



**EGATE INC.**

*Satisfying your industrial needs*

## **CONTRACT AGREEMENT**

This contract is made on November 17, 2020 (Month/Day/Year) by and between, **EGATE INC.**, with its head office address at Unit E Nanay Nora Bldg. Cavite Viejo Centennial Road, Gahak Kawit Cavite (hereafter referred to as the "SUPPLIER") and **SEWING TO PERFECTION**, with its head office address at 16 Ampere St. LISP 1 Bgy Diezmo Cabuyao, Laguna hereinafter referred to as "Customer".

### **1. DESCRIPTION OF CONTRACT**

**Printer Contract and Services** - whereas the Customer agrees to use the Printer Fixed Rate scheme, on a monthly basis as required and needed, whereas, the supplier agrees to provide free maintenance and services for the following item/unit:

DEPLOYMENT AREA	DESCRIPTION	QUANTITY
Admin	HP Ink Jet HP 7720 A3 Multifunction Printer - Colored	1 unit

### **2. GRANT OF SERVICE**

Customer, acknowledge the supplier's practical solution to this concern and willing to enter into a contract agreement that will allow the Supplier to supply the minimum quantity under the terms and conditions mutually agreed by both parties.

### **3. Contract Term**

**Term of contract:** The term of Customer shall begin on the commencement date of November 17, 2020.

**a. Commencement Date:** The "Commencement Date" shall mean the date on which the "SUPPLIER" delivers the printer to "CUSTOMER" designated area or the date Indicated in the Delivery Receipt (DR).

**b. Default Period:** The "Default Period" shall mean the scope validity of the contract or the lock-in period which is Twenty-Four (24) months or two (2) years being indicated deployed starting from its commencement date.

**C.Provision:**

1. Fixed Printer Package of the above item/unit on Monthly rental basis. Stated here under the amount of monthly rental without increase during the lock-in period:

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
HP Ink Jet HP 7720 A3 Multifunction Printer - Colored	1 unit	Php 4,500.00	Php 4,500.00
Printer Excess Print Out (per page charges) = Php 1.00/page			
Total Amount			Php 4,500.00

2. Customer cannot downgrade the package. However, if customer wanted to avail additional printer, this will be under another package for negotiation and if, by the same pricing scheme and package.

3. Supplier will provide person for maintenance and services in a monthly basis or need of customer, in case of malfunction encounter right after the maintenance schedule, Client should file a Ticket complain by using the system provided by the Supplier. All complain/request will be entertain thru supplier system.

**NOTE: Phone and Email complaint/request of service are not VALID, Technician will be deploy upon receipt of Ticket Request thru vendor system.**

4. Empty cartridge/toner/CIS Tank shall be recalled / pull-out upon replenishment.

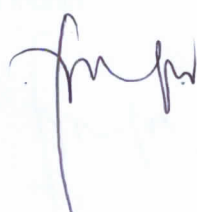
5. Supplier will be the one to do the services and maintenance for the printers.

6. Supplier is responsible to initially connect to customer network. If Customer encounters problem due to their internal network, Supplier is not liable to fix it but supplier can offer their services for the IT functions with their corresponding Service Fee.

**d. EXTENSION**

a. The parties may extend this Agreement upon such terms and condition as may be agreed upon in writing and signed by the parties at the time of any such extension.

b. Customer shall notify in writing, one (1) month before the end of the contract, his/her intention not to renew said Agreement, otherwise, Contract Agreement is presumed automatically renewed.





#### **4. PRE-TERMINATION OF AGREEMENT**

Should Customer decide to pre-terminate the Contract Agreement, an advance notice of one month should be submitted in writing indicating the reason for the pre-termination and settle in full all pending invoices. However, If the reason arise due to circumstances that is unacceptable to Customer, all dues deemed settled and supplier property should be take as soon as possible.

#### **5. RESTRICTIONS ON USE**

- a. Customer shall be liable for damages on the printer due to negligence or accident, provided with written report of Investigation process.
- b. Deployed printer cannot be relocated from its original place of installation. Problems arising from such relocation as in change in the configuration and the resulting cost in re-configuring and other repairs shall be borne by the Customer.


#### **6. DAMAGE TO PRINTER**

- a. If the whole or any part of the Printer is damaged or destroyed by accident or due to Customer's wrongful use, the Customer shall be charged with the actual value of the printer, provided with written report of Investigation Process.
- b. Damage by using poor quality Ink / Cartridge / Toner which is provided by Customer shall be charged also, provided with written report of Investigation Process.
- c. Using low quality of paper may damage the printer unit, Supplier requires to use not less than 70 GSM. If Customer still used low quality of paper and may cause of damage to Printer, damaged parts shall be charged to the Customer provided with written report of Investigation Process.

#### **7. SUPPLY, PARTS, MAINTENANCE**

- a. Supplier shall provide the Customer with quality printer, the model/type pre-determined prior to signing of this Agreement.
- b. Supplier shall perform monthly maintenance work on the unit, with submission of report to Customer thru Vendor System.
- c. Supplier shall respond to any service request within the day but not exceeding in 48 hrs, In-case there is no available parts Supplier should provide service unit and upon neglect, customers may deduct/reduce cost, that will cover the damage or inconveniences in the end of later.
- d. Supplier may supply also required paper requirements but it is excluding on the contract price.

#### **8. TERMS AND PAYMENT**

- a. Basic Fix Rate Charges is Php 4,500 with inclusions of 3,500 pages printouts.
  - b. In excess of the above declare printouts, printing will be charged Php 1.00/page
  - c. Issuance of Invoice for the said payment will be every 4th week of the month.
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# 9. AGREEMENT

No amendment, change or variance from this Agreement shall be binding on either party unless executed in writing and agreed by both parties.

## ATTESTATION:

Customer hereby declares that all information provided here are true and correct. As necessity to update declared information shall be informed to Egate Inc.. A revision of contract shall follow.

We hereby certify that this agreement has been made in good faith, verified and understood by both PARTIES, as signed below.

Customer: SEWING TO PERFECTION

Conforme: EGATE INC.

Marianne A. Padua

Authorized Company Representative  
(Please sign over printed name)

Admin / HR Manager

Position of Representative

11/17/2020

Date

Authorized Company Representative  
(Please sign over printed name)

Position of Representative

Date

✓ Admin / HR

*[Signature]*