



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

Purchase Order No. 00158
(Annex A – Terms and Conditions)

1. The total price stated in the Purchase Order (P.O.) already includes all applicable taxes, fees and charges required by the government. **MAX IDEAS MARKETING 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. **MAX IDEAS MARKETING CORPORATION** shall complete the supply and delivery of the goods within the time prescribed in the PO. Should **MAX IDEAS MARKETING CORPORATION** 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 **MAX IDEAS MARKETING 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 forfeiture of the Performance Security and the penalties agreed upon, PAGCOR shall have the option to terminate the purchase.

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

Michael Adriatico

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Michael Adriatico

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. **MAX IDEAS MARKETING CORPORATION** hereby further warrants and represents that:
 - a. The goods and specifications shall be described as follows:

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LOT NO.	DESCRIPTION	QUANTITY
2	LOT 2 - SUPPLY AND DELIVERY OF GOLF UMBRELLAS – [Thirty (30) inches canopy]	Fifteen Thousand (15,000) pieces
	• Size: Thirty (30) inches single canopy	
	• Fabric Material: Pongee Two Hundred Twenty (220) Water proof and water repellent	
	• Shaft: Unichrome or black metal shaft with a minimum of fourteen (14) mm. diameter	
	• Eight (8) pcs. X 4 mm. (+/- 0.5 mm.) Hard	

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	plastic lite weight rib thickness	
	<ul style="list-style-type: none"> • Eight (8) pcs. X 5 mm. (+/- 0.5 mm.) Hard plastic lite weight thickness support 	
	<ul style="list-style-type: none"> • Secondary rib support system 	
	<ul style="list-style-type: none"> • Handle: foam 	
	<ul style="list-style-type: none"> • Mechanism: automatic button 	
	<ul style="list-style-type: none"> • Main shaft tip: black plastic cap 4 cm. (+/- 0.5 mm.) 	
	<ul style="list-style-type: none"> • With wind shaft mechanism on main rib of umbrella 	
	<ul style="list-style-type: none"> • Canopy should be sewn to ribbed end plastic tips 	
	<ul style="list-style-type: none"> • Printing on all panels 	
	<ul style="list-style-type: none"> • One (1) color full panel line art print 	
	<ul style="list-style-type: none"> • Artwork supplied by PAGCOR 	
	<ul style="list-style-type: none"> • Packaging: Cloth (PONGEE) case with PAGCOR print 	
	<ul style="list-style-type: none"> • Binding / strap: black Velcro 	
	<ul style="list-style-type: none"> • Indicate on box the color and specs of contents (please refer to: Section V. Special Conditions of Contract, under clause 6.2 – Packaging, page 59, for the complete markings on the boxes) 	
	<ul style="list-style-type: none"> • Twenty-Five (25) pcs. Per box 	
	<ul style="list-style-type: none"> ◆ MARKINGS (yellow texts): 	
	<ul style="list-style-type: none"> ◆ Casino Filipino 	
	<ul style="list-style-type: none"> ➤ 12" x 2.7" (w x h) 	
	<ul style="list-style-type: none"> ➤ 2.5" nearest distance from text baseline to the edge 	

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	❖ Branches (in elliptical path)	
	➤ Font name – Myriad Pro / Semibold	
	➤ Font size – Sixty (60) pts.	
	➤ 2.5" nearest distance from text baseline to the edge	
	❖ www.pagcor.ph	
	➤ Font name – Geometric 231 Heavy BT	
	➤ Font size – One Hundred Twenty-Five (125) pts.	
	➤ 2.5" nearest distance from text baseline to the edge	

- 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 umbrellas shall be replaced within seven (7) calendar days after receipt of notice from the end-user. Failure to replace the same within the same period shall make **MAX IDEAS MARKETING CORPORATION** 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.
- g. Without prejudice to manufacturer's warranty, in order to assure that manufacturing defects shall be corrected by **MAX IDEAS MARKETING CORPORATION**, a warranty shall be required from it for a minimum period of six (6) months after performance of the contract.

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- h. 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.
- i. 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.
- j. In addition, the goods shall have a warranty of six (6) 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 the total amount of **THREE MILLION THREE HUNDRED THOUSAND PESOS, (PhP3,300,000.00)**, VAT exclusive, zero rated transaction, based on any of the following:

A. 90% of the total contract price upon completion of supply and delivery subject to PAGCOR's acceptance in writing of the items described in the PO;	PhP2,970,000.00
B. 10% Retention of the total amount to be paid after three (3) months from the formal acceptance, if and when no patent and latent defects are noted or upon consumption thereof, whichever comes earlier;	PhP 330,000.00
TOTAL	PhP3,300,000.00

OR;

100% of the total contract price to be paid after performance of the contract, 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 ten percent (10%) of the total amount valid for three (3) months from the date of issuance of the Certificate of Acceptance.	PhP3,300,000.00
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13. Performance Security: To guarantee the faithful performance of **MAX IDEAS MARKETING CORPORATION** obligations under this, it shall post a Performance

Signature over printed name of Supplier
 Michael Advintia
 Michael Advintia Co

Handwritten initials/signature

Security prior to the execution of this PO, in accordance with any of the following schedule:

Form of Performance Security	Amount of Performance Security (Equal to Percentage of the Total Contract Price)
a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	
b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	(PhP 165,000.00) Five percent (5%)
c) Surety bond (which is 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.	(PhP 990,000.00) Thirty percent (30%)
d) Any combination of the foregoing.	Proportionate to share of form with respect to total amount of security

14. This Annex A, consisting of six (6) pages, shall form part of **PO # 00158**.

Michael Adriatico
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Signature over printed Name of Supplier/Date

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