



Philippine Amusement and Gaming Corporation

A Sure Bet for Progress in Gaming, Entertainment and Nation Building

Purchase Order Form No. 162 (Annex A – Terms and Conditions)

1. The total price stated in the PO already includes all applicable taxes, fees and charges required by the government. **CWC INDUSTRIES (herein referred to as "CWC")** 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. **CWC** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **CWC** 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 unperformed portion 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 **CWC** still fails to deliver the item after the lapse of thirty (30) calendar days from the supposed date of delivery, in addition to the forfeiture of the performance security and the penalties agreed upon, PAGCOR shall have the option to terminate the purchase.

3. In the event that **CWC** 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 party. This PO or any interest in it may not be assigned without the prior written consent of the other party.

Page 1 of 5

Purchase Order no. 162

PO Annex "A" Terms and Conditions for Aljon International Corporation

Supply and Delivery of Roll Curtain

ITB No.06-15-2012

Signature over printed Name of Supplier

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Signature over printed Name of Supplier

- 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. **CWC** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

Qty.	Lot V - ROLL CURTAIN
32.00	Supply, Delivery and Installation of Sun Screen or roll Curtain
	Mechanism: Aluminum roller tube; side control clutch lift system
	with continuous loop of metal bead control chain. Wrapped
	aluminum hem bar.
	Blinds: PVC Coated

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Signature over printed Name of Supplier

- 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. 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.
 - e. The defective items shall be replaced within seven (7) days upon receipt of notice. Failure to replace same within the same period shall make **CWC** liable for a penalty of one tenth of one percent (1/10 of 1%) of the total cost of undelivered item for each day of delay.
 - f. It shall pay taxes in full and on time, failure to do so will entitle PAGCOR to suspend payment.
 - g. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by **CWC**, a warranty shall be required from it for a minimum period of three (3) months after performance of the contract.

The obligation for the warranty shall be covered by either Retention Money equivalent to at least ten percent (10%) of every progress payment or a special bank guarantee equivalent to at least ten percent (10%) of the total contract price.

The said amounts shall only be released after the lapse of the warranty period provided, however that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met.
 - h. The goods shall have a warranty of three (3) months from the date of acceptance of specified items in the Purchase Order, without prejudice to manufacturer's warranty.
12. Schedule of payment: PAGCOR shall pay in the total amount of **Eighty Four Thousand Three Hundred Pesos and 80/100 (PhP84, 300.80)**, VAT exclusive, zero rated transaction, based on any of the following:

A. 90% of the total contract price upon completion of (supply, delivery and	Seventy Five Thousand Eight
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 Signature over printed Name of Supplier

installation) subject to PAGCOR's acceptance in writing of the items described in the PO.	Hundred Seventy Pesos and 72/100 (PhP75,870.72)
B. 10% Retention to be paid after three (3) months] from the formal acceptance, if and when no patent and latent defects are noted.	Eight Thousand Four Hundred Thirty Pesos and 08/100 (PhP8,430.08)
OR;	
100% to be paid provided that the goods supplied are free from patent and latent defects and all conditions imposed under the contract have been fully met; subject to PAGCOR's acceptance in writing of the items described in the PO and upon submission of a Special Bank Guarantee at least 10% of the total amount valid for three (3) months.	Eighty Four Thousand Three Hundred Pesos and 80/100 (PhP84,300.80)

13. Performance Security: To guarantee the faithful performance of CWC obligations under this, it shall post a Performance Security prior to the execution of this PO, in accordance with any of the following schedule:

Form of Security	Amount in Percentage of Total Contract Price
Cash, cashier's/manager's check issued by a Universal or Commercial Bank;	Five Percent (5%)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, Provided however that if issued by a foreign bank, it shall be duly confirmed by a Universal or Commercial Bank; or	Four Thousand Two Hundred Fifteen Pesos and 04/100 (PhP4,215.04)
Surety Bond (acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty Percent (30%) Twenty Five Thousand Two Hundred Ninety Pesos and 24/100 (PhP25,290.24)

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14. This Annex A, consisting of five (5) pages, shall form part of PO # 162.


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Signature over printed Name of Supplier/Date