

Purchase Order No. 26955  
Annex A – Terms and Conditions

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1. The total price stated in the Purchase Order No. 26955 already includes all applicable taxes, fees and charges required by the government. PAM APEX VENTURES INC. holds PAGCOR free from liability for any or all taxes arising out of this transaction.

The prices herein agreed shall not be subject to any increase or upward adjustment for any reason or cause whatsoever.

2. PAM APEX VENTURES INC. shall complete the supply & delivery of goods within the time prescribed in the PO#26955. Should PAM APEX VENTURES INC. incur delay in its performance, it shall pay liquidated damages in the amount of at least one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered item for each day of delay. The maximum deduction shall be ten percent (10%) of the amount of the contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, PAGCOR shall have the option to rescind the contract, without prejudice to other courses of action and remedies open to it.

In case PAM APEX VENTURES INC. still fails to deliver the items after the lapse of delivery within thirty (30) calendar days from the supposed date of delivery, in addition to the penalties agreed upon, PAGCOR shall have the option to terminate the purchase.

3. In the event that PAM APEX VENTURES INC. fails to comply with its undertakings under this PO#26954, PAGCOR shall be released from its obligations without prejudice to its rights of restitution, recovery and damages.
4. In the event that the facts and circumstances arise or are discovered which renders this PO#26954 disadvantageous to the Government, the PARTIES hereto agree immediately to re-negotiate its terms and conditions, or at the option of PAGCOR terminate the same.
5. No terms or conditions of this PO#26954 shall be deemed waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the PARTY affected.
6. The rights or obligations under this PO#26954 are of a personal nature and compliance thereof may not be assigned or subcontracted to another without the written consent of the other PARTY. This PO#26954 or any interest in it may not be assigned without the prior written consent of the other PARTY.
7. This PO#26954 contains all the covenants and stipulations agreed upon by the PARTIES and shall be modified, revised or amended only upon written agreement of both PARTIES.
8. This PO#26954 constitutes the entire contract between the PARTIES pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the PARTIES. No supplement, variation or amendment of this PO#26954 shall be binding UNLESS executed in writing by the PARTIES. No waiver of any of the provisions of this PO#26954 shall be deemed, or shall constitute, a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding UNLESS in writing and signed by the PARTY making the waiver.

ANNEX "A" OF P.O. NO. 26955

Supply and Delivery of Batteries and Car Care Products of Various Motor Vehicles of CF-Cebu and Satellites under ITB No.

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9. The relationship between the **PARTIES** shall be limited to the performance of the terms and conditions of this **PO#26954**. Nothing herein shall be construed to create a general partnership/agency/employer-employee or any other relationship between the **PARTIES**, or to authorize any **PARTY** to bind the other except as set forth in herein, or to borrow money on behalf of another **PARTY**, or to use the credit of any **PARTY** for any purpose other than what has been set forth herein.
10. The **PARTIES**, waiving for this purpose any other venue, hereby agree that the courts of the City of Manila shall be the exclusive venue of any and all actions or suits between the **PARTIES** relative to this **PO#26954**, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases for declaration of nullity of this **PO#26954** in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this **PO#26954** in its entirety or in part.
11. **PAM APEX VENTURES INC.** hereby further warrants and represents that:
- a. The goods and specifications shall be described as follows:

Supply and Delivery of 8D Battery Automotive for Genset & RPS			
Qty/Unit	Item Description	Unit Price	Total Contract Price
12 liters	STEERING OIL	PHP 200.00	PHP 2,400.00
12 bottles	BRAKE FLUID, DOT4 (500 ml.)	PHP 1,170.00	PHP 14,040.00
12 liters	COOLANT Convenient, high-quality, pre-diluted Coolant ideal for top ups and on-the-road refills	PHP 170.00	PHP 2,040.00
12 liters	DIESEL, ENGINE OIL	PHP 235.00	PHP 2,820.00
12 liters	GASOLINE, ENGINE OIL	PHP 185.00	PHP 2,220.00
12 pieces	SINGLE CONTACT BULB	PHP 40.00	PHP 480.00
12 pieces	DOUBLE CONTACT BULB	PHP 50.00	PHP 600.00
12 bottles	CAR GLASS CLEANER (Spray 650ml.)	PHP 320.00	PHP 3,840.00
10 bottles	CAR PROTECTANT (295 ml.) Cleans away dirt, dust and debris. Helps prevent cracking, fading, discoloration and premature aging	PHP 250.00	PHP 2,500.00
10 bottles	CAR WAX (250ml.) Polymer technology safely removes dirt from both paint and glass without scratching	PHP 800.00	PHP 8,000.00
42 pieces	CAR FRESHNER spill-proof canister with assorted scents	PHP 270.00	PHP 11,340.00
12 bottles	CAR LEATHER & VINYL RESTORER (Spray)	PHP 678.00	PHP 8,136.00
12 bottles	CAR RUST PREVENTER (Spray, 277ml)	PHP 950.00	PHP 11,400.00
36 bottles	CAR TIRE BLACK (100 ml.)	PHP 105.00	PHP 3,780.00
18 pieces	DUSTER, MADE OF MICRO FIBER MATERIAL	PHP 255.00	PHP 4,590.00
36 bottles	CAR SHAMPOO (2 liters) Wash and Wax Foam formula	PHP 430.00	PHP 15,480.00
12 bottles	WIPER WASH with special formulation	PHP 175.00	PHP 2,100.00

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	to remove bugs, grime, tree sap and other hard to remove substances.		
1 roll	CAR FLOOR, RUBBER MAT (SPAGHETTI type) (size 4ft x 40ft)	PHP 18,000.00	PHP 18,000.00
36 pieces	MICRO FIBER CLOTH (30cm x 30cm)	PHP 50.00	PHP 1,800.00
18 pieces	CHAMOIS, Heavy Duty (size 43cmx32cmx0.2cm)	PHP 380.00	PHP 6,840.00
10 pieces	STEERING WHEEL COVER 15" O.D.	PHP 910.00	PHP 9,100.00
10 pieces	STEERING WHEEL COVER 16" O.D.	PHP 910.00	PHP 9,100.00
18 pairs	WIPER BLADES (various sizes)	PHP 289.00	PHP 5,202.00
18 pieces	L-SHAPED TIRE WRENCH	PHP 180.00	PHP 3,240.00
3 pieces	BATTERY G-65, 12 VOLTS, MAINTENANCE FREE	PHP 9,479.00	PHP 28,437.00
2 pieces	BATTERY N-40ZL/ NS60, 12 VOLTS, MAINTENANCE FREE	PHP 5,371.00	PHP 10,742.00
6 pieces	BATTERY D-26L/ N50, 12 VOLTS, MAINTENANCE FREE	PHP 6,004.00	PHP 36,024.00
2 pieces	BATTERY D-32L/ D-31/ N70, 12 VOLTS, MAINTENANCE FREE	PHP 7,131.00	PHP 14,262.00
2 pieces	BATTERY D-32R/ D-31/ N70, 12 VOLTS, MAINTENANCE FREE	PHP 7,131.00	PHP 14,262.00
4 pieces	BATTERY N-70 GOLD, 12 VOLTS, MAINTENANCE FREE	PHP 7,131.00	PHP 28,524.00
2 pieces	BATTERY DIN-88, 12 VOLTS, MAINTENANCE FREE	PHP 9,299.00	PHP 18,598.00
<b>Total Contract Price</b>			<b>Two Hundred Ninety-Nine Thousand Eight Hundred Ninety-Seven Pesos only PHP 299,897.00 VAT Exclusive, Zero Rated Transaction</b>
<b>Completion Period</b>	Within thirty (30) calendar days from the acknowledgement date of Notice to Proceed		
<b>Delivery Place</b>	Casino Filipino – Cebu Main, Waterfront Hotel & Casino Salinas Drive, Lahug, Cebu City		

- b. It has good title to the goods described in the PO#26955, full authority to sell and transfer the same and that the items are sold free and clear of all liens, encumbrances, liabilities and adverse claims, of every nature and description.
- c. It will fully defend, protect, indemnify, and hold PAGCOR harmless from any and all adverse claims that may be made by any PARTY for the possession and/or the use of the goods.

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- d. The defective items shall be replaced within seven (7) calendar days upon receipt of notice. Failure to replace the same within the same period shall make **PAM APEX VENTURES INC.** liable for a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered item for each day of delay.
  - e. **PAGCOR** accepts no liability for the damage of the goods during transit, risk and title will be deemed to have passed to **PAGCOR** only upon receipt and final acceptance of the Goods.
  - f. It shall pay taxes in full and on time, failure to do so will entitle **PAGCOR** to suspend payment.
12. **PAGCOR** shall pay in the total amount of **Two Hundred Ninety-Nine Thousand Eight Hundred Ninety-Seven Pesos Only (PHP 299,897.00)**, VAT Exclusive, Zero Rated Transaction.
  13. This Annex A, consisting of four (4) pages, shall form part of **PO # 26955**

  
Signature over printed Name of Supplier/Date      **TOCHIP, RICHARD LUKE**      2/19/17

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