

Purchase Order Form No. 689
(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. **WALLS IN MOTION, 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. **WALLS IN MOTION, INC.**, shall complete the Supply, Delivery and Installation of the goods within the time prescribed in the PO. Should **WALLS IN MOTION, INC.**, 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 every 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 **WALLS IN MOTION, 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 forfeiture of the Performance Security and the penalties agreed upon, PAGCOR shall have the option to terminate the contract.

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

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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 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. **WALLS IN MOTION, INC.**, hereby further warrants and represents that:

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

1 lot	Supply, Delivery and Installation of Operable Wall Panels
Total Panel Area	Approximately 40,226.29mm x 2,300mm height
Panel Size	89mm thick, varied width; height is approximately 2.34m meters (verify actual).
Frame	Aluminum and Steel
Panel Trim	Aluminum with PVC sound seal
Panel Core	50 kg. / 3m high density rockwool insulation, 50mm thick minimum
Sound Seal	Retractable top and bottom – jack system or any equivalent for constant pressure

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Track and Roller	Aluminum tracks and polymer trolley system
Track Support	Up to 1.20m from track to existing slab or structural support
Closure Panel Type	Telescopic Panel
Sound Proofing	45 STC estimated (ASTM E90, ASTM E357) with sound barrier
Panel Finish	Lower Portion: 1.20m from floor finish 6mm thk. Laminated Medium Density Fiber (MDF) Board; Ivory Teak Finish; Stipple. Upper Portion: soft wall fabric. 1" thick foam on medium density fiber board. Fabric Specs: <ul style="list-style-type: none">• 100% Polyester• Color: light gray or lime green
Single Leaf Door	800mm(w) x 2100mm(h)
DELIVERY PERIOD:	Within Sixty (60) calendar days from the effectivity date specified in the Notice to Proceed or upon advice of the end-user.
PLACE OF DELIVERY:	Eight (8 th) Floor, PAGCOR Corporate Annex, Carmen Building, 1105 Cor. U.N. Ave, Ma. Orosa St., Ermita, Manila.
WARRANTY PERIOD:	One (1) year from date of acceptance of the goods
PERIOD FOR CORRECTION OF DEFECTS:	Seven (7) calendar days and the response time are within twenty-four (24) hours upon receipt of notice.

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.


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- 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 (7) calendar days and the response time within twenty-four (24) hours upon receipt of notice. Failure to replace the defective items within the same period shall make **WALLS IN MOTION, INC.**, liable for a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the undelivered item/s for each day of delay, including Sundays and Holidays.
- 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 Seven (7) calendar days and the response time are within twenty-four (24) hours upon receipt of notice, a warranty shall be required from it for a minimum period of one (1) year from the date of acceptance of the goods.
- h. The obligation for the warranty shall be covered by either Retention Money 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.
12. Delivery Schedule: **WALLS IN MOTION, INC.**, shall complete the supply, delivery and installation of the goods provided in item 11.a hereof within Sixty (60) calendar days, from the effectivity date specified in the Notice to Proceed or upon advice of the end-user at the Eight (8th) Floor, PAGCOR Corporate Annex, Carmen Building, 1105 Cor. U.N. Ave, Ma. Orosa St., Ermita, Manila.
13. Schedule of payment: PAGCOR shall pay the total amount of **One Million Seven Hundred Thousand Pesos (Php1,700,000.00)**, VAT exclusive, zero rated transaction, based on any of the following:



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<p>A. 90% of the contract price upon completion of the supply and delivery subject to PAGCOR's acceptance [issuance of the Inspection and Acceptance Report (IAR)] in writing of the items described in the PO.</p>	<p>One Million Five Hundred Thirty Thousand Pesos (PhP1,530,000.00)</p>
<p>B. 10% Retention to be paid after one (1) year from the formal acceptance (issuance of the IAR), if and when no patent and latent defects are noted.</p>	<p>One Hundred Seventy Thousand Pesos (PhP170,000.00)</p>

OR:

<p>100% of the contract price 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 (issuance of the IAR) 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 one (1) year from issuance of the final Certificate of Acceptance (issuance of the IAR).</p>	<p>One Million Seven Hundred Thousand Pesos (PhP1,700,000.00)</p>
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14. Performance Security: To guarantee the faithful performance of **WALLS IN MOTION INC's** 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 or 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: <i>Provided, however,</i> that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	Eighty-Five Thousand Pesos (PhP85,000.00)

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<p>Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorize to issue such security specific for the project.</p>	<p>Thirty Percent (30%) Five Hundred Ten Thousand Pesos (Php510,000.00)</p>
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The Performance Security shall remain valid until issuance by the Philippine Amusement and Gaming Corporation (PAGCOR) of the final Certificate of Acceptance.

15. This Annex A, consisting of ten (10) pages, shall form part of PO # 689.

FLORENTE A. APULOG 1-29-16
 Signature over printed Name of Supplier/Date

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