



CONDITIONS OF ORDER

1. In these conditions: The Order shall mean a Panama Ports Company, S.A. (from now on "PPC") purchase order under which goods are to be supplied or work done. The Buyer shall mean Panama Ports Company, S.A. The Supplier shall mean the person, firm, company or supplier defined on the face of the purchase order form. The Goods shall mean all goods whether raw materials or finished products covered by the Order.
2. (a) No Order is valid nor shall the Buyer be liable in respect of any purported Order unless it is issued or confirmed on the Buyers official printed order form. Notwithstanding any printed conditions of the Supplier, no amendments or variations to the terms of Order shall be valid unless agreed to in writing by the parties, such agreement being evidenced on an official Order form.
(b) The price quoted in the Order shall be firm through the duration of the order except where the Supplier and Buyer agree otherwise in writing and such agreement is in the subject of an amendment to the order.
3. The Order is liable to cancellation by the Buyer if not acknowledged by the Supplier within 14 days of the date of the Order.
4. All Goods supplied or work done in the execution of the Order shall conform as to quantity, quality and description with the particulars and/or specification contained in the Order and shall be of the best materials and workmanship of their respective kinds. If samples or patterns are provided by the Supplier and approved by the Buyer then the goods or work shall not be inferior in any respect to the approved samples and patterns.
5. (a) The Buyer shall have the right to inspect and to authorise its customers to inspect the Goods or work during manufacture, processing or testing, and the Supplier shall furnish all reasonable assistance necessary therefore.
(b) Both during such inspection and upon delivery the Buyer shall have the right to reject all Goods or work which do not conform to the requirement of 4 above.
6. The Goods shall be delivered not earlier than, nor later than ten (10) working days from the delivery dates specified in the Order and delivery shall not be deemed to be effected until the Goods have been received at the destination specified in the Order. Where no date is specified, delivery shall be within a reasonable time. Failure to deliver within such a time shall entitle the Buyer to cancel the contract.
7. Within 12 months after delivery (or agreed warranty period if greater) the Buyer shall be entitled to give written notice of any defect arising under proper use, and the Supplier shall, at the Buyer's option, repair or replace the Goods free of charge unless the Goods or service provider on the law specify a warranty period greater than one year. In the case the Goods cannot be repaired, nor replaced, the Supplier shall return the monies paid by the Buyer.
8. All Goods shall be properly packed and clearly labelled and shall be delivered carriage paid in accordance with delivery instructions unless otherwise arranged in writing. All documents and labels shall clearly show the PPC Order number.
9. The Supplier shall send to the Buyer at the address defined on the Purchase Order invoices fully priced and quoting the Order number and stating place of delivery on the same day the Goods are despatched or the work is completed.
10. Advice Notes quoting Order number are to be sent at the time the Goods are despatched, addressed to the Buyer at the place of destination of the goods.
11. The property and risk in the Goods shall remain with the Supplier until delivery to the point specified in the Order as evidenced by the signature of an authorized Buyers representative.
12. The Supplier can not sub-contract, assign or in any other form transfer the Order or any part thereof, without the written consent of the Buyer. It is understood that amounts outstanding for goods supplied or services rendered are an integral part of the Purchase Order, therefore the Supplier can not transfer the credit or enter into "factoring" contracts without the written consent of the Buyer.
13. The Supplier shall indemnify the Buyer against any claim for infringement of Letters of Patent, Registered Design, Trade Mark or Copyright by the use or sale of any article or materials supplied by the Supplier to the Buyer and against all cost and damages which the Buyer may incur in any action for such infringement or for which the Buyer may become liable in any such action.
14. The Supplier shall indemnify the Buyer against any loss of or damage to the property of the Buyer and against any claims for injury to, or death of any person, or for loss of or damages to the property of any other person by reason of any negligent act or omission of the Supplier or his employees, sub-contractors or agent arising out of the execution of the Order.
15. (a) Material, plant, tools, jigs or other equipment supplied by the Buyer solely for use in connection with Orders placed by the Buyer shall remain the property of the Buyer. Responsibility for their safe custody and maintenance in good condition, fair wear and tear excepted, shall rest with the Supplier.

- (b) Where the Order price includes the cost of making or purchasing jigs, tools, etc, these become the property of the Buyer and on completion of the Order or its earlier termination must be held in safe custody and maintained in good condition until such time as disposal instructions are received from the Buyer.
 - (c) Technical information, drawings, design and other data supplied by the Buyer are confidential and shall not, without the prior written consent of the Buyer, be disclosed to any third party and shall be used solely for the purpose of the Order.
16. The Supplier shall not disclose any interest of any kind arising as a result of the Order by way of advertisement, publicity or purposes or trade without the prior, written consent of the Buyer.
17. FORCE MAJEURE
- In the event that the performance of the Buyer obligations pursuant to Purchase Order is hindered or prevented by reason of circumstances beyond the reasonable control (including but not by way of limitation, industrial disputes) then the Buyer shall be under no liability whatsoever to the Supplier for any loss or damage howsoever resulting and the time for performance of such obligations by the Buyer shall be extended by a reasonable period.
18. The Buyer may consent or transfer, totally or partially, the rights acquired to the existent Order without the approval of the Supplier.
19. Any failure by The Buyer to notify or explicitly insist upon full and proper performance of the contract, shall not be construed as acceptance by The Buyer of Goods and services which are incomplete, sub-standard, delayed or do not meet the agreed specification. The Buyer has the right to demand and pursue from The Supplier (both judicially and extrajudicially) full and proper delivery of the goods and services contained in this contract and/or damages.
20. The Supplier resigns to his address jurisdiction, in case a controversy may arise concerning this Order.
21. The Order shall be interpreted according to Panama Law.

