

**P.IMES Corp.**



**Site 1**

Blk 16 Phase IV Cavite Economic Zone  
Rosario Cavite, Philippines 4106  
Tel No.: (046) 437-2401 to 10  
Fax No.: (046)437-2415/16  
VAT REG. TIN:003-296-604-000

**Site 2**

Lot 8, Blk 14 Phase 3 Cavite Economic Zone  
Rosario Cavite, Philippines 4106  
Tel No.: (046) 437-2401 to 10 loc 5601 - 5613  
Fax No.: (046)437-0031

**PURCHASE ORDER**

No. **1000062967**

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DATE: January 10, 2020

<b>TO:</b> IBS ELECTRONICS INC.  Unit 308 Alpap 11 Bldg., Trade St., cor. Investment Drive, Madrigal, Buss. Park, Alabang, Muntinlupa Philippines  Attention: Beth I. Dureza  Tel No.: (02) 807-6827; LOC102	<b>PAYMENT TERMS:</b> 15 DAYS NET  <b>FREIGHT TERMS:</b>  <b>SHIP VIA:</b> DHL #965-538-932  <b>REQUESTING DEPT.:</b> ATS
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LINE NO.	ITEM NO.	ITEM DESCRIPTION	QUANTITY	DELIVERY DATE	UNIT COST	TOTAL AMOUNT
1	ARPRIA015-CC1502031	Ferrule 22Awg White (1502031) FSD75-8-D 30 ***Nothing Follows***	1,500.00 PC	01/25/2020	0.0700	105.00
<b>TOTAL AMOUNT</b> One Hundred Five And Xx / 100			<b>USD 105.00</b>			

<b>REMARKS:</b> Cable Consolidated-20-010320
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<b>BUYER:</b> Dana Joyosa	<b>CONFORME:</b> _____ Supplier's Representative
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**SYSTEM GENERATED PURCHASE ORDER. NO SIGNATURE REQUIRED**

**TERMS & CONDITIONS:**

- 1) **QUALITY:** P.IMES reserves the right to reject and refuse acceptance on orders which fail/s to conform to the specification/s set by P.IMES. Delivered products that are rejected should be immediately replaced and withdrawn at the expense of the Supplier. Rejected products should be withdrawn within six (6) working days from the date of notice of such rejection, otherwise, it shall be dispose of to defray storage expense.
- 2) **DELIVERY:** P.IMES reserves the right to reject or accept any or all late deliveries. Failure on the part of the Supplier to deliver when due will authorize P.IMES to impose a penalty as liquidated and consequential damages for each day of delay in the delivery of the total undelivered portion. Likewise, P.IMES may purchase the undelivered products from other suppliers and charge the defaulting Supplier of any additional cost incurred by P.IMES.
- 3) **PRICING:** The unit price shall be based on the agreed price between P.IMES and Supplier. In the event that there will be price adjustment, a written notice shall be given to P.IMES. In case P.IMES and Supplier cannot agree on the price adjustment, P.IMES has the right to cancel this Purchase Order.
- 4) **CLAIM:** Claim attributable to the Supplier such as but not limited to (1) Miscellaneous Charges like downtime, overtime or rework; (2) Rejected products cost including affected parts or components already installed or assembled if any shall be made in writing by P.IMES. Claim not settled within the period specified in writing shall authorized P.IMES to deduct from its account payable to the Supplier the amount of claim.
- 5) **VERIFICATION:** P.IMES or its customer shall have the right to perform verification of the ordered product/s at the supplier's premises to determine whether agreed upon arrangement and/or method of product release are being met.
- 6) **ENVIRONMENTAL AND SAFETY COMPLIANCE:** Supplier shall comply to all applicable environmental and safety related requirements of P.IMES or its customer. Any non-conformance found by P.IMES or its customer shall be feedback to Supplier within forty-eight (48) hours after detection.
- 7) **CANCELLATION:** P.IMES reserves the right to cancel this Purchase Order or the remaining balance with a thirty (30) days written notice without incurring any cancellation charge unless otherwise agreed by both parties.
- 8) **INDEMNIFICATION:** Supplier shall protect and indemnify P.IMES from and against all claims, damages, judgment, expenses and loss arising from the manufacture, sale or use of inventories embodied in the ordered products.
- 9) **RISK OF LOSS:** Supplier assumes all risk of loss or damage on (1) ordered products until its delivery to P.IMES subject to shipment terms as agreed upon on this Purchase Order, and (2) ordered products or part thereof rejected by P.IMES from the time it is returned back to Supplier until redelivery to P.IMES.
- 10) **GOVERNMENT REGULATION:** Supplier warrants that all applicable laws, rules and regulations of government authority covering the production, sale and delivery of the ordered products specified herein have been complied with.
- 11) **FORCE MAJEURE:** Neither party hereto shall be liable to the other of damages if either's default is due to a cause beyond its control and without its negligence including flood, fire, explosions, acts/s of the government, strike, unusually severe weather, quarantine restriction, epidemic or catastrophe.
- 12) **BUSINESS POLICY:** Supplier warrants that it shall not give or promise to give any money or gift, or exert or utilize such unlawful influence for the purpose of influencing any decision regarding this Purchase Order. Breach of this Policy shall be sufficient ground for P.IMES to terminate this Purchase Order without prejudice to appropriate legal actions.
- 13) **MISCELLANEOUS:** This Purchase Order as the same maybe amended or modified in writing, supersedes all prior understanding, transactions and communication or writings with respect to the matter referred to herein. In the absence of any other formal agreement or contract, this Purchase Order shall be generally accepted as the "substitute" contract.