

# Orden de Compra



Número de Orden de Compra: 5200087974

Fecha de Creación: 27.09.2021

Su Referencia:

Número del Proveedor: 30009107

Nombre del Proveedor: FIRE ADVERTAINMENT S.A.S.

Domicilio Fiscal:

TRANSVERSAL 22 98-82 PISO 9, BOGOTA, Colombia  
110110

Domicilio de Embarque:

TRANSVERSAL 22 98-82 PISO 9, BOGOTA, Colombia  
110110

Identificación Fiscal: 900108545

Persona de Contacto(Del Proveedor): FIRE ADVERTAINMENT  
S.A.S.

Teléfono: 5717449557

Correo Electrónico(Proveedor):

RAQUEL.GOMEZ@FCBANDFIRE.COM

Términos de Pago: Z600 dentro de los 60 días

Condiciones de Embarque: DAP PUERTO RICO

Tipo de Cambio: 1.00000

Entidad Legal(Razón Social): Clorox Commercial  
Company

Domicilio Fiscal: Torre Chardon, 350 Chardon Ave.,  
Suite 115, San Juan, Puerto Rico  
00918

Número de Identificación Fiscal: 0008056-0013

Domicilio de Recepción:

Comercial Plant - Puerto Rico  
Carr #1 Km.27.1 Ramal 798 Sctr La Cha.Bo, Rio  
Cañas, Caguas, Puerto Rico  
00725

Nombre del Comprador:

Teléfono:

Correo Electrónico(Clorox): Hector.Ponce@clorox.com

## Texto de la Orden de Compra:

Número Línea	Descripción	Cantidad	Unidad Medida	Unidad Precio	Moneda	por	Unidad Orden	Precio Neto	Fecha Entrega
10	NW AGENCY FCB FEE FY22 ANUAL PR	1	UP	2,366.00	USD	1	UP	2,366.00	31.07.2022
<b>Texto del Renglón:</b>									
		<b>Descripción Servicio</b>	<b>Cantidad</b>	<b>Unidad Medida</b>	<b>Unidad Precio</b>	<b>Moneda</b>	<b>Precio Neto</b>		
		NW AGENCY FCB FEE FY22 ANUAL PR	2,366	C/U	1.00	USD	2,366.00		
<b>Este importe no incluye impuestos</b>						<b>Gran Total</b>	2,366.00		

Firma:

The Clorox Company  
Purchase Order Contract  
Terms and Conditions

1. **Acceptance of Order by Seller.** For purposes of this order, The Clorox Company is the "Buyer" and the term "Seller" will be used to refer to any party which, by means of this order, contracts with Buyer to provide goods or services. This order will become a binding contract between Buyer and Seller when any of the following occurs: (1) a formal written acknowledgment is received by Buyer from Seller of the receipt of this order; (2) the delivery or tender of delivery by Seller of all or any portion of goods or services covered by this order; or (3) Buyer accepts the proposal and/or quotation for the goods offered by Seller to Buyer by means of this order (hereinafter collectively referred as the "Order"). Acceptance of this Order may only be on the terms stated herein, except as otherwise specifically authorized in writing by Buyer. Except as provided herein, it is a condition of this Order that any unauthorized modification by Seller of the terms and conditions herein contained shall have no force or effect and Seller hereby agrees that any such provisions or modifications shall not constitute a part of this Order.
2. **Seller's Quotations or Proposals.** Buyer reserves the right to accept or reject Seller's quotation and/or proposal, or any of the terms and conditions in such quotation and/or proposal. Any terms and conditions in such quotation and/or proposal which are in addition to or inconsistent with the terms and conditions in this Order are excluded from the same.
3. **Inspection.** All shipments of goods covered by this Order shall be subject to inspection and acceptance or rejection by Buyer at any time after delivery of the goods. Payment by Buyer shall not, by itself, constitute acceptance of goods.
4. **Rejection of Goods; Defective Goods.** Rejected goods shall be held at the destination by Buyer at Seller's cost and risk, provided that Buyer shall notify Seller of such rejection. Goods rejected as not conforming to this Order shall be returned at Seller's expense, including transportation and handling costs. Buyer may require Seller to replace any goods which Buyer is entitled to reject hereunder or to grant a full refund or credit to Buyer in lieu thereof. Seller shall bear all risk after notice of rejection, and Seller will, if requested to do so by Buyer, at Seller's expense, promptly replace such goods, in whole or in part, thereof which are defective. If Seller is unable or refuses to promptly replace such goods, Buyer may replace such goods through other sources and charge Seller the cost incurred by Buyer.
5. **Cancellations.** Buyer shall have the right to cancel any goods or services ordered under this Order, in whole or in part, for any reason at any time by written notice. This paragraph shall not limit any legal rights of Buyer to cancel this Order by reason of Seller's default and Buyer further reserves the right to cancel this Order in whole or in part without further liability to goods or services not accepted by Buyer.
6. **Delays in the Delivery of Goods.** For purposes of this Order, time shall be considered to be of the essence and acceptance of all or any part of the goods ordered hereunder shall not constitute a waiver of claims which Buyer may have for delay in delivery of goods contracted herein. If Seller at any time has reason to believe that deliveries of goods will not be made at the times specified herein, Seller shall immediately notify Buyer in writing of the cause of such delay or anticipated delay and the new estimated delivery date.
7. **Insolvency.** If Seller ceases to conduct its operation in the normal course of business, including inability to meet its obligations as they become due, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, or a receiver for Seller is appointed or applies for, or an assignment for the benefit of creditors is made by the Seller, Buyer may terminate this Order without liability, except for deliveries previously made or for goods or services covered by this Order then completed and subsequently delivered in accordance with the terms of this Order.
8. **Transportation Risk of Loss, Title Passage.** Seller is obligated to deliver goods ordered hereunder to Buyer's facility. If freight is prepaid and to be added to the invoice, copy of the freight bill must be attached to the invoice. The Seller should use the routing specified. Otherwise, any extra expense will be charged to the Seller. If routing is not specified, Seller should ship the goods by the least expensive means. The risk of loss in transit lies with Seller, title and risk of loss passes to Buyer only upon delivery at Buyer's plant and acceptance of the goods by Buyer.
9. **Changes.** The Buyer shall have the right by written notice, to the assignees or sureties, if any, to make changes to this Order. The Seller agrees to comply with such notices. If the changes in such notice cause a material increase or decrease in Seller's cost or in the time for delivery of the goods, equitable adjustment in the price and/or in the time for delivery will be made and this Order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by Seller within a reasonable time after the change is ordered. Under no circumstances will the prices agreed upon by the parties under this Order be increased without Buyer's prior written consent.
10. **Substitutions; Extra Charges.** No substitutions of goods may be made without written permission from Buyer. No charges for extras will be allowed unless the same have been ordered in writing by Buyer and the price is agreed upon as specified in paragraph herein.
11. **Patents.** If any goods or materials furnished by Seller become the subject matter of a claim or infringement and/or patent litigation and its use is enjoined by Buyer, Seller shall, at its option and its own expenses, either (i) procure for the Buyer the right to continue using said material or good(s) or part thereof; or (ii) replace it with non infringing material or article(s), or (iii) remove it and refund the purchase price and the transportation and installation costs thereof.
12. **Equipment or Machinery.** If the goods purchased is equipment or machinery, Seller grants to Buyer a royalty-free, non-exclusive irrevocable license to (i) use, repair, have repaired or sell such equipment or machinery and (ii) use all drawings, designs, specifications and data furnished to Buyer by Seller to effect such use, repair or sale of the equipment or machinery.
13. **Compliance with Laws.** The Seller shall comply at all times with, and give all stipulations and representations required by all applicable executive orders, federal, state, municipal and local laws and rules, orders and requirements and regulations there under, and Seller shall save harmless Buyer from all suits, claims, loss or damage arising out of Seller's acts thereof based on any of these. Seller shall obtain and will maintain in affect all permits, licenses and other documentation required now and hereafter in order to comply with all governmental laws, ordinances, orders, rules, regulations and actions. All equal opportunity and affirmative action clauses are hereby incorporated by reference. The Seller will, at its expense, execute and furnish Buyer with appropriate written certificates of compliance with such laws, rules, regulations, orders and ordinances.
14. **Warranty.** Seller expressly warrants to Buyer:
  - (a) that the goods will conform to the specifications, drawings, samples or other descriptions specified by Buyer, or if none is so specified, to Seller's standard specifications for such goods, will be new unless specified to the contrary on the face hereof, shall be of excellent quality and safe for human use, free from any security interest or other lien or encumbrance, defect in material or workmanship, whether apparent or hidden, shall be suitable for the purposes intended whether express or reasonably implied, and will conform to any affirmation of fact made on the container and label.
  - (b) that the goods furnished under this Order will be adequately contained, packaged, marked, labeled, manufactured and tested in compliance with all applicable federal and state laws, rules, regulations, orders and ordinances from time to time in effect.
  - (c) that it has good and marketable title to the goods.
  - (d) that it has the requisite experience, knowledge and expertise, suitable facilities and qualified personnel and legal right to manufacture and sell the goods hereunder in a sound, safe, lawful and workmanlike manner.
  - (e) that it knows and understands the potential health, safety and/or environmental considerations associated with the subject goods and any potential toxic nature of the goods and all waste that may be generated there from. Seller agrees to inform Buyer in writing of any toxic or otherwise hazardous property related to the goods which becomes known to the Seller subsequent to the date of delivery of the goods. Seller shall forward two (2) copies of Material Safety Data Sheets, when applicable, disclosing all of the following information with regard to the Product: (1) the chemical identity; (2) the regulatory information; (3) the physical characteristics; (4) the physical and health hazards; (5) the emergency first aid; (6) the permissible exposure limit; (7) the precautions for use and safe handling; (8) the spill, leak and disposal procedures; and (9) the protective equipment. Seller fully understands and agrees that Buyer shall rely completely on the information so disclosed and use the same to advise its employees and agents as to the nature of the Product and as to the precautions and/or safety measures that must be observed when handling the Product.

15. Taxes. The Seller shall be responsible for the filing of any applicable tax returns and the payment of their respective property, excise, municipal license and income taxes arising under this Order and of any and all taxes applicable to the revenues, or fees received by the Seller as a result of this Order.

16. Invoicing. Invoices shall be paid within thirty (35) days of receipt of invoice. Seller shall invoice Buyer by the tenth (10th) day of each calendar month for goods or service received by Buyer at Buyer's location during the preceding calendar month. All such invoices shall provide a complete breakdown of charges invoiced for the goods and any taxes and/or freight to be paid by Buyer. The cost of goods or service shall be as presented on accepted purchase order. If difference is noted by buyer on sellers invoice + /- 10% up to \$100 difference whichever is less will be paid. The Order numbers shall be placed on all invoices, tags, boxes, crates and shipping papers.

17. Hold Harmless Agreement.

(a) Seller shall, to the fullest extent permitted by law, indemnify and hold Buyer, its present, past and future directors and employees, agents and other representatives, and its customers harmless from liability, loss, or expense (including attorneys fees and court costs) by reason of: (i) bodily injury, death or property damage liability; (ii) any claim arising out of any alleged infringement of patent, trademark, or copyright on the products hereby ordered, or any part thereof, or any advertising copy or material related hereto; (iii) any actual or alleged unfit or unsafe conditions involving the Seller's products; or (iv) any costs arising out of any recall or replacement, including, but not limited to labor costs incurred by Buyer or its customers in removing/replacing the defective products, and/or returning original products to the Seller, and/or installing replacements, and which liability, loss damage or expense is not directly brought about by Buyer's own gross negligence in the mishandling of the goods.

(b) Seller shall, at its own expense, carry and maintain in force at all times immediately preceding and after this sale, product liability insurance with an insurer duly authorized to do business in the Commonwealth of Puerto Rico with broad vendor's coverage on behalf of Buyer and contractual liability coverage as relates to this Order. Seller shall provide Buyer with a written certificate of such liability insurance and upon expiration of such certificate, a similarly worded renewal certificate upon request from Buyer.

18. Waiver by Buyer. Any waiver of strict compliance with any of the terms and conditions of this Order by Buyer must be in writing and signed by Buyer, and any such waiver shall not constitute a waiver of Buyer's rights under any other provision of this Order or a waiver of Buyer's rights to strict compliance with any of the terms and conditions of this Order thereafter. Waiver by Buyer of any breach shall not be held to constitute to be a waiver for any later breach.

19. Buyer's Rights Commutative. The rights and remedies of Buyer under this Order are cumulative and not exclusive of any rights or remedies to which Buyer is entitled by law. The exercise by Buyer of any right or remedy under this Order or under applicable law will not preclude Buyer from exercising any other right or remedy under this Order or to which Buyer is entitled by law.

20. Severability. The invalidity or unenforceability of any provision of this Order under any present or future law, rule, regulation or ordinance will not affect any other provision of this Order, and the remaining provisions of this Order shall continue with the same force and effect as if such invalid or unenforceable provision had not been inserted in this Order. In case a conflict may arise between the terms and conditions of this Order and any enclosure or attachment hereto, the terms and conditions of this Order shall prevail, unless otherwise specified in writing by the Buyer.

21. Force Majeure. In the event of war, flood, strike, labor trouble, accident, riot, act of government authority, acts of God or contingencies beyond the reasonable control of either party hereto interfering with the production, transportation or consumption of the goods covered hereby, or with the supply of any raw material used in connection therewith, neither party shall be liable to the other and this Order shall remain unaffected except the Buyer at its option may elect either to have the quantities so affected eliminated without liability or to extend the period for delivery of the quantities so affected by a period equal to the period any such cause and effects thereof persist.

22. Assignment. Neither this Order nor any rights or obligations hereunder are assignable or transferable by Buyer or Seller, in whole or in part, except with the prior written consent of the other party hereto and any assignment or transfer without such prior consent shall be void.

23. Entire Agreement. Except when issued to carry out part of another written contract between the parties, this Order and any specifications, drawings, samples or other description of goods specified by Buyer pursuant to Section 1(a) above constitutes the entire agreement of sale and purchase of goods and is expressly limited to and made conditional upon the acceptance of all terms and conditions. Any additional or different terms and conditions contained in any prior quotation or that may be contained in any acknowledgment of this Order shall be deemed objected to by Buyer without further notice of objection and shall be of no effect nor under any circumstances be binding upon Buyer. Seller shall be deemed to have assented to all terms and conditions hereof if any of the goods are shipped to Buyer.

24. Amendment; Termination. No modification or termination of this Order shall be binding upon the Buyer unless it is in writing and is signed by the Buyer. Modifications and termination may be effected by facsimile or electronic exchanges.

25. Confidentiality. Any information provided by the Buyer to the Seller pursuant to this Order shall be used by the Seller only in furtherance of the interest of the Buyer and, subject to disclosures required by applicable law, the Seller shall maintain the confidentiality of such information at all times.

26. Governing Law. This Order and its attachments, if any, shall be governed by the laws of the Commonwealth of Puerto Rico; having jurisdiction in the San Juan, Superior Court; and for the purpose of such legal action or proceeding, Seller hereby submits to the nonexclusive jurisdiction of such courts.

27. Anti-Corruption and Anti-Money Laundering Provisions  
In performing its obligations under this [Agreement/Contract/Purchase Order], [Business Partner/Supplier/Vendor] and its officers, directors, employees, agents and representatives agree that they will not:

a) directly or indirectly, offer, give, make, promise, pay or authorize the payment of any money, gift, or anything of value to any person that is an officer or employee of any government, or an officer or employee of any department, agency or instrumentality thereof, or of any public international organization, or any person acting in an official capacity on behalf of such government, department, agency or instrumentality thereof, or any candidate for or appointee to a political or government office, or to any political party; or

b) receive, transfer, retain, use or hide the proceeds of any criminal activity whatsoever, or employ or otherwise conduct business with a "designated person," namely a person or entity that appears on any list issued by the United States or the United Nations as being involved in money laundering, terrorism, or drug trafficking, or as having violated economic or arms embargoes.

28. Noise emission at 3 ft from any system component provided by Seller shall not exceed 85dBA. If Seller supplied equipment has greater than 85dBA limit, Seller will notify Buyer and make recommendations and quote suitable enclosures and/or noise abatement devices to bring the equipment into compliance with 29 CFR 1910.95 eight (8) hour exposure limits.

29. Seller shall comply with Equal Employment Opportunity Clause in 41 CFR 60-1.4 section 202 of Executive Order 11246 as amended, 41 CFR 60-300.5(A), and 41 CFR 60-741.5(A). This regulations prohibits discrimination against qualified Minorities, Females, Protected Veterans and Workers with Disabilities, and requires Affirmative Action by covered prime contractors and subcontractors to employ and advance in employment qualified protected individuals. For additional information, please contact the Office of Federal Contract Compliance Program (OFCCP)."