

# 业绩合同证明文件

西门子能源变压器（武汉）有限公司

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## 1 供货业绩汇总表

| 序号 | 合同名称                                             | 项目描述               | 数量 | 合同签订日期     | 备注 |
|----|--------------------------------------------------|--------------------|----|------------|----|
| 1  | 广州增城 220kV 超视堺变电站工程                              | SZ-120MVA/220kV    | 3  | 2018-03-01 |    |
| 2  | Vietnam Trung Nam 204MW Solar Plant              | SZ-125MVA/225kV    | 2  | 2018-08-21 |    |
| 3  | ELECTROPERU GSU MANTARO Project                  | DF-40MVA/230kV     | 3  | 2018-05-27 |    |
| 4  | Canada NOVA Chemical Project                     | SFZ- 66.4MVA/230kV | 2  | 2018-07-16 |    |
| 5  | 武汉临空港经济开发区京东方 220kV 变电站                          | SZ-90MVA/220kV     | 3  | 2018-08-04 |    |
| 6  | 武汉临空港经济开发区京东方 220kV 变电站                          | SZ-63MVA/220kV     | 3  | 2018-08-04 |    |
| 7  | 武汉临空港经济开发区京东方 220kV 变电站                          | SZ-45MVA/220kV     | 2  | 2018-08-04 |    |
| 8  | 华虹半导体（无锡）项目 220kV 变电站                            | SZ-100MVA/220kV    | 2  | 2018-10-25 |    |
| 9  | Myanmar ZayKaBar Industrial Estate 230KV project | SSZ-125MVA/230kV   | 1  | 2018-09-17 |    |
| 10 | Hoa Hoi Solar Project                            | SZ-125MVA/220kV    | 2  | 2018-09-20 |    |

|    |                                              |                        |   |            |  |
|----|----------------------------------------------|------------------------|---|------------|--|
| 11 | 天津三星电机 220kV 变电站新建工程                         | SZ-31.5MVA/220kV       | 6 | 2019-03-22 |  |
| 12 | Quickstart Project                           | SZ-110MVA/220kV        | 1 | 2018-12-18 |  |
| 13 | Quickstart Project                           | SZ-110MVA/220kV        | 1 | 2018-12-18 |  |
| 14 | Quickstart Project                           | SZ-85MVA/220kV         | 2 | 2018-12-18 |  |
| 15 | Austrilia Roy Hill & Christmas Creek Project | SFZ-48MVA/220kV        | 1 | 2020-03-03 |  |
| 16 | Austrilia Roy Hill & Christmas Creek Project | SFZ-48MVA/220kV        | 1 | 2019-03-04 |  |
| 17 | Vietnam Hacom solar project                  | SFZ-63MVA/225kV        | 1 | 2019-02-15 |  |
| 18 | 中兴南京数据中心项目                                   | SZ-75MVA/220kV         | 3 | 2019-04-26 |  |
| 19 | 重型机械亚洲柬埔寨 200MW 急建重油天然气双燃料电厂项目               | S-75MVA/230kV          | 1 | 2019-09-26 |  |
| 20 | 重型机械亚洲柬埔寨 200MW 急建重油天然气双燃料电厂项目               | S-100MVA/230kV         | 2 | 2019-09-29 |  |
| 21 | Peru LUZ DEL SUR Project                     | S-80MVA/210kV          | 4 | 2019-10-15 |  |
| 22 | Peru LUZ DEL SUR Project                     | SZ-50MVA/220kV         | 2 | 2019-10-15 |  |
| 23 | NGCP MSS-Lot 1 Mexico Substation             | S/S-DFZ-33.33MVA/220KV | 3 | 2019-11-21 |  |

|    |                                          |                           |   |            |  |
|----|------------------------------------------|---------------------------|---|------------|--|
| 24 | NGCP MSS-Lot 2 Garaga Substation         | S/S-DFZ-33.33MVA/220KV    | 3 | 2019-11-21 |  |
| 25 | NGCP MSS-Lot 3 Isabel Substation         | S/S-DFZ-33.33MVA/220KV    | 3 | 2019-11-21 |  |
| 26 | NGCP MSS-Lot 4 General Santos Substation | S/S-DFZ-33.33MVA/220KV    | 3 | 2019-11-21 |  |
| 27 | 广东粤电湛江外罗二期海上风电场项目                        | SZ11-120MVA/220kV         | 2 | 2020-03-28 |  |
| 28 | 敦白客专外部供电工程沙河 220kV 变电站                   | SZ-120MVA/220kV           | 2 | 2020-05-01 |  |
| 29 | 中国航天商业发动机临港基地项目                          | SZ-80MVA/220kV            | 2 | 2019-08-13 |  |
| 30 | 江苏盐城大丰 5#海上风电项目                          | SZ-120MVA/220kV           | 2 | 2020-02-19 |  |
| 31 | NGCP 422 Tabango substation              | OSFSZ-50MVA/230kV         | 1 | 2020-02-21 |  |
| 32 | 浙江衢州 220kV 古田变#2 主变项目                    | OSSZ11-150MVA/220kV       | 1 | 2020-01-06 |  |
| 33 | NGCP-426 Substation                      | OSFSZ-100MVA/230kV        | 2 | 2020-09-18 |  |
| 34 | CMEC Ivory Coast Project                 | SFZ-24MVA/225/33(16.5) kV | 1 | 2020-06-12 |  |

|    |                                        |                   |   |            |  |
|----|----------------------------------------|-------------------|---|------------|--|
| 35 | Paraguay Parque Caballero Project      | DZ-80MVA/220/√3KV | 7 | 2020-06-05 |  |
| 36 | 上海奉贤 200MW 海上风电项目                      | SZ-120MVA/220kV   | 2 | 2020-10-12 |  |
| 37 | 福山循环经济产业园生活垃圾应急综合处理项目                  | SFZ-63MVA/220kV   | 3 | 2020-12-01 |  |
| 38 | 上海珑睿松江 220kV 变电站                       | SZ-100MVA/220kV   | 6 | 2020-12-01 |  |
| 39 | Australia Port Augusta Project         | SF-60MVA/275KV    | 1 | 2020-09-03 |  |
| 40 | 上海商汤科技 220kV 变电站                       | SZ-63MVA/220kV    | 2 | 2021-01-20 |  |
| 41 | EDC - Palinpinon Geothermal PP Project | S-90MVA/230KV     | 1 | 2020-10-27 |  |
| 42 | 南京 220 千伏研创园变合建站新建工程                   | SZ-120MVA/220kV   | 2 | 2020-12-15 |  |
| 43 | 巨正源年产 20 万吨丙烷脱氢高性能聚丙烯装置项目              | SZ-120MVA/220kV   | 2 | 2020-11-16 |  |
| 44 | DAK DOA Wind PP project                | SZ-125MVA/220kV   | 2 | 2020-11-15 |  |
| 45 | Vietnam Phuoc Huu Project              | SZ-50MVA/225kV    | 1 | 2020-11-23 |  |
| 46 | Vietnam V1-7 Project                   | SZ-63MVA/225kV    | 1 | 2020-11-24 |  |
| 47 | Vietnam Nhon Hoa Project               | SZ-63MVA/225kV    | 4 | 2021-01-13 |  |

|    |                                                          |                      |   |            |  |
|----|----------------------------------------------------------|----------------------|---|------------|--|
| 48 | Canada KA Factor 230kV Whitby Substation Upgrade project | SZ-60MVA/230kV       | 2 | 2021-01-28 |  |
| 49 | Peru LUZ DEL SUR La Molina substation                    | SZ-50MVA/220kV       | 1 | 2021-01-14 |  |
| 50 | NGCP 0479(I) Visayas Substation Project                  | OSFSZ-50MVA/230kV    | 1 | 2021-10-15 |  |
| 51 | 菲律宾 NGCP 0498(II) CULAMAN SUBSTATION                     | OSFSZ-50MVA/230kV    | 1 | 2021-10-15 |  |
| 52 | 菲律宾 NGCP 0493(I) Luzon 变电站                               | OSFSZ-100MVA/230kV   | 4 | 2021-10-15 |  |
| 53 | Vietnam Hoa Binh 5 Project                               | SZ-100MVA/225kV      | 1 | 2021-02-02 |  |
| 54 | Myanmar Minbu 220MW PV substation JQPD                   | SFZ-70MVA/230kV      | 1 | 2021-06-10 |  |
| 55 | Myanmar Minbu 220MW PV substation JQPD                   | SFZ-50MVA/230kV      | 2 | 2021-06-10 |  |
| 56 | Chile Portezuelo project                                 | D-50MVA/220kV        | 4 | 2021-08-27 |  |
| 57 | Egypt EETC mobile substation                             | S/S-SFFZ-60MVA/220kV | 2 | 2021-10-20 |  |
| 58 | Ampliación Sistema Eléctrico 220 kV – Collahuasi         | SZ-116MVA/220kV      | 2 | 2021-11-11 |  |

|    |                                                  |                    |   |            |  |
|----|--------------------------------------------------|--------------------|---|------------|--|
| 59 | Ampliación Sistema Eléctrico 220 kV – Collahuasi | SZ-40MVA/220kV     | 4 | 2021-11-11 |  |
| 60 | Ampliación Sistema Eléctrico 220 kV – Collahuasi | SZ-40MVA/220kV     | 4 | 2021-11-11 |  |
| 61 | 华星光电二期 220KV 变电站                                 | SZ13-100MVA/220kV  | 2 | 2022-01-10 |  |
| 62 | PODER SUBESTACIÓN CORDILLERA - Codelco           | SZ-70MVA/220kV     | 1 | 2021-11-11 |  |
| 63 | NGCP 546 Project                                 | OSFSZ-100MVA/230KV | 2 | 2022-12-29 |  |
| 64 | Malaysia Intel Pelican project                   | SFSZ-90MVA/275kV   | 2 | 2022-03-29 |  |
| 65 | 晶合项目 220kV/80MVA 三相双绕组电力变压器采购项目                  | SZ20-80MVA/220kV   | 4 | 2022-07-30 |  |
| 66 | Vietnam Da Mi HPP project                        | S-103MVA/230kV     | 2 | 2022-09-30 |  |
| 67 | Solar Philippines Project                        | SF-100MVA/230kV    | 1 | 2022-04-29 |  |
| 68 | 上海中芯南方 220 千伏变电站主变扩容项目                           | SZ20-100MVA/220kV  | 2 | 2022-08-30 |  |
| 69 | Spain Pinta y Guindalera Project                 | SFZ-125MVA/220kV   | 1 | 2022-10-28 |  |
| 70 | 京东方第 8.6 代新型显示面板生产线项目                            | SSZ18-120MVA/220kV | 4 | 2022-01-11 |  |

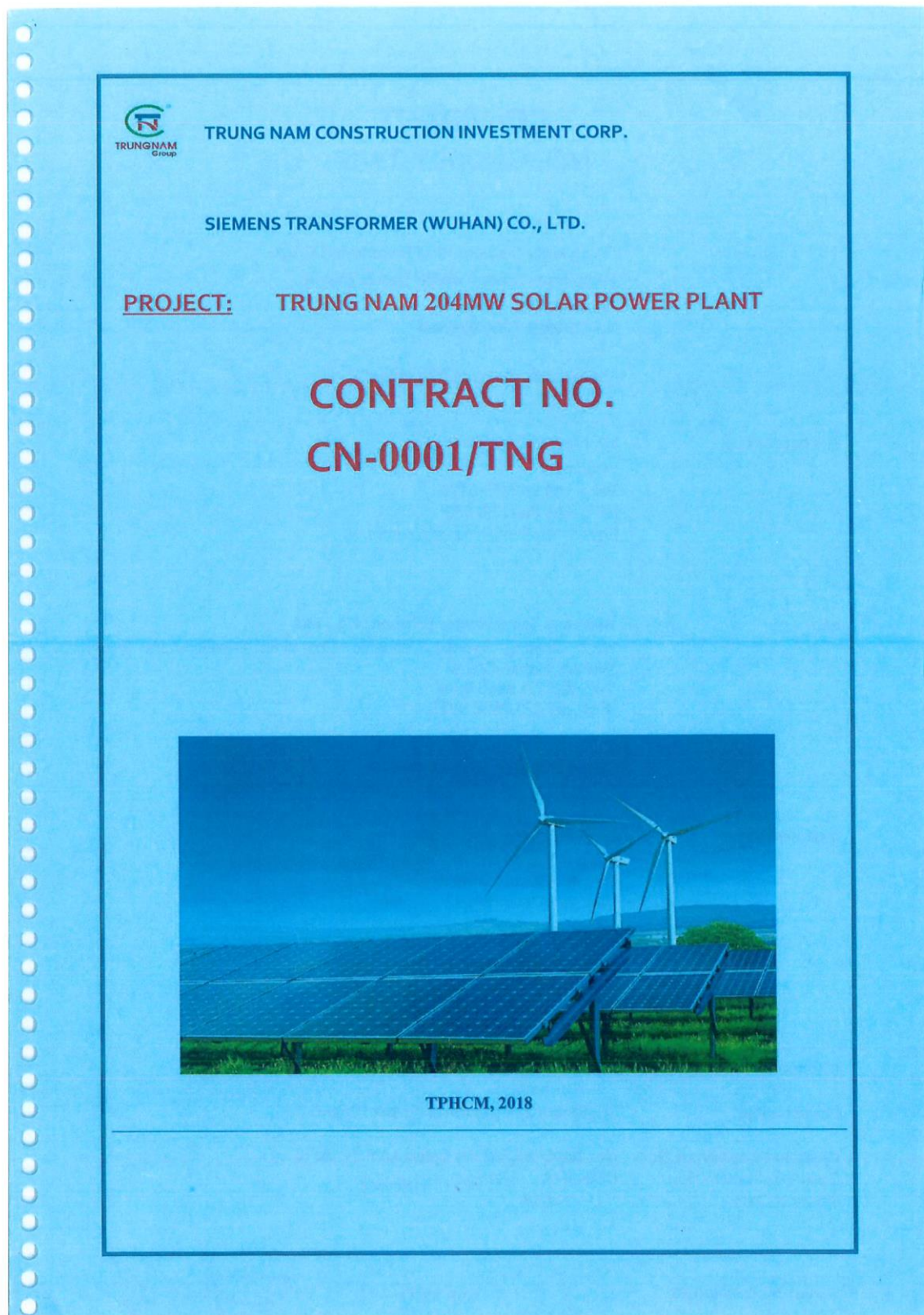
|    |                                         |                   |   |            |  |
|----|-----------------------------------------|-------------------|---|------------|--|
| 71 | 中国移动长三角（扬州）数据中心项目                       | SZ-120MVA/220     | 2 | 2022-12-29 |  |
| 72 | Mexico MSS Project                      | SZ-30MVA/230KV    | 1 | 2022-12-08 |  |
| 73 | FFI Gladstone project                   | SZ-60MVA/275KV    | 1 | 2022-12-19 |  |
| 74 | Malaysia LNG-GLORY Project              | SFZ-80MVA/275kV   | 2 | 2023-01-18 |  |
| 75 | Malaysia LNG-GLORY Project              | SFZ-80MVA/275kV   | 2 | 2023-01-18 |  |
| 76 | Malaysia LNG-GLORY Project              | SF-55MVA/275kV    | 2 | 2023-01-18 |  |
| 77 | ELECTRO DUNAS                           | DFSZ-40MVA/220kv  | 4 | 2023-02-15 |  |
| 78 | Peru LUZ DEL SUR San Luis               | DF-40MVA/220kv    | 3 | 2023-03-09 |  |
| 79 | Chile Seawater desalinization Plant     | SFZ-37.5MVA/220kV | 2 | 2023-03-28 |  |
| 80 | Romania SPP Studina Project             | SFZ-80MVA/220kV   | 2 | 2023-05-03 |  |
| 81 | KZ Colibri Qazaqstan Giperborea project | SFZ-80MVA/220kV   | 2 | 2023-05-17 |  |
| 82 | 上海嘉定光通信项目                               | SZ20-150MVA/220kV | 2 | 2023-06-01 |  |
| 83 | Guyana NGL and CCGT power plant Project | SFZ-66MVA/230kV   | 4 | 2023-06-09 |  |
| 84 | Guyana NGL and CCGT power plant Project | SFZ-54MVA/230kV   | 2 | 2023-06-09 |  |

|    |                                         |                  |   |            |  |
|----|-----------------------------------------|------------------|---|------------|--|
| 85 | Guyana NGL and CCGT power plant Project | SFZ-125MVA/230kV | 3 | 2023-06-09 |  |
| 86 | Guyana NGL and CCGT power plant Project | SFZ-35MVA/230kV  | 1 | 2023-06-09 |  |

注：应提供合同业绩证明文件复印件，原件备查。

## 2 业绩合同证明文件

### 2.1 Vietnam Trung Nam 204MW Solar Plant



## CONTRACT NO. CN0001-TNG

between **Trung Nam Construction Investment Corp.**  
Trung Nam Tower – 7A/80 Thanh Thai Str.  
Ward 14, Dist. 10,  
Ho Chi Minh City, Vietnam

- herein referred to as "Customer" -

represented by: Mr. Nguyen Tam Thinh  
Chairman  
Tel: +84 28 62645178  
H/P: +84 984 555 555  
E-Mail: tamthinh@trungnam.com.vn

and **Siemens Transformer (Wuhan) Co., Ltd.**  
No.1 Jinyang Avenue, Yangluo Economic Development Zone,  
Wuhan, Hubei, China  
Tel: (86-27) 8966 9847  
Fax: (86-27) 8966 9927

- herein referred to as "Seller" -

represented by: Mr. Oliver Bitter (technical)  
Head of Export Sales Medium Power Transformers China  
Mobile: +86 181 01883859  
Mail: oliver.bitter@siemens.com

Mr. Jing Chen (commercial)  
Business Administration Transformers Wuhan  
Mobile: +86 156 23300088  
Mail: chen.cj.jing@siemens.com

(Customer and Seller together also referred to as the "Parties")

Project name: Trungnam 204 MW Solar Power Project

Customer's reference No.: No. 261/018/CV/TNG dated April 21, 2018

Seller's reference No.: D084AAA 101333 ~ 101334

Contract Date : , 2018

Contract No. CN0001-TNG

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**Preamble**

Whereas, the Customer intends to purchase products specified in **Annex 1**

Whereas, the Seller is willing to provide products specified in **Annex 1** to the Customer as set forth below;

Now, therefore, in consideration of the above premises and the mutual obligations undertaken, both Parties hereto agree as follows:

**1. SCOPE OF SUPPLY**

- 1.1. The Seller shall supply to the Customer at **CIF Cam Ranh** port according to Incoterms 2010, the equipment with the scope of supply and technical specification described in the Annex 1 – Price Schedule.
- 1.2. The Goods to be supplied under this Contract shall be brand new and manufactured in **China**, have quality in accordance with Certificate of Quality given by the manufacturer.

**2. PRICE**

- 2.1. **The contract value is** for 2 x 125MVA / 220kV transformer incl. type test as per IEC for one unit. Details described in Annex1.

The price mentioned is based on **CIF Cam Ranh port** according to Incoterms®2010 suitable for marine transport. Transfer of risk for the goods supplied shall be in accordance with Incoterms®2010.

- 2.2. The country of origin is **China**

**3. TERMS OF PAYMENT**

- |     |                                                                    |
|-----|--------------------------------------------------------------------|
| 10% | upon Contract acknowledgement                                      |
| 10% | upon drawing approval                                              |
| 80% | upon delivery of individual components according to price schedule |

The payment upon the 2 first milestones (20%) is through TT (telegraphic transfer) payable in 10 working days from invoice and the balance milestones through an irrevocable Letter of Credit LC by a reputable international or national bank in Vietnam acceptable to supplier, payable 75 days from the invoice. The LC shall be provided with 30 days after Contract placement from Siemens accepted banks. L/C to be valid 60 days after the payment due date.

**Details of Sellers Bank :**

Deutsche Bank (China) Co., Ltd., Beijing Branch  
Address of bank: 27F, Tower 1, China Central Place, No. 81 Jianguo Avenue, 100025  
Chaoyang District, Beijing, China  
SWIFT CODE: DEUTCNSHBJG  
Account No.: 4020004128  
Tax Code: 91420100669504059Y  
Ultimate Beneficiary: Siemens Transformer (Wuhan) Co., Ltd.  
Address of bank: 27F, Tower 1, China Central Place, No. 81 Jianguo Avenue, 100025  
Chaoyang District, Beijing, China  
In remittance instruction, the customer shall state SFSL's full name in the narrative field as "Siemens Financial Services Limited".



Bonds issued by a reputable international or national bank in Vietnam acceptable to Customer

i. Advance Payment Bond

For the advance payment, Supplier shall furnish an advance payment bond, The bond shall be equal to the amount of the related invoice. Each advance payment bond shall be valid until delivery.

ii. Performance bond

Upon the reception of the L/C, Supplier shall furnish a performance bond. The bond shall be in an amount equal to five percent (5%) of the Order or Agreement price and shall be valid until delivery.

iii. Warranty Bond

Upon delivery of the Order, Supplier shall furnish a warranty bond. The bond shall be for an amount equal to five percent (5%) of the Order or Agreement Price and shall be valid until end of warranty period

For the Customer



Trung Nam Construction Investment Corp.

Mr. Nguyễn Tam Thịnh  
Chairman

For the Seller

Siemens Transformer (Wuhan) Co., Ltd.



Zhongxin Yao Hong

## ANNEX 1 – PRICE SCHEDULE

| No | Item Description                                                                                                                                                                                                                       | Unit | Qty | Unit Price (CIF/USD) | Total Price (CIF/USD) |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|----------------------|-----------------------|
| 1  | <b>Item 1_Transformer:</b><br>105/125MVA Three phase, ONAN/ONAF<br>HV: 220KV±9x1.78%, Wye, Huaming OLTC;<br>LV1: 33KV, Delta;<br>Include insulation oil.<br>Delivery terms: CIF Cam Ranh Port depends on booking the vessel of Seller. | set  | 2   |                      |                       |
| 2  | <b>Item 2_Type Test</b><br>Price adder for type test as per IEC 60076.<br>Perform only on one unit.                                                                                                                                    | set  | 1   |                      |                       |
|    | <b>Total Price (CIF/USD)</b>                                                                                                                                                                                                           |      |     |                      |                       |


 Contract No. CN0001-TNG

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## 2.2 Myanmar ZayKaBar Industrial Estate 230KV project

**SIEMENS**

**Contract for Supplies of  
1 unit of 125 MVA/ 230 kV Power Transformer  
For 3054: ZAY KABAR INDUSTRIAL ESTATE 230kV Project**

Between

RJE MYANMAR PTE LTD  
- hereinafter referred to as "Buyer".

Address: 3 RAFFLES PLACE  
#06-01 BHARAT BUILDING  
SINGAPORE (048617)  
Contact person: PAUL MOYNIHAN  
Phone No: +959264810488  
Bank Account Name: RJE Myanmar Pte. Ltd  
Bank: OCBC  
Bank Account Number: 503391500301-USD  
Tax Code:

And

Siemens Transformer (Wuhan) Co., Ltd  
- hereinafter referred to as "Supplier"



- Supplier and Buyer hereinafter referred to individually as a "Party" and collectively as the "Parties".

Add: No.1 Jinyang Avenue, Yangluo Economic Development Zone, Wuhan,  
Hubei, China  
Contact person: Ms. Zheng Xia  
Phone No: (86-27) 8966 9847  
Position: Commercial BA  
Fax: (86-27) 8966 9927

Bank: Deutsche Bank (China) Co., Ltd., Beijing Branch  
Address of bank: 27F, Tower 1, China Central Place, No. 81 Jianguo Avenue, 100025  
Chaoyang District, Beijing, China  
SWIFT CODE: DEUTCNHBJG  
Account No.: 4020004128  
Tax Code: 91420100669504059Y  
Ultimate Beneficiary: Siemens Transformer (Wuhan) Co., Ltd.  
Address of bank: 27F, Tower 1, China Central Place, No. 81 Jianguo Avenue, 100025  
Chaoyang District, Beijing, China  
In remittance instruction, the customer shall state SFSL's full name in the narrative field as "Siemens Financial Services Limited".  
"Siemens Transformer (Wuhan) Co., Ltd. may, based on the receivable nature and upon its discretion, receive the compensation under this Agreement through Siemens Financial Services Ltd. Bank account on behalf of Siemens Transformer (Wuhan) Co., Ltd. with Siemens Transformer (Wuhan) Co., Ltd. remaining as the ultimate beneficiary.  
The Prices of the Works do not include any taxes or duties levied by any governmental authority.

Contract No.: 101365

Date: 2018-9-26

### 1. Scope of Works

Unrestricted



Mt.

*[Signature]*

*[Signature]*

## SIEMENS

Supplier shall deliver the goods as defined in Annex 1 "Commercial Offer for Power TR-Zaykabar Proj R6" and Annex 2 Guaranteed Technical Particulars (GTP)  
The Buyer shall pay the Contract Price and fulfill the obligations laid down in this Contract (hereinafter referred to as "Contract").

### 2. Contract Price and Payment Terms

| Type                                | Unit | Unit Price<br>(CIF Yangon) | Contract Price<br>(CIF Yangon) | Delivery Time                                                                                                |
|-------------------------------------|------|----------------------------|--------------------------------|--------------------------------------------------------------------------------------------------------------|
| 125MVA / 230KV<br>Power Transformer |      |                            |                                | 6 months from<br>signed commercial<br>contract, drawing<br>confirmation, and<br>advance payment<br>received. |
| Total Amount                        |      |                            |                                |                                                                                                              |

1) Thirty (30) percent of the Contract price will be paid as down payment by TT within 50 working days after contract signing. Seventy (70) percent of the Contract price will be paid by TT within 45 days after factory test pass and the payment shall be paid before goods is ready for shipment.

2) Within 20 days after shipment, Supplier shall provide an irrevocable Quality Guarantee equal to 5% of contract value in favor of the Purchaser until 10 calendar days after the end of warranty period. The Buyer shall promptly notify Supplier in writing about significant quality defects, and the seller shall make remedy towards such quality defects within 7 working days.

3) Without prejudice to the Supplier's other rights, the Supplier shall have the right to terminate the Contract if any payment under the Contract is delayed for over 90 days. Supplier must give notice in writing of their intention to cancel contract 10 days prior to 90-day limit.

The Prices of the Works do not include any taxes or duties levied by any governmental authority.

If the Time of Delivery shall be extended due to the buyer, and Seller is not responsible for such delay in delivery or completion, and Seller shall be reimbursed by Buyer for the additional costs and expenses arising there-from, including but not limited to fee for storage and freight. The storage charge at factory is 500USD per week. Detention fee shall also be borne by the buyer.

The contract includes 10 days supervision free-of-cost with Siemens authorized personnel, and the contract price does not include any taxes levied by Myanmar local government on the Seller, such taxes, if any, should be borne and paid by the Buyer. If the buyer doesn't take Siemens supervision, the contract price shall not be deducted due to free-of-cost supervision. According to Myanmar law, the buyer shall assign a local supervisor with Engineering License to accompany with Siemens engineer for onsite supervision service, and a separate supervision agreement shall be concluded between Siemens Thailand Branch office in Myanmar and the buyer.

### 3. Delivery

3.1. Supplier shall deliver the products in accordance with the Time of Delivery as set forth in this contract. Shipping instruction shall be provided to Buyer 7 days prior to the shipment.

3.2. Notwithstanding the aforesaid, delivery of Works by Supplier is subject to the Buyer's fulfillment of its obligations under the Contract in a timely manner, including but not limited to i) making down payment (if any); and ii) obtaining all necessary licenses and approvals or providing necessary information. If the foresaid conditions are not satisfied or the Buyer is in breach of Contract in any

Unrestricted

MD.  
Pulle

20x

## SIEMENS

The language to be used in arbitration proceedings shall be English. The seat of arbitration shall be Zurich, Switzerland or Singapore. The procedural law of this place shall apply where the Rules are silent.

### 24. Entire Agreement

This Contract together with its Annex is the Parties' entire agreement relating to the subject matter herein. It supersedes all prior or contemporaneous oral or written communications, proposals and representations.

The Contract is constituted by the following documents which, in the event of ambiguity or inconsistency shall have the following order of precedence:

- These Contract Terms
- Annex 1: Commercial Offer for Power TR – Zay Kabar Proj R6
- Annex 2: Guaranteed Technical Particulars (GTP)

### 25. Severability

Any provision of the Contract that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event that any such provision of this Contract is so held invalid, the Parties shall promptly renegotiate in good faith new provisions to restore this Contract as nearly as possible to its original intent and effect. To the extent permitted by applicable law, the Parties hereto hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

IN WITNESS THEREOF, the Parties have caused this Contract to be executed in two originals by their duly authorized representatives on the date set forth on the first page hereof, with each Party retaining one fully executed original.

Supplier

  
(authorized signature)  
(authorized signature)

Date:

Buyer

  
(Michael Phin, Director)

  
(Paul Moynihan, General Manager)

Date: 26/9/18



Unrestricted



## 2. 3 Hoa Hoi Solar Project

**SIEMENS**

DA r16a 862

**CONTRACT FOR SUPPLIER OF  
2 UNIT OF 225KV POWER TRANSFORMER  
FOR VIETNAM HOA HOI SOLAR PROJECT**

**A CHAU INDUSTRIAL TECHNOLOGY JOINT STOCK COMPANY**  
- hereinafter referred to as "Buyer" -

Add: No 139 Nguyen Thai Hoc Street, Dien Bien ward, Ba Dinh district, Hanoi,  
Vietnam  
Representative: Mr. Pham Dinh Thang Position: General Director  
Phone No: (84-4) 3665 8812 Fax: (84-4) 3664 9647  
Bank Account: 114.0000.97.451  
Bank: Viet Nam joint stock commercial bank for industry and trade  
Tax Code: 0102073536

And

**SIEMENS TRANSFORMER (WUHAN) CO., LTD**  
- hereinafter referred to as "Supplier" -

Add: No.1 Jinyang Avenue, Yangluo Economic Development Zone, Wuhan, Hubei,  
China  
Representative : Ms. Zheng Xia Position : Commercial  
Responsible  
Phone No: (86-27) 8966 9847 Fax: (86-27) 8966 9927

Bank: Deutsche Bank (China) Co., Ltd., Beijing Branch  
Address of bank: 27F, Tower 1, China Central Place, No. 81 Jianguo Avenue, 100025  
Chaoyang District, Beijing, China  
SWIFT CODE: DEUTCNHBJG  
Account No.: 4020004128  
Tax Code: 91420100669504059Y  
Ultimate Beneficiary: Siemens Transformer (Wuhan) Co., Ltd.  
Address of bank: 27F, Tower 1, China Central Place, No. 81 Jianguo Avenue, 100025  
Chaoyang District, Beijing, China  
In remittance instruction, the customer shall state SFSL's full name in the narrative field as  
"Siemens Financial Services Limited".  
"Siemens Transformer (Wuhan) Co., Ltd. may, based on the receivable nature and upon its  
discretion, receive the compensation under this Agreement through Siemens Financial Services  
Ltd. Bank account on behalf of Siemens Transformer (Wuhan) Co., Ltd. with Siemens  
Transformer (Wuhan) Co., Ltd. remaining as the ultimate beneficiary.  
The Prices of the Works do not include any taxes or duties levied by any governmental authority.

Supplier and Buyer hereinafter referred to individually as a "Party" and collectively as the  
"Parties" -

Contract No.: **D084AAA** / 101366

Date: 20<sup>th</sup> **SEPTEMBER 2018**

Supplier's Ref No.:

Buyer's Ref No.:

## SIEMENS

### 1. Scope of Works

Supplier shall deliver the goods *Transformer Technical Specification as in the annex attached.*

The Buyer shall pay the Contract Price and fulfill the obligations laid down in this Contract (hereinafter referred to as "Contract").

### 2. Contract Price and Payment Terms and Delivery time

| Type                                                | Unit | Unit Price<br>(CIF Ho Chi Minh) | Contract Price<br>(CIF Ho Chi Minh) | Delivery Time                  |
|-----------------------------------------------------|------|---------------------------------|-------------------------------------|--------------------------------|
| 125MVA /225kV<br>Power Transformer<br>(without oil) | 2    |                                 |                                     | 5 months after down<br>payment |
| Total Amount                                        |      |                                 |                                     |                                |
| Total amount in words:                              |      |                                 |                                     |                                |

- 1) Twenty percent (20%) of the contract price shall be paid as down payment by TT within 10 calender days after contract signing.
- 2) Eighty percent (80%) of the contract price shall be paid by by an irrevocable L/C within 45 days upon the date of B/L by an international reputable bank or national bank.
- 3) Payments not received when due shall bear interest at the rate of 0.7‰ per day for late payment amount.

The following documents shall be submitted to the issuing bank within 10 working days after delivery:

- 02 Originals of commercial invoice showing total contract price
- 02 Originals of packing list
- 2/3 set of Clean Shipped on Board Bill of Lading marked "Freight Prepaid" issued by Transportation Company. The L/C issuing bank accepts 2/3 set of mentioned Board Bill of Lading to issue the L/C. The consignee (Receiver) of Board Bill of lading shall be specified as: TO ORDER OF ISSUING BANK.
- 02 Originals of Factory Test Report
- 02 Originals of Quality Certificate issued by Seller
- 02 Originals of Warranty Certificate issued by Seller
- 01 Copy certificate of origin form E issued by Chinese Entry- Exit Inspection and Quarantine Bureau.
- Full set of Insurance policy for the 110% of the Contract Price

One set of shipping document will be sent to the Buyer's address: 4<sup>th</sup> floor, A Chau Building, No.25 Tan Mai Street, Hoang Mai District, Ha Noi with the following details:

- 01 Originals of commercial invoice showing total contract price
- 01 Originals of packing list
- 01 set of Clean Shipped on Board Bill of Lading marked "Freight Prepaid" issued by Transportation Company. This 01 set of Board Bill of lading is only for local custom clearance purpose by the buyer. The consignee (Receiver) of Board Bill of lading shall be specified as: TO ORDER OF ISSUING BANK.
- 01 original certificate of origin form E issued by Chinese Entry- Exit Inspection and Quarantine Bureau.

The Seller and the Buyer shall each be responsible for all banking charges imposed by the bank or financial institution for their respective countries.

**Bank Information of Supplier:**

## SIEMENS

- These Contract Terms
- The Annexes including the list of components and Technical Specification
- International T&Cs\_EM\_Product
- 180412\_Sensformer\_HardwareTerms

### 24. Severability

Any provision of the Contract that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event that any such provision of this Contract is so held invalid, the Parties shall promptly renegotiate in good faith new provisions to restore this Contract as nearly as possible to its original intent and effect. To the extent permitted by applicable law, the Parties hereto hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

### 25. Notices

All notices in connection with this Contract shall be in writing and shall be effective upon dispatch if sent by fax, seven (7) days after the date of mailing if sent by registered mail and three (3) days after the date of mailing if sent by courier services. In all cases, notices shall be delivered to the other Party at the address set forth on the first page of the Contract or such other address as such Party may have provided by written notice.

### 26. Set off

Solely with respect to this Contract, Buyer may set off only those claims that are undisputed or have been finally determined in a legally binding manner

### 27. Survival

The terms of the Contract that by their nature are reasonably intended by the Parties to survive its expiration or earlier termination, including, but not limited to Clauses 9, 11, 13, 14, 21, 22, 24 and this Clause 27 of the Terms, shall survive the expiration or termination of the Contract.

IN WITNESS THEREOF, the Parties have caused this Contract to be executed in two originals by their duly authorized representatives on the date set forth on the first page hereof, with each Party retaining one fully executed original.

Supplier



*Zhang Kai*  
(authorized signature)

Date:



(authorized signature)

Date:

2. 4 Vietnam Hacom solar project

**SIEMENS**

**Contract for Supplies of  
1 unit of 50/63MVA/225kV Power Transformer  
For Vietnam Hacom Solar project**

Between

**EDH TECHNOLOGY DEVELOPMENT  
JOINT STOCK COMPANY**  
- hereinafter referred to as "Buyer"-

Address: Lot 2, CN3, Ngoc Hoi industrial area, Ngoc Hoi commune, Thanh Tri district, Hanoi city, Vietnam  
Represented by: **Mrs Do Thi Thanh** Title: **President**  
Phone No: +84 2437830057  
Tax Code: 0100285020

And

**Siemens Transformer (Wuhan) Co., Ltd**  
- hereinafter referred to as "Supplier" -

- Supplier and Buyer hereinafter referred to individually as a "Party" and collectively as the "Parties"-

Add: **No.1 Jinyang Avenue, Yangluo Economic Development Zone, Wuhan, Hubei, China**  
Contact person: **Ms. Zheng Xia** Position: **Commercial BA**  
Phone No: **(86-27) 8966 9847** Fax: **(86-27) 8966 9927**

Bank: **Deutsche Bank (China) Co., Ltd., Beijing Branch**  
Address of bank: **27F, Tower 1, China Central Place, No. 81 Jianguo Avenue, 100025 Chaoyang District, Beijing, China**  
SWIFT CODE: **DEUTCN3333**  
Account No.: **4020004128**  
Tax Code: **91420100669504059Y**

Ultimate Beneficiary: **Siemens Transformer (Wuhan) Co., Ltd.**  
Address of bank: **27F, Tower 1, China Central Place, No. 81 Jianguo Avenue, 100025 Chaoyang District, Beijing, China**

In remittance instruction, the customer shall state SFSL's full name in the narrative field as "Siemens Financial Services Limited".

"Siemens Transformer (Wuhan) Co., Ltd. may, based on the receivable nature and upon its discretion, receive the compensation under this Agreement through Siemens Financial Services Ltd. Bank account on behalf of Siemens Transformer (Wuhan) Co., Ltd. with Siemens Transformer (Wuhan) Co., Ltd. remaining as the ultimate beneficiary.

The Prices of the Works do not include any taxes or duties levied by any governmental authority.

Unrestricted

*Collo*

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# SIEMENS

Contract No.: EDH-SIEMENS.TR/2019-01

Date: 15/02/2019

## 1. Scope of Works

Supplier shall deliver the goods as defined in Appendix 2A: Country of Original of Material, Appendix 02B: Technical data and Appendix 03: Technical specification.  
The Buyer shall pay the Contract Price and fulfill the obligations laid down in this Contract (hereinafter referred to as "Contract").

## 2. Contract Price and Payment Terms

| Type                                                                                                                                                                                                                                                                                                                                             | Unit | Unit Price<br>(CIF Ho Chi Minh) | Contract Price<br>(CIF Ho Chi Minh) | Delivery Time                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|---------------------------------|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|
| 50/63MVA,<br>ONAN/ONAF,<br>225kV/23kV,<br>YNd11, $\pm 8 \times 1.25\%$<br>oil immersed<br>transformer<br>including complete<br>accessories<br><br>1. Excluding<br>Transformer oil,<br>AVR and RTCC.<br>2. Include onetime<br>onsite supervision.<br>Onetime onsite<br>supervision includes<br>7 workdays + one<br>round trip + hotel +<br>meals. | 1    |                                 |                                     | After technical<br>datasheet and<br>commercial<br>contract signed,<br>down payment<br>received, 127 days<br>CIF Ho Chi Minh<br>after drawing<br>approval. |

Remark:

- 2.1.1 set of spare part (1pc Trench HV bushing, 1 pc 22kV Zhida bushing, 1 WTI, 1 OTI and 1 set of silicagel) are included in above price, to be delivered together with transformer);  
2.2. site supervision in one trip with hotel and meals are already included in above contract price.

- 1) Thirty (10) percent of the Contract price will be paid as down payment by TT within 7 calendar days after contract signing by both parties. No design will be started and No design will be submitted by STWH before the down payment paid.  
2) Seventy (90) percent of the Contract price will be paid by irrevocable 40 days deferred LC upon CIF delivery by a reputable international or national bank in Vietnam with Siemens standard LC template, draft LC shall be reviewed by STWH 2 months before official issuing. L/C to be valid 60 days after the payment due date.

L/C documents shall be submitted to the issuing bank within 21 days after delivery:

- 02 Originals of commercial invoice showing total contract price
- 02 Originals of packing list
- 3/3 Original bill of lading
- 02 Originals of Factory Test Report
- 02 Originals of Quality Certificate issued by Seller
- 02 Originals of Warranty Certificate issued by Seller

Unrestricted

SIEMENS

|   |                               |                                         |
|---|-------------------------------|-----------------------------------------|
| 5 | Material inspection           | 20 days from the drawing approval       |
| 6 | FAT witness                   | 100 days from the drawing approval date |
| 7 | EXW                           | 110 days from the drawing approval date |
| 8 | CIF Ho Chi Minh delivery date | 127 days from the drawing approval date |

IN WITNESS THEREOF, the Parties have caused this Contract to be executed in two originals by their duly authorized representatives on the date set forth on the first page hereof, with each Party retaining one fully executed original.

Supplier



(authorized signature)

(authorized signature)

Date:

Buyer



(authorized signature)

CHỦ TỊCH HĐQT

(authorized signature)

Date:

Unrestricted

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2. 5 NGCP 422 Tabango substation

ORDERED BY:  
**POWER DIMENSION LIMITED**  
G/F, Wings Buildings  
110-116 Queen's Road, Central  
Central Hongkong

**PURCHASE  
ORDER**

Purchase Order No.: 2020-0028  
Date Issued: 2/18/20

**To:**

Siemens Energy Transformer (Wuhan) Co., Ltd.  
No.1, Jinyang Avenue, Yangluo Economic  
Development Zone, 430415, Wuhan City,  
Hubei Province, P.R. China

**Ship To:**

POWER DIMENSION LIMITED  
G/F, Wings Buildings  
110-116 Queen's Road, Central  
Central Hongkong

| Good Thru    |      | Account No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Terms     |                  |
|--------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------|
| Quantity     | Item | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Unit Cost | Amount           |
| 1.00         |      | NGCP VISAYAS SS UP (Tabango)<br>Power Transformer 30/40/50MVA,<br>ONAN/ONAF/ONAF, 230/69/13.8kV,<br>YNA0d11, ±10x 1%, Petro 45x plus oil; Zhida<br>bushings, Huaming OLTC; Including AVR and<br>RTCC (set)<br>(Supervision service of installation and<br>commission are not included                                                                                                                                                                                                                                                                                                                                                                                                                                          |           |                  |
| 1.00         |      | Power Transformer Spare Parts stated in TDS<br>a. Bushings for the high voltage terminals<br>complete w/ gaskets and oil, if oil-filled:<br>"H" terminals - 1 unit<br>"X" terminals - 1 unit<br>"Y" terminals - 1 unit<br>b. Set(s) of Bushing current transformer of each<br>type and voltage rating used - 1 each<br>c. Set(s) of gauges and thermometers of each<br>type used including accessories and sensors - 1<br>each<br>d. Fan motor - 2 sets<br>e. Pump motor - 2 sets<br>f. Set of gasket for each type of materials<br>manholes and handholes- 1 each<br>g. Control switch breaker and miniature circuit<br>breaker of each type used - 2 sets<br>h. Buchholz relay - 1 each<br>i. Sudden pressure relay - 1 each |           |                  |
| <b>TOTAL</b> |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |           | <b>Continued</b> |

Approved by:

CLYDE S. NEBRES

Authorized Signature



2023.01.09

ORDERED BY:  
**POWER DIMENSION LIMITED**  
G/F, Wings Buildings  
110-116 Queen's Road, Central  
Central Hongkong

# PURCHASE ORDER

Purchase Order No.: 2020-0028  
C Issued: 2/18/20

**To:**  
Siemens Energy Transformer (Wuhan) Co., Ltd.  
No.1, Jinyang Avenue, Yangluo Economic  
Development Zone, 430415, Wuhan City,  
Hubei Province, P.R. China

**Ship To:**  
POWER DIMENSION LIMITED  
G/F, Wings Buildings  
110-116 Queen's Road, Central  
Central Hongkong

| Good Thru    |      | Account No.                                                                                                                                                    | Terms            |        |
|--------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------|
| Quantity     | Item | Description                                                                                                                                                    | Unit Cost        | Amount |
|              |      | j. Temperature relay of each type used - 1 each                                                                                                                |                  |        |
|              |      | k. Pressure relief device of each type used - 1 each                                                                                                           |                  |        |
|              |      | l. Insulating oil in sealed non-returnable drums (this is in addition to the 5% excess mentioned in paragraph 3.2.2.12.6 of the technical specification)- 500L |                  |        |
|              |      | m. 200% of actual use annunciator window with lamps - 1 lot                                                                                                    |                  |        |
|              |      | n. 200% of actual use of filter materials for OLTC- 1 lot                                                                                                      |                  |        |
|              |      | o. Paper filter insert for the Oil Filter Unit - 12 sets                                                                                                       |                  |        |
|              |      | p. Temperature Switch for the Oil Filter Unit- 1 each                                                                                                          |                  |        |
|              |      | q. 13.8kV Surge Arrester - 1 each                                                                                                                              |                  |        |
|              |      | r. OLTC assembly for each type used - 1 each                                                                                                                   |                  |        |
|              |      | s. Stationary Contacts for One(1) phase of OLTC- 1 set                                                                                                         |                  |        |
|              |      | t. Moving Arding Contacts for one (1) phase of OLTC - 1 set                                                                                                    |                  |        |
|              |      | u. Kits for repairing seal between motor drive and tap-changer compartment - 1 set                                                                             |                  |        |
|              |      | v. OLTC Counter- 1 set                                                                                                                                         |                  |        |
|              |      | w. Assemblies of Silica Gel/Breathe Container -1 each                                                                                                          |                  |        |
|              |      | x. Conservator diaphragm/ oil bag- 1 each                                                                                                                      |                  |        |
| <b>TOTAL</b> |      |                                                                                                                                                                | <b>Continued</b> |        |

Approved by:

**CLYDE S. NEBRES**  
Authorized Signature

*Shon Shun*

ORDERED BY:  
**POWER DIMENSION LIMITED**  
G/F, Wings Buildings  
110-116 Queen's Road, Central  
Central Hongkong

# PURCHASE ORDER

Purchase Order No.: 2020-0028  
Date Issued: 2/18/20

**To:**

Siemens Energy Transformer (Wuhan) Co., Ltd.  
No.1, Jinyang Avenue, Yangluo Economic  
Development Zone, 430415, Wuhan City,  
Hubei Province, P.R. China

**Ship To:**

POWER DIMENSION LIMITED  
G/F, Wings Buildings  
110-116 Queen's Road, Central  
Central Hongkong

| Good Thru |      | Account No.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Terms        |                      |
|-----------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------------------|
| Quantity  | Item | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Unit Cost    | Amount               |
|           |      | Payment Terms :<br>20% of the Contract price will be paid as down<br>payment by TT<br>within 10 calendar days after contract signing by<br>both parties<br>60% of the Contract price will be paid by TT<br>within 10 calendar<br>days after factory tests pass and Goods is ready<br>for shipment<br>20% of the Contract price will be paid by TT<br>within 10 calendar days after receiving of original<br>shipping documents<br>Shipping documents refer to:<br>-Bill of Lading<br>-Form E<br>-Packing List<br>-Commercial Invoice |              |                      |
|           |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>TOTAL</b> | <b>\$ 945,700.00</b> |

Approved by:

**CLYDE S. DEBRES**

Authorized Signature

*Zhen Shun*

## 2. 6 DAK DOA Wind PP project

**CONTRACT FOR SUPPLIER OF  
POWER TRANSFORMER  
FOR IA PET-DAK DOA Wind PP PROJECT**

Between

**POWER CONSTRUCTION JOINT STOCK COMPANY NO.1**  
Address: 18 Ly Van Phuc, Cat Linh ward, Dong Da district, Hanoi, Vietnam  
Tel: (+84) 24 3845 6329 Fax: (+84) 24 3823 1997  
Tax Code: 0100100745  
- hereinafter referred to as "Buyer"-

And

**SIEMENS TRANSFORMER (WUHAN) CO., LTD**  
- hereinafter referred to as "Supplier" -

- Supplier and Buyer hereinafter referred to individually as a "Party" and collectively as the  
"Parties"-

Contract No.: F448

Date:

2020.11.17

Supplier's Ref No.:

Buyer's Ref No.:




**1. Scope of Works**

Supplier shall deliver the goods *Transformer Technical Specification as in the annex attached.*

The Buyer shall pay the Contract Price and fulfill the obligations laid down in this Contract (hereinafter referred to as "Contract").

**2. Contract Price and Payment Terms and Delivery time**

| Type                                                                                | Unit | Unit Price<br>(CIF Ho Chi Minh) | Contract Price<br>(CIF Ho Chi Minh) | Delivery Time                          |
|-------------------------------------------------------------------------------------|------|---------------------------------|-------------------------------------|----------------------------------------|
| Sensformer<br>GSU 125MVA-<br>220/33KV                                               | 2    |                                 |                                     | 30th of April 2021<br>CIF HCM seaport. |
| MR OLTC + Sensformer advanced intelligence<br>(including H2Guard + moisture module) |      |                                 | Included                            |                                        |
| Insulation oil                                                                      |      |                                 | Excluded                            |                                        |
| Total Amount                                                                        |      |                                 |                                     |                                        |
| Total amount in words: US Dollars                                                   |      |                                 |                                     |                                        |

- 1) Twenty percent (20%) of the contract price shall be paid as down payment by TT within 10 calendar days after contract signing.
- 2) Eighty percent (80%) of the contract price shall be paid by by an irrevocable L/C within 45 days upon the date of B/L by an international reputable bank or national bank.
- 3) Payments not received when due shall bear interest at the rate of 0.7% per day for late payment amount.

The following documents shall be submitted to the issuing bank within 10 working days after delivery:

- 02 Originals of commercial invoice showing total contract price
- 02 Originals of packing list
- 2/3 set of Clean Shipped on Board Bill of Lading marked "Freight Prepaid" issued by Transportation Company. The L/C issuing bank accepts 2/3 set of mentioned Board Bill of Lading to issue the L/C. The consignee (Receiver) of Board Bill of lading shall be specified as: TO ORDER OF ISSUING BANK.
- 02 Originals of Factory Test Report
- 02 Originals of Quality Certificate issued by Seller
- 02 Originals of Warranty Certificate issued by Seller
- 01 Copy certificate of origin form E.
- Full set of Insurance policy for the 110% of the Contract Price

The Seller and the Buyer shall each be responsible for all banking charges imposed by the bank or financial institution for their respective countries.

**Bank Information of Supplier:**

Ultimate Beneficiary: SIEMENS TRANSFORMER (WUHAN) CO LTD

Account Number: 3513330503

Bank/Branch Name: Deutsche Bank (China) Co., Ltd. Shanghai Branch

**SIEMENS**  
energy

possible to its original intent and effect. To the extent permitted by applicable law, the Parties hereto hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

**25. Notices**

All notices in connection with this Contract shall be in writing and shall be effective upon dispatch if sent by fax, seven (7) days after the date of mailing if sent by registered mail and three (3) days after the date of mailing if sent by courier services. In all cases, notices shall be delivered to the other Party at the address set forth on the first page of the Contract or such other address as such Party may have provided by written notice.

**26. Set off**

Solely with respect to this Contract, Buyer may set off only those claims that are undisputed or have been finally determined in a legally binding manner

**27. Survival**

The terms of the Contract that by their nature are reasonably intended by the Parties to survive its expiration or earlier termination, including, but not limited to Clauses 9, 11, 13, 14, 21 22, 24 and this Clause 27 of the Terms, shall survive the expiration or termination of the Contract.

IN WITNESS THEREOF, the Parties have caused this Contract to be executed in two originals by their duly authorized representatives on the date set forth on the first page hereof, with each Party retaining one fully executed original.

Supplier

Buyer

(authorized signature)



(authorized signature)

Date:

(authorized signature)



(authorized signature)

Date:

2. 7Myanmar Minbu 220MW PV substation JQPD1

**缅甸敏巫 220MW 地面光伏电站项目  
(二期 50MW)**

**升压站设备供货合同**

合同编号: 650-CTIEC-MMR2-003-STWH

|          |                        |
|----------|------------------------|
| 买方       | 建发（上海）有限公司             |
| 注册地址     | 上海浦东新区张杨路 620 号 1201 室 |
| 统一社会信用代码 | 9131011573978005X5     |
| 开户银行     | 中国银行上海市浦东分行浦东大道支行      |
| 银行账号     | 454659215400           |
| 联系人      | 周宸杰                    |
| 电话       | 180 6096 8730          |
| 传真       | 021-61635138           |



## 合 同 条 件

依照《中华人民共和国合同法》，遵循平等、自愿、公平和诚信原则，买方和卖方就缅甸敏巫 220MW 地面光伏电站项目（二期 50MW）升压站设备的供货事宜，协调一致，订立本合同。

### 1. 一般规定

#### 1.1 定义与解释

本合同中提及的下列词语具有以下所述的含义：

- 1.1.1 背景信息：指在合同生效日之前一方持有的授予或未授予专利权的发明创造、技术秘密、商业秘密、数据、技术资料、方法、工艺、制品或物质成分，以及在合同生效日之前一方持有的上述在原有基础上所创造、开发或者拥有的改进更新（包括授予或未授予专利权的）。
- 1.1.2 最终功能测试（FFT）：指在设备安装完工之后，依照本合同及其附件执行的空载测试。
- 1.1.3 最终功能测试证书（FFC）：指依照本合同的约定，在设备的最终功能测试合格后，买方授权代表向卖方签发的测试凭证。
- 1.1.4 合同：指由买方和卖方签署的本合同及其所有附件、说明、图纸和其它文件（如：合同执行过程中双方签署的任何书面增加内容、备忘录、协议和修改等）构成的整体。
- 1.1.5 合同币种：用以支付本合同价款的货币，即人民币。
- 1.1.6 合同价格：指第 6.1 条款中约定的价格，即买方因卖方完全履行本合同义务而支付的总价。
- 1.1.7 交货日期：系指设备运抵合同双方约定的地点的日期。
- 1.1.8 合同生效日：指本合同条件第 17 条款约定的日期。
- 1.1.9 基本设计审核（BDR）：指依据合同及其附件由买方对卖方提供的设备设计方案、零部件配置、制造进度计划等进行的审查，以及审查合格后实现设计冻结的过程。
- 1.1.10 最终用户：本合同项下业主，是指 GEP (MYANMAR) CO., LTD.。
- 1.1.11 设备：指本合同及其附件所约定的由卖方提供的单机设备、装置和/或系统。

缅甸敏巫 220MW 地面光伏电站项目（二期 50MW）

合同编号：650-CTIEC-MMR2-003-STWH

在下述情况发生后 20 个工作日内，合同双方均有权将调整合同价格的原因及调整金额，以书面形式通知对方。经买卖双方确认且达成一致的合理金额，作为合同价格的调整金额。合同价格调整包括以下情况：

- (1) 买方提出的供货范围、功能需求、质量要求等买方要求的变更；
- (2) 经买方批准的洽商、工程签证；
- (3) 本合同签订后，因法律、国家政策和需遵守的行业规范、标准发生变化，影响到合同价格增减的。

### 5.3 合同价格调整的争议

经协商，双方未能就变更的费用、合同价格调整达成一致意见，则依据本合同第 16 条争议解决的约定解决。

## 6. 合同价格和付款

### 6.1 合同价格

6.1.1 鉴于卖方履行在本合同项下的义务，买方同意支付人民币 **4,572,000** 元（含增值税税率为13%）（大写：人民币肆佰伍拾柒万贰仟圆整）。该价格为固定总价，具体供货范围如下：

| 序号  | 设备名称    | 设计规格                                                             | 单位 | 数量 | 单价（元） | 小计（元） | 备注                            |
|-----|---------|------------------------------------------------------------------|----|----|-------|-------|-------------------------------|
| 1   | 升压电力变压器 | 230 ± 8 x 1.65 % / 33 / 11<br>40 / 50MVA:YNyn0+d ,<br>具体要求参考技术协议 | 台  | 1  |       |       | 含变压器油<br>(Petro 45X<br>PLUS ) |
| 2   | 相应配件    |                                                                  |    |    |       |       | 总价已含                          |
| 2.1 | 接地套管    |                                                                  | 套  | 1  | 总价已含  |       |                               |
| 2.2 | 充氮用软管   | 需要的必要配件                                                          | 套  | 1  | 总价已含  |       |                               |
| 2.3 | 压力表     | 需要的必要配件                                                          | 个  | 1  | 总价已含  |       |                               |
| 2.4 | 相应接口    | 需要的必要配件。需包含<br>注氮运输的系统接口                                         | 套  | 1  | 总价已含  |       |                               |
|     |         |                                                                  |    |    |       |       |                               |
| 2.6 | 密封胶圈    | 散热器及其它安装易损<br>件密封胶圈                                              | 套  | 1  | 总价已含  |       |                               |

第 10 页，共 24 页

缅甸敏巫 220MW 地面光伏电站项目（二期 50MW）

合同编号：650-CTIEC-MMR2-003-STWH

（本页无正文，为本合同之签署页）



法定代表人（签字）：

林茂印

授权代表（签字）：

周志杰

签字日期：2021 年 6 月 11 日

卖方

（公章或合同专用章）  
合同专用章  
西门子变压器（武汉）有限公司

法定代表人（签字）：

授权代表（签字）：

陈金

签字日期：2021 年 6 月 15 日

## 缅甸敏巫 220MW 地面光伏电站项目 (三期 50MW)

### 升压站设备供货合同

合同编号: 650-CTIEC-MMR3-003-STWH

|          |                        |
|----------|------------------------|
| 买方       | 建发（上海）有限公司             |
| 注册地址     | 上海浦东新区张杨路 620 号 1201 室 |
| 统一社会信用代码 | 9131011573978005X5     |
| 开户银行     | 中国银行上海市浦东分行浦东大道支行      |
| 银行账号     | 454659215400           |
| 联系人      | 周宸杰                    |
| 电话       | 180 6096 8730          |
| 传真       | 021-61635138           |



## 合 同 条 件

依照《中华人民共和国合同法》，遵循平等、自愿、公平和诚信原则，买方和卖方就缅甸敏巫 220MW 地面光伏电站项目（三期 50MW）升压站设备的供货事宜，协调一致，订立本合同。

### 1. 一般规定

#### 1.1 定义与解释

本合同中提及的下列词语具有以下所述的含义：

- 1.1.1 背景信息：指在合同生效日之前一方持有的授予或未授予专利权的发明创造、技术秘密、商业秘密、数据、技术资料、方法、工艺、制品或物质成分，以及在合同生效日之前一方持有的上述在原有基础上所创造、开发或者拥有的改进更新（包括授予或未授予专利权的）。
- 1.1.2 最终功能测试（FFT）：指在设备安装完工之后，依照本合同及其附件执行的空载测试。
- 1.1.3 最终功能测试证书（FFC）：指依照本合同的约定，在设备的最终功能测试合格后，买方授权代表向卖方签发的测试凭证。
- 1.1.4 合同：指由买方和卖方签署的本合同及其所有附件、说明、图纸和其它文件（如：合同执行过程中双方签署的任何书面增加内容、备忘录、协议和修改等）构成的整体。
- 1.1.5 合同币种：用以支付本合同价款的货币，即人民币。
- 1.1.6 合同价格：指第 6.1 条款中约定的价格，即买方因卖方完全履行本合同义务而支付的总价。
- 1.1.7 交货日期：系指设备运抵合同双方约定的地点的日期。
- 1.1.8 合同生效日：指本合同条件第 17 条款约定的日期。
- 1.1.9 基本设计审核（BDR）：指依据合同及其附件由买方对卖方提供的设备设计方案、零部件配置、制造进度计划等进行的审查，以及审查合格后实现设计冻结的过程。
- 1.1.10 最终用户：本合同项下业主，是指 GEP (MYANMAR) CO., LTD.。
- 1.1.11 设备：指本合同及其附件所约定的由卖方提供的单机设备、装置和/或系统。

第 4 页，共 24 页

缅甸敏巫 220MW 地面光伏电站项目（三期 50MW）

合同编号：650-CTIEC-MMR3-003-STWH

在下述情况发生后 20 个工作日内，合同双方均有权将调整合同价格的原因及调整金额，以书面形式通知对方。经买卖双方确认且达成一致的合理金额，作为合同价格的调整金额。合同价格调整包括以下情况：

- (1) 买方提出的供货范围、功能需求、质量要求等买方要求的变更；
- (2) 经买方批准的洽商、工程签证；
- (3) 本合同签订后，因法律、国家政策和需遵守的行业规范、标准发生变化，影响到合同价格增减的。

### 5.3 合同价格调整的争议

经协商，双方未能就变更的费用、合同价格调整达成一致意见，则依据本合同第 16 条争议解决的约定解决。

## 6. 合同价格和付款

### 6.1 合同价格

6.1.1 鉴于卖方履行在本合同项下的义务，买方同意支付人民币 **4,480,000** 元（含增值税税率为 13%）（大写：人民币肆佰肆拾捌万圆整）。该价格为固定总价，具体供货范围如下：

| 序号  | 设备名称    | 设计规格                                                       | 单位 | 数量 | 单价（元） | 小计（元） | 备注                        |
|-----|---------|------------------------------------------------------------|----|----|-------|-------|---------------------------|
| 1   | 升压电力变压器 | 230 ± 8 x 1.65 % / 33 / 11 40 / 50MVA; YNyn0+d, 具体要求参考技术协议 | 台  | 1  |       |       | 含变压器油<br>(Petro 45X PLUS) |
| 2   | 相应配件    |                                                            |    |    |       |       | 总价已含                      |
| 2.1 | 接地套管    |                                                            | 套  | 1  | 总价已含  |       |                           |
| 2.2 | 充氮用软管   | 需要的必要配件                                                    | 套  | 1  | 总价已含  |       |                           |
| 2.3 | 压力表     | 需要的必要配件                                                    | 个  | 1  | 总价已含  |       |                           |
| 2.4 | 相应接口    | 需要的必要配件。需包含注氮运输的系统接口                                       | 套  | 1  | 总价已含  |       |                           |
|     |         |                                                            |    |    |       |       |                           |

缅甸敏巫 220MW 地面光伏电站项目（三期 50MW）

合同编号：650-CTIEC-MMR3-003-STWH

（本页无正文，为本合同之签署页）

买方  
（公章或合同专用章）  
建发（上海）有限公司

卖方  
（公章或合同专用章）  
西门子变压器（武汉）有限公司

法定代表人（签字）：  
林茂

法定代表人（签字）：

授权代表（签字）：周志杰

授权代表（签字）：张宇

签字日期：2021 年 6 月 1 日

签字日期：2021 年 6 月 15 日

## 缅甸敏巫 220MW 地面光伏电站项目 (四期 70MW)

### 升压站设备供货合同

合同编号: 650-CTIEC-MMR4-003-STWH

|          |                        |
|----------|------------------------|
| 买方       | 建发（上海）有限公司             |
| 注册地址     | 上海浦东新区张杨路 620 号 1201 室 |
| 统一社会信用代码 | 9131011573978005X5     |
| 开户银行     | 中国银行上海市浦东分行浦东大道支行      |
| 银行账号     | 454659215400           |
| 联系人      | 周宸杰                    |
| 电话       | 180 6096 8730          |
| 传真       | 021-61635138           |



## 合 同 条 件

依照《中华人民共和国合同法》，遵循平等、自愿、公平和诚信原则，买方和卖方就缅甸敏巫 220MW 地面光伏电站项目（四期 70MW）升压站设备的供货事宜，协调一致，订立本合同。

### 1. 一般规定

#### 1.1 定义与解释

本合同中提及的下列词语具有以下所述的含义：

- 1.1.1 背景信息：指在合同生效日之前一方持有的授予或未授予专利权的发明创造、技术秘密、商业秘密、数据、技术资料、方法、工艺、制品或物质成分，以及在合同生效日之前一方持有的上述在原有基础上所创造、开发或者拥有的改进更新（包括授予或未授予专利权的）。
- 1.1.2 最终功能测试（FFT）：指在设备安装完工之后，依照本合同及其附件执行的空载测试。
- 1.1.3 最终功能测试证书（FFC）：指依照本合同的约定，在设备的最终功能测试合格后，买方授权代表向卖方签发的测试凭证。
- 1.1.4 合同：指由买方和卖方签署的本合同及其所有附件、说明、图纸和其它文件（如：合同执行过程中双方签署的任何书面增加内容、备忘录、协议和修改等）构成的整体。
- 1.1.5 合同币种：用以支付本合同价款的货币，即人民币。
- 1.1.6 合同价格：指第 6.1 条款中约定的价格，即买方因卖方完全履行本合同义务而支付的总价。
- 1.1.7 交货日期：系指设备运抵合同双方约定的地点的日期。
- 1.1.8 合同生效日：指本合同条件第 17 条款约定的日期。
- 1.1.9 基本设计审核（BDR）：指依据合同及其附件由买方对卖方提供的设备设计方案、零部件配置、制造进度计划等进行的审查，以及审查合格后实现设计冻结的过程。
- 1.1.10 最终用户：本合同项下业主，是指 GEP (MYANMAR) CO., LTD.。
- 1.1.11 设备：指本合同及其附件所约定的由卖方提供的单机设备、装置和/或系统。

缅甸敏巫 220MW 地面光伏电站项目（四期 70MW）

合同编号：650-CTIEC-MMR4-003-STWH

在下述情况发生后 20 个工作日内，合同双方均有权将调整合同价格的原因及调整金额，以书面形式通知对方。经买卖双方确认且达成一致的合理金额，作为合同价格的调整金额。合同价格调整包括以下情况：

- (1) 买方提出的供货范围、功能需求、质量要求等买方要求的变更；
- (2) 经买方批准的洽商、工程签证；
- (3) 本合同签订后，因法律、国家政策和需遵守的行业规范、标准发生变化，影响到合同价格增减的。

### 5.3 合同价格调整的争议

经协商，双方未能就变更的费用、合同价格调整达成一致意见，则依据本合同第 16 条争议解决的约定解决。

## 6. 合同价格和付款

### 6.1 合同价格

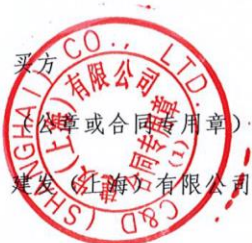
6.1.1 鉴于卖方履行在本合同项下的义务，买方同意支付人民币 **5,210,000** 元（含增值税税率为 13%）（大写：人民币伍佰贰拾壹万圆整）。该价格为固定总价，具体供货范围如下：

| 序号  | 设备名称    | 设计规格                                                         | 单位 | 数量 | 单价（元） | 小计（元） | 备注                         |
|-----|---------|--------------------------------------------------------------|----|----|-------|-------|----------------------------|
| 1   | 升压电力变压器 | 230 ± 8 × 1.65 % / 33 / 11<br>50 / 70MVA;YNyn0+d, 具体要求参考技术协议 | 台  | 1  |       |       | 含变压器油<br>(Petro 45X PLUS ) |
| 2   | 相应配件    |                                                              |    |    |       |       | 总价已含                       |
| 2.1 | 接地套管    |                                                              | 套  | 1  |       | 总价已含  |                            |
| 2.2 | 充氮用软管   | 需要的必要配件                                                      | 套  | 1  |       | 总价已含  |                            |
| 2.3 | 压力表     | 需要的必要配件                                                      | 个  | 1  |       | 总价已含  |                            |
| 2.4 | 相应接口    | 需要的必要配件。需包含注氮运输的系统接口                                         | 套  | 1  |       | 总价已含  |                            |
|     |         |                                                              |    |    |       |       |                            |

缅甸敏巫 220MW 地面光伏电站项目（四期 70MW）

合同编号：650-CTIEC-MMR4-003-STWH

（本页无正文，为本合同之签署页）



法定代表人（签字）



法定代表人（签字）：

授权代表（签字）：

*Handwritten signature of the buyer's authorized representative.*

授权代表（签字）：

*Handwritten signature of the seller's authorized representative.*

签字日期：2021 年 6 月 11 日

签字日期：2021 年 6 月 15 日

2. 8 NGCP 546 Project

101696

菲律宾皮纳穆坎 500kV 变电站项目

Sp21. PINSP. Lt-0546

230kV 电力变压器采购合同

买方合同编号：FEPEC-PHT&D-B1[2022]42

卖方合同编号：

买方：福建省电力工程有限公司

卖方：西门子能源变压器（武汉）有限公司

合同签订日期：2022 年 9 月 日

## 合 同

买 方：福建省电力工程有限公司

地 址：福建省福州市仓山区潘墩路 36 号

电 话：0591-63033730

传 真：0591-87113600

邮政编码：350018

卖 方：西门子能源变压器（武汉）有限公司

地 址：湖北省武汉市阳逻经济开发区金阳大道 1 号

电 话：027-89669833

传 真：027-89669927

邮政编码：430415

兹就买方承接外方的菲律宾皮纳穆坎 500kV 变电站项目，其就所用的 230kV 电力变压器的设计、制造、试验、目睹试验、包装、运输、技术服务、文件、价格、付款和质量保证等事宜，买卖双方达成一致协议并同意签订本合同。合同附件是合同的组成部分并具有与合同正文同等的法律效力，如有不一致的，以合同附件为准。

### 一、 合同范围和价格：

1、 合同总价：人民币

2、 价款说明：设备的规格、数量和价格（见“合同附件 1：设备规格、价格表”）；根据合同条款进行采购和供货，严格履行各自义务；合同价格：除本合同中明确规定的情形外，本合同价格为固定单价价格，除非经双方协商补充附件，任何一方均不得以任何理由单方面改变。

附件 1：“合同附件 1：设备规格、价格表”

附件 2：“合同附件 2：技术参数表和图纸”

附件 3：“合同附件 3：卖方提交文件要求”

附件 4：“合同附件 4：装箱包装要求”

当的措施保证:

- 1) 该转移,或就这些货物,工作,服务有关的合同提供经纪服务,或向第三方提供与这些货物,工作,服务有关的其他经济资源,将不违反欧盟,美国 and 联合国实施的禁运,同时还应考虑(禁运)对国内业务的限制且不得规避禁运的规定;
- 2) 如果此类货物,工作和服务被禁止用于与军备、核技术或核武器有关的用途,或需要批准方可用于上述用途,则此类货物,工作和服务将不会被用于上述用途,除非相关批准已经获得;
- 3) 所有适用的欧盟和美国制裁清单中有关于清单上列举的实体,个人和组织进行交易的规定已被考虑。
- 4、如果被要求帮助有关当局或卖方进行出口控制的审查,则买方在收到卖方的要求后应立刻提供包含有卖方所提供的特定货物,工作和服务的最终客户,最终目的地,以及预期用途的所有信息,以及任何存在的出口控制限制。
- 5、就任何由于买方不遵守出口控制规定而引起的、或与之相关的索赔、诉讼、行动、罚款、损失、成本和损坏,买方应补偿卖方并使其免受损害,且买方应赔偿卖方由此产生的一切损失和费用。

买方: 福建省电力工程有限公司  
法人代表:   
日期: 2017.12.28



卖方: 西门子能源变压器（武汉）有限公司  
法人代表:   
日期:



买方人民币银行账户:  
单位: 福建省电力工程有限公司  
账号: 35001890007052512368  
开户行: 建行福州城北支行



卖方人民币银行账号:  
单位: 西门子能源变压器（武汉）有限公司  
账号: 3513 3300 15  
开户行: 德意志银行（中国）有限公司上海分行  
税号: 91420100669504059Y

税号: 9135 0000 1581 4476 8Q

附件 1：设备规格、价格表

设备规格、价格表

金额单位：元（人民币）

| 序号<br>Item No. | 品名<br>Name     | 型号规格<br>Description & Specification                                                                                                                                                           | 数量<br>Qty. | 单位<br>Unit | 单价(含税)<br>Unit Price | 总价(含税)<br>Total Price |
|----------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|----------------------|-----------------------|
| 1              | 230kV 变压器及附属设备 | POWER TRANSFORMER, 100 MVA, 3-phase, 60 Hz, 230/69-13.8 kV, class ONAN - ONAF - ONAF complete with oil, all appurtenances, accessories and on-load tap changing mechanism including controls. | 2          | Sets       |                      |                       |
| 2              | 备品备件           | Spares for Power Transformer for 100 MVA, 3-phase, 60 Hz, 230/69-13.8 kV                                                                                                                      |            |            |                      |                       |
| 2.1            |                | a. Bushings for the high voltage terminals complete w/ gaskets and oil, if oil-filled:                                                                                                        |            |            |                      |                       |
| 2.1.1          |                | "H" terminals                                                                                                                                                                                 | 1          | Unit       |                      |                       |
| 2.1.2          |                | "X" terminals                                                                                                                                                                                 | 1          | Unit       |                      |                       |
| 2.1.3          |                | "Y" terminals                                                                                                                                                                                 | 1          | Unit       |                      |                       |
| 2.2            |                | b. Set(s) of Bushing Current Transformer of each type and voltage rating used:                                                                                                                | 1          | Each       |                      |                       |

## 2. 9 Vietnam Da Mi HPP project

**Contract for Supplies and Services**

Between

**Computer Communication Control 3c Incorporation (3C Inc)**

Address: No. 54 Giang Van Minh Str, Doi Can Ward, Ba Dinh Dist, Ha Noi, Vietnam

**- hereinafter referred to as "Buyer"-**

And

**Siemens Energy Transformer (Wuhan) Co.,Ltd**

Add: No.1 Jinyang Avenue, Yangluo Economic Development Zone, Wuhan, Hubei, China

**- hereinafter referred to as "Supplier" -****- Supplier and Buyer hereinafter referred to individually as a "Party" and collectively as the "Parties"-**

Contract No.

Date:

**Annexes:****Annex 1: Contract Price****Annex 2: Payment and Delivery Time****Annex 3: Technical Data Sheet****Annex 4: Documents for Material Accessories/Spare Parts**

**1. Contract Price**

Supplier shall deliver the goods as defined in Annex 1 (hereinafter referred to as "Work" or "Works") pursuant to the terms and conditions of this Contract.

The Buyer shall pay the Contract Price and fulfill the obligations laid down in this Contract (hereinafter referred to as "Contract").

**2. Payment and Delivery Time**

Payment and Delivery Time are as laid down in Annex 2.

The Prices of the Works do not include any taxes or duties levied by any governmental authority.

Payments shall be made to Supplier according to Annex 2 of the Contract. Payments not received when due shall bear interest at the rate of 0.7% per day except for Force Majeure case. Two parties will take every possible and reasonable steps to resolve the problem if any.

Delivery shall be scheduled according to Annex 2 of the contract as well.

**3. Delay in Delivery**

3.1. Supplier shall deliver the Works in accordance with the Time of Delivery as set forth in Annex 2.

3.2. Notwithstanding the aforesaid, delivery of Works by Supplier is subject to the Buyer's fulfillment of its obligations under the Contract in a timely manner, including but not limited to i) making down payment (if any); and ii) obtaining all necessary licenses and approvals or providing necessary information. If the foresaid conditions are not satisfied or the Buyer is in breach of Contract in any other manner, the Time of Delivery shall be extended accordingly.

3.3. If any delay is attributable to Force Majeure as defined hereof or any other causes beyond the reasonable control of Supplier, or delays caused by the Buyer or beyond Buyer's control, its employees, agents or contractors, variations or latent conditions the Time of Delivery shall be extended accordingly.

3.4. In the event that Supplier fails to deliver the Works within the Time of Delivery as set forth in Annex 2 (or any extension period) for reasons solely attributable to Supplier and Buyer can prove that it suffered a loss from such delay, Buyer may claim compensatory damages at 0.5% of the value of the Works in delay per every full calendar week of delay up to a total amount of 10% of the value of the Works in delay. Such compensatory damages shall be the sole and exclusive remedy of Buyer in the event such delay in delivery occurs.

In the event of any discrepancy or inconsistency between Bidding Documents and Contract documents, the Contract documents shall prevail than the Bidding Documents.

**24. Severability**

Any provision of the Contract that shall be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. In the event that any such provision of this Contract is so held invalid, the Parties shall promptly renegotiate in good faith new provisions to restore this Contract as nearly as possible to its original intent and effect. To the extent permitted by applicable law, the Parties hereto hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

**25. Notices**

All notices in connection with this Contract shall be in writing and shall be effective upon dispatch if sent by fax/email, seven (7) days after the date of mailing if sent by registered mail and three (3) days after the date of mailing if sent by courier services. In all cases, notices shall be delivered to the other Party at the address set forth on the first page of the Contract or such other address as such Party may have provided by written notice.

**26. Set off**

Solely with respect to this Contract, Buyer may set off only those claims that are undisputed or have been finally determined in a legally binding manner

**27. Survival**

The terms of the Contract that by their nature are reasonably intended by the Parties to survive its expiration or earlier termination, including, but not limited to Clauses 9, 11, 13, 14, 21 22, 24 and this Clause 27 of the Terms, shall survive the expiration or termination of the Contract.

IN WITNESS THEREOF, the Parties have caused this Contract to be executed in two originals by their duly authorized representatives on the date set forth on the first page hereof, with each Party retaining one fully executed original.

**Supplier**

**Siemens Energy Transformer  
(Wuhan) Co.,Ltd**

(authorized signature)

**Buyer**

**Computer Communication Control  
3C Inc**



**LE SY HAI  
DEPUTY GENERAL DIRECTOR**

(authorized signature)

**ANNEX 1: CONTRACT PRICE**

| No.                                                            | Description of Goods                                                           | Unit | Quantity | Manufacturer/<br>Country of<br>Origin | Unit price<br>(FOB under<br>tackle<br>Shanghai) | Total price<br>(FOB under<br>tackle<br>Shanghai) |
|----------------------------------------------------------------|--------------------------------------------------------------------------------|------|----------|---------------------------------------|-------------------------------------------------|--------------------------------------------------|
|                                                                |                                                                                |      |          |                                       | USD                                             | USD                                              |
| 1                                                              | 103MVA-<br>13,8/230±2x2,5% kV<br>Power Transformer<br>(without oil)            | Set  | 2        | STWH/<br>China                        |                                                 |                                                  |
| 2                                                              | Spare parts:                                                                   |      |          |                                       |                                                 |                                                  |
| 2.1                                                            | Pump (Included motor and<br>pump, same type with<br>transformer's accessories) | Pcs  | 1        | Supplier by<br>STWH                   |                                                 |                                                  |
| 2.2                                                            | Fan (Included motor and<br>fan, same type with<br>transformer's accessories)   | Pcs  | 1        | Supplier by<br>STWH                   |                                                 |                                                  |
| 2.3                                                            | HV bushing (same type<br>with transformer's<br>accessories)                    | Pcs  | 1        | Supplier by<br>STWH                   |                                                 |                                                  |
| 2.4                                                            | HV Neutral bushing (same<br>type with transformer's<br>accessories)            | Pcs  | 1        | Supplier by<br>STWH                   |                                                 |                                                  |
| 2.5                                                            | LV bushing (same type<br>with transformer's<br>accessories)                    | Pcs  | 1        | Supplier by<br>STWH                   |                                                 |                                                  |
| 2.6                                                            | OTI (same type with<br>transformer's accessories)                              | Pcs  | 1        | Supplier by<br>STWH                   |                                                 |                                                  |
| 2.7                                                            | WTI (same type with<br>transformer's accessories)                              | Pcs  | 1        | Supplier by<br>STWH                   |                                                 |                                                  |
| <b>Total FOB (under tackle) Shanghai Port China, Incoterms</b> |                                                                                |      |          |                                       |                                                 |                                                  |

**Important note:** CIF price will be determined at executing stage. In the case buyer choose to change from FOB(under tackle) to CIF price, the price will be subjected to adjustment according to actual cost in executing stage + 10% admin. fee. And the change notice shall be sent to Supplier ASAP, but no later than 1 month before EXW . Otherwise, the CIF delivery time shall be renegotiated by both parties.

## 2. 10 Malaysia LNG-GLORY Project

Transgrid Ventures Sdn. Bhd. (491232-A)

 E-07-3 East Wing  
 Business Park Subang Square  
 Jalan SS 15/4G  
 47500 Subang Jaya  
 Selangor Darul Ehsan  
 Tel No: 03-5637 8167 / 5637 8267 / 5638 3619  
 Fax No: 03-5638 1224  
 Website: www.transgrid.com.my

## PURCHASE ORDER

|                                                                                                                                                                                   |                                                                                                                                                                        |                                                                                                                                           |                           |                                                                     |                        |                   |  |                  |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------|------------------------|-------------------|--|------------------|--|
| <b>ADDRESS</b>                                                                                                                                                                    |                                                                                                                                                                        | Siemens Energy Transformer (Wuhan)<br>Company Limited.<br>1 Jin Yang Avenue,<br>Yangluo Economic Development Zone,<br>430415 Wuhan, China |                           | <b>DATE</b>                                                         |                        | 18th January 2023 |  |                  |  |
| <b>NAME OF CONTACT PERSON</b><br>Mr Tu Xin,                                                                                                                                       |                                                                                                                                                                        | <b>PO NO.</b>                                                                                                                             |                           | RFP000000014038-11743-rev.1                                         |                        | <b>CONT. NO.</b>  |  | RFP000000014038. |  |
|                                                                                                                                                                                   |                                                                                                                                                                        | <b>PROJECT CODE.</b>                                                                                                                      |                           | 455                                                                 |                        | <b>Page No.</b>   |  | Page 1 of 1      |  |
|                                                                                                                                                                                   |                                                                                                                                                                        | <b>SUPPLIER REF.</b>                                                                                                                      |                           | Price ref. 1170AAA & 1170BAA & 1170CAA dated 13/1/2023 (Version.9). |                        |                   |  |                  |  |
|                                                                                                                                                                                   |                                                                                                                                                                        | <b>TELEPHONE NO.</b>                                                                                                                      |                           | 0086-27-89669871                                                    |                        |                   |  |                  |  |
| <b>FAX NO.</b>                                                                                                                                                                    |                                                                                                                                                                        | 0086-27-89669927                                                                                                                          |                           |                                                                     |                        |                   |  |                  |  |
| <b>SL. NO.</b>                                                                                                                                                                    | <b>BRIEF DESCRIPTION</b>                                                                                                                                               | <b>UNIT</b><br>(m/kg/pc)                                                                                                                  | <b>UNIT RATE</b><br>(USD) | <b>QTY</b>                                                          | <b>AMOUNT</b><br>(USD) |                   |  |                  |  |
| 1                                                                                                                                                                                 | <b>POWER IMPORT PROJECT FOR MALAYSIA LNG SDN BHD (MLNG).</b><br><br>Supply of 4 units of 63/80MVA, 275/34.5kV Power Transformer and 2 units of 45/55MVA 275/30kV Power | As per attached Annexure.1                                                                                                                |                           |                                                                     |                        |                   |  |                  |  |
| <b>RATE IN (USD):</b>                                                                                                                                                             |                                                                                                                                                                        | <b>TOTAL</b>                                                                                                                              |                           |                                                                     |                        |                   |  |                  |  |
| <b>INSPECTION</b>                                                                                                                                                                 | YES / NO                                                                                                                                                               | <b>AT WORKS PRIOR TO DELIVERY</b>                                                                                                         |                           | <b>MARINE / INLAND TRANSPORT INSURANCE</b>                          |                        | N/A               |  |                  |  |
| <b>DELIVERY</b>                                                                                                                                                                   | As per attached Terms and Conditions.                                                                                                                                  |                                                                                                                                           | <b>DUTIES AND TAXES</b>   |                                                                     | N/A                    |                   |  |                  |  |
| <b>PRICES</b>                                                                                                                                                                     | Firm, CFR Bintulu Port, Sarawak.                                                                                                                                       |                                                                                                                                           | <b>DESPATCH DETAILS</b>   |                                                                     | N/A                    |                   |  |                  |  |
| <b>PAYMENT TERMS</b>                                                                                                                                                              | As per attached Terms and Conditions.                                                                                                                                  |                                                                                                                                           | <b>REVIEWED BY</b>        |                                                                     |                        |                   |  |                  |  |
| * Your bills in triplicate with delivery order duly countersigned by our site authorised representative or with proof of despatch to be sent to attention of Head of Procurement. |                                                                                                                                                                        |                                                                                                                                           |                           |                                                                     |                        |                   |  |                  |  |
| * Please address all your correspondence pertaining to this order to the Head of Procurement, quoting our P.O No.                                                                 |                                                                                                                                                                        |                                                                                                                                           |                           |                                                                     |                        |                   |  |                  |  |
|                                                                                                                                                                                   |                                                                                                                                                                        | <b>AUTHORISED SIGNATORIES</b>                                                                                                             |                           |                                                                     |                        |                   |  |                  |  |

Note: THIS PO NO. RFP000000014038-11743\_rev.1, SUPERSEDED OUR EARLIER PO NO. RFP000000014038-11743 DTD 13/1/2023

Doc. Ref.: TRANSGRID/PRO/PO



Issue Date: 16 March 2021

# Transgrid

## TERMS AND CONDITIONS (ENCLOSURE TO P.O. NO. RFP000000014038-11743 rev.1)

1. This agreement dated 18<sup>th</sup> January 2023 is made between Transgrid Ventures Sdn Bhd (hereinafter referred to as "Transgrid") and Siemens Energy Transformer (Wuhan) Company Ltd (hereinafter referred to as "Siemens").
2. **ACCEPTANCE BY MALAYSIA LNG SDN BHD**  
The scope of supply shall be in full compliance to the specification as attached Appendix 1: Scope of Supply : P50017-FEL3-RNZ-5000-E-SPN-0003 from Malaysia LNG Sdn Bhd (hereinafter referred to as "Client").
3. **CONTRACT PRICE**  
The contract price shall be  
The contract price is based on CFR Bintulu, Malaysia, and shall be firm and fixed throughout the duration of the contract and shall not be subjected to any form of escalations unless agreed by both parties.
4. **SCOPE OF SUPPLY**  
The scope of supply, which shall form an integral part of this contract, shall include the following items.
  - i) Supply of 2 units of 63/80MVA, 275+/- 8x1.25%/34.5 kV, YNd1, ONAN/ONAF, 50Hz, Z=16.0% @ 63MVA rated tap complete with fan and control cabinet.
  - ii) Supply of 2 units of 63MVA, 275+/- 8x1.25%/34.5 kV, YNd1, ONAN, 50Hz, Z=16.0% @ 80MVA rated tap (future upgrade to 80MVA (ONAF) by adding external fans inclusive of provision of fan wiring and mounting bracket).
  - iii) Supply of 2 units of 45/55MVA, 275+/- 2x2.5%/30kV, YNd1, ONAN/ONAF, 50Hz, Z=12.0% @ 45MVA rated tap complete with fan and control cabinet.
  - iv) Supply on CFR Bintulu basis of 6 Units Power Transformer with all major fittings and as per Client tender specification.
  - v) Transformer mineral oil (inhibited) as per specification.
  - vi) MR makes OLTC, vacuum type.
  - vii) RTCC panel with MR Germany type Tapcon 230 AVR for the 63/80MVA Power Transformers only.
  - viii) HV Termination by RIP Bushings, HSP.
  - ix) Cable Box on 33 kV side with Surge Arresters.
    - a) 3 Surge Arrestor (1 SA per phase) for each Transformer no. A1, A2, A3 and A4.
    - b) 9 Surge Arrestor (3 SA x 3 phase) for each Transformer no. A5 and A6.
  - x) Conservator with Rubber Bag and Leak detector.
  - xi) Hot-Dip Galvanized Radiators mounted on the Main Tank.
  - xii) Other fittings as specified in the Technical Data Sheet.
  - xiii) Anti-vibration pad.
  - xiv) Additional consumable gasket.
  - xv) Maintenance-free type breather. To provide specification/datasheet
  - xvi) Fiber optic (6 sensors), DGA9, PD (for 3 HV only);

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**Transgrid**

**ORDER ACCEPTANCE (O.A)**

We hereby acknowledge receipt the following Purchase Order and confirm the acceptance of the Terms and Conditions as stipulated.

PURCHASE ORDER NO. RFP000000014038-11743\_rev1. (CONT. NO.) : POWER IMPORT PROJECT FOR MALAYSIA LNG  
SDN BHD

Signed as Accepted by:

Name:

Company's Chop:



Date:

2023. 2. 2

KINDLY HIGHLIGHT THE COMMENTS, IF ANY, WITHIN 7 DAYS FROM RECEIPT OF THIS  
P.O. OTHERWISE, THE TERMS AND CONDITIONS ARE DEEMED TO BE ACCEPTED BY  
THE VENDOR / SUBCONTRACTOR.

REMARKS:

clause 4. Scope of Supplier : change xix)...with maximum two(2) mobilization. The total service duration should be no more than 180days in total for 6 units from start of the first colleague's first entry in Malaysia for this project.  
Clause 5. Contract documents : add sentence "where the relevance of transformer will be applicable only."  
Clause 18. Training: add sentence after first sentence. "where the relevance of transformer will be applicable only."

NOTE:-

- A COPY OF THE P.O HAS BEEN EMAIL TO YOUR COMPANY / FIRM IN 31/1/2023.
- A COPY OF THIS O.A TO BE RETURNED TO PURCHASE.

