	<b>PURCHASE ORDER (P.O.) ANNEX</b>	Page No.	Page 1 of 4
		Form No.	PD - 721
		Revision No.	1
		Effectivity	April 5, 2022

**Purchase Order No. 92190  
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. **BK SYSTEMS PHILIPPINES 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. **BK SYSTEMS PHILIPPINES INC.** shall complete the supply & delivery of goods within the time prescribed in the PO. Should **BK SYSTEMS PHILIPPINES INC.** incur delay in its performance, the **BK SYSTEMS PHILIPPINES 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 **BK SYSTEMS PHILIPPINES INC.** or collected from any securities or warranties posted by the **BK SYSTEMS PHILIPPINES 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 **BK SYSTEMS PHILIPPINES 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 **BK SYSTEMS PHILIPPINES 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.

Signature over printed Name of Supplier

Joy Abodalla


	<b>PURCHASE ORDER (P.O.) ANNEX</b>	Page No.	Page 2 of 4
		Form No.	PD - 721
		Revision No.	1
		Effectivity	April 5, 2022

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 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. **BK SYSTEMS PHILIPPINES INC.** hereby further warrants and represents that:

Signature over/printed Name of Supplier

*Joy Abrellana*



	<b>PURCHASE ORDER (P.O.) ANNEX</b>	Page No.	Page 3 of 4
		Form No.	PD - 721
		Revision No.	1
		Effectivity	April 5, 2022

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


Technical Description	Quantity / UOM
<b>Bingo Balls</b> <ul style="list-style-type: none"> <li>• Plastic Colored Windowed Bingo Balls</li> <li>• Set of 75, 7/8 inch in diameter</li> <li>• Made of brightly colored plastic</li> <li>• These balls are multi-colored and are numbered and lettered</li> <li>• Numbers on each ball range from 1 to 75 and the letters on each ball are the letters in B. I. N. G. and O.</li> </ul>	<b>3 SETS</b>
<b>SCHEDULE OF DELIVERY:</b> Within thirty (30) calendar days from the date specified in Purchase Order.	
<b>PLACE OF DELIVERY:</b> Casino Filipino – Tagaytay, Km. 60 Aguinaldo Highway, Tagaytay City	


Signature over Printed Name of Supplier

*Joy Abstralla*

- 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 seven calendar days (7) calendar days upon receipt of notice. Should **BK SYSTEMS PHILIPPINES, INC.** fail to replace the same within the agreed period, the **BK SYSTEMS PHILIPPINES, 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 **BK SYSTEMS PHILIPPINES, 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.

ANNEX "A" OF P.O. NO. 92190  
 SUPPLY AND DELIVERY OF BINGO BALLS UNDER ITB NO. SV22-08-003TAG

  
**BOI GLORIA G. LEGASPI**

	<b>PURCHASE ORDER (P.O.) ANNEX</b>	Page No.	Page 4 of 4
		Form No.	PD - 721
		Revision No.	1
		Effectivity	April 5, 2022

- 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 Forty-Three Thousand Two Hundred Pesos (PhP43,200.00), 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# 92190.

  
 Joy Abonilla      9/28/22  
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**Signature over printed Name of Supplier/Date**