

CONTRACT AGREEMENT

This contract is made on 01 OCT 2017 (Month/Day/Year) by and between,

EGATE INC. with its head office address at Unit E Nanay Dora Bldg. Cavite Viejo Centennial Road, Gahak Kawit Cavite (hereafter referred to as the "SUPPLIER") and **ARTNATURE MANUFACTURING PHILS., INC.** with its head office address at Lot 2 First Street FPIP Brgy. Anastacia Sto. Tomas Batangas, Phils. 4234 hereinafter referred to as "Customer".

1. DESCRIPTION OF CONTRACT

Photocopier Printing Contract and Services - whereas the Customer agrees to use the Photocopier Package scheme of Minolta C360, on a monthly basis as required 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 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 01 OCT 2017.

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 for photocopier being Indicated deployed starting from its commencement date.

c. **Provision:**

1. Fixed rate for Photocopier Package of Minolta C280 on Monthly basis. Which prices are indicated on Quotation.
2. Customer cannot downgrade the package. However, if customer wanted to avail additional printer, this will be under another package for negotiation.
3. Supplier will provide the person every time the photocopier needs the maintenance and services.
4. Empty cartridge/toner shall be recalled / pull-out upon replenishment.
5. 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.

EGATE INC.

Address: Unit E Nanay Nora Bldg. Cavite Viejo Centennial Road Gahak, Kawit, Caviote
Tel. No.: 046-4361712 / 046-5057608 / 0917-507-8084
Email Address : egate09175078084@gmail.com Website: printer.com.ph

- 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. Customer also requires to pay the 70% shares for the newly installed parts if the contract is pre-terminated.

5. RESTRICTIONS ON USE

- a. Customer shall be liable for damages on the printer 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.

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 quality Cartridge / Toner which is provided by Customer shall be charged also.

7. SUPPLY, PARTS, MAINTENANCE

- a. Supplier shall be provided the Customer with quality photocopier, 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 48 hours.
- d. Supplier shall provide 2 sets of toner to prevent downtime (1 set to be installed and 1 set as back up).

8. TERMS AND PAYMENT

- a. Basic Fix Rate Charges is Php 8,000.00 with inclusions of 5000 pages printouts for Monochrome and 500 pages printouts for colored.
- b. In excess of the above declare printouts, Monochrome printing will be charged Php 0.50/page and Php 6.00/page for colored printing.
- c. For Parts: Supplier and Customer will be share for the total amount of broken parts. Supplier will be shoulder the 70% and Customer is 30% of the total amount.
- d. Issuance of Invoice for the said payment will be every 4th week of the month.

9. 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.

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

Customer (Artnature Manufacturing Phils. Inc.):

Mr. Hisayuki Kawazoe

Authorized Company Representative
(Please sign over printed name)

President

Position of Representative

Date Signed

Supplier (EGATE Inc.):

Mr. Young Jin Kang

Authorized Company Representative
(Please sign over printed name)

President

Position of Representative

October 17, 2017

Date Signed

Signed in the Presence of:

Name: Albert Aguinado
Company: Artnature Manufacturing Phils. Inc.
Designation: General Manager

Marbeth M. Parerdes
EGATE Inc.
Sales and Marketing Officer

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the City of MANILA on this 29 day
of DEC 29 2017 personally came and appeared.

Name	Identification Card #	Date / Place Issued
Young Jin Kang	Driver's Lic. X01-95-024386	June 6, 2016

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.

This document refers to a Contract Agreement including this page wherein this acknowledgement is written signed by the party and their instrumental witnesses on each and every page hereof.

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

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ATTY. JOSELYN BONNIE V. VALEROS
NOTARY PUBLIC, ROLL NO. 54515

PRR No. 5821026 Issued on: Dec. 27, 2016 Until Dec. 31, 2017

ICP Life No. 723063 Issued on: Aug. 21, 2007

Commission No. 2016-099 Issued on: April 26, 2016, Until Dec. 31, 2017

MCLE No. V-0022289 Issued on June 14, 2016 Valid until April 1, 2019

Office Add: Imperial Bayfront Tower, 1642 A. Masang, Manila

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