

REPUBLIC OF THE PHILIPPINES
Philippine Health Insurance Corporation
 709 CityState Center Bldg.
 Shaw Blvd. Brgy. Oranbo, Pasig City
 Telefax No. 637-3158 637-4735

PURCHASE ORDER

Supplier: AMERICAN TECHNOLOGIES INC.
 Address: #5 Ideal St. Cor. McCollough Brgy. Addition Hills, Mandaluyong City
 Tel. Fax No.: 9688000822

Purchase Order No.: PO-2021-050
 Date: October 20, 2021
 Term of Payment: On Account
 Mode of Procurement: Small Value Procurement Section 53.9

Supplier Registered with: PhilGEP5 (Certificate Reference No. 201006338632074402648)

Gentlemen:

Please deliver the following article(s), product(s), supplies, or materials listed below, subject to the terms and conditions contained herein:

Please deliver to this office within 15 working days from receipt hereof the following

| NO. | QTY | UNIT | ITEM DESCRIPTION | UNIT PRICE | TOTAL AMOUNT |
|---|-----|------|---|------------|------------------|
| 1 | 2 | unit | WIRED MICROPHONE, Heavy Duty, w/ 10mtrs cord, Dynamic Microphone (SHURE PGA58-XLR) | 5,139.00 | 10,278.00 |
| 2 | 4 | unit | WIRELESS MICROPHONE, Handheld, assertive sound uncompromising vocalist, high output, fast transients and clean articulation (Audio Technica AE6-1000) | 11,218.00 | 44,872.00 |
| | | | | | 55,150.00 |
| LESS: EWT 1% 492.41 | | | | | |
| GMP 5% 2,462.05 | | | | | 2,954.46 |
| | | | | | 52,195.54 |
| P.R. No./ Requesting Unit: 21-0132 dtd. 09-03-21 - PRID | | | | | |
| Total Amount in Words : Fifty Two Thousand One Hundred Ninety-Five Pesos and Fifty-Four Centavos Only | | | | | |

Terms & Conditions:

- AMERICAN TECHNOLOGIES INC. holds PHIC free and harmless from any claims, obligation or liability that may be caused to any third party that may be injured or harmed due to the willful, unlawful or negligent act or omission of AMERICAN TECHNOLOGIES INC. or any of its personnel or representative, without prejudice to any other legal action that PHIC may have against AMERICAN TECHNOLOGIES INC. for, in relation to the implementation of the Contract.
- The agency shall impose penalty in an amount equivalent to 1/10 of one (1%) percent of the total value of undelivered order for each day of the delay as liquidated damages.
- If the date of receipt of the Purchase Order (P.O.) by the dealer is not indicated, it shall be deemed received on the day it was acknowledged to have been received by a representative either through fax or e-mail.
- Delivery of the above item(s) shall be made within the prescribed schedule dates. Supplier are advised to inform SBAC-Contract Management Team at least two (2) days before the delivery. Use of elevator shall only be from 09:00 to 11:30 a.m. and 1:30 to 3:00 p.m. during Mon/Wed/Fri (MWF). All item(s) delivered shall be accepted by the PSMD at 15th Floor, Room 1501 Citystate Ctr. Bldg., Pasig City.
- Delivery Receipt and Sales Invoice shall be required for one-time complete delivery of the goods.
- Defective, incompatible or non-compliant of goods as to specification when quoted shall be rejected and returned at the time of delivery with provision for a back-up unit in case of repair.
- The contracting parties undertake to comply with Office Order No. 0018-2015 entitled (Reiteration of PhilHealth No Gift Policy (Revision 1) which is deemed incorporated into this Contract. No PhilHealth personnel shall solicit, demand, or accept, directly or indirectly, any gift from any person, group or association, or juridical entity, whether from the public or private sector, at anytime, on or off the work premises where such gift is given in the course of official duties or which in connection with any transaction which may affect the functions of their office or influence the actions of directors or employees, or create the appearance of a conflict of interest.
- In all cases, the request for extension should be submitted before the lapse of the original delivery date. The maximum allowable extension shall not be longer than the initial delivery period as stated in the original contract.
- If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

CONFORME: Shanen Joanna Erika Boron / Account Executive Received copy of P.O.: November 02, 2021
 Signature over Printed Name and Position of authorized representative Date

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PURCHASE ORDER

Supplier: AMERICAN TECHNOLOGIES INC.
 Address: #5 Ideal St. Cor. McCollough Brgy. Addition Hills, Mandaluyong City
 Tel. Fax No.: 968800822

Purchase Order No.: PO-2021-050
 Date: October 20, 2021
 Terms of Payment: On Account
 Mode of Procurement: Small Value Procurement Section 53.9

Supplier Registered with: PhilGEPS (Certificate Reference No. 201006338632074402648)

Gentlemen:
 Please deliver the following article(s), product(s), supplies, or materials listed below, subject to the terms and conditions contained herein:
 Please deliver to this office within 15 working days from receipt hereof the following

Terms & Conditions:

Any legal action, suit or proceeding arising out of or relating to the Contract shall be submitted to arbitration in the Philippines according to the provisions of RA. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

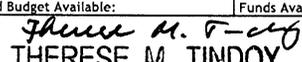
Whenever necessary to promote arbitration or to seek judicial relief, PHIC and AMERICAN TECHNOLOGIES INC. agree that any legal action, suit or proceeding arising out of or relating to the Contract may be instituted in any competent court in Pasig City, to the exclusion of other courts of equal jurisdiction.

10. Attorney's Fees - In the event that PHIC is compelled to commence arbitration or to seek judicial relief to enforce the provisions of the Contract, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen (15%), respectively, of the contract price or the amount claimed in the arbitration or judicial action, whichever is higher, aside from the cost of arbitration or litigation, whichever is applicable, and other expenses incidental thereto.

11. EFFECTIVITY CLAUSE. This agreement shall take effect upon signing hereof by the Parties and AMERICAN TECHNOLOGIES INC. shall commence performance of its obligations upon the acceptance of PHIC Purchase Order.

Very truly yours,


 JOSEPH O. VERGARA DPH.
 Head, SBAC

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| Certified Budget Available: | Funds Available in the amount of: <u>55,150.00</u> | APPROVED: |
|  THERESE M. TINDOY Fiscal Controller III | |  LOLITA V. TULIAO Senior Manager, PRID HEAD OF THE AGENCY or Authorized Representative |
|  ROMMEL C. REYES Fiscal Controller III | | |
| Within the COB: <u>Q4 2021</u> | Expense Code: <u>5020321002 / SMM#10</u> | |
| Budget: <u>P55,150.00</u> | Remarks: <u>ORDER TO PO</u> | |

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| CONFORME: <u>Shanen Joanna Erika Romon / Account Executive</u> Signature over Printed Name and Position of authorized representative | Received copy of P.O.: <u>November 02, 2021</u> Date |
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