

PURCHASE NO.:	POSCH20240216
PURCHASE DATE.:	2024-04-19

SUNGROW POWER SUPPLY COLOMBIA S.A.S.
CR 9 115 06 P 17 REGUS
Bogotá D.C. / Colombia
TEL: + 57 311 804 4155
TAX: 901 598 116 0

CURRENCY.:	Pesos Colombiano
DESTIANTION COUNTRY.:	COLOMBIA
TRADING COUNTRY.:	COLOMBIA
ORIGIN COUNTRY.:	COLOMBIA
SAP CONTRACT NO.:	
SUPPLIER OFFER NO.:	0604
HEM/HES NO.:	

SUPPLIER:	ENERGIA & MAQUINADO LIMITADA ENER-MAQ LIMITADA
ADD.:	Calle 38 N° 46-184 / Barranquilla - Colombia
TAX NO.:	8 0 2 0 1 9 6 3 4 2
CONTACT.:	Julian Camargo / enermaqltda@hotmail.com
TEL.:	57 310 3613657 / +57 3794246

SUBCATEGORY:	
TYPE OF WORK:	Fabricacion e instalacion de refuerzo en forma triangular a perfiles de anclaje.
CATEGORY:	
SUBCATEGORY:	
TEL.:	

ITEM	UNIT	DESCRIPTION OF GOODS	N° Artículo	UNIT PRICE	AMOUNT
1	540	Fabricacion e instalacion de refuerzo en forma triangular a perfiles en material lamina A-36 de 3/8 esp incluye soldadura, prueba de tintas, pintura en anticorrosivo y transporte.	UND	COP 42.000	COP 22.680.000,00
				Total Neto:	COP 22.680.000,00
				IVA 19%	COP 4.309.200,00
				Total Amount	COP 26.989.200,00

SAY IN CURRENCY:	
DELIVERY TERMS:	23 días a partir de su Orden de Compra / Proyecto PV Guayepo ubicado, Site latitude [10° 36' 50.55" N]; Site latitude [10° 36' 50.55" N]; municipalidad de ponedera
PAYMENT TERMS:	100% anticipado
NOTE:	

SUNGROW

Clean power for all

PURCHASE ORDER

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OTHER TERMS:

"1. INDEMNIFICATION: Seller agrees to indemnify and hold Buyer harmless from and against any and all causes of action, actions or suits, claims, demands, judgments, decrees or any liability whatsoever asserted or entered against Buyer by or on behalf of any third party or employee of Seller, relating to the works executed.

2. LIABILITY: Notwithstanding any other provisions in this Purchase Order, neither party shall be liable for any indirect, incidental, or consequential damages (including loss of profits) sustained or incurred in connection with the performance of the services provided hereunder.

Notwithstanding any other provision of this Purchase Order, either party's liability and obligation in any way resulting or arising from or relating to the services under this Purchase Order shall in no event exceed 50% of Purchase Order Price.

3. PREVALENCE: The terms and conditions set forth in the Purchase Order shall prevail over any conflicting terms or conditions set forth in any prior agreements, proposals, or other documents related to this transaction, unless expressly agreed to in writing by both parties

4. FORCE MAJEURE: Neither party shall be held liable for the non-performance of any of its obligations to the extent that the performance of such obligations is delayed or rendered impossible as a result of Force Majeure. If one Party has been prevented from performing its responsibilities stipulated in this Contract because of an Event of Force Majeure, it shall notify the other Party within fourteen (14) Days after the occurrence of such Event of Force Majeure, and both Parties shall use reasonable endeavours to mitigate damages, to the extent possible. If an Event of Force Majeure occurs, neither Party shall be responsible for any damage, increased costs or loss which the other Party may sustain by reason of such a failure or delay of performance, and such failure or delay shall not be deemed a breach of this Contract. A Party claiming inability to perform due to an Event of Force Majeure shall take appropriate means to minimize or remove the effects of the Event of Force Majeure and, within the shortest possible time, attempt to resume performance of the obligation affected by the Event of Force Majeure.

5. TERMINATION: The Buyer may cancel this Purchase Order at any time in writing in case the Seller incurred in a material breach of its obligation under this Purchase Order, which is not remedied within a period of thirty (10) business days after receipt of the notification issued by the Buyer urging compliance.

6. GOVERNING LAW AND ARBITRATION: For any dispute between the Parties arising out or connected with this Purchase Order, which cannot be settled amicably, shall be resolved by arbitration in accordance with the rules of arbitration pursuant to the Rules of Arbitration Procedure of the International Chamber of Commerce in effect at the time of its initiation.

The parties expressly agree that the UN Convention on the International Sale of Goods shall apply to this Agreement. The laws of New York, USA, shall apply to matters not provided for in the said Treaty."

Francisco C.

SUPPLIER

(AUTHORIZED SIGNATURE OR STAMP)

ENERMAQ LTDA
NIT. 802019634-2
BARRANQUILLA

Aaron Paradas

Aaron Paradas
Project Manager

BUYER
(AUTHORIZED NAME & SIGNATURE OR STAMP)