



**VENDOR PLEASE NOTE:**

VENDOR ACCEPTS THIS PURCHASE ORDER BY ELECTRONIC SIGNATURE. BY ACCEPTING OR FILLING THIS ORDER OR ANY PART THEREOF, VENDOR AGREES TO CONDUCT THIS TRANSACTION VIA ELECTRONIC MEANS AND TO BE BOUND BY THE ACCOMPANYING TERMS AND CONDITIONS.

**BILL TO:**

CE Casecanan Water & Energy Co., Inc.  
 TIN: 004-500-931-000 VAT  
 Sitio Pauan, Brgy. Villarica Pantabangan  
 Nueva Ecija, 3124  
 Philippines

**PURCHASE ORDER**

PURCHASE ORDER NO.      REV      PAGE  
**209560**                              1      1 of 2

**VENDOR:**

PACIFICORP  
 825 NE MULTNOMAH STE 2000  
 PORTLAND, OR, 97232  
 United States

**SHIP TO:**

CE Casecanan Water & Energy Co.  
 Sitio Pauan, Brgy. Villarica Pantabangan  
 Nueva Ecija, 3124  
 Philippines

THIS PO NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCE RELATED TO THIS ORDER.

<b>PO TOTAL:</b>	<b>129,722.96</b>
<b>DATE OF ORDER</b>	<b>DATE OF REVISION</b>
28-MAY-2014	30-MAY-2014

QUOTATION #	CURRENCY	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
SS	USD	NET 30 DAYS	COLLECT	SHIPPING POINT	AIR FREIGHT
VENDOR CONTACT	TELEPHONE NUMBER	FAX NUMBER	REQUESTOR	VENDOR CONFIRMATION SIGNATURE	
			YEE JR, Mr. SAMUEL A		

THIS PO SUPERSEDES REVISION 0.  
 ATTN: DOUG STUVER  
 ABB POWER CIRCUIT BREAKER 242PMR 40-20  
 PR 116378 : ACCT: 77-716-6492-771-1497794  
 SEPARATE SHIPPING INSTRUCTIONS FORM PART OF THIS PO.

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	POWER CIRCUIT BREAKER, MAKE:"ABB", MODEL 242PMR 40-20, SN:CAK366801	25-JUN-2014	1	LOT	129,722.96	129,722.96

BUYER	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS	AUTHORIZED SIGNATURE	<b>TOTAL: 129,722.96</b>
A. BAURE	63-44-464 1440	63-44-464 1443	abaure@midamerican.com	UNAPPROVED	
					29-MAY-2014

## PURCHASE ORDER TERMS AND CONDITIONS

1. **DEFINITIONS.** As used herein (a) "Purchase Order" shall refer to this Purchase Order and any attachments or documents incorporated herein, including every written, properly executed amendments; (b) "Seller" refers to the entity to which this Purchase Order is issued; and (c) 'Buyer' refers to the entity issuing this Purchase Order.
2. **ORDER ACCEPTANCE.** Seller shall be deemed to have accepted all the terms and conditions of this Purchase Order unless it provides written exception to same within fifteen (15) days of the date hereof. If Seller properly takes exception hereto, Buyer and Seller shall attempt to negotiate mutually acceptable terms and conditions.
3. **PRICE / OWNERSHIP.** This Purchase Order shall not be billed at prices higher than those set forth herein or a properly completed amendment hereto. Seller warrants that the prices to be charged for articles, goods or services ordered herein are not in excess of the prices charged to other customers purchasing similar quantities of articles, goods or services of like quality. Seller also warrants that it is the lawful owner and possessor of the articles or goods herein specified and that it has the right to transfer absolute ownership and possession thereof at the time they are delivered, free of all liens and encumbrances of whatsoever kind or nature.
4. **TERMS OF PAYMENT / CASH DISCOUNT.** Terms of payment shall be Net 30 unless otherwise specified herein. Computation of any applicable discount will be reckoned from the date of receipt of the corresponding original invoice; provided, however, if the invoice is received prior to delivery of the articles, goods or services to Buyer at the designated place of delivery, then any payment due date shall be calculated from said later date.
5. **DELIVERY.** Time is of the essence. Timely delivery in accordance with the terms hereof is required. Any delay in delivery shall be reported immediately by Seller to Buyer. Buyer reserves the right to cancel this Purchase Order in whole or in part if Seller should fail to make deliveries, in accordance with the Terms of the Purchase Order.
6. **PATENT, TRADEMARK & COPYRIGHT INDEMNITY.** Seller agrees to indemnify, and save harmless Buyer, its agents, successors, assigns and customers from and against any and all expenses, liabilities or other losses arising from or by reason of any actual or claimed infringement of patents, trademarks or copyrights, and to defend any suits based thereon, with respect to any items furnished hereunder, except where the claimed infringement arises by reason of the items furnished hereunder being based solely upon designs or drawings furnished by Buyer.
7. **WARRANTY.** The Seller warrants that all materials or services delivered hereunder will conform to the design and specifications and to drawings, samples or other descriptions referred to herein, will conform strictly to the requirements of this Purchase Order, and will be free from defects in materials and workmanship.
8. **COMPLIANCE WITH LAWS.** Seller shall comply with all national and local laws applicable to this Purchase Order. These include laws, statutes, ordinances, rules and regulations regarding equal opportunity, discrimination, corruption (including, without limitation, all applicable foreign laws such as the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act 2010), environment, labor and safety.
9. **BUYER'S PROPERTY.** All materials, including tools, furnished or specifically paid for by Buyer, unless otherwise specified herein, shall be the property of Buyer, shall be subject to removal at any time without additional cost upon demand by Buyer, shall be used only in filling orders from Buyer, shall be kept separate from other materials or tools, and shall be clearly identified as the property of Buyer. Seller assumes all liability for loss or damage, with the exception of normal wear and tear, and agrees to supply detailed statements of inventory promptly upon request.
10. **TAXES.** Unless otherwise provided herein, the price set forth herein shall include all applicable national, state and local taxes of any kind payable by either Buyer or Seller, including without limitations, customs duties, excise taxes, sales taxes, value-added taxes and any other applicable, required tax not listed on the invoice. Buyer shall withhold all taxes as required by national, state or local laws, and remit the same as required by law.
11. **ASSIGNMENT OF RIGHTS.** Seller shall not delegate any duties or assign any rights, obligations or claims under this Purchase Order or for breach thereof without the written consent of Buyer and no such attempted delegation or assignment shall be binding on Buyer. Buyer may set off any amounts due from Buyer to Seller against any amounts due from Seller to Buyer based on this Purchase Order or any other purchase order or transaction between Buyer and Seller.
12. **CHANGES.** Buyer may at any time make changes in the delivery schedules, drawings, quantities, designs and specifications which shall be effective on delivery of written, executed notice from Buyer. Buyer also may make changes in the method of shipping or packing and place of delivery by any means of communication. If any such change affects cost or delivery schedules of this Purchase Order, an equitable adjustment shall be made, provided Seller makes a written claim therefore within 15 days from the date of Buyer's written notification of change.
13. **INSOLVENCY.** In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Seller, including any proceeding under the applicable bankruptcy law, or in the event of the appointment, with or without the Seller's consent, of an assignee for the benefit of creditors or of a receiver. Buyer may cancel, at its discretion, any unfilled part of this Purchase Order without any liability whatsoever.
14. **TITLE TO SPECIFICATIONS.** Buyer shall at all times have title to all drawings and specifications furnished by Buyer to Seller and intended for use in connection herewith. Seller shall not disclose such drawings and specifications to any person, firm or corporation other than Buyer's or Seller's employees, subcontractors or government inspectors, and only to the extent required by law or fulfillment of the terms of this Purchase Order. The Seller shall, upon Buyer's request, promptly return all drawings and specifications to the Buyer.
15. **OBJECTIVE QUALITY EVIDENCE.** Seller agrees to maintain, and provide to Buyer on request, objective quality evidence for materials supplied hereunder.
16. **LABOR DISPUTES.** Seller agrees that whenever an actual or potential labor dispute delays or threatens to delay the timely performance of this Purchase Order, Seller will immediately give notice thereof to Buyer.
17. **TITLE AND RISK OF LOSS.** Title and risk of loss shall pass to Buyer at the F.O.B. point, provided, however, that the risk of loss shall remain with Seller until delivery and acceptance of same by Buyer. Unless otherwise specified all shipments shall be F.O.B. destination.
18. **DEFECTIVE WORK.** If any materials or services are defective in material or workmanship or otherwise not in conformity with the requirements of this Purchase Order, Buyer shall have the right either to reject them or to require their correction, in any event at Seller's sole risk and expense, including all transportation.
19. **OVER SHIPMENT.** Subject to inspection and acceptance, Buyer will be liable for payment only for quantities ordered and delivered. Over shipments shall be held at Seller's risk and expense for a reasonable time awaiting shipping instructions. Shipping charges for returns shall be solely for Seller's account.
20. **REMEDIES.** The rights and remedies provided to Buyer herein are cumulative and in addition to any other rights and remedies provided by law or equity.
21. **WAIVER.** Waiver of a breach of any provisions of this Purchase Order shall not constitute waiver or full compliance with such provision nor shall it be construed as a waiver of any other breach.
22. **GOVERNING LAW.** This Purchase Order shall be interpreted and governed in all respects according to the laws of the Republic of the Philippines.
23. **ARBITRATION.** Unless the parties mutually agree otherwise, all disputes between the parties hereto concerning the interpretation or performance of this Purchase Order shall be finally settled by arbitration in Manila, Philippines in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC). Notwithstanding anything to the contrary in such rules, the arbitrators in any such arbitration shall apply the laws of the Republic of the Philippines. Any award rendered by the arbitrators shall be final and binding upon the parties and may be enforced by judgment of a court of competent jurisdiction. Each party shall be the right to designate an arbitrator of its choice, who need not be from the ICC's panel of arbitrators, and those two arbitrators shall, in turn, designate a presiding arbitrator. All arbitration proceedings shall be conducted and recorded in the English language.