

## CONTRACT AGREEMENT

This contract is made on February 1, 2018 (Month/Day/Year) by and between, **EGATE INC.** with its head office address at Unit D Nanay Nora Bldg. Cavite Viejo Centennial Road, GahakKawit Cavite, Philippines (hereafter referred to as the "SUPPLIER") and **ACADEMY PLASTIC MODEL CO., LTD.** with its head office address at Lot 6 Blk 4 Phase 2 CEZ Rosario, Cavite, Philippines hereinafter referred to as "Customer".

### 1. DESCRIPTION OF CONTRACT

**Printer Contract and Services** - whereas the Customer agrees to use the HP Printer Fixed Rate scheme, on a monthly basis as required by the supplier, whereas, the supplier agrees to provide free maintenance and services for HP Officejet 8610.

### 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 (February 1, 2018).

**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:

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
HP Ink Jet HP 8610 A4 Multifunction Printer – Colored	2 units	Php 3,500.00	Php 7,000.00

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.

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

#### **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

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.
- 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 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 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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Email Address : egate09175078084@gmail.com Website: printer.com.ph

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this date 08 FEB 2018  
at ROSARIO, CAVITE.

**Customer:**

Mr. Kim Euk Ki  
Authorized Company Representative  
(Please sign over printed name)

Managing Director  
Position of Representative

Date Signed

**Supplier:**

MS. MARIBETH M. BAYOES  
Authorized Company Representative  
(Please sign over printed name)

SALES OFFICER  
Position of Representative

02-01-18  
Date Signed

**ACKNOWLEDGEMENT**

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

BEFORE ME, a Notary Public for and in the City of ROSARIO, CAVITE on this \_\_\_\_\_ day  
of 03 FEB 2018 personally came and appeared.

Name	Identification Card #	Date / Place Issued
_____	_____	_____
_____	_____	_____

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.

Doc. No. 46  
Book No. II  
Page No. II  
Series of 2018

Tahimik J. Filio  
**ATTY. TAHIMIK J. FILIO**  
NOTARY PUBLIC  
UNTIL DEC. 31, 2019  
ROIL NO. 18529  
IBP NO. 020030-01-03-18, IMUS CITY  
MCLL NO. VI-0001272  
COMMISSIONED IN BACOR, CAVITE

**EGATE INC.**

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