including but not limited to those restricting the further export, use or release of the goods, software or technology. Contractor shall indemnify, defend, and hold harmless Purchaser and its Related Parties from and against any and all losses, damages, costs (including legal fees), claims, expenses, fines and penalties incurred or suffered as a result of Contractor's non-compliance with Trade Control Laws.
- 2.7 Any inspection by Purchaser of Goods or Services shall not relieve Contractor of any obligations of liability under the Agreement. The making of or failure to make any inspection of or payment for the Goods shall in no way impair the Purchaser's right to reject non-conforming or defective Goods, or otherwise affect the Contractor's obligations under the Contract, nor constitute acceptance by the Purchaser of the Goods, notwithstanding the Purchaser's opportunity to inspect the Goods. Supplied as part of Services until acceptance of the Services by Company, unless Company takes care and custody of the Goods and (b) which are rejected by Company as not in compliance with the Purchase Order. Title to Goods will pass to Company (a) along with the passing of risk of loss of and damage to Goods to Company or (b) as Company makes payment for the Goods, whichever occurs earlier. Any transfer of title or risk will be without prejudice to Company's right to refuse to accept the Goods in case of non-conformity with the requirements of the Agreement
- 2.8 Contractor will retain risk of loss of and damage to Goods until Purchaser takes physical possession, care and custody of the Goods, or, if an Incoterm is specified for the delivery of the Goods, until delivery to Purchaser is complete in accordance with the Incoterm.
- Notwithstanding the foregoing, Contractor will retain risk of loss of and damage to Goods:
- (a) supplied as part of Services until acceptance of the Services by Purchaser unless Purchaser takes care and custody of the Goods and which are rejected by Purchaser as not in compliance with the Purchase Order. Title to Goods will pass to Purchaser along with the passing of risk of loss of and damage to Goods to Purchaser or as Purchaser makes payment for the Goods, whichever occurs earlier.
 - (b) Any transfer of title or risk will be without prejudice to Purchaser's right to refuse to accept the Goods in case of non-conformity with the requirements of the Agreement.
- 2.9 In the event that supply of Scope requires Contractor and/or Contractor Personnel to access Purchaser's technical information, information technology resources (including, but not limited to, Purchaser's network) or Worksites, Contractor will comply with Purchaser's standard terms and conditions of access(unless the parties have agreed to other terms of access in writing) and shall not, without the prior written consent of Purchaser, provide Contractor Personnel who are Restricted Parties or nationals of a Restricted Jurisdiction.
- 2.10 Access by the Purchaser's Representative(s) to the Contractor's premises or premises of the Contractor's suppliers for the purposes of quality assurance surveillances, inspection and expediting shall be permitted and arranged by the Contractor. Quality



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assurance surveillance inspection by the Purchaser's Representative(s) shall not relieve the Contractor of his obligation to provide his own quality control and inspection of the Goods to ensure conformance with the provisions of the Contract. Any test report submitted to the Purchaser is without prejudice to the Purchaser's right to make any claim in relation to defective Goods.

3. HSSE

- 3.1 "HSSE" shall mean health, safety, security and environment. Contractor shall at all times be aware of the Goal Zero principle and all articles in NSRP's Instructions for Contractors.
- 3.2 Whenever Contractor Personnel are on a Worksite they shall behave in a manner which is consistent with Purchaser's requirements for the management of health, safety, security, and the environment set forth herein, in addition to any other requirements set forth in any Purchase Order, as well as any related rules, procedures or codes of practice (whether issued by Purchaser, Affiliates of Purchaser, or otherwise) in force at the relevant Worksite.
- 3.3 Contractor confirms having received a copy of **Instructions for Contractor**.
- 3.4 Contractor is solely responsible for determining the nature and scope of the health, safety, security and environmental risks associated with the work of Contractor and Contractor Personnel in connection with the Agreement. Contractor assumes all responsibility and liability for such risks. Contractor and Contractor Personnel shall perform the Scope without interfering with the operations of Purchaser or Affiliates of Purchaser or of any other contractors at the Worksite.

4. Method of Payment and Taxes

- 4.1 Contractor shall submit to Purchaser invoices in accordance with the Agreement. Purchaser shall pay Contractor within **Thirty (60) days** (unless otherwise stated by Purchaser) after submission of accurate and valid invoice and proof of delivery and / or handing over to NSRP i.e. of receipt by Purchaser of a correctly prepared and properly supported invoice to the address specified in the Agreement. If Purchaser, in good faith, disputes the amount of any invoice or any part thereof, Purchaser, will notify Contractor as to the amount Purchaser concedes to be correct and Contractor will issue two (2) invoices to Purchaser: an invoice containing the dispute amount and an invoice containing the undisputed amount. Purchaser reserves the right to withhold payment of such disputed amount pending resolution. The parties shall endeavour to settle at the earliest possible date any invoicing matters in dispute.
- 4.2 All amounts invoiced under the Agreement shall be deemed to include all taxes, levies, social securities and other charges and duties imposed in connection with the provision of the Services and the supply of Goods and intangible property. Value added tax which is due in respect of the supply from Contractor to Purchaser shall be clearly identified separately on the invoice.
- 4.3 Purchaser is entitled to set off or reduce any payments due and owing to Contractor by any amount which Purchaser claims is owed to it by Contractor pursuant to the Agreement or any other agreement or purchase order between the parties, or pursuant to any other agreement or purchase order between members, or Affiliates of Purchaser and Contractor ("Purchaser Beneficiaries"). Any exercise of rights by Purchaser or Purchaser beneficiaries under this clause shall be without prejudice to any other rights or remedies available to same.
- 4.4 Contractor shall be responsible for arranging foreign exchange clearance, if any, and for meeting costs in the country to which funds are being remitted and all charges, fees, costs and other amounts associated therewith shall be borne by Contractor.
- 4.5 The following requirements **MUST** be complied with in preparing and submitting invoices. Failure to strictly adhere to these requirements may result in the invoice being returned or payment delayed.
- 4.5.1 Every invoice to be in the English language and state the following details.
- (a) SAP Purchase Order (PO) Number **MUST** be stated on all invoices; this number can be obtained from the Contract Holder or the person signing the Form of Agreement.
 - (b) Nghi Son Refinery and Petrochemical LLC and address
 - (c) Contractor Invoice Number and Invoice Date; the number must be unique for each invoice.
 - (d) Full name, address and contact details of Contractor.
 - (e) Currency of invoice (identical to currency stated in PO).
 - (f) Total amount in both words and figures.
 - (g) Invoices with the contractor letterhead to be signed by Contractor (authorized representative of Contractor). Invoices not on the Contractor letterhead to be signed and stamped by Contractor (authorized representative of Contractor).
- 4.5.2 Every invoice must be submitted as an original signed hardcopy, together with the following appropriate supporting



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documents. Email or fax invoices are not acceptable. Contractor shall agree with Purchaser the exact requirements for supporting documents (as described below and/or within the PO). Purchaser reserves the right to reject any payment where Contractor is unable to provide proper (original) supporting documents, particularly those evidencing payments to Governmental authorities. Where the submission of scanned copies is allowed, Contractor shall retain original receipts for future inspection by Purchaser.

- (a) Supply of materials: original Goods Receipt Note (GRN) confirming receipt by (on behalf of) Purchaser of the goods being invoiced; where the goods are received by Purchaser freight forwarder, then original goods receipt document from freight forwarder (FCR). The Goods Receipt Note must be accompanied by scanned copies of inspection certificates, testing certificates and any other such document required by the Contract confirming compliance of materials with specification.
- (b) All hourly and daily unit rates must be supported by timesheets by the individual, Contractor and Purchaser representatives. Alternatively, aggregated timesheets or weekly time-writing overviews signed by Contractor and Purchaser representatives shall be allowed where expressly approved by Contract Holder or Project Manager. The original approved weekly (where agreed monthly) time-writing overview to be attached to the invoice.
- (c) All reimbursable expenses must be supported by expense claim forms signed by the individual, Contractor and Purchaser representatives, together with copies of receipts.
- (d) All reimbursable 3rd party sub-contract costs must be supported by 3rd party invoice (together with proof of payment (e.g. bank-statement, documents evidencing receipt of materials and/or services from third parties, and scanned copies of bids, evaluation report and Purchaser approval to award to third party.
- (e) Original milestone and/or progress certificates.
- (f) Any other supporting document showing that the materials and/or or services being invoiced have been received by Purchaser, including any documents required under the Contract.
- (g) For specific contracts, a draft copy of the invoice or Service Receipt Vouchers (SRV) approved by the Contract Holder or Project may be required.
- (h) Contractor's monthly invoice relating to the Contract shall state per Purchase Order number, the item number(s), description(s), quantity, rate, total value per item and the total value.
- (i) Contractor shall sign and stamp both originals and return one executed original to the Buyer referenced within this Purchase Order.
- (j) The invoice currency shall be identical to the currency specified within Purchase Order.

5. Shipping Instructions # FCA Delivery (Not applicable)

5.1 Nghi Son Refinery and Petrochemical LLC (NSRP) has issued you (Supplier) a Purchase Order PO with a specific Incoterm based on Incoterms 2010. The Goods will be delivery and Supplier have to prepared:

- Legalized export documentation
- Commercial Invoice
- Packing List, and
- Certificate of Origin.
- Other documents reasonably required by NSRP

5.2 Packing

- (a) The Goods shall be properly packed and secured in such manner as to enable them to reach their destination in good condition.
- (b) The Goods shall be securely packed in a sturdy box and protected against handling loss/damage or corrosion in transit specially to withstand rough handling. The box shall be sealed and the goods protected with appropriate dunnage or shock absorbent material to holds and protect goods.
- (c) If the packaging is found opened prior to delivery or if any traces are found of damage of any kind, then the items shall be rejected without liability for any kind of compensation

5.3 Labelling

- (a) The Goods shall be appropriately labelled, and the labelling shall comply with any reasonable requirements of the Authority of which the Supplier is aware, and with any statutory requirements.
- (b) The PO item numbers on Vendor's invoice shall be identical to those specified within this Purchase Order line item numbers.
- (c) In particular, if the packages contain any material which is hazardous or dangerous this shall be clearly indicated as per accepted International Standards of marking and labelling each package of Dangerous Goods.
- (d) Supplier should enclose Material Safety Data Sheet (MSDS) along with delivery documents where required by nature of product. The MSDS sets forth information concerning such product and describes precautions, if required, to be taken in the transportation, delivery, unloading, discharge, storage, handling and use of such product.
- (e) For Pipes, Flanges, Fittings, and Valves materials the supplier shall provide material test reports/certificates of conformity.
- (f) Each delivery of the Goods shall be accompanied by a Delivery Note (refer format below) and each box/packing/bundle/reel must be properly tagged/ marked with:
 - Package Dimensions (L X W X H) in CMS;



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- Purchase Order number;
- NSRP SAP part Number;
- Description of Material;
- Quantity and Unit of measure;
- Manufacturer / Supplier Name;
- Special storage instructions (if any).

- (g) In case of box packaging having multiple items, every package shall contain a packing list, package number and quantity in the package.
- (h) Supplier should mention in delivery note if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered

5.4 Supply of 'Spares'

The Buyer's 10-digit Material Master Number shall be affixed to the corresponding item(s) of the Purchase order and must be affixed either by way of labels or permanent ink marking on the individual item's packaging.

6. Shipping Instructions # DDP Delivery (Not applicable)

- 6.1 Suppliers should come to the security clearances office in NSRP Headquarters a day in advance for a purpose of issuing access for entering the materials.
- 6.2 Instructions for Driver:
 - Driver should prepare two printed colour copies of his ID.
 - Vehicle registration documents.
 - Authorization letter for the vehicle if the driver does not own his vehicle.
 - One copy of materials paperwork.
- 6.3 NSRP Warehouse Operating Timings: **8:00 am to 15:00, Monday to Friday**. No deliveries shall be permitted outside these hours.
- 6.4 All suppliers must adhere to the HSSE terms of this PO at all times.
- 6.5 Suppliers must adhere to the 'Packing & Marking' instructions contained within this PO.
- 6.6 If suppliers wish to bring workers to NSRP site for the purpose of unloading materials, they must adhere to the NSRP 'Labour Rules' at all times, without exception.
- 6.7 While delivering the goods at Purchaser site, the staff deputed/ appointed by supplier shall take all precautionary site specific safety measures (including wearing appropriate PPEs such as Safety Shoes, Helmets etc) to ensure no untoward incident or accident takes place at site with respect to the employees of the Supplier and as well as the employees of the Purchaser at the site. In this regard the Supplier agrees to ensure that its supervisor and staff are always kept fully informed of all the Health, Safety, Security and Environment norms, rules & regulations prescribed by the Purchaser and agree that they will follow it in both letter & spirit.
- 6.8 Supplier is responsible for a signed off "Delivery Note" as an acknowledgement of receipt of material. A copy of the signed off delivery note shall be attached to the supplier commercial invoice.

7. Liability and Insurance (Not applicable)

- 7.1 Liability for loss and damage to property and for personal injury, including death and disease to any person, arising in connection with the Agreement shall be determined in accordance with applicable law.
- 7.2 Subject always to this Clause, neither party shall be liable to the other party under or in connection with the Agreement for any of the following:
 - (a) consequential or indirect losses; or
 - (b) increased costs or expenses,
 - (c) losses caused whether directly or indirectly by business or production interruptions
 - (d) loss of, whether caused directly or indirectly, business or opportunity, goodwill, profits, contracts, revenues, anticipated savings, reputation, whether or not such losses were foreseeable at the time of entering into the Agreement, arising from or related to the performance of the Agreement.
- 7.3 Without limitation of its obligations and its responsibilities, Contractor shall maintain and shall ensure its subcontractors maintain, for the duration of the Agreement all insurances required by law in connection with the Agreement. The provisions of this Clause 7.3 shall in no way limit the liability of Contractor under the Agreement.
- 7.4 At the request of Purchaser, Contractor shall furnish appropriate certificates of insurance.
- 7.5 Neither party excludes or limits its liability for fraud or any liability to the extent the same may not be excluded or limited as a matter of law.

8. Termination; Suspension; Variations; Cancellation

- 8.1 Purchaser shall have the right immediately upon delivery to Contractor of written notice, to order the suspension of, or any



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- variation to, the provision of Goods or Services, in whole or in part, provided that any variation shall only be effective if it is within the capability and resources of Contractor. Any increase or decrease in the cost of the Goods and/or Services resulting from the suspension or variation shall be determined by Purchaser in accordance with the rates and other information shown in the Agreement, or, in the absence of any appropriate rates and information, a fair and reasonable evaluation shall be made.
- 8.2 Either party has the right at any time by giving notice in writing to the other party to terminate the Agreement forthwith if the other party commits a material breach of any of the terms or conditions of the Agreement.
- 8.3 Purchaser may terminate the Agreement immediately by written notice to Contractor, if in Purchaser's reasonable opinion, Contractor or any of its Related Parties when performing work in connection with the Agreement:
- (a) commits any or causes Purchaser or any of its Related Parties to be in breach of applicable Anti-Bribery Laws;
 - (b) breaches Clause 11.4 of these Terms and Conditions;
 - (c) commits any or causes Purchaser or any of its Related Parties to be in breach of applicable competition laws;
 - (d) commits any or causes Purchaser or any of its Related Parties to be in breach of applicable Trade Control Laws;
 - (e) Contractor or any of its Related Parties becomes a Restricted Party or
 - (f) commits a material breach of applicable laws not mentioned in paragraphs (a), (c) (d) of this Clause.
- Should either party ("the defaulting party") fail to remedy such breach within fourteen days (or if such breach is incapable of being remedied within such fourteen day period, within a reasonable period) of receiving written notice from the other ("the aggrieved party") requiring it to do so, then the aggrieved party shall be entitled, without prejudice to its other rights in law, to terminate this agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages, provided however that neither party shall be entitled to cancel this agreement unless the breach is a material breach of a material provision of this agreement or, unless any of the parties go into liquidation, or make a general assignment for the benefit of its creditors. In the event of termination due to the fault or default of the Contractor, any amounts due to the Contractor for Goods delivered by the Contractor in full compliance with the terms of the Contract prior to such termination shall be subject to setoff of the Purchaser's additional costs of completing the Contract and other damages incurred by the Purchaser.
- 8.4 Purchaser may terminate the Agreement without cause by giving thirty (30) days prior written notice of termination to Contractor, and Purchaser shall only be liable to pay for that part of the Goods and/or Services provided in compliance with the terms of the Agreement prior to such date that Contractor receives Purchaser's written notice to terminate.
- 8.5 Upon termination or expiry of the Agreement, Contractor shall upon request by Purchaser return or provide to Purchaser all data, information, records and/or documents, regardless in which form, related to Purchaser, members, or Affiliates of Purchaser, or its or their business which Contractor has obtained from Purchaser or produced in performance of the Agreement.
- 8.6 The Purchaser reserves the right at any time to make changes in the Contract or any part hereof. If such changes cause an increase or decrease in the Contractor's cost or an alteration in the delivery time an equitable adjustment shall be agreed in writing. Contractor shall not change, substitute, or provide any form of alternative to the Goods without the prior written consent of the Purchaser.
- 8.7 The Purchaser shall have the right to cancel for its convenience further performance of all or any separable part of the Contract at any time by written notice to the Contractor. On the date of such cancellation stated in said notice the Contractor shall discontinue all work pertaining to the Contract, shall place no additional orders, and shall preserve and protect materials on hand purchased for or committed to the Contract, work in progress, and completed work both in its own and in Contractor's plant(s) pending the Purchaser's instructions and shall dispose of same in accordance with the Purchaser's instructions. Cancellation payment to the Contractor or refund to the Purchaser (if any) shall be promptly mutually agreed to by the Purchaser and the Contractor based on that portion of the Goods supplied to the date of cancellation plus reasonable and necessary expenses resulting from the cancellation as substantiated by documentation satisfactory to and verified by the Purchaser, less amounts previously paid by the Purchaser or entitled to be withheld by the Purchaser under the terms of the Contract. The Contractor shall not be entitled to any prospective profits or damages because of cancellation. The amount paid by the Purchaser under this clause shall in no event exceed the amount specified in the Contract as payable for the Goods or services.
- 9. Force Majeure**
- 9.1 A party will not be in breach of its obligations under the Agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations if and to the extent that such delay or failure is directly caused by Force Majeure and is beyond the reasonable control of the party. Purchaser will be relieved from any obligation to make payments to Contractor for Goods and/or Services to be provided under the Agreement for so long as the supply of Goods and/or Services is impacted by Force Majeure.
- 9.2 A party whose performance of obligations under the Agreement is delayed or prevented by Force Majeure will without delay:
- (a) notify the party on an ongoing basis of the nature, extent, effect and likely duration of the circumstances constituting the Force Majeure;
 - (b) use all reasonable endeavour to minimize the effect of the Force Majeure on performance of its obligations under the Agreement; and
 - (c) subject to Clause 8.3, promptly after the cessation of the Force Majeure, notify the other party thereof, provide the other with all reasonable information concerning the impact of and planned response to the Force Majeure, and promptly resume full performance of its obligations under the Agreement.



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9.3 If Contractor's performance under the Agreement is prevented, hindered, or delayed by an event of Force Majeure for a period exceeding one (1) month, Purchaser may in its absolute discretion terminate the Agreement upon giving written notice of termination.

10. Confidential Information

- 10.1 Contractor undertakes, and warrants that it and its Affiliates undertake: (a) to use Purchaser Information solely for the purpose of providing the Services and/or supplying the Goods; and (b) not, without the prior written consent of Purchaser, to disclose Purchaser Information to any third party.
- 10.2 The provisions of Clause 9.1 shall not apply to any Purchaser Information if Contractor can prove that it was or has become lawfully known to Contractor without binder of secrecy or publicly available through no act or omission on the part of Contractor.
- 10.3 At the request and option of Purchaser, Contractor shall either destroy or return promptly to Purchaser, or its nominee, all records containing Purchaser Information which are in the possession of Contractor.
- 10.4 Contractor and Contractor Personnel shall not mention/use Purchaser's name, Purchaser's trademarks or refer to the existence of the Agreement and the activities carried out under the Agreement in any publicity material or other communications to third parties without Purchaser's prior written consent.
- 10.5 Except as otherwise provided herein or absent a separate written agreement between the Purchaser and Contractor, Purchaser shall have no obligation with respect to the disclosure or use of any information received from Contractor hereunder.

11. Intellectual Property Rights

- 11.1 All right, title and interest in and to the Work Product and any Intellectual Property Right shall vest exclusively in Purchaser promptly upon creating or generating the same by Contractor. Contractor hereby assigns all right, title and interest in and to the Work Product and any Intellectual Property right. Contractor shall execute all instruments, deeds or actions necessary to vest such Intellectual Property Right in Purchaser or its nominee. Contractor hereby irrevocably waives or shall procure all necessary waivers in favour of Purchaser of, all Intellectual Property Right in the Work Product.
- 11.2 Contractor hereby grants to Purchaser a non-exclusive, royalty-free, irrevocable and worldwide licence and right for Purchaser with sub-licensing rights to possess, disclose and use and/or have possessed, disclosed or used, the Background Information or any part thereof as necessary to use, copy, modify, distribute and exploit freely any Work Product.
- 11.3 Contractor shall at its own expense defend, hold harmless and indemnify Purchaser, and members, and Affiliates of Purchaser, and its and their sub-licensees, directors, officers, employees, and agents ("Third Party Beneficiaries") from and against all claims, proceedings, lawsuits, judgements, liabilities, losses, damages, costs (including legal costs and attorneys' fees), fines, penalties, assessments and expenses arising out of any allegation or claim that the possession, use by Purchaser, an Affiliate of Purchaser and/or any third party under sub-licence of Purchaser or any Affiliate of Purchaser of any Background Information in accordance with the licence provided pursuant to Clause 9.2 or the possession, disclosure, use or exploitation of any Work Product in accordance with the Agreement infringes any Intellectual Property Rights of a Person.

12. Compliance with Anti-Bribery Laws; Internal Controls; Anti-Corruption and no use of child labour and forced labour

- 12.1 Contractor represents and warrants to Purchaser that, in connection with the Agreement or the business resulting therefrom: (a) it is knowledgeable about Anti-Bribery Laws applicable to the performance of the Agreement and will comply with all such laws; (b) neither it nor a Related Party have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, including a facilitation payment.
- 12.2 Contractor undertakes to immediately notify Purchaser if in connection with the Agreement or the business resulting therefrom it receives or becomes aware of any request from any person for any payment, gift, promise or other advantage of the type mentioned in Clause 11.1.
- 12.3 Purchaser confirms that its appointment of Contractor was expressly made on the basis that Anti-Bribery Laws and the Business Principles would not be violated. Contractor acknowledges that the contents of the Agreement may be disclosed by Purchaser to third parties for the purposes of demonstrating compliance with this Clause.
- 12.4 Contractor shall indemnify, defend, and hold harmless Purchaser and its Related Parties from and against any and all losses, damages, claims, expenses, fines and penalties arising out of Contractor's representations in this Article 11 being untrue or arising out of Contractor's breach of any of its warranties or undertakings in this Article 11.
- 12.5 Contractor and its Affiliates shall maintain adequate internal controls and procedures to assure compliance with Anti-Bribery Laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.
- 12.6 Under no circumstances should a representative of the Purchaser or a representative of the Contractor gain personal benefit from any transactions made by the Purchaser. Should the Contractor make an offer of personal benefit to a representative of the Purchaser, then the Purchaser may at their discretion cease all trade with the Contractor. Should a representative of the



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Contractor be approached by a representative of the Purchaser seeking personal benefit then the Contractor must report this activity to the Management of the Purchaser immediately.

12.7 The Contractor agrees and undertakes to the Purchaser that:

- (i) no payments or any other advantages or benefits have been or will be made or given directly or indirectly by the Contractor, or any of its affiliates, subcontractors, or its or their respective owners, directors, officers, employees, agents and representatives to any person, for the purpose of obtaining any improper advantage or improper purpose in connection with this Contract; and
- (ii) no violation of the laws relating to anti-corruption and bribery has been or will be committed by the Contractor, or any of its affiliates, subcontractors, or its or their respective owners, directors, officers, employees, agents and representatives in connection with this Contract.

12.8 The Contractor agrees, undertakes and confirms to the Purchaser that the Contractor shall not use, nor permit the use by any third party of, child labour, or any other labour which offends against decency or morality in relation to supply of the Goods or otherwise in connection with this Contract. In particular, the Contractor shall comply and shall ensure that any other third parties that the Contractor deals with in connection with this Contract shall comply with all applicable laws and the highest standard of business ethics prevailing in Vietnam relating to the prohibition of use of child labour. The Contractor shall not engage in harmful or exploitative forms of forced labour.

12.9 The Contractor represents and warrants to Purchaser that none of the Contractor, its subsidiaries or affiliates and any shareholders, directors, officers, agents, employees or other persons associated with or acting on behalf of the Contractor and any of its subsidiaries or affiliates, is named on, or is controlled by or controls any person or entity named on, any list of sanctioned persons or entities promulgated by the United Nations Security Council or its committees, the Council of the European Union, the World Bank Group, the Vietnamese government or any other lists of sanctioned persons in connection with money laundering or terrorism or the financing of terrorism (**Blacklists**).

12.10 the Contractor undertakes that the Contractor will not directly or indirectly use any proceeds, benefits or rights arising out of this Contract for the benefit of any person or entity named on a Blacklist.

12.11 In the performance of its obligations under this Contract, the Contractor shall and shall procure that any and all of its subsidiaries or affiliates and any shareholders, directors, officers, agents, employees or other persons associated with or acting on behalf of the Contractor or any of its subsidiaries or affiliates shall comply with all applicable laws in connection with money laundering or terrorism or the financing of terrorism.

12.12 the Contractor shall promptly report to Purchaser in writing if the Contractor becomes aware that any representations and warranties made by the Contractor under this Article 12 is or might be incorrect.

12.13 If Purchaser reasonably suspects that the Contractor is in breach of its obligations under this Article 12, including representations and warranties, it may, without incurring any liability whatsoever,

- (i) suspend any and all payment in favor of the Contractor pending further information is obtained in relation to the suspected breach and up to a maximum of ___ days (provided no further incriminating information has been found in the meantime, otherwise the suspension can be renewed) and/or;
- (ii) elect to terminate this Contract by providing written notice to the Contractor with immediate effect.

12.14 the Contractor agrees that if:

- (i) Any representation and warranty made by the Contractor under this Article 12 proves incorrect; or
- (ii) [Partner] is convicted of an offence under any money laundering or terrorism or the financing of terrorism law,

then, in addition to the right to terminate this Contract by providing written notice to the Contractor with immediate effect and to any other right or remedy it may have under the law or this Contract, Purchaser shall be entitled to a penalty equivalent to [8% of the contract value] to be paid by the Contractor with [7 business days] from Purchaser written request.

12.15 the Contractor shall indemnify and keep Purchaser indemnified in respect of any and all Losses, incurred by (or awarded against) Purchaser as a result of any breach of this Article 12 by the Contractor. "Losses" in respect of any matter, event or circumstance includes all demands, claims, actions, proceedings, damages, payments, losses, costs (including legal and other professional costs), expenses or other liabilities plus any applicable value added (VAT) or sales tax (including interest and penalties) arising or incurred in connection with such matter, event or circumstance.

13. Assignment and Subcontracting

Neither Purchaser nor Contractor shall assign or subcontract any of its rights and/or obligations under the Agreement in whole or in



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part without prior written consent of the other, which consent the other may withhold in its sole discretion provided, however, that Purchaser may without such consent assign any of its rights and/or obligations under the Agreement in whole or in part to any Affiliate of Purchaser upon advance written notice to Contractor and Contractor shall execute any document required by Purchaser, acting reasonably, to effect same. Approval to subcontract shall not relieve the subcontracting party from any of its obligations under the Agreement or impose any liability upon the other party to any subcontractor.

14. No Agency or Partnership

Contractor is acting solely as an independent contractor and is not an agent or partner of Purchaser or any members, or Affiliates of Purchaser.

15. Applicable Law; Dispute Resolution

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Vietnam with the exception of its private international law. The United Nations Convention on the International Sale of Goods shall not apply to the Agreement. The parties irrevocably agree that the courts of Vietnam shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

16. Notice

All notices, requests, variations, and other communications by Purchaser or Contractor are to be in writing and delivered promptly to the appropriate addresses named in the Agreement.

17. Audit Rights and Record Keeping

17.1 Contractor shall maintain, either physically, by electronic media or on microfilm, all books, accounts, records, original documents and information related to the Agreement in connection therewith for a of five (5) years after the Agreement's end date. Such records and information shall include at a minimum all invoices for payment submitted by Contractor to Purchaser along with supporting documentation. Contractor shall ensure that its Related Parties and third-party contractors comply with the requirement of this Clause 17.1

17.2 Purchaser shall have the right to audit all information, rates and costs and expenses related to the Agreement at any time during and within five (5) years after termination of the Agreement. Purchaser shall have the right to reproduce and retain copies of any of the aforesaid records or information. Contractor shall implement all agreed recommendations arising from the audits within a time scale, mutually agreed with Purchaser.

17.3 Purchaser's request Contractor will, as soon as reasonably practicable, provide Purchaser with all records relating to the Agreement and/or any work statement in connection therewith which are created or kept by its Related Parties or third-party contractors.

18. Contractor Qualifications

Contractor will, at its cost and expense, ensure it is qualified pursuant to PURCHASER's applicable standards and is registered in PURCHASER's systems. Contractor will ensure such qualifications and registrations are maintained and are properly updated.

19. Miscellaneous

19.1 All correspondence related to this Purchase Order shall be addressed to the Buyer referenced within this Purchase Order.

19.2 Provision of services and all invoices relating thereto shall be in accordance with the Contract referred to within the header to this Purchase Order as "Our Reference" and any Contract Amendments relating thereto, unless otherwise indicated within this Purchase Order.

19.3 Contractor and Contractor Personnel shall not prepare photographs, articles, press releases or speeches about the existence of or Scope of the Agreement, or any details about Purchaser's facilities or business plans without prior written consent from Purchaser.

19.4 Failure or delay by Purchaser in enforcing or partially enforcing any provision of the Agreement shall not be construed as a waiver of any of its rights under the Agreement.

19.5 Any waiver by Purchaser of any breach of, or any default under, any provision of the Agreement by Contractor shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Agreement.

19.6 Rights and remedies provided by the Agreement are cumulative and not exclusive of any rights or remedies provided in law, equity, or otherwise and shall extend to the parties, their successors and permitted assigns.

19.7 The covenants, conditions and provisions contained in the Agreement which the parties intend to survive, including confidentiality obligations, intellectual property rights and liabilities, audit rights, warranties, compliance with laws and Anti-Bribery Laws,



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- applicable law, dispute resolution, and indemnities, survive termination and expiry of the Agreement for the benefit of the party or parties to whom they are given.
- 19.8 The Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations or agreements related to the subject matter thereof, either written or oral. No amendments to the Agreement, nor any contrary or additional conditions specified by Contractor in any document provided by Contractor, shall be effective unless evidenced in writing and signed by the parties hereto.
- 19.9 The concept of severability of clauses applies.
- 19.10 No addition to, variation, novation or agreed cancellation of any provision of this agreement shall be binding upon the parties unless reduced to writing and signed by or on behalf of the parties.
- 19.11 No indulgence or extension of time which either party may grant to the other shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event and to the extent that the grantor has signed a written document expressly waiving or limiting such right.
- 19.12 Without prejudice to any other provision of this agreement, any successor-in-title, including any executor, heir, liquidator, judicial manager, curator or trustee, of either party shall be bound by this agreement.
- 19.13 The signature by either party of a counterpart of this agreement shall be as effective as if that party had signed the same document as the other party.
- 19.14 This Contract shall be governed by the Vietnamese law.
- Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Vietnam (which shall be the legal seat of the arbitration) in accordance with the Arbitration Rules of the Vietnam International Arbitration Centre (**VIAC Rules**) for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The arbitral tribunal shall consist of three arbitrators, appointed in accordance with the Rules. The decision(s) of the arbitral tribunal shall be final and binding on the parties. The language of arbitration shall be English.

Acknowledgement by Contractor/Supplier

I hereby acknowledge and agree to all terms and conditions indicated within this Purchase Order and relevant Contract which has been signed between Contractor & Purchaser.

Contractor: _____

Purchaser: **Nghi Son Refinery and Petrochemicals**

Signature: _____

Signature: _____

Name: _____

Name: _____



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Position: _____

Position: _____

Date: _____

Date: _____