	Address: Unit 1A CEZ Building 8158 SGT. Yabut Circle Guadalupe Nuevo 1212 Makati City	PIN-POF- 7
	Tax Identification Number: 600-717-876-00000	05-Nov-24

Terms and Conditions

For Purchase Order:

1. This Purchase Order (“P.O”) shall serve as the contract between Vendor and for the purchase of goods and services covered by this 1HG Construction OPC P.O.
2. The Buyer agrees to purchase from the vendor, and the vendor agree to sell to the Buyer the goods/services specified in the P.O. in the quantity indicated and the price specified. The Buyer shall pay the purchase price in the manner and under the terms provided in the P.O. The prices indicated herein shall be fixed for the duration of this P.O. or until the goods/services covered by this P.O. has been delivered to the Buyer and shall not be subject to any adjustment, unless the adjustment is duly approved in writings’ by the Authorized Representative/s of the Buyer.
3. The vendor shall deliver the items ordered under this P.O. in accordance with the delivery instruction of the Buyer as specified in this P.O. The vendor shall deliver the goods/services ordered within the agreed delivery schedule. All cost and expenses incurred arising from the delivery of the goods/services shall be for the account of the vendor. The goods/services ordered shall be delivered to the address specified in this P.O.
4. All deliveries of goods should be accompanied by a P.O. duly executed by an authorized representative of the Buyer. The Buyer shall not be responsible or liable for goods delivered by vendor without a duly executed Purchase Order. The P.O. number shall be indicated clearly and legibly in all the copies of the invoices and delivery receipts to be delivered to the Buyer. The Buyer reserves the rights to reject any deliveries that do not comply with the foregoing requirements.
5. Time is of the essence in the performance by the Vendor of its obligations hereunder. In the event the Vendor should fail , for any reason whatsoever other than force majeure, or other than Buyer fault and negligence, to make the delivery within the specific delivery schedule as provided in the P.O. confirm and agreed upon by the Buyer and the Vendor, the Buyer may, at its sole option, impose a penalty in the form of liquidated damages amounting to 1/10 of 1% of the total price of the quantity of the product that was supposed to have been delivered, per day of delay, but not exceed 10% of the total contract price; provided however, the Buyer may, at its sole option to purchase from any other vendor(s) such quantity and quality of the product as should have been delivered by the Vendor, and charge the Vendor with the difference between the selling price of the product purchase form the other vendor(s) and the selling price of the product under this P.O., if the selling price of the product purchase from the other Vendor(s) is greater than the selling price stated in this P.O. , it is understood however, that in the event that the selling price of the product purchase from the other vendor(s) is less than the selling price of the product as stated in this P.O., the vendor shall not be entitled to any reimbursement of the difference. The Vendor shall reimburse the relevant Buyer such difference within seven (7) working days from the receipt of the Buyer’s notification and invoices relative to the purchase made.
6. The goods/services delivered shall be subject to inspection and acceptance by end user or any of its authorized representative/s. The Buyer shall not pay any invoice or bill of goods/services delivered unless the goods have been accepted by the end-user and proof of such acceptance by its authorized representative is properly presented. Good/s rejected on the account of inferior quality of workmanship, breakage, shortage, and/or substitution not in accordance with the specification of this P.O. shall be returned to the Vendor. The transportation, hauling and other expenses incurred by the Buyer in this connection shall be for the account of the Vendor.
7. Delay in the delivery shall be considered a breach under this P.O. and the Buyer shall, without prejudice to the exercise of any of its other rights and remedies, have the right, at its sole option, to declare the Vendor in default of this P.O. and to declare the P.O. rescinded or resolved without need of further judicial action.
8. The vendor warrants the goods/services delivered or performed strictly conform to the specification set forth in this P.O. and the goods/services are free from defects in design, materials or workmanship, and will conform to and perform in accordance with the specification thereof.

9. Payment shall be made in accordance with the manner and terms of payment provided in this P.O.
10. Neither party shall be liable to the other for any delay or failure to perform under this P.O. (i) If the delay or non-performance is caused by events or conditions beyond the defaulting party’s control including fire, storm, earthquake, war, rebellion or insurrection, and other events constituting force majeure; (ii) The said event directly affects the performance of its obligation under this P.O.; (iii) The defaulting party gives prompt notice and make reasonable effort to perform; and (iv) The ability or failure is caused exclusively by the event constituting force majeure, without the party’s fault, negligence or contributory delay prior to, during or subsequent to the occurrences of the force majeure.

OFFICIALS NOT TO BENEFIT:

The supplier/vendor warrants that no staff member of 1HG Construction OPC has received or will be offered by the supplier any direct or indirect benefit arising from this Contract or the award thereof. The supplier/vendor agrees that breach of this provision is a breach of an essential term of this Contract.

1HG Construction OPC encourages every Vendor to avoid and prevent conflicts of interest, by disclosing to 1HG Construction OPC if you, or any of your affiliates or personnel, were involved in the preparation of the requirements, design, specifications, cost estimates, and other information used in your submitted proposals, agreements and or contracts.

1HG Construction OPC implements a zero tolerance on fraud and other prescribed practices, and is committed to identifying and addressing all such acts and practices against 1HG Construction OPC, as well as third parties involved in 1HG Construction OPC activities. 1HG Construction OPC expects its suppliers/vendor to adhere to a strict Code of Conduct.

1HG Construction OPC expects its suppliers/vendors to adhere to the highest standards of moral and ethical conduct, to respect local laws and not engage in any form of corrupt practices, including but not limited to extortion, fraud, or bribery. Suppliers are expected to disclose to 1HG Construction OPC any situation that may appear as a conflict of interest, and disclose to 1HG Construction OPC if any 1HG Construction OPC official or professional under contract with the 1HG Construction OPC may have an interest of any kind in the supplier's business or any kind of economic ties with the supplier.

1HG Construction OPC has a “zero tolerance” policy and does not accept any type of gift or any offer of hospitality. GRDC expects its suppliers not to offer any benefit such as free goods or services, employment or sales opportunity to a 1HG Construction OPC staff member in order to facilitate the suppliers’ business with 1HG Construction OPC.

RIGHTS OF 1HG Construction OPC:


In case of failure by the Supplier/Vendor to fulfill its obligations under the terms and conditions of this Purchase Order, including but not limited to make delivery of all or part of the goods/services by the agreed delivery date/s or of service to be performed, 1HG Construction OPC may, after giving the Supplier/Vendor reasonable notice to perform and without prejudice to any other rights or remedies, exercise one or more of the following rights: (i) Procure all or part of the goods from other sources; (ii) Refuse to accept delivery of all or part of the goods; and (iii) Cancel this Purchase Order without any liability for termination charges or any other liability of any kind to 1HG Construction OPC.



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