



DEPARTMENT OF ENERGY

Energy Center, Rizal Drive cor. 34th St.,
Bonifacio Global City, Taguig

QUINTUPLICATE

PMD-QF-17
27 October 2023
Rev 2

PR No 01-0101-2024-05-0272

PURCHASE ORDER

Supplier : <u>JETSPEED MEDIA, INC.</u>	P.O. No. : <u>2024-07-209</u>
Address : <u>256 Talumpong Street, Mandaluyong City, Metro Manila</u>	Date : <u>11-Jul-2024</u>
TIN : _____	Mode of Procurement : <u>AMP 53.9</u>

Gentlemen: **MR. DEXTER V. DARAN** (02) 8479 2900 Reso No. 265 s. 2024
Please furnish this Office the following articles subject to the terms and conditions contained herein:

Place of Delivery : <u>DEPARTMENT OF ENERGY, Energy Center, Rizal Dr., BGC Taguig City</u>	Delivery Term : <u>within 60 days upon receipt of purchase order</u>
Date of Delivery : _____	Payment Term : <u>Payment will be processed within 30 days upon completion of services, submission of all required documents, & issuance of certificate of acceptance from the end-user. Payment is through LDD-F-DA subject to government budgeting, accounting and auditing rules.</u>

Stock/Property No.	Unit	Description	Quantity	Unit Cost	Amount
		SUPPLY AND DELIVERY OF REFERENCE BOOKS AND MATERIALS			
	pc.	A Handbook of Laboratory Solutions by Gabb,M.H. - Hard Copy			₱ 3,790.00
	pc	A Practical Guide for the Preparation of Specimens for X-Ray Fluorescence and X-Ray Diffraction Analysis 1st Edition by Victor E. Buhrke, Ron Jenkins and Deane K. Smith - Hard Copy			₱ 28,110.00
	pc.	Advanced Methods in Petroleum Geochemistry 2023 by Mehdi Ostadhassan; Bodhisatwa Hazra - Hard Copy			₱ 5,530.00
	pc.	An Introduction to Sedimentary Petrography: with special Reference to Loose Detrital Deposits and Their Correlation by Petrographic Methods 2017 by Henry B. Milner - Hard Copy			₱ 3,760.00
	pc.	ASTM D1613. Standard Test Method for Acidity in Volatile Solvents and Chemical Intermediates Used in Paint, Varnish, Lacquer, and Related Products - Hard Copy			₱ 5,530.00
	pc.	ASTM D1688: Standard Test Methods for Copper in Water - Latest Printed Edition			₱ 5,730.00
	pc.	ASTM E178-21. Standard Practice for Dealing with Outlying Observations - Hard Copy			₱ 6,310.00
		Other Terms and General Conditions: - as stated in the Request for Quotation (RFQ-01-0101-2024-05-0272-0614-0081)			
				sub- total	₱ 58,760.00
		<i>*Subject to deduction of allowed government taxes on total</i>			

(Total Amount in Words) _____

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed on the underdelivered item/s.
This PO serves as the Notice to Proceed (NTP) when signed by the Supplier.

Conforme:	Very Truly yours:
 <u>DEXTER V. DARAN</u> Signature over Printed Name of Supplier	 <u>AMELIA M. DE GUZMAN, CESO IV</u> Signature over Printed Name of Authorized Official
<u>7/30/24</u> Date	<u>Director, ERTLS</u> Designation

Fund Cluster : _____	ORS/BURS No. : _____
Funds Available : _____	Date of the ORS/BURS: _____
page 1 of 4 <u>HELEN C. ROLDAN</u> Signature over Printed Name of Chief Accountant/Head of Accounting Division/Unit	Amount : _____

CONDITIONS AND INSTRUCTIONS

1. Delivery of the items shall be made to the Department of Energy Property Officer at the Energy Center, Merritt Road Fort Bonifacio Metro Manila, unless otherwise indicated and shall be accompanied by the following documents:
 - a) Original and copies of invoice and packing list to be sent to Department of Energy, Energy Center, Merritt Road, Fort Bonifacio, Metro Manila as soon as possible, with copy of bill of lading/railroad waybill/truck waybill/air waybill and freight receipt showing proper description, weights, cubage and rates. The amount of freight prepaid, if any, and order number as above.
2. The above P.O. number *must* appear on all invoices, bills of lading, express receipts and correspondence mark all shipping tags and packages with above order number.
3. Seller's failure to deliver when due will authorize the Department of Energy at its discretion to impose a penalty of a deduction from the invoice value, as liquidated damages, 1/10 of 1% of the total value of the order for each day of delay in delivery or of the total undelivered portion thereof; or make an open market purchase of the items undelivered and charge to defaulting seller the excess in price if any. In either case, the Department of Energy reserves the right to rescind or cancel this order.
4. No partial delivery of item/s under the P.O. is allowed.
5. Seller warrants that the use or sale by the Purchaser of material specified herein will not subject Purchaser to charges of patent infringement and further agrees to hold Purchaser harmless against any and all results of such charges.
6. Material must not be in excess of quantity. The non-conforming items will be rejected and excess will be returned at Seller's expense.
7. Substitution or extra charges under this order will not be permitted except on specific authority of this office.
8. Delinquency in delivery or otherwise unsatisfactory service will be considered cause for cancellation and/or rejection, at no expense to Purchaser.
9. Purchaser reserves the right to suspend shipments of the material covered by this Order in event of strikes, accidents or other contingencies beyond Purchaser's control.
10. Purchaser reserves the right to issue a Change Order whenever it becomes necessary to cancel or make any changes in this Purchase Order.
11. The contract created by this Order and its acceptance or confirmation is subject to the agreement of the Seller or contractor that all persons engaged upon the work hereunder, or entering upon the plant, vessel or other property of the Purchaser, consignee, or owner hereunder named for the purpose of delivering, installing, inspecting, repairing or estimating supplies, material or work hereunder shall be considered servants of the Seller or contractor or sub-contractor thereunder and not of the Purchaser, consignee, or owner and that the Seller or contractor shall hold the Purchaser, consignee, or owner harmless from all liability resulting from any claim for accident to or death of any such persons whether any such claim arise or be caused by negligence or otherwise of the Seller, Contractor, its Agents or Employees, or any sub-contractor, person or corporation.
12. CONTRACTOR warrants that it or any of its officials or representatives have not given any money or gift to any employee/official of CLIENT to influence the decision regarding the awarding of this Contract, nor CONTRACTOR has, its officials or representatives have exerted or utilized any unlawful influence on any employee/official of CLIENT to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage or contingent fee. CONTRACTOR hereby agrees that breach of these warranties shall be sufficient ground for CLIENT at its discretion to terminate or cancel this contract, or deduct such commission percentage, brokerage, or contingent fees from the Contract price without prejudice to CONTRACTOR's or any other person's civil or criminal liability under the Anti-Graft Law and other application laws.



DEPARTMENT OF ENERGY

Energy Center, Rizal Drive cor. 34th St.,
Bonifacio Global City, Taguig

QUINTUPPLICATE

PMO-QF-17
27 October 2023
Rev 2

PR No 01-0101-2024-05-0272, PURCHASE ORDER

Supplier : <u>GETASPEED MEDIA, INC.</u>	P.O. No. : <u>2024-07-209</u>
Address : <u>256 Talumpang Street, Mandaluyong City, Metro Manila</u>	Date : <u>11-Jul-2024</u>
TIN : <u>000-000-0000</u>	Mode of Procurement : <u>AMP 53.9</u>
Gentlemen: <u>AM DEVEN V. DARANG (02) 8479 2900</u>	

Please furnish this Office the following articles subject to the terms and conditions contained herein:

DEPARTMENT OF ENERGY, Energy Center, Rizal Dr., BGC, Taguig City

Place of Delivery : <u>V.P Grego (ERTLS-GRFTLD)</u>	Delivery Term : <u>within 60 days upon receipt of purchase order</u>
Date of Delivery : _____	Payment Term : <u>Payment will be processed within 30 days upon completion of services, submission of all required documents, and issuance of certificate of acceptance from the end user. Payment is through LDPAP-ADA subject to government budgeting, accounting and auditing rules.</u>

Stock/Property No.	Unit	Description	Quantity	Unit Cost	Amount
		SUPPLY AND DELIVERY OF REFERENCE BOOKS AND MATERIALS			
	pc.	ASTM Section 5, Volume 05.06: Gaseous Fuels; Coal and Coke; Catalysts; Bioenergy and Industrial Chemicals from Biomass - Latest Version, Hard Copy	1		₱ 42,980.00
	pc.	ASTM Volume 11 01, Water (I) - Latest version; Hard Copy	1		₱ 48,580.00
	pc.	BS EN 14105 Fat and oil derivatives - Fatty Acid Methyl Esters (FAME) - Determination of free and total glycerol and mono -, di-, triglyceride contents - Hard Copy	1		₱ 26,510.00
	pc.	BS EN 14110 Fat and oil derivatives - Fatty Acid Methyl Esters - Determination of methanol content - Hard Copy	1		₱ 19,290.00
	pc.	BS EN14103 Fat and Oil Derivatives - Fatty Acid Methyl Esters (FAME) - Determination Of Ester And Linolenic Acid Methyl Ester Contents - Hard Copy	1		₱ 19,290.00
	pc.	Carbon Isotope Techniques by Edlor Paul, David C Coleman, Jerry Melillo, Brian Fry - Hard Copy	1		₱ 8,860.00
	pc.	BS EN 15938 - Automotive fuels: Ethanol blending component and ethanol automotive fuel - Determination of Electrical Conductivity - Hard Copy	1		₱ 19,340.00
		Other Terms and General Conditions: - as stated in the Request for Quotation (RFQ-01-0101-2024-05-0272-0614-0081)			
		<i>*Subject to deduction of allowed government taxes on total</i>		sub- total	₱184,810.00

(Total Amount in Words) _____

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed on the underdelivered item/s as the Notice to Proceed (NTP) when signed by the Supplier.

Conforme: <u>[Signature]</u>	Very Truly yours: <u>[Signature]</u>
<u>DEXTER M. RIVERO</u>	<u>AMELIA M. DE GUZMAN, CESO IV</u>
Signature over Printed Name of Supplier	Signature over Printed Name of Authorized Official
<u>7/30/24</u>	<u>[Signature]</u>
Date	Designation

Fund Cluster : _____	ORS/BURS No. : _____
Funds Available : _____	Date of the ORS/BURS: _____
<u>page 2 of 4</u> <u>jjad/jpc/cag</u>	Amount : _____
<u>HELEN C. ROLDAN</u>	
Signature over Printed Name of Chief Accountant/Head of Accounting Division/Unit	

CONDITIONS AND INSTRUCTIONS

1. Delivery of the items shall be made to the Department of Energy Property Officer at the Energy Center, Merritt Road Fort Bonifacio Metro Manila, unless otherwise indicated and shall be accompanied by the following documents:
 - a) Original and copies of invoice and packing list to be sent to Department of Energy, Energy Center, Merritt Road, Fort Bonifacio, Metro Manila as soon as possible, with copy of bill of lading/railroad waybill/truck waybill/air waybill and freight receipt showing proper description, weights, cubage and rates. The amount of freight prepaid, if any, and order number as above.
2. The above P.O. number *must* appear on all invoices, bills of lading, express receipts and correspondence mark all shipping tags and packages with above order number.
3. Seller's failure to deliver when due will authorize the Department of Energy at its discretion to impose a penalty of a deduction from the invoice value, as liquidated damages, 1/10 of 1% of the total value of the order for each day of delay in delivery or of the total undelivered portion thereof; or make an open market purchase of the items undelivered and charge to defaulting seller the excess in price if any. In either case, the Department of Energy reserves the right to rescind or cancel this order.
4. No partial delivery of item/s under the P.O. is allowed.
5. Seller warrants that the use or sale by the Purchaser of material specified herein will not subject Purchaser to charges of patent infringement and further agrees to hold Purchaser harmless against any and all results of such charges.
6. Material must not be in excess of quantity. The non-conforming items will be rejected and excess will be returned at Seller's expense.
7. Substitution or extra charges under this order will not be permitted except on specific authority of this office.
8. Delinquency in delivery or otherwise unsatisfactory service will be considered cause for cancellation and/or rejection, at no expense to Purchaser.
9. Purchaser reserves the right to suspend shipments of the material covered by this Order in event of strikes, accidents or other contingencies beyond Purchaser's control.
10. Purchaser reserves the right to issue a Change Order whenever it becomes necessary to cancel or make any changes in this Purchase Order.
11. The contract created by this Order and its acceptance or confirmation is subject to the agreement of the Seller or contractor that all persons engaged upon the work hereunder, or entering upon the plant, vessel or other property of the Purchaser, consignee, or owner hereunder named for the purpose of delivering, installing, inspecting, repairing or estimating supplies, material or work hereunder shall be considered servants of the Seller or contractor or sub-contractor thereunder and not of the Purchaser, consignee, or owner and that the Seller or contractor shall hold the Purchaser, consignee, or owner harmless from all liability resulting from any claim for accident to or death of any such persons whether any such claim arise or be caused by negligence or otherwise of the Seller, Contractor, its Agents or Employees, or any sub-contractor, person or corporation.
12. CONTRACTOR warrants that it or any of its officials or representatives have not given any money or gift to any employee/official of CLIENT to influence the decision regarding the awarding of this Contract, nor CONTRACTOR has, its officials or representatives have exerted or utilized any unlawful influence on any employee/official of CLIENT to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage or contingent fee. CONTRACTOR hereby agrees that breach of these warranties shall be sufficient ground for CLIENT at its discretion to terminate or cancel this contract, or deduct such commission percentage, brokerage, or contingent fees from the Contract price without prejudice to CONTRACTOR's or any other person's civil or criminal liability under the Anti-Graft Law and other application laws.



DEPARTMENT OF ENERGY

Energy Center, Rizal Drive cor. 34th St.,
Bonifacio Global City, Taguig

QUINTUPLICATE

FMD-QF-17
27 October 2023
Rev 2

PR No. 01-0101-2024-05-0272

PURCHASE ORDER

Supplier : JETSPEED MEDIA, INC.	P.O. No. : 2024-07-209
Address : 256 Talumpong Street, Mandaluyong City, Metro Manila	Date : 11-Jul-2024
TIN : _____	Mode of Procurement : AMP 539
Gentlemen: MR. DEXTER V. DARAN (02) 8479 2900	

Please furnish this Office the following articles subject to the terms and conditions contained herein:

Place of Delivery : DEPARTMENT OF ENERGY, Energy Center, Rizal Dr., BGC, Taguig City	Delivery Term : within 50 days upon receipt of purchase order
Date of Delivery : _____	Payment Term : Payment will be processed within 30 days upon completion of services, submission of all required documents, issuance of certificate of acceptance from the end-user. Payment is through LODAP-ADA subject to government budgeting.

Stock/Property No.	Unit	Description	Quantity	Unit Cost	Amount
		SUPPLY AND DELIVERY OF REFERENCE BOOKS AND MATERIALS			
	pc.	Evolution and Geological Significance of Larger Benthic Foraminifera, 2nd edition; Marcelle K. BouDagher -Fadel - Hard Copy	1	₱ 10,470.00	
	pc.	Geology and Geochemistry of Oil and Gas; Elsevier, 2005 by L. Buryakovsky, N.A. Eremenko, M.V. Gorfunkel, G V. Chilingarian- Hard Copy	1	₱ 23,290.00	
	pc.	ISO 11722:2013 Solid Mineral Fuels - Hard Coal- Determination of moisture in the general analysis test sample by drying in nitrogen - Hard Copy	1	₱ 5,820.00	
	pc.	ISO 11760:2018 - Classification of Coal - Hard Copy	1	₱ 8,570.00	
	pc.	Isoscapes (Understanding movement, pattern, and process on Earth through isotope mapping) by Jason B. West, Gabriel J. Bowen, Todd E. Dawson, Kevin P. Tu - Hard Copy	1	₱ 20,980.00	
	pc.	Modern Planktonic Foraminifera by Hemleben, Spindler and Anderson; 2011 - Hard Copy	1	₱ 11,510.00	
	pc.	Modern Powder Diffraction (Reviews in Mineralogy & Geochemistry), 2018 by David L.Bish - Hard Copy	1	₱ 6,100.00	
		Other Terms and General Conditions: - as stated in the Request for Quotation (RFQ-01-0101-2024-05-0272-0614-0081)			
		*Subject to deduction of allowed government taxes on total		sub-total	₱ 86,840.00

(Total Amount in Words) _____

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed on the underdelivered item/s.

This PO serves as the Notice to Proceed (NTP) when signed by the Supplier.

Conforme: _____
DEXTER DARAN
Signature over Printed Name of Supplier
7/30/24
Date

Very Truly yours: _____
AMELIA M. DE GUZMAN, CESO IV
Signature over Printed Name of Authorized Official
Director, ERTLS
Designation

Fund Cluster : _____	ORS/BURS No. : _____
Funds Available : _____	Date of the ORS/BURS : _____
page 3 of 4 HELEN C. ROLDAN Signature over Printed Name of Chief Accountant/Head of Accounting Division/Unit	Amount : _____

CONDITIONS AND INSTRUCTIONS

1. Delivery of the items shall be made to the Department of Energy Property Officer at the Energy Center, Merritt Road Fort Bonifacio Metro Manila, unless otherwise indicated and shall be accompanied by the following documents:
 - a) Original and copies of invoice and packing list to be sent to Department of Energy, Energy Center, Merritt Road, Fort Bonifacio, Metro Manila as soon as possible, with copy of bill of lading/railroad waybill/truck waybill/air waybill and freight receipt showing proper description, weights, cubage and rates. The amount of freight prepaid, if any, and order number as above.
2. The above P.O. number *must* appear on all invoices, bills of lading, express receipts and correspondence mark all shipping tags and packages with above order number.
3. Seller's failure to deliver when due will authorize the Department of Energy at its discretion to impose a penalty of a deduction from the invoice value, as liquidated damages, 1/10 of 1% of the total value of the order for each day of delay in delivery or of the total undelivered portion thereof; or make an open market purchase of the items undelivered and charge to defaulting seller the excess in price if any. In either case, the Department of Energy reserves the right to rescind or cancel this order.
4. No partial delivery of item/s under the P.O. is allowed.
5. Seller warrants that the use or sale by the Purchaser of material specified herein will not subject Purchaser to charges of patent infringement and further agrees to hold Purchaser harmless against any and all results of such charges.
6. Material must not be in excess of quantity. The non-conforming items will be rejected and excess will be returned at Seller's expense.
7. Substitution or extra charges under this order will not be permitted except on specific authority of this office.
8. Delinquency in delivery or otherwise unsatisfactory service will be considered cause for cancellation and/or rejection, at no expense to Purchaser.
9. Purchaser reserves the right to suspend shipments of the material covered by this Order in event of strikes, accidents or other contingencies beyond Purchaser's control.
10. Purchaser reserves the right to issue a Change Order whenever it becomes necessary to cancel or make any changes in this Purchase Order.
11. The contract created by this Order and its acceptance or confirmation is subject to the agreement of the Seller or contractor that all persons engaged upon the work hereunder, or entering upon the plant, vessel or other property of the Purchaser, consignee, or owner hereunder named for the purpose of delivering, installing, inspecting, repairing or estimating supplies, material or work hereunder shall be considered servants of the Seller or contractor or sub-contractor thereunder and not of the Purchaser, consignee, or owner and that the Seller or contractor shall hold the Purchaser, consignee, or owner harmless from all liability resulting from any claim for accident to or death of any such persons whether any such claim arise or be caused by negligence or otherwise of the Seller, Contractor, its Agents or Employees, or any sub-contractor, person or corporation.
12. CONTRACTOR warrants that it or any of its officials or representatives have not given any money or gift to any employee/official of CLIENT to influence the decision regarding the awarding of this Contract, nor CONTRACTOR has, its officials or representatives have exerted or utilized any unlawful influence on any employee/official of CLIENT to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage or contingent fee. CONTRACTOR hereby agrees that breach of these warranties shall be sufficient ground for CLIENT at its discretion to terminate or cancel this contract, or deduct such commission percentage, brokerage, or contingent fees from the Contract price without prejudice to CONTRACTOR's or any other person's civil or criminal liability under the Anti-Graft Law and other application laws.



DEPARTMENT OF ENERGY

Energy Center, Rizal Drive cor. 34th St.,
Bonifacio Global City, Taguig

QUINTUPPLICATE

FMD-QF-17
27 October 2023
Rev 2

PR No. 01-0101-2024-05-0272

PURCHASE ORDER

Supplier: JETSPEED MEDIA, INC.	P.O. No.: 2024-07-209
Address: 256 Talimpong Street, Mandaluyong City, Metro Manila	Date: 11-Jul-2024
TIN:	Mode of Procurement: AMP 539
Gentlemen: MR. DEXTER V. DARAN (02) 8479 2900	

Please furnish this Office the following articles subject to the terms and conditions contained herein:

Place of Delivery: DEPARTMENT OF ENERGY, Energy Center, Rizal Dr., BGC, Taguig City	Delivery Term: within 60 days upon receipt of purchase order
Date of Delivery:	Payment Term: Payment will be processed within 30 days upon completion of services, submission of all required documents, issuance of certificate of acceptance from the end user. Payment is through LDDAP-ANA subject to government budgeting accounting and auditing rules.

Stock/Property No.	Unit	Description	Quantity	Unit Cost	Amount
SUPPLY AND DELIVERY OF REFERENCE BOOKS AND MATERIALS					
	pc.	Planktic Foraminifers in the Modern Ocean by Schiebel and Hemleben; 2017 - Hard Copy	1		₱ 24,500.00
	pc.	Plankton Stratigraphy, 1989 by Bolli, Saunders, and Perch-Nielsen - Hard Copy	1		₱ 16,000.00
	pc.	Practical Handbook on Biodiesel Production and Properties By Mushtaq Ahmad, Mir Ajab Khan, Muhammad Zafar, Shazia Sultana - Hard Copy	1		₱ 12,880.00
	pc.	Practical Petroleum Geochemistry for Exploration and Production, 2nd Edition 2022 by Harry Dembicki - Hard Copy	1		₱ 16,870.00
	pc.	Stable Isotope Geochemistry 7th ed. 2015 Edition by Jochen Hoefs - Hard Copy	1		₱ 15,170.00
	pc.	The Geoscience Handbook, AGI Data Sheets Fifth Edition, 2016 by Mark Carpenter and Christopher M. Keane	1		₱ 5,980.00
	pc.	The Role of Organic Petrology in the Exploration of Conventional and Unconventional Hydrocarbon Systems (Geology: Current and Future Developments), 2017 by Isabel Suarez-Ruiz - Hard Copy	1		₱ 13,440.00
Other Terms and General Conditions: - as stated in the Request for Quotation (RFQ-01-0101-2024-05-0272-0614-0081)					
				sub-total	₱104,850.00
				TOTAL AMOUNT	₱435,260.00
<i>*Subject to deduction of allowed government taxes on total</i>					

(Total Amount in Words) **Four Hundred Thirty-Five Thousand Two Hundred Sixty Pesos only**

In case of failure to make the full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent for every day of delay shall be imposed on the underdelivered item/s.

This PO serves as the Notice to Proceed (NTP) when signed by the Supplier.

Conforme:	Very Truly yours:
 DEXTER V. DARAN Signature over Printed Name of Supplier	 AMELIA M. DE GUZMAN, CESO IV Signature over Printed Name of Authorized Official
7/30/24 Date	Director, ERTLS Designation

Fund Cluster: NI	ORS/BURS No.: 1 101 2 24 1 1449
Funds Available: 4,411,111.11	Date of the ORS/BURS: 7/30/24
page 4 of 4 HELEN C. ROLDAN Signature over Printed Name of Chief Accountant/Head of Accounting Division/Unit	Amount: 1115

CONDITIONS AND INSTRUCTIONS

1. Delivery of the items shall be made to the Department of Energy Property Officer at the Energy Center, Merritt Road Fort Bonifacio Metro Manila, unless otherwise indicated and shall be accompanied by the following documents:
 - a) Original and copies of invoice and packing list to be sent to Department of Energy, Energy Center, Merritt Road, Fort Bonifacio, Metro Manila as soon as possible, with copy of bill of lading/railroad waybill/truck waybill/air waybill and freight receipt showing proper description, weights, cubage and rates. The amount of freight prepaid, if any, and order number as above.
2. The above P.O. number *must* appear on all invoices, bills of lading, express receipts and correspondence mark all shipping tags and packages with above order number.
3. Seller's failure to deliver when due will authorize the Department of Energy at its discretion to impose a penalty of a deduction from the invoice value, as liquidated damages, 1/10 of 1% of the total value of the order for each day of delay in delivery or of the total undelivered portion thereof; or make an open market purchase of the items undelivered and charge to defaulting seller the excess in price if any. In either case, the Department of Energy reserves the right to rescind or cancel this order.
4. No partial delivery of item/s under the P.O. is allowed.
5. Seller warrants that the use or sale by the Purchaser of material specified herein will not subject Purchaser to charges of patent infringement and further agrees to hold Purchaser harmless against any and all results of such charges.
6. Material must not be in excess of quantity. The non-conforming items will be rejected and excess will be returned at Seller's expense.
7. Substitution or extra charges under this order will not be permitted except on specific authority of this office.
8. Delinquency in delivery or otherwise unsatisfactory service will be considered cause for cancellation and/or rejection, at no expense to Purchaser.
9. Purchaser reserves the right to suspend shipments of the material covered by this Order in event of strikes, accidents or other contingencies beyond Purchaser's control.
10. Purchaser reserves the right to issue a Change Order whenever it becomes necessary to cancel or make any changes in this Purchase Order.
11. The contract created by this Order and its acceptance or confirmation is subject to the agreement of the Seller or contractor that all persons engaged upon the work hereunder, or entering upon the plant, vessel or other property of the Purchaser, consignee, or owner hereunder named for the purpose of delivering, installing, inspecting, repairing or estimating supplies, material or work hereunder shall be considered servants of the Seller or contractor or sub-contractor thereunder and not of the Purchaser, consignee, or owner and that the Seller or contractor shall hold the Purchaser, consignee, or owner harmless from all liability resulting from any claim for accident to or death of any such persons whether any such claim arise or be caused by negligence or otherwise of the Seller, Contractor, its Agents or Employees, or any sub-contractor, person or corporation.
12. CONTRACTOR warrants that it or any of its officials or representatives have not given any money or gift to any employee/official of CLIENT to influence the decision regarding the awarding of this Contract, nor CONTRACTOR has, its officials or representatives have exerted or utilized any unlawful influence on any employee/official of CLIENT to solicit or secure this Contract through an agreement to pay a commission, percentage, brokerage or contingent fee. CONTRACTOR hereby agrees that breach of these warranties shall be sufficient ground for CLIENT at its discretion to terminate or cancel this contract, or deduct such commission percentage, brokerage, or contingent fees from the Contract price without prejudice to CONTRACTOR's or any other person's civil or criminal liability under the Anti-Graft Law and other application laws.