



**EGATE INC.**

*Satisfying your industrial needs*

## SERVICE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into by and between:

**Philippines International Manufacturing and Engineering Services Corporation**, duly organized and existing under and by virtue of the laws of the Philippines, with principal office at **Block 16, Phase IV, Cavite Economic Zone, Rosario, Cavite**, represented herein by **Ms. Florafe M. Bantayan – EVP/CFO**, and hereinafter referred to as the "**CUSTOMER**".

- and -

**EGATE INC.**, duly organized and existing under and by virtue of the laws of the Philippines, with its head office address at **Unit E Nanay Nora Bldg Cavite Viejo Centennial Road Gahak, Kawit, Cavite**, represented herein by **Mr. Yong Jin Kang – President**, and hereafter referred to as the "**SUPPLIER**".

### 1. DESCRIPTION OF CONTRACT

Photocopier/Printing Contract and Services - whereas the Customer agrees to use the Photocopier Package Scheme, on a monthly basis as provided by the supplier, whereas, the supplier agrees to provide free maintenance and services.

### 2. GRANT OF SERVICE

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

### 3. CONTRACT TERM

The term of this Contract shall begin on the commencement date April 1, 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 Twelve (12) months or One (1) year for photocopier and printer package being indicated deployed starting from its commencement date.

#### c. Provisions:

1. Fixed rate for Photocopier Package of Konika Minolta on Monthly basis which prices are indicated on Quotation.

Unit E Nanay Nora Bldg. Cavite Viejo Centennial Road Gahak, Kawit, Cavite Phils. 4104

Tel. No. : 046- 436-1712 Mobile No.: 0917-5078084 / 0998-5776119

Email Address : egate09175078084@gmail.com

*Yong Jin Kang*  
*Ms. Florafe M. Bantayan*



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2. Customer cannot downgrade the package. However, if customer wanted to avail additional photocopier, this will be under another package for negotiation.
3. Supplier will provide full time technician for the operation and maintenance of the photocopier.
4. Empty cartridge/toner shall be recalled / pull-out upon replenishment
5. In carrying out the duties and responsibilities, the technician on site shall comply and follow with all customer policies, procedures, rules and regulations, both written and oral.

#### **d. Extension**

1. The parties here to may elect to 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.
2. Customer shall notify in writing, two (2) months before the end of the contract, his/her intention not to renew said Agreement. Otherwise, Contract Agreement is presumed automatically renewed.

#### **4. NO EMPLOYER-EMPLOYEE RELATION**

There shall not be, in any manner, an employer-employee relationship between P.IMES and the supplier, its employees assigned or other person on account of the performance of the service under contract and as such the P.IMES shall not liable to pay the supplier's assigned employee any benefits mandated under the law that is given to the regular employee of P.IMES.

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

Should Customer decide to pre-terminate the Contract Agreement, an advance notice of one (1) month should be submitted in writing indicating the reason for the pre-termination and settle in full all pending invoices.

#### **6. RESTRICTIONS ON USE**

- a. Customer shall be liable for damages on the photocopier due to negligence or accident.
- b. Deployed photocopier 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 reconfiguring and other repairs shall be borne by the Customer.

#### **7. DAMAGE TO PHOTOCOPIER**

- a. If the whole or any part of the Photocopier is damaged or destroyed by accident or due to Customer's wrongful use, the Customer shall be charged accordingly.
- b. Damage by using poor quality Cartridge / Toner which is provided by Customer shall be charged also.

#### **8. SUPPLY, PARTS, MAINTENANCE**

- a. Supplier shall provide the Customer with quality photocopier, the model/type pre-determined prior to signing of this Agreement.

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*Signature*



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b. Supplier shall perform monthly maintenance work on the unit.

**9. TERMS AND PAYMENT**

a. Monthly Basic Charges is Php3,700.00 up to 48,000 pages of Monochrome Printing for 6 units. In excess of the said page we will apply Php0.40/page for Monochrome.

b. Issuance of Invoice for the said payment will be every 5<sup>th</sup> day of the month.

**10. AGREEMENT**

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

IN WITNESS WHEREOF, the parties have caused this Contract signed in this

JUN 30 2020 of \_\_\_\_\_, 2020 in Rosario, Cavite.

Ms FLORAFE M. BANTAYAN

EVP/CFO

Mr. YOUNG JIN KANG

PRESIDENT

Signed in the Presence of:

Ms. MARIETTA S. QUEJADA

Officer- Logistics

Ms MARIBETH MEMIJE

Sales and Marketing Officer



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**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES

City of GEN. TRIAS, CAVITE


**BEFORE ME**, a Notary Public for and in Province of Cavite, Philippines this JUN 30 2020 day of \_\_\_\_\_ 2020 personally appeared the following person with their respective Passport No./ CTC No. both known to me to be the same person who executed the foregoing Agreement and they acknowledge to me that the same is their free and voluntary act and deed.

NAME	Passport No./ CTC No.	Date/Place of Issue
FLORAFE M. BANTAYAN	<u>PP# EC 4496479</u>	<u>June 29, 2015 / DFA Manila</u>
YOUNG JIN KANG	Driv. Lic. # X01-95-024386	May 5, 2019/Manila

IN WITNESS WHEREOF, they have hereunto set their names on all pages of this Contract on the date and place herein specified.

WITNESS MY HAND SEAL on the place aforesaid.

Doc. No. 392  
Page No. 80  
Book No. 37  
Series of 2020

  
**ATTY. LOUIE G. SAPGUIAN**  
NOTARY PUBLIC  
My Commission expires on Dec. 31, 2021  
Roll of Attorney No. 63078  
PTR No. 3241057 Jan. 02, 2020 GTC  
IBP Lifetime No. 015549 Jan. 03, 2017  
MCLE Compliance No. VI-0004712