

Multiwin de Mexico SA de CV

【EST】

BLVD LA JOLLA 4432, PARQUE INDUSTRIAL LA JOLLA, TIJUANA, BC, MEXICO, CP 22525 BLVD LA JOLLA 4432, PARQUE INDUSTRIAL LA JOLLA, TIJUANA, BC, MEXICO, CP 22525

664-687-6088 664-687-6089

PURCHASE

ORDER

Issued To : EC0001B

供應商 ECODELI COMERCIAL SA DE CV

AVE. FERROCARRIL #743-3

ORDER DATE :

2024-10-30

發行日期

ORDER NO.

PBD-0A0244 Rev. A

訂單號碼

BU Code

事業處代碼

CURRENCY MXN

PRICE TERM DAP

Item 項次	Parts No. & Description 料號/品名/規格	Rev. 版次	UNIT 單位	Q'ty/DEL 數量/交期	Unit Price 未稅單價	Total Price 總價
1	A0930007A0 ECO RPG DEGREASER 208 LITERS ECODELI-ERG 208		PCS	5 2024-10-27	18,650.0000 MXN	93,250.00 93,250.00

SAY TOTAL MXN Ninety-Three Thousand Two Hundred And Fifty Only

 零稅 (VAT Excluded) 含稅 (VAT Included) INVOICE

非保稅

1. Payment Terms : GH0151

付款條件 NET 15 DAYS

2. Manufacturer :

製造商

3. Insurance : ECODELI COMERCIAL SA DE CV

保險

4. Packing : Commonly acceptable industry standard and Buyer's requirements

包裝方式 符合業界標準及買方之要求

5. Inspection : Manufacturer's inspection report shall be attached to the shipping documents.

檢驗 出貨文件必須包含製造商的檢驗報告

6. Warranty Period More than 48 months

保固期: 48個月以上

7. Destination :

運達地點

Note 1:	Any different or additional provision provided by Seller in any acceptance, confirmation, or acknowledgement to this Purchase Order ("PO") is null and void unless accepted by authorized person of Buyer in writing. Seller shall perform all obligations under the PO issued by Buyer. 未經買方授權人書面同意, 賣方回簽本訂單時就本訂單內容所為之任何增刪修訂無效。賣方仍應依買方發出之訂單履行義務。
Note 2:	Delivery date: Delivery date wrote on the purchase order is for vendor to prepare material, and set production plan. Actual delivery schedule will be informed by e-mail from Eson's material control department. Vendor should follow their lead. If there is any delay, ESON can deduct 5% of selling price on each item as a punishment. 交期: 本訂單規定的交貨日期為預計交貨日期, 以便供應商備料, 生產安排, 實際交貨日期以我司排程發出的交貨通知單為準, 供應商必須遵循本訂單及交貨通知單之交期, 如逾期交貨, 每逾一日我司有權扣除逾期交貨材料金額之5%作為違約金。
Note 3:	Quantity: Short or extra shipment is strictly forbidden. If there is short shipment, penalty will be deducted from payment directly. The higher one will be executed, 20% of all transaction from beginning, or 100 times of delivery selling value. (For instance, from 2008 till now, your company transact with ESON total value is 1,000 USD, 700 USD paid and 300USD is going to pay next month. You are shipping the value of 50 USD goods found shortage. The penalty could be 210 USD (1050*20%) or 5,000 USD (50*100). 5,000 USD will be penalty.) If there is extra shipment, we will take extra quantity as free. 數量: 各類供應商不得短交/超交, 如發現短裝按雙方交易以來總金額的20%或是該批產品金額100倍, 以金額高者向甲方支付違約金, 甲方有權在貨款中直接扣除, 超交部分視同贈送(特殊材料另議)。
Note 4:	Seller has reviewed and understood the provisions on the reverse and/or successive page(s) of this document, which constitute parts of this PO. 本訂單之次頁、背面或續頁條款為本訂單之組成部分, 賣方已詳讀並了解。
Note 5:	Seller shall confirm this PO with Buyer within 2 working days upon Seller's receipt. Seller's delivery of Products according to the provisions on Delivery Notice ("DN") or other delivery requests from Buyer shall be deemed as Seller's acceptance of this PO and Seller shall perform all obligations under this PO and DN or other delivery requests. 賣方應於收到本訂單後兩個工作日內予以確認。賣方依買方之交貨通知單或其他交貨文件向買方交貨者, 視為賣方接受本訂單。賣方應履行本訂單及相應交貨通知單或其他交貨文件之所有義務。
Note 6:	The order of precedence in case of conflict among the following documents shall be: (1) DN or other delivery requests; (2) PO; (3) Purchase Agreement. 以下交易文件內容衝突時的適用順序為: (1) 交貨通知單或其它交貨文件; (2) 本訂單; (3) 採購合約。
Note 7:	The Chinese version of this PO shall prevail in the event of any discrepancy between the Chinese version and the English version. 本訂單中英文內容衝突時, 以中文版本為準。
Note 8:	This PO and any particular DN or delivery request issued by Buyer constitute an independent and complete agreement between both parties. This PO shall not constitute Buyer's purchase obligation without DN or other delivery requests. Final quantity and/or delivery date shall be subject to the provisions on the most current DN or other delivery requests. Seller agrees to deliver Products according to such particular DN or delivery request. Unit Price shall be the most current one as agreed by both parties before payment. Notwithstanding otherwise provided under this PO, in case Seller supplies Products to Buyer via VMI Hub ("Hub") as agreed by both parties, any particular DN or delivery request issued by Buyer shall only serve as Buyer's forecast and its request for safety stock according to which Seller shall stock the products in Hub. However, such DN or delivery request shall not constitute Buyer's purchase obligation. The actual quantity of Products purchased by Buyer is subject to the quantity of Products specified in the confirmed pull document, including but not limited to Goods Receiving Notice ("GRN"). Buyer's confirmed pull documents, including but not limited to GRN, and this PO constitute a complete agreement and Seller shall perform all obligations under this PO and the pull documents. 本訂單應與買方發出的個別交貨通知單或其他交貨文件構成交易之個別完整協議。僅有本訂單, 買方不負購買義務。本訂單之交期及/或數量以最新交貨通知單或其他交貨文件所載信息為準。賣方同意依最新交貨通知單或其他交貨文件向買方交貨。本訂單之單價以買方付款前雙方約定之最新有效價格為準。但若雙方約定以VMI Hub方式交貨, 買方發出的交貨通知單或其他交貨文件之數量僅為買方之需求預估及安全庫存要求。賣方應依買方文件備貨, 該數量不構成買方購買義務。買方實際購買數量以買方確認之提貨單據(包括但不限於收貨單)所載之數量為準。買方確認之提貨單據(包括但不限於收貨單)與本訂單構成個別完整協議, 賣方應履行本訂單及提貨單據之所有義務。
Note 9:	Raw materials, accessories, semi-finished, finished products and packing materials, which are provided by Suppliers and in processing in ESON to be accordance with ESON environment related substance, supplier will take the consequences if violating "control standard of environmental-related substances". 供應商所交物品必須嚴格執行環境管理物質標準, 如有發現不符, 造成一切后果由供應商承擔。
Note 10:	All material for GP products need to assure don't to make use of LEVEL 1 materials. 所有GP產品之原物料需確保不使用"LEVEL 1"物質。

The undersigned has the whole power and authority from Seller to execute this PO.

本訂單之賣方簽署人已獲得賣方充分授權, 有權代表賣方簽署本訂單。

Seller(賣方):

By Authorized Director :

Signature(簽名欄)

Buyer(買方):

Refer Inquiries to Buyer :

Richard

10/29'24

陳譽馨

10/28'24

Signature(簽名欄)

Authorization :

蔡佳樺

10/30'24

Richard

10/29'24

Signature(簽名欄)

General Terms

With regard to the sale and purchase of Products (as hereinafter defined), Seller and Buyer (collectively the "Parties") hereby agree as follows:

1. Product(s)

Product(s) shall mean any product, its spare part and component manufactured by Seller and/or provided to Buyer pursuant to this Purchase Order ("PO"), and/or any design, research, testing and other

services agreed by both Parties under this PO.

2. Price

Unless otherwise agreed upon in this PO or other written agreements by both Parties, price under this PO ("Price") shall include all tax, shipping cost and other production and sale cost. Unit Price under this

PO shall be the most current one as agreed upon by both Parties before payment. Seller hereby warrants that the Price does not exceed those offered to other customers purchasing the same or similar

products under the same or similar transaction conditions in the same quarter. If, at Buyer's discretion, the price for the same or similar products is lower, Buyer may thus proportionally deduct the payment for

the Products and/or offset against any of Buyer's accounts payable to Seller (including but not limited to the payment for the Products.).

3. Payment

Unless otherwise stipulated herein, payment shall be made within 90 days from 1) Buyer's receipt of the appropriate invoice from Seller, or 2) Buyer's final acceptance of the Products, whichever is later.

Seller agrees that Buyer is entitled to cease performing the payment obligations to Seller (including but not limited to the payment obligation for the Products) without any liability if Buyer finds any defect in the

Products before payment.

4. Forecast

Buyer may periodically or from time to time issue the forecast to Seller, and Seller shall confirm such forecast in writing within two (2) working days from the receipt of such forecast. In case Seller is unable

to satisfy any forecast, Seller shall state reasons and adjustment suggestions in writing and reply to Buyer. Seller shall prepare materials and production capacity according to the forecast. However, the

forecast (whether confirmed or not) does not constitute Buyer's order or purchase obligation.

5. Purchase Order Change

Both Parties agree that, Buyer may, from time to time before Seller's shipment of Products, cancels the shipment or changes: 1) the method of shipment or packing, 2) time and/or place of delivery, and/or 3)

the quantity of Products specified under this PO, DN or other delivery request.

6. Delivery and Package

Unless otherwise stipulated herein, Seller shall deliver Products in accordance with DDP (Incoterms 2000). Title to Products shall pass from Seller to Buyer upon Seller's delivery of the Products to Buyer.

Seller shall deliver Products in strict accordance with this PO, DN and other delivery request provided by Buyer. In case of any possibility that any shipment will be delayed, Seller shall immediately notify Buyer

of the reasons for and the effect of such delay. At Buyer's option, Seller shall, at its expenses, undertake steps to cure such delay, including but not limited to adopting expedite shipping method like by air to

deliver Products and providing necessary documents. If Seller fails to deliver Products in a timely manner, in addition to the remedies under applicable laws, Buyer is entitled to penalty at 0.5% of the total Price

of the delayed Products per day, starting from Delivery Date as specified in this PO and ending on the Delivery Completion Date ("Delivery Completion Date" herein means the date when Products are accepted

by Buyer). Buyer's acceptance of the delayed shipment shall not relieve Seller of its liabilities under this PO or applicable laws. Seller shall, at its expenses, label, package, handle, preserve and dispose of

Products in conformance with good commercial practice and Buyer's instructions, so as to make the Products and the transaction comply with laws and regulations and requirements of Buyer's customers, and

hold Buyer and its customers harmless from any loss or damage.

7. Inspection and Acceptance

Seller shall inspect Products before delivery according to the specifications, quality standards and other standards required by Buyer. Upon Buyer's request, Seller shall provide to Buyer the outgoing

inspection report and technical documents related to equipment, production process, quality control, reliability, safety and so on. Buyer may enter Seller's facility to inspect the production process and Products

from time to time, and Seller shall provide Buyer with all necessary assistance. Buyer or the party designated by Buyer may inspect Products before or after delivery in accordance with specification, quality

standards and other standards required by Buyer. However, whether Products are inspected or accepted by Buyer shall not relieve Seller of any of its warranties for Products. Seller shall bear any and all

expenses arising from the inspection herein.

8. Warranties

Seller warrants that: 1) all Products shall conform strictly to Buyer's specifications, drawings or other requirements specified in other documents; 2) all Products shall be free from any defect in design,

material and workmanship; 3) all Products shall be free of any lien, mortgage, pledge or encumbrance; 4) all Products shall not infringe any third party's intellectual property rights; 5) Seller shall provide repair

and maintenance services for five (5) years free of charge. The foregoing warranty period shall start from the date when Products are accepted by Buyer. In the event that the warranty period of any product

containing Product provided by Buyer to its customers is longer than five (5) years, Seller agrees to follow such longer warranty period; 6) Seller shall provide repair and maintenance services for additional two

(2) years after the warranty period provided under 5); 7) all Products shall fully comply with the social and environmental requirements of Buyer and its customers, and other related social and environmental

standards (including but not limited to RoHS, EICC, REACH, SA8000, ISO14001, OHSAS18001 and WEEE); 8) Seller shall not make any changes to the designs, materials, production process, quality control,

manufacturing site and other aspects of the Products without Buyer's prior written consent; 9) all Products shall not cause any property damage, personal injury or death to Buyer, its customers and any third

party; and 10) all Products shall comply with other agreements between both Parties. Warranties herein shall survive termination of this PO in whole or in part.

9. Product Defect

If any Product is not in conformance with the specification required by Buyer or the warranties under this PO, Buyer may at its sole discretion select one or more of the following: 1) return the nonconforming

Products at Seller's expenses (including but not limited to freight, customs and insurance premium) and risk, and have Seller replace or repair the nonconforming Products or provide similar Products within a

period designated by Buyer; 2) repair or have any third party repair the nonconforming Products and recover from Seller reasonable costs and expenses incidental or in associated with such repair; 3) reject all

Products covered by this PO or the nonconforming Products only, procure similar Products in substitution and charge Seller for additional costs (including but not limited to freight, customs and insurance

premium) arising from the procurement of such substitutes; 4) deduct the payment; 5) terminate this PO in whole or in part; 6) have Seller indemnify Buyer or Buyer's customer for all losses and damages

incurred; 7) have Seller compensate Buyer for the costs and expenses in connection with the inspection (including sorting) and recall of the Products; 8) have Seller provide defect analysis report and correction

plan for the nonconforming Products in writing. Buyer's selection of any remedies above shall not be deemed a waiver of any remedial right which Buyer is entitled to according to applicable laws.

10. Intellectual Property Right

Seller agrees to grant Buyer and its customer(s) a perpetual, irrevocable, non-transferable, and royalty-free license under all intellectual property rights included in the Products supplied to Buyer by Seller,

so that Buyer and its customer(s) have the right to make, use, sell, offer to sell or import similar products or other products which contain the aforesaid intellectual property rights worldwide.

11. End of Product Life and Supply of Spare Parts

Seller shall notify Buyer in writing at least twelve (12) months before the end of life of Products. Seller promises to supply spare parts for five (5) years after the end of life of Products. If Seller is unable to

meet the aforesaid requirement regarding spare parts supply, Seller shall provide replacement Products with the same function upon Buyer's consent.

12. Infringement Indemnification

Seller shall indemnify and hold Buyer and its customers harmless from all damages or costs associated with any claim by a third party due to the Products' infringement of such third party's intellectual

property rights. In case of the Products' actual or possible infringement of a third party's intellectual property rights, Seller shall immediately, at its expenses: 1) obtain such third party's license for the use of

such Products; or 2) modify Product design to make it non-infringing; or 3) provide other non-infringing Products acceptable to Buyer.

13. Liabilities for Breach

In case of Seller's breach, nonperformance or incomplete performance of any obligations under this PO (including but not limited to those related to delivery date, Product quantity, or warranties), Buyer is

entitled to terminate this PO in whole or in part without any liability. Seller shall compensate Buyer for any cost, expense, penalty, loss or damage incurred (including but not limited to the loss and damage

claimed by Buyer's customers, litigation costs, and attorneys' fees) arising therefrom. Buyer is entitled to take any its debt to Seller (including but not limited to the payment for Products) to offset the above

mentioned costs, expenses, penalties, losses and damages incurred by Buyer.

14. Assignment

Seller shall not assign any right or obligation under this PO to any third party without Buyer's prior written consent. Seller shall be held jointly and severally liable with the third party for the third party's breach

of any obligation hereunder even though the assignment was consented to by Buyer.

15. Waiver

Buyer's waiver of any its right and/or remedy provided under this PO shall only be done in writing. Buyer's waiver of any its right and/or remedy for Seller's noncompliance with any obligations herein shall

not constitute a waiver of its right and/or remedy in subsequent similar instances.

16. Governing Law and Jurisdiction

The formation, effectiveness, interpretation and performance of this PO shall be governed by the laws of the People's Republic of China. Any and all disputes arising out of this PO shall be amicably resolved

by both Parties. Both Parties agree to submit the disputes, which cannot be amicably settled, to China International Economic and Trade Arbitration Commission, South China Sub-Commission in accordance

with its then current arbitration rules. If the arbitration fails to proceed or there is any dispute about the validity of the arbitral awards due to jurisdiction, Statutes of Limitations or other reasons, both Parties

agree to submit the disputes to the court in Buyer's place of business as the first instance court. However, the formation, effectiveness, interpretation and performance of this PO shall be governed by the laws

of Republic of China, and any disputes arising out of this PO shall be submitted to Taipei District Court, Taiwan for the first resolution, if Seller's registered place of business is in Taiwan.