



## AGREEMENT FOR PRINTING SERVICES

This Agreement entered into this 06 OCT 2015 day of 2015 by and between:

**UPLUS Corporation**, a corporation duly organized and existing under the laws of the Philippines, with its head office address at Unit 502 Bldg. 2 VFP MDC Western Bicutan, Taguig City, hereinafter referred to as the "Contractor";

and

**IBIDEN PHILIPPINES, INC.**, a corporation duly organized and existing under the laws of the Philippines, with its head office address at First Philippine Industrial Park, Brgy. Sta. Anastacia Sto. Tomas, Batangas, Philippines, hereinafter referred to as the "Customer".

WHEREAS, the Contractor offers to render printing services to the Customer for the latter's business operations;

WHEREAS, the Customer hereby accepts such offer of the Contractor;

NOW THEREFORE, for and in consideration of the foregoing premises and material premises set forth below, the Parties hereby agree as follows:

### 1. DESCRIPTION OF CONTRACT

The Contractor shall provide the following printers and toner/cartridge to the Customer for the duration of this Agreement:

- a. Eight (8) units of Canon 6535 with one (1) toner per unit per month

Monthly Service Fee = ₱42,560.00 (₱5,320.00/unit/month)

- b. Three (3) units of HP 7612 (A3 Size Multifunction Printer) with one (1) set of cartridges per unit per month

Monthly Service Fee = ₱12,255.00 (₱4,085/unit/month)

Total Monthly Service Fee = ₱54,815.00

Toner and/or cartridge consumed in excess of the one (1) piece of toner or cartridge per printer unit per month included in the monthly service fee shall be chargeable to the Customer and the price of which shall be included to the monthly billing statement.



- a. For Canon 6535 Toner = ₱5,320.00 each
- b. For HP 7612 = Black Cartridge – ₱1,300.00 each  
Colored cartridge ( C,M,Y ) – ₱700.00

### 3. CONTRACT TERM

This contract shall be valid for a period of two (2) years to commence from the time all the printer units contemplated herein are delivered and properly installed and turned-over to the Customer's premises, ready for actual use.

### 4. EXTENSION OF AGREEMENT

- a. The parties hereto may choose to extend or renew this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.
- b. The Customer shall notify the Contractor in writing one (1) month before the expiration of this Agreement of its intention not to renew this Agreement.

### 5. PRE-TERMINATION OF AGREEMENT

Should the Customer decide to pre-terminate this Agreement for any reason whatsoever, an advance written notice thereof should be given by the Customer to the Contractor at least one (1) month before the intended date of termination. In case of pre-termination, the service fee for the month when the termination is effected shall be reduced proportionately.

Upon termination or expiration of this Agreement, the Contractor shall retrieve all printer units at its own cost. The Contractor shall also retrieve all empty cartridges for disposal at no cost to the Customer. The Customer shall let any Contractor's authorized representative to retrieve all units of printers and empty cartridges.

### 6. SERVICE INCLUSIONS

The Contractor shall provide the following to the Customer, free of charge:

- a. Weekly Preventive Maintenance
- b. Provide a back-up unit for each printer model (Lead time for delivery of back-up unit will be within one (1) week from receipt of report from the Customer.)
- c. In case of breakdown of unit, the Contractor shall repair such defective unit and provide the Customer a back-up unit if the defective unit cannot be repaired within two (2) days from the time the Contractor was informed of the breakdown or malfunction.
- d. All consumable parts of printer and technical service charges will be shouldered by the Contractor except intentional damage to the printer done by the Customer.

### 7. DELIVERY OF CONSUMABLES

The toner and cartridge requested by the Customer shall be delivered to the Customer in good order and usable condition within two (2) days after receipt of the order request from the Customer.



**8. INVOICING AND PAYMENT**

The Contractor shall submit an invoice to the Customer based on the amount herein indicated, and the Customer shall pay such amount within thirty (30) days upon receipt of the correct invoice. The Customer shall withhold the appropriate taxes from its payments to the Contractor. All payments of the Customer, being a PEZA registered company is VAT zero-rated.

**9. DAMAGE TO PRINTER**

If the whole or any part of the printer provided to the Customer is damaged or destroyed by reason of the Customer's fault and/or negligence, the Customer shall be charged an amount equivalent to the depreciated value of the damaged/destroyed printer.


**10. ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties concerning the subject matter hereof and shall, as of the effective date hereof, supersede all previous understandings and agreements, whether oral or written, between the parties on the subject.

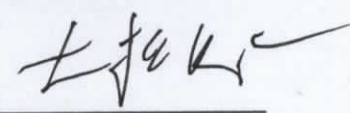
No amendment from this Agreement shall be binding upon the parties unless executed in writing by both parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this date 016 OCT 2015 at Taguig City.

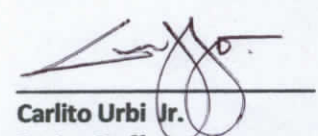
**UPLUS CORPORATION**

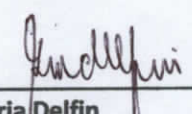
  
\_\_\_\_\_  
Young Jin Kang  
President

**IBIDEN PHILIPPINES, INC.**

  
\_\_\_\_\_  
Akito Tsuchibashi  
President & CEO

Signed in the presence of:

  
\_\_\_\_\_  
Carlito Urbi Jr.  
Senior Staff

  
\_\_\_\_\_  
Gloria Delfin  
Information Technology Section Manager





ACKNOWLEDGEMENT

Republic of the Philippines )  
Taguig City ) S.S.

BEFORE ME, a Notary Public for and in the Taguig City on this 016 OCT 2015  
personally came and appeared:

Names	Passport	Date/Place Issued
Young Jin Kang	M83904486	02/18/13 KOREA
Akito Tsuchibashi	TH5637505	03/31/08 Japan

sworn to me before and known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their free act and voluntary deed and of the corporations they represent.

This document refers to an Agreement for Printing Services consisting of four (4) pages including the page where this acknowledgement is written signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 049  
Book No. II  
Page No. III  
Series of 2015.

