

# FIRST PGMC ENTERPRISES INC.

12th Floor Centerpoint Bldg., Julia Vargas Cor  
Garnet Street Ortigas Center San Antonio, City of Pasig NCR, Second District 1600 Philippines  
TIN 008-817-094-000  
Tel No. (632) 7730-2639

## PURCHASE ORDER

Shipped From:	Shipped To:	05/08/2023
TRIBAL DDB INC.	FPGMC HEAD OFFICE	09:45:57
16th Flr., Two World Square	12F, Centerpoint Condo,	Page: 1 of 2
#22 Upper Mckinley Road, Mckinley Hususan,	Ortigas Center, Pasig City	Order Number: 2500007683
Fort Bonifacio		Branch Plant: HQS1
Tel: 09988538769 Mobile:		Payment Terms: V30
		Shipment Terms:
		Validity: 04/28/2023 - 12/31/2023

Vendor Code: 6002468 TIN: 007072636

Requested Date:04/26/2023	Currency Code: PHP	Requisitioner: MMMKT3
Ordered Date:04/28/2023	Exchange Rate: 1.00000	Order Taken By: MMEJAE

Line No	Item Number	Item Description	Quantity	UCM	Unit Price	Ext. Price	Delivery Date	PR Number	Mat Grp.
00010		SS Chinese Lauriat Campaign KOL Fees	1	AU	2,338,588.55	2,338,588.55	04/27/2023	1500008454	SVC
	MA-SSSS-PRD-23-0432	PWP#							
	5000002114	IO#							
	2116021005	GL#							
	FIRST PGMC-SILVER-SWAN-2023-0004								
	2,338,588.55								

Order: 005000002114

Total Order (vat. ex) 2,338,588.55

Terms: within 30 days Due net Tax Rate: 12.00 % Tax: PHP 280,630.63 Total Order (vat inc.): PHP 2,619,219.18

THIS PURCHASE ORDER IS VALID FOR FIVE (5) YEARS FROM DATE OF PERMIT TO USE THIS DOCUMENT IS NOT VALID FOR CLAIMING INPUT TAXES THIS PO IS ELECTRONICALLY APPROVED AND DOES NOT REQUIRE SIGNATURE	CONFORME: <i>(By Supplier's Authorized Signatory)</i>	Buyer:	Date
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Purchase Order Number: 2500007683  
BIR CAS Permit No.: 1904\_0116\_PTU\_CAS\_000501 Dated : April 15, 2019  
Inclusive Series : 2000000000 # 2799999999  
Valid until : April 30, 2024

Terms and Conditions:

The terms and conditions as stated below and any of the specifications, drawings, samples and additional terms and conditions which may be incorporated herein by reference or appended hereto are part of this Contract/ Purchase Order. By accepting this Contract/Purchase Order or any part thereof the Seller agrees to and accepts all foregoing terms and conditions.

1. The number of this Contract/Purchase Order must appear on the corresponding Sales Invoice. Shipping papers and other pertinent documents and the Seller's VAT NO., when applicable, must be on all Invoices/Delivery receipts.
2. NO Payment will be made unless original Sales Invoice is received by Buyer's Accounting Department or its authorized payment processing agent.
3. The Seller shall deliver the Goods and Services to Buyer within the period expressly stated in the face hereof. Payment will only be due upon complete delivery and accomplishment of agreed payment terms which shall be evidenced by a material receiving report and original Sales Invoice. Partial payment may be due upon partial delivery if so specified or agreed by Buyer.
4. Seller acknowledges that time is of the essence in the performance of its obligations and that each day of delay in the delivery of the Goods and performance of its Services will cause the Buyer substantial damage including but not limited to, lost profits, loss of goodwill, etc. Thus, the Seller shall deliver the Goods and Services ordered by the Buyer at the designated and required time provided by the Buyer which shall be stated herein. Delivery shall be made by the Seller at the place designated in the relevant Contract/Purchase Order at his own expense when specified. If there is no accepted delivery of Goods and Services on the required date and place, the Seller shall not be entitled to any payment. In addition, the Buyer shall have the following remedies: (a) Consider this Contract/Purchase Order rescinded without need of judicial intervention and require the Seller to pay damages, opportunity cost, expenses incurred by the Buyer which in no case shall be less than 2.5% of the value of this Contract/Purchase Order, and related incremental costs for the selection of another party who will deliver the Goods or perform the Service; or (b) Choose to accept late delivery but impose a penalty on late delivery in the amount of 0.1% of the price for each day of delay by way of damages until the Goods are delivered or Services are performed in full and to the satisfaction of the Buyer.

In case of partial delivery, the aforementioned remedy and corresponding penalty may be imposed in the proportion with the unperformed portion, at the option of the Buyer. Within 2 days prior to delivery date, if the Seller determines that he cannot comply with his obligation to deliver the Goods and Services, he shall immediately inform the Buyer of such matter. In such instances, the Buyer shall be given the right to make replacement orders with other suppliers. Any differential/incremental costs that the Buyer incurs due to such cancellation shall be borne by the Seller.

5. Seller warrants that it is an independent contractor and shall comply with all existing labour laws, rules and regulations with regard to the payments of wages, salaries and benefits to its employees including but not limited to the Social Security Law of 1997 (republic Act No. 1161 as amended by Republic Act No. 8282) and other relevant laws, rules and regulations. The Seller shall solely be responsible for any wrongful act of his employees which may be sustained by himself, his employees or third persons, arising out of in connection with this Contract/Purchase Order or work done in connection with said order.
6. If Buyer's business or any relevant part thereof is interrupted or resisted of any strike, lockout, industrial dispute, war, riot, civil disorder, fire, explosion, flood, accident, plant breakdown, intervention of government or other authority or any other cause beyond the Buyer's reasonable control, the Buyer shall be entitled to postpone, reduce and/or cancel the delivery of Goods and the performance of Services during any such period of interruption or restriction, but either party shall be entitled, by giving notice in writing to the other, to terminate the Contract without prejudice to any of their accrued rights, if any, if such period of interruption of restriction continues for six weeks or more.
7. The Seller warrants that the Goods delivered to the Buyer will be merchantable; of commercial standard and that the Goods will conform to the written specifications and requirements of the Buyer. The Buyer shall have the right to reject or return any or all items found not in conformity with such standards, specifications or requirements. The Seller shall likewise indemnify and hold the Buyer free and harmless from any and all damages incurred by the Buyer as a result of the violation of these warranties.
8. The prices agreed upon may not be increased by the Seller during the affectivity of this Order, except upon written consent by Buyer after the Seller has submitted reasonable proof acceptable to the Buyer that such increase is warranted by economic conditions prevailing at the time. It is understood that the price quoted to the Buyer includes all taxes, fees and other which the Seller may be required to pay under existing laws and ordinances.
9. The Seller agrees to fully indemnify, defend and hold free and harmless the Buyer from and against any and all claims, demands, actions, suits, judgements, liabilities, penalties, losses, damages, costs and expenses (including reasonable attorney's fees), whether direct or consequential, which the Buyer may incur, be responsible for, or pay out, arising from, or in connection with: (a) goods not coming from the same production batch as the approved pre-shipment sample, or (b) goods or services not conforming to the specifications and other requirements of the Contract/Purchase Order, or (c) goods not being of the correct quantity, or (d) the alleged infringement of the intellectual property rights of third parties by the use or sale by the Buyer of Goods delivered or Materials furnished by the Seller, or (e) its failure to deliver the Goods or to render or complete the Services within the prescribed time, or (f) its delivery of substitute/s to the Goods herein specified without the prior written consent of the Buyer, or (g) its sale of the goods to, or rendition of the services for the Buyer or, (h) its breach of the provisions of the relevant Contract/Purchase Order including these terms and conditions, or (i) its fault or negligence or that of its employees, agents, representatives and subcontractors.
10. All information and data received by the Seller or which may have been known by the Seller during the term of this Contract/Purchase Order, either directly or indirectly in the course of business transactions, shall remain strictly confidential information and the Seller shall not disclose any such information or data to any third party without the prior written consent of the Buyer. The Buyer reserves the right to be compensated for any damage caused by the Seller for a breach of this confidentiality provision.
11. Unless otherwise provided for by the parties, the international commercial terms for 2010 (INCOTERM 2010) shall govern for delivery effected on an ocean or inland water carrier Arbitration all disputes arising in connection with this Contract shall be referred to an Arbitration Committee, in accordance with the Philippine Arbitration Law, composed of three members: one (1) member to be chosen by the Buyer; another member to be chosen by the Seller and the third member to be chosen by the other two members. The decision of the Arbitration Committee shall be binding upon the parties.
12. This Contract/Purchase Order shall constitute as an integral part of a Sales Contract that may be executed between the parties as though fully set forth therein. Any document executed subsequent to this Contract/Purchase Order which amends the terms of the Sales Contract, if any, and/or this Contract/Purchase Order, shall only be binding if made in writing and signed by the duly authorized representatives of the parties. In case no subsequent agreement is executed, the terms and conditions of this Contract/Purchase Order shall constitute as the final, complete and binding document between the parties.