

**Consignee / Purchaser:****Chevron Global Technology Services Company, a Delaware corporation**

Av. La Estancia, Centro Banaven (Cubo Negro), Torre D, Piso 7, Caracas, 1060, Venezuela

Status:	Sent To Partner
Purchase Order Name:	VEN-PP-PO-ACPP-PPISA2025-563 - Brooks Instruments Rotameters
Purchase Order Number:	0061143505
Order Submitted on:	23/01/2025
Purchase Type:	Non Stock
Payment Terms:	03 - Within 30 days Due net
Supplier Acknowledged on:	
Net Total:	99.030,00 (USD)
Gross Total:	99.030,00 (USD)

AdditionalFields Details	
Expedite/Priority	1-Urgent
PO Destination	.-Ariba Default
Order Suffix code	.
Transportation	R-Road

Supplier:	
Ordering Location:	77552829 :: INTECH INSTRUMENTOS Y EQUIPOS, C.A::Caracas:USD:77552829
Email:	sales@intech-ie.com/ 582126077481

Purchaser Information:	
Requestor Name / Email / Phone number:	Maria Teresa Andres, MariaTeresa.Andres@chevron.com, +582814204140
Ship To:	PP-UPG, COMPLEJO INDUS PETROLERO Y PETROQUIMICO JOSE ANTONIO ANZOATEGUI ENTRE PIRITU Y BARCELONA, PORTON 1 ALMACEN DE MAT DEL MEJORADOR DE PDVSA PP, BARCELONA, AN, Venezuela, 6001
Bill To:	Chevron Global Tech SVC CO, Av La Estancia Edif Centro Banaven Torre D Piso 7 Urb Chuao Caracas RIF. No. J303043259, Caracas, DF, Venezuela, 1060
This order shall be governed by the terms of the Contract agreed to by the parties.	

Material Items												
Line No.	Description	Item Number	Supplier Item Number	Qty	UOM	Required Delivery Date	Requisition Number	Contract Number	Unit Price (USD)	Promised Date	IncoTerm Code	Total (USD)
1	SAP 997276 // ROTAMETER 38 09EZ366 BROOKS. BROOKS INSTRUMENT, DESCRIPCION ROTAMETER, N° DE PARTE FC8945, N° DE PARTE 1350.			1 0 0	E a c h	01/04/2025			10.95 0,00 (USD)	01/04/2025		10.95 0,00 (USD)

AdditionalFields Details												
PO Text				Equipo aprobado tecnicamente: BROOKS Rotameters, Rugged all metal variable area flow meter ideal for a variety of gas liquid and steam applications AREA: AZUFRE Part Number 3809GAD07BABB3H4CCCO Tag-001 28-FI-750 Max Press @ Max Temp 1500 PSIG 103.4 BAR Accuracy 2% -Direct Scale-Gas Meter Material 316L SS Connection Size 1/2-inch Connection Type F-NPT Inlet Down Outlet Up O-Ring Material Viton Valve On Outlet-Viton-Ship Attached Valve Connection Visible Thd FNPT Range 490 - 4900 SCFD Indicator Housing XP STAINLESS Electrical Connection 3/4-in NPT-F Indicator/Alarm/Transmit XMTR 4-20MA – HART, LOI DIGITAL DISPLAY - HART Approvals DIV 1-ZONE 1 XP-IIC-IECEX-CSA Certification (1) [C] NACE & Mat Cert 3.1 TAG Type Stainless International Calibration Certificate (ICC) Certificate of Conformance (Compliance) 2.1 Certificate of Origin								
QA Codes				-								

Material Items												
Line No.	Description	Item Number	Supplier Item Number	Q ty	U OM	Required Delivery Date	Requisition Number	Contract Number	Unit Price (USD)	Promised Date	IncoTerm Code	Total (USD)
2	SAP 997276 // ROTAMETER 38 09EZ366 BROOKS. BROOKS INSTRUMENT, DESCRIPCION ROTAMETER, N° DE PARTE FC894 5, N° DE PARTE 1350.			6 , 0 0	E a c h	01/04/2025			12.67 0,00 (USD)	01/04/2025		76.02 0,00 (USD)

AdditionalFields Details												
PO Text				Equipo aprobado tecnicamente: BROOKS Rotameters, Rugged all metal variable area flow meter ideal for a variety of gas liquid and steam applications AREA: AZUFRE Part Number 3809GAA12CFBB3H4C0C0 Tag-001 28-FI-662 Tag-002 28-FI-663 Tag-003 28-FI-664 Tag-004 28-FI-862 Tag-005 28-FI-863 Tag-006 28-FI-864 Max Press @ Max Temp 148 PSIG 10.2 BAR Accuracy 2% -Direct Scale-Gas Meter Material 316L SS Connection Size 2-inch Connection Type 150# RF Flange Inlet Down Outlet Up O-Ring Material No Valve No Valve Range 24000-240000 SCFD Indicator Housing XP STAINLESS Electrical Connection 3/4-in NPT-F Indicator/Alarm/Transmit XMTR 4-20MA – HART, LOI DIGITAL DISPLAY - HART Approvals DIV 1-ZONE 1 XP-IIC-IECEX-CSA Certification (1) [C] NACE & Mat Cert 3.1 TAG Type Stainless International Calibration Certificate (ICC) Certificate of Conformance (Compliance) 2.1 Certificate of Origin								
QA Codes				-								

Material Items												
Line No.	Description	Item Number	Supplier Item Number	Q ty	U OM	Required Delivery Date	Requisition Number	Contract Number	Unit Price (USD)	Promised Date	IncoTerm Code	Total (USD)
3	SAP 997276 // ROTAMETER 38 09EZ366 BROOKS. BROOKS INSTRUMENT, DESCRIPCION ROTAMETER, N° DE PARTE FC894 5, N° DE PARTE 1350.			1 , 0 0	E a c h	01/04/2025			12.06 0,00 (USD)	01/04/2025		12.06 0,00 (USD)

AdditionalFields Details												
PO Text				Equipo aprobado tecnicamente: BROOKS Armored Rotameters, Rugged all metal variable area flow meter ideal for a variety of gas liquid and steam applications AREA: AZUFRE Part Number 3809GAA12CFBB3H4C0C0 Tag-001 28-FI-666 Max Press @ Max Temp 148 PSIG 10.2 BAR Accuracy 2% -Direct Scale-Gas Meter Material 316L SS Connection Size 1.5-inch Connection Type 150# RF Flange Inlet Down Outlet Up O-Ring Material No Valve No Valve Range 19000 - 190000 SCFD Indicator Housing XP STAINLESS Electrical Connection 3/4-in NPT-F Indicator/Alarm/Transmit XMTR 4-20MA – HART, LOI DIGITAL DISPLAY - HART Approvals DIV 1-ZONE 1 XP-IIC-IECEX-CSA Certification (1) [C] NACE & Mat Cert 3.1 TAG Type Stainless International Calibration Certificate (ICC) Certificate of Conformance (Compliance) 2.1 Certificate of Origin								
QA Codes				-								

Additional Terms and Conditions

Supplier, by either performing the Services requested or supplying the goods ordered, accepts Companys order and agrees to perform in accordance with the terms and conditions of the Contract referenced herein.

Buyer Contact Details:Maria Teresa Andres Telephone Number: / +582814204140 (MariaTeresa.Andres@chevron.com)

MODEL 103 TERMS AND CONDITIONS FOR ELECTRONIC ORDERS - VENEZUELA

These terms and conditions (“**Terms**”) govern the provision of products and/or services (“**Work**”) requested in the applicable order (“**Order**”). The Terms and the Order comprise the “**Contract**.” “**Company Group**” means Company, its Affiliates, Petroboscan, S.A., Petropiar, S.A., Petroindependencia, S.A., Petroindependiente S.A., its joint interest owners, and each of their respective directors, officers, and employees, and does not include Company’s contractors and subcontractors. “**Contractor Group**” means Contractor, its Affiliates, their subcontractors, and each of their respective directors, officers, and employees, and any person acting on their behalf. “**Affiliate**” means any legal entity which, directly or indirectly, controls, is controlled by, or is under common control with, another legal entity. Any existing master agreement in force between the parties (whether identified in the Order or otherwise) governing the subject matter of the Order will apply and take precedence over these Terms.

1. **ACCEPTANCE AND COMPLETE AGREEMENT.** Contractor’s acceptance of the Contract is deemed to occur on the earlier of: (A) Contractor’s commencement of the Work; or (B) when Contractor clicks ‘acknowledge’ in the electronic procurement system, by which Contractor is acknowledging, agreeing, and accepting the obligations set forth in the Order. The parties agree that the Contract is deemed executed and enforceable without signatures of the parties. The Contract is a complete and exclusive statement of the terms and conditions of the agreement between Company and Contractor.
2. **TERM AND TERMINATION.** The Contract is effective on the date the Order is issued and terminates on the completion date of the Work specified in the Order. Company may terminate the Contract or reduce the Work by giving 15 days’ notice. Upon receipt of such notice, Contractor shall discontinue performance and take all measures to mitigate the costs of termination. All provisions in the Contract will survive completion or termination, other than Contractor’s obligation to perform Work that is not remedial performance of the Work.
3. **PERFORMANCE.** Contractor shall perform the Work in a good and workmanlike manner, in accordance with generally accepted industry practices, and in compliance with the Contract, applicable laws, and Company’s standards that Company notifies to Contractor. Contractor shall perform the Work in a timely manner as set out in the Contract. If any part of the Work does not comply with the Contract, then at Company’s request and without prejudice to Company’s other rights and remedies, Contractor shall promptly re-perform the non-conforming Work to comply with the Contract.
4. **PRODUCTS.**
 1. All products must be: (A) fit for the purpose; (B) of merchantable quality and new (unless otherwise specified in the Contract); and (C) free from defects in design, workmanship, and performance.
 2. Subject to this Section, products will be delivered CFR, DAP, DPU, DDP, Ex Works, FCA, or FOB delivery point (as specified in the Order) per Incoterms 2020. Title to each product must be delivered free of any liens or other Claims. For DAP, DPU, DDP, and Ex Works deliveries, title will pass to Company at the delivery point specified in the Order. Ex Works deliveries are permitted only if the shipping point and the delivery point are in the same jurisdiction where products will be used by Company. For CFR, FCA, and FOB deliveries: (A) delivery will only occur after completion of all manufacture, modification, and testing by Contractor Group; (B) for cross-border sales, title will pass to Company immediately after the products have departed the territorial land, seas, or overlying airspace of the country of export; (C) for sales other than cross-border, title will pass to Company at the title transfer point specified in the Order; and (D) if shipping country is the United States (“U.S.”) (whether cross-border or within the U.S.), delivery must be made to a common carrier or freight forwarder with instructions to deliver the products to a specific location outside of the state of shipment. All products must be delivered to Company on or before the date specified in the Order. Contractor must appropriately package any products for shipment and shall promptly notify Company of any recalls or safety alerts.
5. **WARRANTY.**
 1. Contractor warrants to Company that all Work will meet the requirements of Sections 3 and 4. If Contractor fails to provide any Work as warranted, Company shall notify Contractor no later than 30 days after expiration of the Warranty Period. “**Warranty Period**” means 12 months after the Work is first put into operational use. At Company’s option, Contractor shall (A) repair or replace a non-conforming product (including the removal of non-conforming product from Company’s premises upon replacement) or re-perform services at Contractor’s sole cost and expense, to Company’s satisfaction, using the fastest means available to minimize Company’s loss of use of the products or services, or (B) refund or credit Company that portion of the compensation that is attributable to the non-conforming product or service.
 2. Contractor shall pay all reasonable costs incurred in retrieving and removing from Company’s property any non-conforming product and reinstalling a conforming product. The Warranty Period will be extended by 12 months for all repaired or replaced products or re-performed services. If Contractor fails to perform the remedial action in a timely manner, Company may perform or have others perform corrective work at Contractor’s expense. Contractor shall assign to Company all warranties for the products and components. The warranties set out in this Section do not apply to the extent Contractor

demonstrates to Company's satisfaction that the non-conformity resulted from improper use by Company or others acting on Company's behalf.

6. **INVOICES.** Contractor shall submit an invoice for Work performed. Contractor's invoice must include the amount due, description of the Work, separately state the amount due for the products (including description, unit cost, and quantity) and the amount due for services (including description and calculation), and any other information required in the Order or the Contract. The invoice must include Contractor's tax registration number and any sales, value added, or other taxes Contractor proposes to collect or for which it will seek reimbursement from Company. Company shall pay undisputed invoice amounts within 30 days after receiving an invoice. Contractor waives all Claims for payment of Work under the Contract if Contractor fails to provide an invoice to Company that is in compliance with the terms of the Contract within 180 days of the completion of the services or the delivery of the products. If Contractor fails to comply with any obligation of this Order, Company may withhold payment of any outstanding invoice until Contractor is in full compliance. Company shall give Contractor notice of the withholding and the basis for withholding within a reasonable timeframe. Additionally, Company may withhold, offset, recoup, or recover against undisputed amounts due under this Order any financial obligation that Contractor Group members owe to Company or a Company Affiliate under any agreement.

7. **TAXES.**

1. Company shall reimburse Contractor for, or if Company notifies Contractor, Company will directly remit to tax authorities any sales tax, use tax, value added tax, or goods and services tax. Company will not reimburse or be responsible for any other taxes, including withholding taxes or any subcontractor taxes (including sales tax, use tax, value added tax, or goods and services tax). Contractor shall cooperate fully with Company to provide any requested documentation, provide reasonable opportunity to protest an assessment, and reduce the amount of applicable taxes due.
2. In order to fulfill the Social Responsibility Commitment established by Venezuelan laws and regulations, Company will retain from Contractor an amount equivalent to three percent (3%) of the invoiced amount.

The Social Responsibility contribution equivalent to three percent (3%) of the total amount of the Contract will be retained proportionally by Company at the time of payment of each of the invoices issued by the Contractor for goods and/or services rendered under the Contract.

This section will not be applicable to entities or activities that are excluded from fulfilling the Social Responsibility Commitment, as established by Venezuelan laws and regulations.

8. **INSURANCE.** Contractor shall maintain all insurances required by applicable laws, and any third-party liability insurance maintained by Contractor must include Company Group as an additional insured. The insurance coverages and limits maintained by Contractor will not limit Contractor's indemnity obligations under the Contract.

9. **COMPLIANCE, RECORDS, AND INSPECTIONS.**

1. No Contractor Group member will in connection with the Contract: (A) enter into any business arrangement with any representative of Company or any of its Affiliates without Company's prior written consent, or (B) give to or receive from any representative of Company or any of its Affiliates anything that is more than a nominal cost or value.
2. No Contractor Group member may offer, promise, give anything of value, or otherwise inappropriately influence an act or decision in connection with, the Contract. Contractor shall comply with all applicable laws and regulations when performing Work under the Contract, including trade sanctions regulations and data protection laws. Contractor represents and warrants that neither it nor any Contractor Group member performing Work are subject to economic sanctions or any trade restrictions imposed by the U.S. government or any other applicable jurisdiction ("Restricted Parties"). Upon learning that Contractor or a Contractor Group member is a Restricted Party, Contractor shall promptly, and in no event later than 90 days, notify Company. Company may terminate this Order with immediate effect upon giving notice to Contractor if Contractor or a Contractor Group member is or becomes a Restricted Party. During the term of the Contract and for 24 months from the end of the calendar year in which the Contract is completed or terminates, Contractor shall ensure that Contractor Group members retain all records related to the Contract (or until expiry of the statute of limitations for taxes or import or export charges) and Company may inspect, at no cost to Company and at any time, all records to confirm compliance with the Contract.
3. All Work performed under the Contract shall be in compliance of General License 41 (Venezuela) issued by the U.S. Office of Foreign Assets Control, any applicable U.S. export control regulations, as well as any applicable Venezuela Customs and import regulations.

10. **ASSIGNMENT BY COMPANY.** If restrictions under any Applicable Law (as is the case of the Office of Foreign Asset Control (OFAC) or other government sanctions programs applicable to the Company and its Affiliates, or the Contractor and its Affiliates) prohibit or limit the performance of the Company or the Contractor Affiliate under this Contract in any manner, Company may assign its rights or delegate its obligations under the Contract to any member of the Company Group.

To the extent permitted by the Applicable Law and regulations applicable to the Company, Company may assign its rights or delegate its obligations under the Contract to any of the Company Group's entities, without the prior written consent of Contractor.

Contractor may not assign its rights or delegate its obligations under the Contract without the prior written consent of Company.

11. **ORIGIN AND IMPORT AND EXPORT MATTERS.** Contractor shall provide documentation evidencing the country of origin of products. Contractor shall not supply any product that is subject to United States (“U.S.”) or European Union (“E.U.”) trade sanctions. Contractor is responsible for all import and export formalities in accordance with the designated Incoterm in the Order, including procuring applicable government authorizations. Contractor is responsible for all import and export charges and any other lawfully payable charge related to the import and export of products in accordance with the designated Incoterm. Contractor shall take all actions necessary to ensure that import and export exemptions for products are obtained, and Contractor must comply with such exemptions. If products are eligible for preferential duty treatment, Contractor shall provide free trade agreement certificates of origin to Company within 7 days of shipment. If any product is ineligible for preferential duty treatment, Contractor shall notify Company within 30 days of this determination. Upon or prior to delivery, Contractor shall provide Company with export control classification information for the products and shall further identify any restrictions, prohibitions, or export licensing requirements for the export destination(s) identified in the Contract or Order. Contractor is responsible for importing and exporting all Contractor equipment and products that Contractor requires to perform the Work, including exporting any Contractor equipment when no longer needed to perform the Work. Contractor shall obtain all necessary permits, licenses, authorizations, and clearances for the import and export of Contractor equipment and products. All import and export costs (including any temporary import bonds) shall be provided and paid at Contractor’s sole cost.
12. **CLAIMS, LIABILITIES, INDEMNITIES, AND LIMITATIONS.**
1. **PROPERTY AND PERSONNEL.** Contractor indemnifies and releases Company Group against Claims, regardless of cause, arising out of the Contract related to personal injury, illness, disease, or death, and damage or loss of property of Contractor Group. Except for Company Group’s portion of negligence, Contractor indemnifies and releases Company Group against Claims arising out of the Contract related to personal injury, illness, disease, or death, and damage or loss of property of Company Group or any third party. “Claim” means any claim, liability, loss, demand, damage, cost, lien, encumbrance, proceeding, cause of action, obligation, requirement, penalty, fine, interest and award, whether arising by law, contract, tort (including negligence), voluntary settlement, or in any other manner.
 2. **OTHER INDEMNITIES.** Contractor indemnifies and releases Company Group against Claims, regardless of cause, arising out of the Contract for: (A) infringement of intellectual property rights relating to the Work; (B) violation of Section 9; (C) breach of applicable law; (D) Contractor Group’s taxes or tax or import and export obligations; (E) pollution or environmental hazards originating from Contractor Group’s property, and (F) employment-related Claims brought by any Contractor Group member.
 3. **LIMITATION ON CLASSES OF DAMAGES.** Company and Contractor mutually waive and release Claims for indirect, special, or consequential damage, including lost profits and punitive or exemplary damages. The limitations in this Section only apply to damages or losses suffered by a member of Company Group or Contractor Group. The limitations in this Section do not apply to Contractor’s breach of its confidentiality obligations.
 4. **INDEMNITIES REGARDLESS OF CAUSE; EXCLUSION FOR SOLE NEGLIGENCE OR WILLFUL MISCONDUCT.** The waiver, release, indemnity, defense, and hold harmless obligations in the Contract apply to Claims arising out of the Contract and apply regardless of cause, i.e., regardless of the active, passive, contributory, or concurrent negligence, or breach of duty (whether statutory or otherwise) fault, or strict liability of any person released or indemnified, and applies regardless of any claim in tort, under contract, or otherwise at law, except for a Claim (other than Claims covered by Section 11.3) resulting from the sole negligence or willful misconduct of the indemnified party.
 5. **DEFENSE OF CLAIMS.** When Contractor indemnifies Company Group against Claims, Contractor shall defend and hold Company Group harmless against those Claims and against all reasonable costs, expenses, and fees (including attorneys’ fees) incurred by Company Group in defending those Claims, and any tax imposed on Company Group as a consequence of receiving payment under Section 11.
13. **COMPANY INFORMATION.** “Company Information” includes all information disclosed to Contractor Group by Company, including derivatives and analyses created by Contractor Group, and any deliverables specified in an Order. All rights in Company Information are the exclusive property of Company. Contractor Group shall treat Company Information as confidential and shall not disclose it to any other person without the prior written consent of Company. Contractor shall use Company Information solely for the purpose intended by the Contract and will destroy or return such information as reasonably requested by Company. Contractor will comply with all laws and reasonable requests of Company pertaining to personal data disclosed by Company. Company owns all intellectual property rights and all other property or rights in relation to Company Information. Contractor grants Company and its Affiliates an irrevocable, royalty-free, worldwide right, and license, with the right to sublicense, to use Contractor’s background technology to allow Company Group to use results and deliverables provided as part of the Work.
14. **NO PROCESSING OF PERSONAL DATA.** Company and Contractor agree that it is anticipated that no personal data will be processed by Contractor on behalf of Company under or as a result of the Contract (other than as contained within the terms of the Contract). If Contractor begins to process personal data on behalf of Company, Contractor will immediately notify Company and the parties will incorporate appropriate data protection provisions into the Contract.

15. **GOVERNING LAW AND RESOLUTION OF DISPUTES.** The Contract is governed and interpreted under the laws of England and Wales, without regard to its choice of law rules. If a dispute arising out of or in connection with this Contract, including any question regarding its existence, validity, or termination, is not resolved by direct negotiations within 30 days after a party gives written notice of the dispute, it may be referred by either party to arbitration proceedings and finally resolved by one arbitrator, in English, in accordance with the United Nations Commission on International Trade Law (“UNCITRAL”) Arbitration Rules which are deemed to be incorporated by reference into this Section. The appointing authority is the International Center for Dispute Resolution. The seat of arbitration will be London, England. Proceedings to preserve property or seek injunctive relief or enforce an award may be brought in any court of competent jurisdiction.
16. **GENERAL PROVISIONS.**
1. All notices must be in writing and delivered by mail, email, or by a recognized courier service to the appropriate party’s address set out in the Order. Email notices must clearly state that it is notice given under the Contract. Notices are effective when received by the recipient during the recipient’s regular business hours. The parties expressly agree that any “click through” or other similar terms that a user may be required to agree to in order to access Work or Contractor’s applications, websites, or software and any terms which Contractor purports to apply to any Order, confirmation of order, specification, invoice, or other document, are void and of no effect. Each provision of the Contract is severable, and any determination of invalidity does not affect any other provision. Contractor may not issue any public announcement or use Company Group names or trademarks without obtaining Company’s prior written consent.
 2. With the purpose to protect the health and safety of the personnel rendering services for the Mixed Companies Petroboscan, S.A., Petropiar, S.A., Petroindependencia, S.A., and Petroindependiente, S.A. (collectively referred as “the Mixed Companies”), during the period beginning on the Effective Date and ending on the date of the Contract termination in accordance with the terms and conditions of the Contract, the Contractor shall not solicit, recruit or hire any employee who is actively rendering services under the Mixed Companies’ payroll or assigned to the Mixed Companies by any of its Affiliates. The provisions of this Section shall not prevent the Contractor from making a general solicitation for employment that are not specifically targeted at the Mixed Companies Employees.