	PURCHASE ORDER (P.O.) ANNEX	Page No.	Page 1 of 3
		Form No.	PD - 721
		Revision No.	1
		Effectivity	April 5, 2022

Purchase Order No.92189
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. **THE BRAIN COMPUTER CORPORATION** 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. **THE BRAIN COMPUTER CORPORATION** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **THE BRAIN COMPUTER CORPORATION** incur delay in its performance, **THE BRAIN CORPORATION** 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 **THE BRAIN COMPUTER CORPORATION** or collected from any securities or warranties posted by the **THE BRAIN COMPUTER CORPORATION**. 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 **THE BRAIN COMPUTER CORPORATION** 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 **THE BRAIN COMPUTER CORPORATION** 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

ANNEX "A" OF P.O. NO. 92189
Supply of Services for the Repair of LED Wall under ITB No. SU22-07-001TAG


 JOHN E. ESTINILO

Signature over printed Name of Supplier
 JANNICE BAWHSTA

	PURCHASE ORDER (P.O.) ANNEX	Page No.	Page 2 of 3
		Form No.	PD - 721
		Revision No.	1
		Effectivity	April 5, 2022

of the other 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. **THE BRAIN COMPUTER CORPORATION** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:


Supply of Services for the Repair of LED Wall
--

Technical Description / Scope of Work
--

- | |
|--|
| <ul style="list-style-type: none"> • Dismantling of existing modules of LED Display set-up at the lobby |
|--|


Signature over printed Name of Supplier
 JANICE BRUNSTA


 JOHN E. ESTINILO

	PURCHASE ORDER (P.O.) ANNEX	Page No.	Page 3 of 3
		Form No.	PD - 721
		Revision No.	1
		Effectivity	April 5, 2022

<ul style="list-style-type: none"> • Installation, replacing defective modules of outdoor LED wall display located at Aguinaldo Highway from the dismantled units. • Reconfiguration of the remaining modules of LED display located at casino lobby • Testing and Commissioning
SCHEDULE OF RRQUIREMENTS: Within fifteen (15) calendar days of the issuance of Purchase Order (P.O.) of the project.
PROJECT SITE: Casino Filipino – Tagaytay, Km. 60, Aguinaldo Highway, Kaybagal South, Tagaytay City.

- 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.
- 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 FIVE THOUSAND PESOS (Php105,000.00), 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 three (3) pages, shall form part of PO # 92189.


JANICE BAUTISTA / SEPT. 2, 2022
Signature over printed Name of Supplier/Date



Philippine Amusement and Gaming Corporation

Creating Opportunities Beyond Gaming

P.O. No. 92189

Page # 1

Supplier : BRAIN THE BRAIN COMPUTER CORPORATION ✓
Address : UNIT V- 308B V-HALL, BRGY. GREENHILLS, SAN JUAN CITY
TIN : 003-508-768-000
VAT : ALL Items are VAT Exclusive / Zero Rated

SEQ.# 2
PO Date : 29 AUG 2022
ITB Number : SU22-07-001TAG
Buyer Code : LBD *God*

Gentlemen :

Please furnish this Office the following articles subject to the terms and conditions contained herein;

Place of Delivery : CASINO FILIPINO - TAGAYTAY

Payment Term : PER ANNEX A

Itemcode	Description	Quantity	Unit	Unit Cost	Amount
PMDH62230	MARKETING SECTION				
1 108002473	SUPPLY OF SERVICES REPAIR OF LED WALL	1.00	LOT	105,000.00	105,000.00

--- NOTHING FOLLOWS ---

Attachment: BUDGET, RV, APPROVED AFP

SUB-TOTAL : 105,000.00
TOTAL : 105,000.00
LESS DISCOUNT :
CHARGE :
GRAND TOTAL : 105,000.00

Remarks :

Total Amount in Words: ONE HUNDRED FIVE THOUSAND PESOS ONLY

TERMS AND CONDITIONS OF PURCHASE

- > Delivery must be in accordance with the date specified in the Notice to Proceed.
- > 1/10 of 1% of the amount of the goods not delivered on the stipulated date will be deducted from the total amount involved for each day of delayed delivery.
- > Items delivered are subject to inspection and acceptance by Property Management Unit.
- > Please attach original copy of Sales Invoice, Delivery Receipt, Warranty Certificate and Purchase Order upon delivery.

JANICE BARRERA / SEPT. 2, 2022
Signature Over Printed Name of Supplier

Recommended by:
[Signature]
ALEJANDRO C. CADAVILLO JR
SENIOR BRANCH ADMIN. MANAGER

: Funds Available
: *[Signature]*
: ANTHONY JUNE A. CORADO
: AYP/SA Acctg Dept/Section:
: Budget Authorization No. 221424 Amount 105,000.00

Approved By:
[Signature]
VIDA T. CABIGON JR
BRANCH MANAGER