

ABB Robotics (Zhuhai) Ltd.



A101, Block 1, NO. 168. Road 5 of Xinsha
Hi-Tech Zone, Zhuhai, Guangdong

Vendor: PIENSA APPLIED TECHNOLOGIES S.A.
Address: AVENIDA AMERICO VESPUCIO 1385,
MODULO 33, QUILICURA
SANTIAGO
8730596 Chile
Contact: NATALIA JARA
Telephone: 56985495042
Fax:

Deliver To: ABB Robotics (Zhuhai) Ltd.
Address: A101, Block 1, NO. 168.
Road 5 of Xinsha,
Hi-Tech Zone,Hi-Tech Zone,
zhuhai 519000
China
Contact:
Telephone:
Fax:

PURCHASE ORDER

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PO No.: 4508276636 **Date:** 2022.05.12
Your Ref.:
Our Ref.:
Terms of Del(Incoterms): -
Terms Of Payment: 30 days EOM, payment on the 4th
Currency: USD
Issued by: Serina-Yiyun Yue
PO Version:
Vendor: 406482

Goods receipt date will be adjusted according to each milestone in project!

For service items, please provide required Work Completion Report or Time Sheet after work is done.

Notes:

Proforma Invoice for Custom Clearance purpose only;

Billing Invoice for Payment purpose only.

1) Please send the Order Confirmation to (Buyer e-mailbox) within 2 working days.

Please email e-invoices for payment to:

CNAUS e-invoices: CN-CNAUS-sasscanning@abb.com

CNFTZ e-invoices: CN-CNFTZ-sasscanning@abb.com

Pls. note that the email title should be: invoice date+ invoice number+
PO number.

2) Please be sure the invoice you provided to forwarder or DHL with below information:

a) Complete supplier name, should exactly match the name on ABB PO

b) Complete customer name: ABB Robotics (Zhuhai) Ltd.

c) Customs invoice amount must be same with the value of material

d) Currency.

Item Type/Name(E)	Part No / Specification	Chinese Name	Proj No/SO/CC	Delivery Date	Qty	Unit	Unit Price	Total Price
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Item	Type/Name(E)	Part No / Specification	Chinese Name	Proj No/SO/CC	Delivery Date	Qty	Unit	Unit Price	Total Price
0010	Siemens Licenses for PLC		IT hardware	ROZ-4325-00041	2022.05.19	1.00	SET	7,179.00	7,179.00
	Total Price (USD)								7,179.00



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Important

1.The customs tariff number of the country of consignment for goods must be indicated. For controlled goods, the national export control number must be indicated and, if the goods are subject to U.S. export regulations, the ECCN. Proofs of preferential origin as well as conformity declarations and marks of the country of consignment or destination are to be submitted without being requested; certificates of origin upon request.
货物起运国的海关税号必须注明。对于受监管货物，国家出口控制号必须注明；若货物须遵守美国出口法律，《出口控制分类编号》必须注明。无要求，应提交优惠原产地证明、合规申报和起运国或目的国标志；一旦要求，提交原产地证书。

2.Unless agreed differently, this Purchase Order (#PO#) is subject to the ABB General Terms and Conditions for Purchase of Goods and/or Services (#ABB GTC#).
除非有不同约定，本采购订单受《ABB货物和/或服务采购一般条款》约束。

3.The ABB GTC is made available to Supplier under <http://new.abb.com/cn/supplying>. The ABB GTC or the contract, as applicable, are hereby incorporated into the contractual relationship between Customer and Supplier. By accept this PO or supplying as ordered under this PO, Supplier consents with the ABB GTC or the contract, as applicable.
供应商可通过<http://new.abb.com/cn/supplying>获取《ABB货物和/或服务采购一般条款》。《ABB货物和/或服务采购一般条款》或所适用合同构成供应商与客户之间的合同。供应商接受订单或通过供应采购订单项下的订购项，即视为供应商同意《ABB货物和/或服务采购一般条款》或所适用合同。

4.For any order issued by ABB, the Supplier shall strictly comply with the terms set forth below providing that the supplier is subject to the ABB General Terms & Conditions (#GT&C#):
对于ABB发布的任何订单，供应商在同意ABB GT&C条款的前提下同时需要严格遵守如下条款：

4.1.Unless otherwise specified, the total order price is a fixed price which may not be altered or modified. The total order price includes all packing costs and costs for loading into containers (in case of ocean shipping, seaworthy packing should be used and should conform to the packing specifications provided by the Company). Unless otherwise provided, the price shall also include all import/ customs duties, VAT and all other government levies. (If the order is identified as an "open order", the order value shall be updated depending on the actual labor cost incurred or the value of the fragmentary materials purchase.)
本订单如无特别标注，订单总价是固定不变的，不得修改或变更。订单总价包括所有包装和所有包装的装箱费用(如需海运运输，则包装应适合海洋运输要求并符合本公司的包装说明)。除非另有规定，价格还包括所有的进口/关税、增值税和所有其他政府税收。(如特别标注为开口订单，订单金额将依据实际发生的人工工时或采购的零星物料价值进行更新。)

4.2.In case the Supplier fails to deliver the goods and/or complete the services by the date specified in the purchase order on which delivery or performance is to be completed (the "Delivery Date"), the Company shall have the right to request the Supplier to pay a penalty which amounts to 2% of the total value of the purchase order for every week's delay, a period of time less than seven days counts as a week; the Supplier shall pay the penalty within seven days after the Company files a written claim, and if payment is not forthcoming, the Company shall have the right to deduct an amount equal to the penalty from the payments owed by the Supplier. If the penalty is insufficient to fully make up for the loss suffered by the Company as a result of the Supplier's delay in making delivery and/or completing the service, the Company shall have the right to recover the actual loss from the Supplier. If any delay occurs, the Supplier shall take all necessary remedial actions at its own expense to make up for the loss time, such actions include, without limitation, shipping the goods by air and/or working overtime (in case of delay in delivering the goods), and working overtime or accelerating the speed at which the service is rendered (in case of delay in performing services).
如果供应商未能在本采购订单规定的交付或履约完工之日(“交付日期”)交付货物和/或服务，本公司有权要求供应商支付每周采购订单总价2%的违约金不足七天的按一周计算；供应商应在本公司提出书面索赔后7日内予以支付或者本公司有权自行在未付金额中扣除。如果以上违约金不足以弥补本公司因供应商延迟交付设备和/或完成服务所遭受的损失的，本公司仍有权向供应商主张赔偿本公司的实际损失。如果发生延误，供应商应当采取所有必要的补救措施，自行承担费用，弥补损失的时间，包括但不限于空运货物和/或加班工作(货物类)以及加班或加快服务的提供速度(服务类)。

4.3.If the scope of supply includes installation or testing services, the installation and commissioning of the equipment supplied hereunder shall commence within three days upon receiving the Purchaser's notice of commencement, and the Supplier shall make available all necessary tools, hoisting equipment, consumables, other equipment and local workforce (skilled and unskilled workers) required in connection with the installation and commissioning of equipment. Further, the Supplier shall take full responsibility for any damage caused by itself or any third party, or damage which is caused due to the supply and use of unsuitable or defective hoisting equipment. During installation and commissioning, the Supplier shall provide the technical personnel with suitable accommodation, means of transport for traveling to and back from the work site, and tools of communication such as telephone, telex and fax at its own expense. The Supplier shall assume full responsibility for the suitability of the method used by it for executing the work and shall not claim that the work is performed under the instruction of the Company, for any reason whatsoever.
如供应商的供货范围包含安装或调试等服务内容，则本合同项下的设备安装和调试应在接到买方通知后3天内开始，供应商也应为设备的安装及调试提供所有必需的工具、吊装设备、耗用品，其他必需的设备和本地劳力(技术工种及非技术工种)。另外，对于其本身或任何第三方造成的，或者因提供和使用不当或有缺陷的吊装设备而引致的损坏，供应商应负全责。在安装及调试期间，供应商应自费安排技术人员的适当的住宿、往返工地之交通工具和电话、电传和传真等的通讯工具。供应商应对工作方法的合适性承担全部责任，并不得以任何理由声称其是在本公司的指导下工作。

4.4.The Supplier shall inform the Company of all the "Hazardous Materials" (as defined in the applicable regulations promulgated by the central government and/or local governments of the PRC) included in the scope of supply. The Supplier shall provide the Company with all "Material Safety Data Sheet" that apply to the scope of supply no later than the shipment date specified in the Purchase Order. The use of "silicon" or any material containing "silicon" is strictly prohibited. The phrase "Use of Silicon Prohibited" in both English and Chinese languages must be indicated in all drawings.
The use of asbestos for thermal insulation or other purposes is strictly prohibited.
供应商应告知本公司所有供货范围内包含的“危险材料”(见中华人民共和国中央和/或地方政府适用法规中的定义条款)。供应商应在不得迟于本订单规定的出货日期，向本公司提供所有适用于供货范围的“材料安全数据表”。严禁使用“硅”或其它含“硅”材料。所有图纸必须用英文和中文两种语言标明“禁止使用硅”。严禁将“石棉”用作隔热或其他目的。

4.5.The materials supplied or services rendered by the Supplier shall conform to the technical agreements, drawings or other documented requirements provided by the Purchaser, including, without limitation, the technical standards applied by the end users and relevant industrial norms. The risk associated with the scope of supply shall pass from the Supplier to the Purchaser upon final acceptance.
卖方提供的物料或服务应符合买方的技术协议、图纸，或其他的书面要求，包括但不限于最终用户的技术标准，以及相关行业规范。供货范围的风险应从通过最终验收后转移。



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4.6.The term "safety" referred to herein means and is deemed to include the various aspects of health, safety and environment. The Supplier agrees to strictly comply with the general rules and regulations concerning the safety of equipment and human and guarantees that it shall apply the relevant international standard in this regard.
本采购订单中所指的技术语“安全”是指且包括安全、健康和环境的各方面。卖方同意将严格遵循有关设备和人员安全的一般规则 and 规定，并保证在这方面应用国际标准。

4.7.Warranty: unless otherwise provided in the technical agreement, the warranty period of the equipment supplied shall conform to the ABB General Terms and Conditions.
质保：除非技术协议中另有约定，设备的质保期需要符合ABB GT&C条款的规定。

4.8.The Purchaser expressly reserves the right to assign the warranty or other similar guarantees provided by the Supplier, its agents or its affiliates to any third party in whole or in part, including but not limited to Purchaser's subsidiaries, affiliates or customers. By executing this Purchase Order, the Supplier shall be deemed to have consented to such assignment.
买方明确保留将卖方或其代理、关联公司提供的上述质保或其他类似保证部分或全部转让给任何第三方的权利，包括但不限于转让给买方的下属机构、关联公司或其客户。卖方一旦签订本订单即应被视为同意上述转让。

4.9.In case the Supplier and its employees leak confidential information or use such information for other purposes not contemplated hereby, it shall pay the Purchaser 100% of the contract value as the liquidated damage and be held liable for all losses suffered by the Purchaser.
如卖方及其雇佣的人员泄露机密信息或者将机密信息用作他图的，应向买方支付100%的合同金额作为违约金并承担买方由此而遭受的一切损失。

4.10.The Supplier, being a supplier for the Purchaser, shall comply with the following requirements of the Purchaser: the ABB Supplier Code of Conduct and the ABB List of Prohibited and Restricted Substances. The Supplier shall accept audit by the Purchaser if this is requested by the Purchaser. In case the Supplier commits a material violation of this clause, the Purchaser shall have the right to terminate the contract.
卖方作为买方的供应商应遵守买方的下述要求：《ABB供应商行为准则》，《ABB禁用物质和限用物质清单》。若买方提出要求，卖方应接受买方的审计。若卖方严重违反本条要求，买方有权终止本合同。

4.11.In case Supplier fails to provide Goods and/or Services in accordance with this Purchase Order, in addition to the remedies available to Customer hereunder, Purchaser reserves the right to withhold payment for any amount due and payable under other purchase order and/or contract signed with Supplier.
如卖方未遵照采购订单的规定提供货物和/或服务，除采购订单中已赋予买方的救济权利之外，买方有权暂缓支付其与卖方签订的其他采购订单或合同中任何到期应付款项。

4.12.Any addition to, deletion from or amendment to this Purchase Order shall be invalid unless made in writing and executed by the authorized representatives of both parties.
若非以书面的形式出现且经双方授权代表签署，对本订单的任何增删或修订均属无效。

4.13.Priority of documents: 1) the Purchase Order; 2) the Technical Agreement; 3) the ABB General Terms and Conditions for the Purchase of Goods and/or Services.
文件的优先性：1) 采购订单；2) 技术协议；3) ABB货物和/或服务采购一般条款。

Annex 1: ABB Invoicing Instructions
附件一：ABB发票开具说明

该采购订单已经经过授权有效

供应商签字

Supplier Signature