



**UPLUS Corporation**

*Satisfying your industrial needs*

## CONTRACT AGREEMENT

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This contract is made on April 1, 2017 (Month/Day/Year) by and between, **UPLUS Corporation** with its head office address at **Unit D Nanay Nora Bldg. Cavite Viejo Centennial Road, GahakKawit Cavite** (hereafter referred to as the "SUPPLIER") and **Ju Young Electronics Phils., Inc.** with its head office address at **Lot 6 Block 21, Phase III 4th Street, PEZA, Rosario, Cavite City, 4106**, hereinafter referred to as "Customer".

### 1. DESCRIPTION OF CONTRACT

**Printer Contract and Services** - whereas the Customer agrees to use the HP Printer (HP 7612) Fixed Rate scheme at Engineering Section, on a monthly basis as required by the supplier, 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 (April 1, 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 Twelve (12) months or one (1) year being indicated deployed starting from its commencement date.

#### c. Provision:

1. Fixed Printer Package of the above item's/unit's on Monthly rental basis. State here the amount of monthly rental is Php 3,900.00.
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 printer needs the maintenance and services using Ticketing 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.

#### Uplus Corporation

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



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**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 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 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 quality Ink / Cartridge / 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 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.

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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:**

*EDRA / El Cuto  
CASTRO*

Authorized Company Representative  
(Please sign over printed name)

*Peuch. Supervisor*

Position of Representative

*4 - 7 - 17*

Date

**Conforme: UPLUS CORPORATION**

Authorized Company Representative  
(Please sign over printed name)

Position of Representative

Date

**Uplus Corporation**

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