



## Andaman Transportation Limited

Yangon Branch Office  
No.2 Sei-Myaung Yeiktha Lane, 8 ½ Mile, Mayangone Township,  
Yangon, The Republic of The Union of Myanmar  
TEL: (951) 8652700  
FAX: (951) 8667783  
http://www.pttep.com



**PURCHASE ORDER No. 3500066254**

(Final Approved)

**Vendor :** FAST POINT CO., LTD  
NO. 152 MIN GYI MAHAR MIN GAUNG ST ZONE(4)  
HLAING THAR YAR  
YANGON  
YANGON The Republic of the Union of Myanmar  
00000

**Vendor Code :** 2000014745  
**Issue Date :** 16.08.2023  
**Project :** 8401 ATL  
**Urgency :** URGENT

**Attention :** Soe Yu Nandar  
Tel : 09420111494  
Fax :  
Email :

**Purchaser :** Amara -  
Tel : 804-3865  
Fax :  
Email : Amara@pttep.com

**Quotation :** QUO/UMG/CON/2023/09/028 Dated on

*Please supply the goods/services specified under the terms & conditions stipulated in this order.*

*The General Terms and Conditions, Specific/Particular Condition, including other documents attached here with are deemed part of this order.*

**Title :** Purchasing of Condenser

Item	Material	Description	Unit	Quantity	Unit Price (MMK)	Amount (MMK)
10	Condenser		EA	1.000	492,660	492,660
	Incoterms	DDP,PTTEP Thaketa Supply Base				

**Sub-Total:** 492,660

**Total Amount:** 492,660

**Currency :** Kyat(MMK)

**Price & Tax :** As per note below

**Delivery Date :** 30.09.2023

**Payment Term :** 30 days after end of month invoice receipt

**Delivery Place :** Thaketa Supply Base

**Delivery Condition :** Vendor shall provide delivery note/shipping invoice which contains the detail of material or goods description including the total quantity and unit price on the date of delivery of goods/material to COMPANY#s supply base or COMPANY#s freight forwarder.  
Failure to provide such documents may cause the delay of the payment process.

**Payment Term :** Payment shall be made by bank transfer to the account indicated by Vendor on his invoices, Thirty (30) days after receipt of invoice and after goods delivery.

Invoicing during Work from Home  
# PTTEPI#s finance team shall accept electronic invoices via this email: PMBFEmailCenter@pttep.com from Vendors.

# However, Vendors are still obliged to submit original hard copy of invoices to PTTEPI, probably later on upon crisis situation.

Invoice shall

- Bear COMPANY's purchase order/service order number
- Bear project name : 8401 ATL



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**PURCHASE ORDER No. 3500066254**

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- Bear item number of the material which are specified in Purchase Order or Service Order which are delivered
- Be in name of and mail to

Yangon Branch Office  
No.2 Sei-Myaung Yeiktha Lane, 8 ½ Mile, Mayangone Township,  
Yangon, The Republic of The Union of Myanmar  
TEL: (951) 8652700  
FAX: (951) 8667783  
http://www.pttep.com  
Attention : Accounting Department (Payment Section: Invoice Billing)

**Acknowledgement and Acceptance of Order** : VENDOR shall acknowledge receipt of this order **within 2 working days** by returning the signed order to purchaser in charge via email Amara@pttep.com in PDF format or fax no. .  
Payment of VENDOR's invoice is subject to the order acknowledgement.

### FOR COMPANY USE ONLY

**Requester/Dept.** : CHANNYEINA, PMO/I  
**Deliver To/Attn.** : 2, ZOC, Mech W/S

### ADDITIONAL INFORMATION

Myanmar Commercial Tax  
The Vendor shall be responsible for Myanmar Commercial Tax ("MCT"). For Vendor who is registered for MCT in Myanmar, it shall remit such MCT to the relevant Myanmar government authorities. For reimbursement of such MCT by PTTEPI, Vendor shall submit invoice for work and shall include in the same invoice, such MCT amount with the supporting evidence of MCT remittance certificate to the relevant Myanmar government authorities.

**Acknowledge and comply with terms and conditions of order**

**This order is generated and approved electronically and is legally binding without the signature of COMPANY's authority**



Date: \_\_\_\_\_

VENDOR'S Signature and Seal

(Suthep Ngamlertlee)  
COMPANY's Signature

Date: \_\_\_\_\_

**Andaman Transportation Limited**  
**GENERAL TERMS AND CONDITIONS OF ORDER**

**A. FOR PURCHASE AND SERVICE ORDER**

**1. IMPORTANT NOTICE**

- a) The present Purchase/Service Order shall become a binding contract between **Andaman Transportation Limited** hereinafter referred to as COMPANY, and Vendor upon acceptance by Vendor.
- b) Unless otherwise specified, all prices for the Goods and/or Services stipulated in the Purchase/Service Order are firm and definitive and not subject to revision, escalation or adjustment due to currency fluctuations or any other reason. The prices are fully inclusive of all costs, risks and profits related to Vendor's performance under the Purchase/Service Order.
- c) The Purchase/Service Order number shall be indicated on all correspondence and invoices.
- d) For the purpose of Purchase/Service Order, Vendor shall act as an independent vendor, supplier or contractor, not as an agent of COMPANY.
- e) "Goods" means all or any and every part of the tangible property, including without limitation material, machinery, equipment, supplies, articles, items, and/or tangible information ("tangible information" means recorded information, regardless of form or characteristic; for example, software, writings, drawings, and similar recordings on or in a tangible medium) and, where the context so requires, work and Services described in the Purchase/Service Order and to be supplied and/or performed or rendered, and guaranteed, by Vendor.
- f) "Services" means all or any and every part of services, works, liabilities, obligations, as described in the Service Order and to be performed or rendered, and guaranteed, by Vendor
- g) "Vendor" means the person, firm or company designated as such in the front terms and to which the Purchase/Service Order is issued, including the legal successors and permitted assigns thereof. Vendor shall have the same meanings with Contractor and Supplier.
- h) Vendor shall comply with the Applicable Laws. "Applicable Laws" means all laws and any other rules and regulations which Vendor is required to comply in relation to this Purchase/Service Order.

Vendor shall be responsible for obtaining and maintaining at his own cost, in compliance with the Applicable Laws, all government authorizations necessary for the performance of the services for Vendor's personnel and equipment including all visas, residence permits, work permits, clearance certificates and all applicable licenses, approval and permits.

**2. LIABILITY**

Vendor shall be liable for any loss or damage incurred to COMPANY due to Vendor's or his suppliers' non-compliance with the terms and conditions of the Purchase/Service Order. Vendor shall not, however, be liable for any consequential loss or damage incurred to COMPANY unless such consequential loss or damage is due to willful misconduct or gross negligence of Vendor.

**3. LIENS AND CLAIMS**

Vendor shall defend, indemnify and hold COMPANY harmless from and against all liens and claims that attach to the Goods or Services and all costs, damages and expenses incidental thereto. COMPANY shall have the right to settle any such liens and claims and to deduct from the Purchase/Service Order price all costs of settlement

**4. INVOICING AND BILLING CHANNELS**

Unless otherwise stipulated, invoices together with supporting documents shall be made out in one (1) original, clearly stamped as original, and one (1) copy and copy of COMPANY's Purchase/Service Order and sent to:

**Andaman Transportation Limited**  
2 Sei-Myaung Yeiktha Lane, 8 ½ Mile,  
Mayangone Township, Yangon,  
The Republic of the Union of Myanmar.

Attention: Accounting Department  
(Payment Section: Invoice Billing)

Invoices shall bear the reference number of COMPANY's Purchase/Service Order and COMPANY's address as mentioned in Purchase/Service Order as well as Vendors bank account number, bank name, SWIFT code and bank address.

Available invoice billing channels are as follows:

- **Electronic invoice billing via Payment Plus (Most recommended)**  
Companies have implemented "Payment Plus" since July 2021 to facilitate for all vendors submitting invoice via electronic channel.
- **Invoice billing at COMPANY office**  
Wednesday-Friday 13:00-17:00 Myanmar time (GMT +6:30)  
(excluding Public & Company holidays)
- **Invoice billing via Post Mail**  
Billing Address: 2 Sei-Myaung Yeiktha Lane, 8½ Mile  
Mayangone Township, Yangon,  
The Republic of The Union of Myanmar

**5. CANCELLATION**

- a) If the Vendor fails to fully comply with the Purchase/Service Order for whatever reason and/or if the delay on delivery or performance completion exceeds fifty (50) calendar days, COMPANY may notify in writing the cancellation of the Purchase/Service Order in full or any part thereof without prior notice and without compensation. In such case, COMPANY may purchase Goods or contact the Services from a third party and back charge the difference of expenses to the Vendor. Besides, a penalty of five (5) percent of the Purchase/Service Order amount shall be applied, inclusive of the liquidation of the performance bond if any.
- b) COMPANY has the right at any time to cancel this Purchase/Service Order in full or any part thereof. Such intent to cancel shall be notified by COMPANY to Vendor by written notice. If Vendor is not in default, COMPANY shall be responsible for any costs associated with the Goods and Services covered under this Purchase/Service Order and incurred by Vendor up to the percent of completion and point of cancellation (spare parts excluded), provided however that under no circumstances shall the total cancellation payment above exceed the total price of the Purchase/Service Order. These costs shall be itemized and presented to COMPANY for approval.
- c) COMPANY may take possession of any finished Goods or materials as a result of the cancellation.

**6. SAFETY**

Vendor shall at no cost to COMPANY and without delay to the work or service ensure that it and all Vendors' personnel, subcontractors, and sub-vendors employed or retained by they are fully aware of and comply with all Applicable Laws, legislation, regulations, COMPANY's current Safety, Health, Environmental, Training and Auditing requirements and Permit To Work systems and all restrictions applicable to both COMPANY's work sites and the work or service. For work undertaken offshore, COMPANY shall require acceptable evidence of medical fitness and recent

**Andaman Transportation Limited**  
**GENERAL TERMS AND CONDITIONS OF ORDER**

training in offshore emergency and survival techniques. Vendor shall furnish COMPANY with copies of the Safety Policy and Records of both him and his sub-vendors. Vendor shall ensure that all his personnel attend a site safety induction course on arrival at any COMPANY worksite.

**7. GOVERNING LAW**

The present Purchase/Service Order shall be governed by the laws of Thailand.

**8. SETTLEMENT OF DISPUTES**

Any dispute, controversy or claim arising out of or relating to this Purchase/Service Order, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of The Thai Arbitration Institute, Office of the Judiciary applicable at the time of submission of the dispute to arbitration. The conduct of the arbitration thereof shall be in English language and shall be under the auspices of the Thai Arbitration Institute, Bangkok, Thailand.

The commencement of arbitration proceeding shall not cause any stoppage or delay in the performance of the Purchase/Service Order.

**9. ACCEPTANCE OF THE ORDER**

No deviation or exception submitted or referred to by Vendor in his quotation or any other document shall form part of the Purchase/Service Order unless otherwise agreed to in writing by COMPANY. Acknowledgement of receipt of the Purchase/Service Order must be returned to COMPANY duly signed by an authorized executive of the Vendor and must bear appropriate stamp, as a legal binding document of the acceptance of the terms and conditions stated in the Purchase/Service Order. Failure to return acknowledgement of receipt of the Purchase/Service Order within fifteen (15) consecutive days after the date of the Purchase/Service Order shall imply unconditional acceptance of the terms and conditions of the Purchase/Service Order by Vendor.

**10. PAYMENT AND TAXES**

a) Unless otherwise stipulated, all invoices will be paid within 30 calendar days from either the end of month of receipt by COMPANY of proper invoices or the delivery of the Goods or Services to COMPANY satisfaction, whichever occurs last. COMPANY shall not be required to make partial payment against any invoice in dispute. If Vendor requires payment against any undisputed portion of such invoice then he shall issue a credit note against the full amount of the invoice and submit a separate invoice for the undisputed portion only. Transaction is subject to the prevailing Tax Regulations of the Republic of the Union of Myanmar.

Should any conversion of currencies be required, the basis for such conversions shall be (1) the average of the closing buyer and selling rates as announced by the Bank of Thailand or (2) the exchange rate as announced by the Central Bank of Myanmar (for Myanmar Vendor), one working day before the payment date

b) Payment shall be made in the currency as specified in the Purchase/Service Order, unless agreed otherwise by COMPANY.

c) Unless specified otherwise in the Purchase/Service Order, payment shall be made by bank transfer to the account indicated by Vendor on his invoices

d) Except the applicable Myanmar Commercial Tax, vendor shall assume full and exclusive liability for payment of all taxes, duties, levies, charges and fiscal contributions and other charges including but not limited to withholding tax, personal income taxes, property taxes, capital gain taxes, turn over taxes and/or corporate taxes that are from time to time imposed on Vendor or its subcontractors and sub-vendors and its or

their employees, directly or indirectly imposed by or payable to any government with related to the Purchase/Service Order.

**11. LIQUIDATED DAMAGES FOR LATE DELIVERY**

For any delays in commencement of Services or work or in completion of Services or work or delivery of Goods beyond the requirement date (completion date or delivery date) stipulated in this order or agreed by COMPANY, as the case may be, COMPANY will be entitled to recover liquidated damages from the Vendor at the rate specified in this order until actual commencement of Services or work or acceptance of Services or work or Goods. If not specified otherwise, the liquidated damages rate for purchase of goods is at 0.01 percent of the delayed goods value per day or for provision of service is at 0.01 percent of the total order value per day. The liquidated damages are limited to a maximum amount of ten percent (10%) of the total order value.

**12. APPLICABILITY**

The Purchase/Service Order shall be solely governed by these general conditions of Purchase/Services (hereinafter referred to as the "General Conditions") and, if declared applicable in the Purchase/Service Order, the further conditions of Purchase/Service Order any other terms and conditions as specified in the Purchase/Service Order (hereinafter referred in as "Specific/ Particular Conditions") or any other terms and conditions attached to the Purchase/Service Order (hereinafter referred to as the "Attached Conditions"). In case there is any conflict between the applicable terms and conditions, the order of prevalence shall be as follows:

- (1) Specific/Particular Conditions
- (2) Attached Conditions
- (3) General Conditions of Purchase/Services

**13. CONFIDENTIAL**

Vendor shall hold in strict confidence all information that it could be cognizant of in relation to the performance of the Purchase/Service Order and shall ensure that similar confidentiality is observed by his personnel or servants, except however information:

- which was already in the public domain at the date of its disclosure ; or
- for which Vendor could evidence by supporting documents bearing an established date:
  - i) that it was the result of his own developments before the date of its disclosure ; or
  - ii) that it was acquired from a third party which was entitled to disclose it.

**14. INTELLECTUAL PROPERTY**

Vendor shall be solely liable for the consequences of any and all patent, license, copyright or any other intellectual or industrial property right infringements constituted by any of the items he may provide or operations he may perform hereunder.

In the event of an action being brought against COMPANY by any third party on the ground of such infringement in relation to the Purchase/Service Order, Vendor shall hold harmless and indemnify COMPANY for the expenses on the action and the full amount of any award made against COMPANY.

**15. BUSINESS ETHICS AND HUMAN RIGHTS**

Vendor represents and warrants that Vendor shall carry on his business with honesty, integrity, and fairness in all aspects.

Vendor acknowledges that COMPANY is a participant of the United Nations Global Compact (UNGC), and supports principles contained in Universal Declaration of Human Rights (UDHR) and the International Labour Organization's Declaration on Fundamental Principles and

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**GENERAL TERMS AND CONDITIONS OF ORDER**

Rights at Work. Vendor shall, therefore, comply with all principles related to human rights, labour, environment, and anti-corruption contained in UNGC, UDHR, and International Labour Organization's Declaration on Fundamental Principles and Rights at Work.

Vendor shall ensure that his personnel and suppliers shall be bound and fully comply with the above obligations. Vendor shall allow COMPANY to audit or investigate the information or documentation related to this article.

**16. SUBCONTRACT/ASSIGNMENT**

Vendor shall obtain COMPANY's prior written consent to any proposed subcontract or assignment of any or all of Vendor's rights, duties or obligations under the Purchase/Service Order. COMPANY may assign at any time its rights and obligations under this Purchase/Service to any affiliates or to any person.

**B. FOR PURCHASE ORDER**

**1. MARKING**

Each package shall be numbered and marked as follows:

- Name and address of the COMPANY
- Purchase order number
- Dimensions (metric)
- Gross and net weight per package.

**2. PACKAGING**

The prices of Purchase Order expressly include all costs associated with containers, packing cases, boxes, tins, wrappings and other packaging material that are suitable for air, sea and land transportation, which Vendor is required to supply (all of which shall be considered as non-returnable to Vendor) and all preparation, packing, boxing, crating, freight, or other special Services of any kind. Packaging shall be suitable for the Goods and appropriate for the method of transport used. Dimensions shall comply with the specifications necessary for the transport method used. If the Goods are classified as "dangerous", the Vendor shall provide all the necessary packaging and documents required by applicable regulations.

**3. INSPECTION AND TESTING**

Vendor organizes at his own risk and expenses the inspection and tests as and when required in the Specific/Particular Conditions of the Purchase Order and undertakes to provide COMPANY inspectors with any and all technical information reasonably necessary to this end. COMPANY may, at its own expense, require the Vendor to organize additional and/or not contractual inspection of the Goods and the Vendor shall organize and facilitate such inspection at the manufacturer's plant and/or at any mutually agreed place.

**4. DELIVERY**

The Goods shall be properly packed and secured by Vendor in such a manner as to reach their destination in good condition under normal conditions of transport. The Goods shall be delivered by Vendor at, or dispatched for delivery to, the place(s) and in the manner as specified in the Purchase Order, or as may hereafter be subsequently agreed in writing. The Goods shall be delivered with the required certification documents. Delivery of the Goods shall be interpreted in accordance with INCOTERMS 2010 as modified. Unless otherwise stipulated no partial delivery will be accepted.

**5. GUARANTEE AND WARRANTY ON GOODS**

Vendor guarantees that the Goods will conform to the specifications of the Purchase/Service Order and warrants the Goods free from defects in material and workmanship for a minimum period of eighteen (18) months from the date of delivery or twelve (12) months from the date on which the Goods are placed in use or operation, whichever is the shorter. COMPANY reserves the right to reject any Goods, which are not in accordance with the specifications of the Purchase/Service Order. At COMPANY option,

Vendor shall promptly repair or replace, at Vendor's own cost and expense, any Goods found to be defective during the warranty period. Transportation charges to Vendor's facility and return will be paid by Vendor.

**6. GOODS**

The Goods shall conform with all laws and regulations pertaining thereto, conform with the Purchase Order and the specification pertaining thereto or where no specification exists, be in accordance with the relevant British standard(s), conform with best professional practices, be fit for purpose if such purpose is indicated, otherwise be fit for their ordinary purpose.

**C. FOR SERVICE ORDER**

**1. RESOURCES**

**i. Personnel**

All Vendor's personnel shall be trained, skilled and experienced in their respective trades and professions. COMPANY shall be entitled to require the prompt removal, replacement or retention of any person employed or retained by Vendor at any time during the course of the Service Order. Shifts, hours of work, offshore exercises and work cycles shall be subject to COMPANY Rules and Regulations.

**ii. Equipment**

Vendor shall carry out on its own initiative and at its own cost all inspection, maintenance and repair of its owned and hired equipment necessary to maintain the same safe, fully certified and operational at all time.

**2. WARRANTIES**

Vendor warrants that the services shall be executed diligently in accordance with the Service Order and the specification pertaining thereto or where no specification exists, be in accordance with the best current international standards and practices, and be free from all errors, defects and failures for a period of twenty-four (24) months from their acceptance in accordance with the Service Order. Without prejudice to COMPANY rights at law, upon notification by COMPANY of any such error, defect or failure then Vendor shall immediately rectify, or at COMPANY option, replace or re-perform the Services at no cost to COMPANY and warrant any replaced or re-performed services for further periods of twenty-four (24) months from completion of any such rectification, replacement or re-performance to COMPANY's satisfaction.

**3. VARIATIONS**

COMPANY shall be entitled to order any variations to the services that are within the reasonable capability of Vendor. The term variation shall refer to any alteration in the type or extent of the services being a modification, omission or addition but not merely a closer definition, a minor change in detail or the manner in which the Service Order is to be performed. Unless otherwise agreed any modification to the value or duration of the Service Order resulting from such an order shall be calculated by reference to the value and duration of the Service Order prior to modification. No variation shall have any effect unless authorized in writing by COMPANY prior to performance of such alteration in the Services.

**Andaman Transportation Limited**  
**Content of Invoices and Billing Procedure**

**Content of Invoices and Billing Procedure**

1. Vendor's invoices shall include:
  - A. The number and title of the Purchase/Service Order;
  - B. Full details of the [Goods provided /services delivered] during the invoice period; and
  - C. Vendor's bank account.
2. Vendor shall submit all invoices under the Purchase/Service Order via COMPANY's online invoice billing system as specified by COMPANY (hereinafter referred to as the "Payment Plus System"). It is Vendor's sole responsibility to familiarize himself and to ensure that he can access and use the Payment Plus System.
3. In order to fully comply with the record keeping requirement under Applicable Law, after Vendor has completed the invoice submission in the Payment Plus System, Vendor shall deliver hard copies of the below documents which shall be the exact same version as submitted via the Payment Plus System to COMPANY within 5 business days:
  - A. Billing Cover Sheet as generated from the Payment Plus System;
  - B. One copy of tax invoice (if any); and
  - C. One complete set of invoice documents as follows:
    - i. For Purchase Order**
      1. Original invoice with Vendor's authorized signature and reference to Purchase Order, including Vendor's bank account details;
      2. Original tax invoice with Vendor's authorized signature;
      3. Original debit note and/or credit note with Vendor's authorized signature including one copy of such debit note / credit note (if any);
      4. One copy of delivery order with signature of COMPANY's personnel as a recipient;
      5. One copy of Purchase Order;
      6. Original receipt with signature of Vendor's personnel as a recipient (if any); and
      7. Other supporting documents as specified in Purchase Order (if any).
    - ii. For Service Order**
      1. Original invoice with Vendor's authorized signature and reference to Service Order, including Vendor's bank account details;
      2. Original tax invoice with Vendor's authorized signature;
      3. Original debit note and/or credit note with Vendor's authorized signature including one copy of such debit note and/or credit note (if any);
      4. Original delivery form or guarantee certificate or timesheet with name and signature of Vendor;
      5. One copy of Service Order which specifies scope or work, services, including payment term;
      6. Original receipt with signature of Vendor's personnel as a recipient (if any); and
      7. Other supporting documents as specified in Service Order (if any).
4. Vendor shall deliver the documents listed under Item 3 via either one of the following procedures:
  - A. **By Hand**

**Location:** 2 Sei-Myaung Yeiktha Lane, 8 ½ Mile, Mayangone Township Yangon, The Republic of The Union of Myanmar

**Date & Time:** Wednesday to Friday during 01.00 PM - 05.00 PM (GMT +6:30) (excludes public holidays and COMPANY's holidays)
  - B. **Postal Service**

Andaman Transportation Limited

2 Sei-Myaung Yeiktha Lane, 8 ½ Mile, Mayangone Township Yangon,  
The Republic of The Union of Myanmar  
Attention: Accounting Department (Payment Section: Invoice Billing)
5. In case that Vendor is not capable of using the Payment Plus System and would like to submit hard copies of invoice documents only, Vendor shall notify for COMPANY's acknowledgement at least 15 business days before the intended invoice submission date. Upon receiving of COMPANY's acknowledgement email, Vendor shall submit complete set of invoice documents as required under Item 3 above (except for Billing Cover Sheet in Item 3 A) to the address as prescribed in Item 4 accordingly.
6. Invoices submitted via the System shall be deemed as properly established invoice received by the COMPANY on the submission date in the Payment Plus System, provided COMPANY has verified that all the submitted information is complete and accurate and all billing procedures stated herein are fully complied with. For invoices submitted only with hard copies under Item 5, they will be deemed as properly established invoices received by the COMPANY only after COMPANY's verification of correctness and completeness of the submitted hard copies.
7. If Vendor has any enquiry or requires further information, please contact (951) 661814, 652700-4 during office hours (09.00 AM - 05.00 PM).

**Andaman Transportation Limited**  
**Content of Invoices and Billing Procedure**

8. The information (name, address, tax registration ID) for invoice billing documents in relation to COMPANY is as follows:

<b>COMPANY</b>	<b>Address</b>	<b>Tax Registration ID</b>
Andaman Transportation Limited	2 Sei-Myaung Yeiktha Lane, 8 ½ Mile, Mayangone Township Yangon, The Republic of The Union of Myanmar	191864069

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