



ul. Innowacyjna 1, 42-520 Dąbrowa Górnicza, Poland
<http://global.skbiok.com>
 TEL)+82 2-2121-5432 FAX) EMAIL: smins@sk.com

PURCHASE ORDER

Date : 2021-12-15

P.O.No.: 4290002404

Amend: 0 (2022-01-14)

Our order number must appear on all correspondence and documents.

PURCHASE ORDER

IMPORTANT: This order is subject to the provisions contained in the terms and conditions and requisition documents when attached hereto.

SHIPPING MARK

SK hi-tech battery materials
 Poland Sp. Z o.o. Co.,Ltd.

P.O.No :

Destination :

Package No :

SFA ENGINEERING CO.,LTD.		Through (or CC.) :
TO :	38, Yeongcheon-ro, Hwaseong-si, Gyeonggi-do SFA ENGINEERING CO.,LTD.	
PHONE :	031-379-7512	FAX : 031-379-1769
PAYMENT :	T/T	SHIPPING TERMS : FOB Korea Port/SKIET Poland PH3,4 Factory
DESTINATION :	GDYNIA	
OTHER CHARGE AMOUNT :	KRW 0	
DELAY PENALTY :	0.15%	Allowance : 0%

L/N	Code No.	Description	Chemical check	Unit	UnitPrice
ABC	Delivery Date			Quantity	Amount
1	JM00002656	(RFQ)	N1	SET	49,168,000,000
	2022-11-30			1	49,168,000,000
2	JM00002656	RFQ) , Aging Oven (N1	SET	3,632,000,000
	2022-11-30			1	3,632,000,000
Other Charge				KRW	0
Total		FOB Korea Port/SKIET Poland PH3,4 Factory			52,800,000,000

FREIGHT FORWARDER :

PNS NETWORKS POLAND SP. Z O.O.
 Ul. Stanisława Moniuszki 7 40-005 Katowice
 48500131281

1. The following documents are integral parts of this Purchase Order.

- Attached Quotation
- RFQ
- Attached SK's General Terms and Conditions

This document is e-signed using the effective certificate that is permitted by public authority in perspective of the related law, E-Signature Law (E-Signature Law the 3rd Article, 1st and 2nd clause, Fundamentals of E-trade Law the 6th, 7th and 18th Article)



- SKHBMP's Requisition for Quotation

2. Each party shall keep all the provided information.

All financial, technical, commercial or other information (including but not limited to proprietary manufacturing processes, process streams, products and/or equipment) concerning the business and affairs of Seller or SK.

3. Payment Terms

- 1) 30% of the Contract value as a down payment by T/T against invoice and advanced bond(same amount) valid up delivery date
- 2) 20% of the Contract value as a progress payment by T/T against shipping documents (B/L, invoice, packing list)
- 3) 20% of the Contract value as a progress payment by T/T after installation
- 4) 15% of the Contract value as a progress payment by T/T after completion of SAT(Site Acceptance Test)*
- 5) 15% of the Contract value by T/T after achievement of stabilization target* against 10% of Warranty Bond valid up to 1 year from test-run
 - #5) payment must be made after the conditions of item #4 are completed

* SAT and Stabilization Target follow the criteria specified in RFQ.

- If a precondition for payment is not achieved, the payment will be delayed until the condition of achievement is met.

4. Guarantee & Penalty

- 1) Seller shall be liable for any and all damages arising from Seller's breach of its obligations, including but not limited to any special, indirect or consequential damages.
- 2) In case of any damages to SK's product (including, but not limited to, fall from automatic logistics facilities, dents or scratches, overheating) due to any commercially abnormal operation of the automatic logistics facilities after completion of SAT or initiation of SK's mass production, whichever comes earlier, SK may recover from Seller an amount of product loss ('Loss Amount ') as a result of the damages to the products.
 - (a) The Loss Amount shall be calculated by multiplying unit price of SK's product by quantity of the damaged SK's products.
 - (b)The payment method of the Loss Amount shall be determined by negotiation between SK and Seller, among (i) direct payment of Loss Amount, (ii) supply of spare parts that corresponds to Loss Amount, or (iii) local A/S that corresponds to Loss Amount.
- 3) In the event of Seller's nonconformity of required specification in RFQ for OHT handling volume during SAT resulting in commercially abnormal operation of SK's mass production (including, but not limited to, cessation of mass production or fall in production rate), Seller shall pay SK an amount of 0.15% of the total purchase order amount per day as a penalty (wi-yak-bul in Korean), where the maximum penalty may not exceed 10% of the total purchase order amount.
 - (a) The parties acknowledge and agree that the penalty hereunder



represents a fair and reasonable amount of the penalty and not an estimation of actual damages or liquidated damages (son-hae-bae-sang-eg-eu-ye-jung in Korean within the meaning of Article 398 of the Korean Civil Code) under the Laws.

(b)Notwithstanding the foregoing, the parties agree that payment of foregoing penalty does not limit Seller's liability for any damages caused by Seller's breach under this PO and/or the GTC.

4) Within 30 days from the PO issue date, the Seller shall provide the Performance Bond, as a security for the performance of its obligations in respect of and during the Contract Period.
The Performance Bond shall be in an amount of 10% (10 percent) of contract value and shall remain valid and enforceable until the contract period.

5. Delivery Date:

- Local Supply : FOB Korea Port 2022.11.30
- Local Supply : FCA Supplier's Factory 2022.11.30

6. A copy of shipping documents shall be sent to SK via mail.

* e-mail : smins@sk.com, sejungkim@sk.com, jinhwa33@sk.com |

7. Scope of Work

- This purchase order includes installation and test-run

8. Payment Documents

2 copies of Invoice and Purchase order shall be stamped with company seal are required for each payment.

(The seller shall specify the bank information on the invoice.)

Submit a copy by email(smins@sk.com, sejungkim@sk.com) and then send the original to following address SK hi-tech battery materials Poland sp. z o.o.] ul. Chorzowska 150, 40-101 Katowice, Poland/Sejung Kim (sejungkim@sk.com)

9. CE requirement must be met

- includes required document(Operating Manual, Instruction, Safety precautions, Maintenance)

10. Forwarder Information

- Forwarding Company: PNS Network / Yang Mi. Kang
- E-Mail: ym.kang@pnsnetworks.com
- Contacts: T) 82-2-2151-6368, M) 82-10-3088-6531,

[The End]



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VENDOR ACCEPTANCE	SK hi-tech battery materials Poland Sp. Z o.o. Co.,Ltd.
Formal acceptance of this purchase order required immediately. Upon receipt, please sign and date below, and fax this cover sheet to SK hi-tech battery materials Poland Sp. Z o.o. Co.,Ltd.	
Company : SFA ENGINEERING CO.,LTD.	This is a computer-generated, original order. No signature is required. If this order is transmitted by fax and you need the original, please advise.
Representative :	PREPARED BY : MINSIK SEO
PREPARED BY :	Digital Signature : 2022-01-18 22:04:08 +09:00
Digital Signature : 2022-01-18 22:04:07 +09:00	

This document is e-signed using the effective certificate that is permitted by public authority in perspective of the related law, E-Signature Law (E-Signature Law the 3rd Article, 1st and 2nd clause, Fundamentals of E-trade Law the 6th, 7th and 18th Article)