



PURCHASE ORDER (P.O.) ANNEX

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Revision No.	1
Effectivity	April 5, 2022

**Purchase Order No. 10040
Annex A - Terms and Conditions**

1. The total price stated in the Purchase Order (PO) already includes all applicable taxes, fees and charges required by the government. **AUTOMATION SPECIALIST AND POWER EXPONENTS, 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. **AUTOMATION SPECIALIST AND POWER EXPONENTS, INC.** complete the supply & delivery of goods within the time prescribed in the PO. Should **AUTOMATION SPECIALIST AND POWER EXPONENTS, INC.** incur delay in its performance, the **AUTOMATION SPECIALIST AND POWER EXPONENTS, INC.** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by PAGCOR. Such amount shall be deducted from any money due, or which may become due to the **AUTOMATION SPECIALIST AND POWER EXPONENTS, INC.** or collected from any securities or warranties posted by the **AUTOMATION SPECIALIST AND POWER EXPONENTS, INC.** In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, PAGCOR may rescind the contract and impose appropriate sanctions over above the liquidated damages to be paid.

In case **AUTOMATION SPECIALIST AND POWER EXPONENTS, INC.** still fails to deliver the item after the lapse of 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 **AUTOMATION SPECIALIST AND POWER EXPONENTS, INC.** fails to comply with its undertakings under this PO, 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 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 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 are of a personal nature and compliance thereof may not be assigned or subcontracted to another without the written consent of the other

ANNEX "A" OF P.O. NO. 10040

Supply, Delivery, Installation and Commissioning of Two (2) Units Stand-Alone UPS for Surveillance (Re-Conduct) under ITB NO. SV22-03-004OLOa-04

SO I RICARDO I. CRUZ

Signature over printed Name of Supplier

Rowan C. Nocera 5/26/22



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party. This PO or any interest in it may not be assigned without the prior written consent of the other party.

7. This PO 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 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 shall be binding UNLESS executed in writing by the parties. No waiver of any of the provisions of this PO 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.
9. The relationship between the parties shall be limited to the performance of the terms and conditions of this PO. 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, 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 in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this PO in its entirety or in part.
11. The Contractor/Supplier shall be held liable for any damages/accidents that may be incurred during the transportation of the materials to the designated delivery place indicated in the Contract.
12. **AUTOMATION SPECIALIST AND POWER EXPONENTS, INC.** hereby further warrants and represents that:

Signature over printed Name of Supplier

Handwritten signature: Ronaldo J. Cruz

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a. The goods and specifications shall be described as follows:

Technical Description	Quantity / UOM
<p>UNINTERRUPTIBLE POWER SUPPLY (6KVA)</p> <p>Accupower Model : XG6KS</p> <ul style="list-style-type: none">• True On-Line Double Conversion, Pure Sine-wave Output Less Than 3% THD, Wide Input Range +/-27 % of Nominal, 170 VAC-276 VAC 50/60 Hz +/-3 Hz Input Range, Output Voltage 220 VAC +/-2%, 50/60 Hz Auto Detect• With terminal block, provision for line input and output circuit termination• AC Output Power Factor Not <0.7, 97% Input or higher Efficiency at Full load, Double CPU Control, Cold Start (DC Power On)• 15 Mins. Back-up Battery time at 75% Load, Overload and Short Circuit Protection• LCD Front Panel Display, Load and Battery Status Indicator, Input Power and Load Meter, Alarm Indicator/Discharge Alarm• Smart RS-232 COM Port w/ Management Software, Electronic Reset or Circuit Breaker, Fast Response Short Circuit Protection, Compact Size, Light Weight & Low Noise• UL Listed, ISO 9001 Manufacturer• Inclusive of 20 pieces UPS batteries (12V/9AMP/Sealed Lead Lead-Type/Maintenance-Free) per unit	02 UNIT
<p>ADDITIONAL TERMS AND CONDITIONS</p> <ol style="list-style-type: none">1) For factory defects, unit/s must be replaced with brand new unit/s within fifteen (15) calendar days.2) The winning supplier must be able to provide 24/7 after-sales service within the warranty period.3) If the unit will be pulled-out for repair, service unit must be provided by the supplier.4) Warranty for UPS Units and Batteries: One (1) Year	
<p>SCHEDULE OF DELIVERY: Supply, Delivery, Installation and Commissioning shall be completed within thirty (30) calendar days upon receipt of the Purchase Order (PO).</p>	
<p>PLACE OF DELIVERY: Casino Filipino – Olongapo 2nd Floor JB Richwell Corporation Bldg., #580 Rizal Avenue, East Tapinac, Olongapo City</p>	

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- b. It has good title to the goods described in the PO, 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.
 - d. The defective items shall be replaced within fifteen (15) calendar days upon receipt of notice. Should **AUTOMATION SPECIALIST AND POWER EXPONENTS, INC.** fail to replace the same within the agreed period, the **AUTOMATION SPECIALIST AND POWER EXPONENTS, INC.** shall pay liquidated damages equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods/items for everyday of delay including Sundays and Holidays, until such goods/items are finally delivered and accepted by PAGCOR. Such amount shall be deducted from any money due, or which may become due to **AUTOMATION SPECIALIST AND POWER EXPONENTS, INC.** In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, PAGCOR may rescind the contract and impose the appropriate sanctions over above the liquidated damages to be paid.
 - 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.
13. Schedule of payment: PAGCOR shall pay in the total amount of One Hundred Fourteen Thousand Seven Hundred Thirty Pesos (PhP114,730.00), VAT Exclusive, Zero-Rated Transaction upon completion of delivery of the goods and upon PAGCOR's issuance of Certificate of Acceptance.
14. This Annex A, consisting of four (4) pages, shall form part of PO # 10040.

Procesado 5/26/22
Rolando C. Nolasco

Signature over printed Name of Supplier/Date

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