

CONTRACT AGREEMENT

This contract is made on _____ (Month/Day/Year) by and between, **Egate Inc.** with its head office address at **Unit E Nanay Nora Bldg. Cavite Viejo Centennial Road, GahakKawit Cavite** (hereafter referred to as the "SUPPLIER") and **Arkray Industry Inc.** With its head office address at **Lot 22 Phase 1 Brgy Sta. Anastacia Sto. Tomas Batangas, 4234**, hereinafter referred to as "Customer".

1. DESCRIPTION OF CONTRACT

Printer Contract and Services - whereas the Customer agrees to use the **HP LaserJet Pro400 Color MFP M477FDW** Toner Basis Scheme, whereas, the supplier agrees to provide free maintenance and services for the items/unit:

2. GRANT OF SERVICE

Customer, acknowledge the supplier's practical solution to this concern is 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 his Customer shall begin on the commencement date _____.

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 being indicated deployed starting from its commencement date.

c. Provision:

1. The Printer Package of the above item's/unit's on Toner Basis.
2. Supplier will provide the person every time the printer needs the maintenance and services using Ticketing System.
3. Empty Toner shall be recalled / pull-out upon replenishment.
4. Supplier will be the one to do the services and maintenance for the printers.

d. EXTENSION

- a. 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.
- b. 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. 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.

5. RESTRICTIONS ON USE

- a. Customer shall be liable for damages on the printer due to negligence or accident.

b. Deployed unit 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 the actual value of the photocopier.
- b. Damage by using poor Toner which is provided by Customer shall be charged also.

7. SUPPLY, PARTS, MAINTENANCE

- a. Supplier shall be provided 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.
- c. Supplier shall respond to any service request within not later than 48 hours.

8. 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 Uplus Corporation. 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: ARKRAY INDUSTRY INC

for Uplus Corporation
RYOSUKE KAMEYAMA
Authorized Company Representative
(Please sign over printed name)

FACTORY DIRECTOR
Position of Representative

2018/05/08
Date

Supplier: EGATE INC.

MANUEL M. PANEDES
Authorized Company Representative
(Please sign over printed name)

SALES / ADMIN OFFICER
Position of Representative

05-04-18
Date

Tahimie J. Filio
ATTY. TAHIMIE J. FILIO
NOTARY PUBLIC
UNTIL DEC. 31, 2019
ROLL NO. 18529
IBP NO. 020030-01-03-18, IMUS CITY
MCLE NO. VI-0001272
COMMISSIONED IN BACOR, CAVITE

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