

STANDARD TERMS AND CONDITIONS (STC) s. 2023 (For CONTRACTORS)

1. Definition of Terms

1.1. Acceptance shall refer to the CONTRACTOR's execution of the P.O., signifying his willingness to be perform the Transaction indicated in the P.O. and his obligations under these Standard Terms and Conditions.

1.2. COMPANY shall refer to the party issuing the P.O. who shall either Franklin Baker Company of the Philippines or Franklin Baker Inc., as the case may be.

1.3. CONTRACTORS shall either refer to suppliers of goods or equipment, service providers and other third parties to which the COMPANY issues its P.O.

1.4. Delivery shall mean physical delivery by the CONTRACTOR of the Materials within the premises of the Company.

1.5. Materials Shall mean the goods or equipment to be furnished by the CONTRACTOR, as indicated in the P.O.

1.6. Parties shall refer to both COMPANY and CONTRACTOR.

1.7. Purchase Order (P.O.) shall refer to the Purchase Order, together with the documents and annexes attached therein, issued by the COMPANY to the CONTRACTOR

1.8. Transaction shall mean the Transaction stated in the Purchase Order, which may either be supply of goods or equipment, provision of services or partly supply of goods/equipment and provision of service.

2. General Provisions

2.1. CONTRACTORS who signified their Acceptance and capability to perform the obligations found in any P.O. shall faithfully perform the Transaction in accordance with the terms provided in the P.O., subject to these Standard Terms and Conditions

2.2. No other agreement, terms and conditions will apply to the Transaction, unless agreed upon in writing by both Parties.

2.3. The Standard Terms and Conditions laid down herein shall not be amended unless agreed upon by the authorized representatives of the Parties in writing. The amended Standard Terms and Conditions shall only apply to all Transactions concluded between CONTRACTOR and COMPANY after the date of such notification.

3. Purchase Order

3.1. The CONTRACTOR cannot refuse the execution of the P.O. which the CONTRACTOR accepted, unless allowed by the COMPANY in writing, without prejudice to the rights of the Company to recover costs if any.

4. Title and Risk Upon Delivery

4.1. COMPANY takes ownership of the Material when it has been completely delivery at its premises and the COMPANY failed to issue a written notification as to the rejection of the Material to the Supplier within ten (10) working days from the date of its delivery.

For supply of equipment with accompanying service of installation, COMPANY takes ownership of the equipment after the equipment's complete installation within its premises and the COMPANY's written acceptance to the CONTRACTOR.

Any loss or damage sustained by CONTRACTOR before the COMPANY takes ownership of the Material shall be for the account of the CONTRACTOR.

4.2. COMPANY reserves the right to inspect the quality and the specifications of the Material delivered and/or services to be rendered. In the event the Material or services do not conform to the description found in the P.O., COMPANY shall be permitted to refuse acceptance and shall be entitled to, at COMPANY's option, replacement, or reimbursement for the expenses and costs, including shipping and delivery charges, of the Material.

5. Delay

5.1. In case of delay, the CONTRACTOR shall be liable for one fifth (1/5) of one percent (1%) of the price of the concerned Material or services, for each day of delay, without any need of demand.

6. Payment

6.1 Payments for the delivered Material or services rendered on or before the period stipulated period shall run from the time of the issuance of the undisputed billing by the CONTRACTOR.

7. Exclusivity

7.1. The relationship of the Parties arising from the Transaction shall be not exclusive.

8. Warranty

8.1. Upon the Acceptance of the P.O., the Parties represents and warrants that:

8.1.1. It is an entity duly organized, validly existing, and in good standing with the laws of the countries where they are established.

8.1.2. It has all the requisite, power and authority to enter into and perform its obligations under the P.O. and the persons who sign and execute the Agreement on behalf has authority to do so;

8.1.3. There are no contractual prohibitions or pending actions, suits or proceedings on its operation, business, properties, assets, or business condition, which may materially affect its ability to fulfill its obligations under the P.O.; and

8.1.4 Parties warrant that upon issuance of the P.O. and acceptance by the CONTRACTOR of the Standard Terms and Conditions set forth herein shall be binding and enforceable upon both Parties.

8.2. Upon Acceptance, the CONTRACTOR warrants that the Materials to be delivered and/ or services to be rendered shall conform to the specifications as stated in the P.O., shall be of reasonable quality and accepted by the market or industry, and shall be fit for the intended use. If the goods or services are in breach of such warranty, CONTRACTOR shall replace the goods or perform the actual services in conformity with the description, at no charge to Customer, within three (3) calendar days from the notice of the breach of warranty

9. Limitation of Liability

9.1. COMPANY's total liability for causes of action for damages arising from the Transaction shall not exceed the value of the Transaction as stated in the P.O.

9.2. Except in cases of gross negligence or willful misconduct, neither Party shall be liable to the other for consequential, incidental, punitive, special, exemplary, or indirect damages and as well as to the lost profits or penalties of any nature. The CONTRACTOR shall be solely liable for the death or injures caused to the CONTRACTOR's, or to the CONTRACTOR's agents, employees and personnel who enter the premises of the COMPANY for whatever purpose and in whatever circumstances. The CONTRACTOR shall be solely liable for any accident, damage, injury or death caused by any of its employees or representatives against the COMPANY or its properties, ay individual, or third parties.

10. Intellectual Property

10.1. The Trademarks and Copyright of the COMPANY shall be an exclusive property of COMPANY. Nothing herein shall give the CONTRACTOR any right, title or interest in or to any of the aforementioned intellectual properties.

10.2. CONTRACTOR shall not do or cause to be done any act or thing in any way impairing or tending to impair or dilute any of COMPANY's rights, title or interests in or to any of the aforementioned intellectual properties, nor shall CONTRACTOR register any trademark or copyright in its own name or in the name of any other person or entity without the written consent of the COMPANY during the effectivity of the P.O. and immediately thereafter

10.3. In case of Intellectual Properties which may arise from the performance of obligation of the CONTRACTOR, the CONTRACTOR agrees to assign and does hereby assign to the COMPANY all right, title and interest therein and to the Intellectual Property. All Intellectual Properties shall be the sole and exclusive property of the COMPANY, and the CONTRACTOR understood that he has no rights of any kind whatsoever to such Work Product. CONTRACTOR agrees, at the request and cost of the COMPANY, to promptly sign, execute, make and do all such deeds, documents, acts and things as the COMPANY may reasonably require or desire to perfect COMPANY's entire right, title, and interest in and to any Intellectual Property.

11. Data Privacy

11.1. The CONTRACTOR consents the collection, processing and sharing of his or her personal information and sensitive personal information by the COMPANY relevant to the P.O. Without limiting the generality of the foregoing, the CONTRACTOR hereby acknowledges and agree that COMPANY may, to the extent permitted by applicable by the Republic Act 10173, otherwise known as the Data Privacy Act of the Philippines, regulate, collect, process, share and transfer his information to the COMPANY's agents, employees and personnel, including those performing administrative and/or other services on the BUYER's behalf.

12. Taxes

12.1. Any and all taxes, duties and charges that may be imposed on the fees arising from the Transaction shall be borne exclusively by the Party who is obliged to pay the same in accordance with law.

13. Force Majeure

13.1. Neither Party shall be liable for its failure to perform due to any circumstances beyond the reasonable control of the party affected, including, but not limited to, acts of God, fires, floods, wars, sabotage, accidents, labor disputes or shortages, plant shutdown, equipment failure, voluntary or involuntary compliance with any law, order, rule or regulation of government agency or authority.

14. Provisions Specifically Applicable for Supply of Materials.

14.1. The Materials shall conform with the specifications required and communicated in writing by the COMPANY prior to the delivery. COMPANY has the right to communicate its rejection in writing to the CONTRACTOR for non-conforming Materials within ten (10) calendar days from its complete delivery.

15. Provisions Specifically Applicable for Supply of Services, or for Supply of Goods or Equipment with Accompanying Supply of Services.

15.1. Manpower Regulations

The CONTRACTOR acknowledges that it is fully aware that the premises of the COMPANY is a food processing facility with strict security, quality, sanitary, and hygiene requirements for all personnel within the premises. Accordingly, the CONTRACTOR shall comply with the following standards upon entry of the CONTRACTOR and/or his worker within the premises of the Company:

15.1.1. Observance of security, entry and exit procedures. At least 10 working days before any start of work, CONTRACTOR undertakes to submit the list of its workers to the security personnel of the COMPANY for screening, and gate control. These workers shall wear

their respective IDs upon entry and while in the premises of the COMPANY. In cases of emergency which may require shorter time of advise, such shall be for approval first by the COMPANY before submission to Security.

15.1.2. Observance of the safety, and health programs of the COMPANY The CONTRACTOR agrees to faithfully comply with the COMPANY's rules and regulations and all laws relevant to Environmental Health and Safety requirements; the CONTRACTOR shall employ, on its account, and designate a Certified Safety Officer who will be assigned to assure that safety procedures, practices, measures, and precautions are complied with by the CONTRACTOR's workers, and that they shall pass the minimum requirement of the COMPANY's health program by submitting themselves to medical examination;

15.1.3. All of the CONTRACTOR's workers shall be fitted with appropriate Personnel Protective Equipment (PPE) provided by the CONTRACTOR on its account;

15.1.4. Strict observance with the housekeeping and basic hygiene and sanitation practices shall be faithfully complied with.

15.1.5. The CONTRACTOR undertakes to assign only its and its employees who will be able to complete or attend seminars concerning basic briefings on safety, security, hygiene and sanitation, and other Company Policies of the COMPANY;

15.1.6. It is understood that the CONTRACTOR's workers shall not be allowed to enter the PROJECT SITE if any of the above requirements are not complied with;

15.1.7. At its discretion, the COMPANY or its duly authorized representative shall have the right to require the CONTRACTOR to replace any member of its workforce who fails to comply with the rules and the foregoing conditions.

15.1.8. The CONTRACTOR hereby guarantees that it shall comply with the provisions of the Labor Code of the Philippines and other relevant laws, and further undertakes to render the COMPANY free and harmless from any and all claims, direct and indirect, that any member of the CONTRACTOR'S workforce may have against it in case of non-compliance with the Labor Code. In the event that the COMPANY shall be impleaded in a suit for monetary and other labor claims, the CONTRACTOR shall defend the COMPANY against such suits, and, in the event of an adverse judgment, shall reimburse the COMPANY for all awards, damages, and attorney's fees that may be rendered against it as well as all expenses that may have³ been incurred by the COMPANY for defending itself.

15.1.9. As a pre-requisite to the issuance of a certificate of acceptance, the CONTRACTOR shall furnish the COMPANY a sworn statement that CONTRACTOR's workers who rendered services under this CONTRACT have been fully paid of their wages and statutory benefits and that the corresponding premiums for their SSS, Philhealth, and Pag-IBIG membership have been fully remitted to the agencies concerned.

15.1.10. The CONTRACTOR's workers shall be allowed to enter the premises of the COMPANY on a pre-agreed time and duration. The CONTRACTOR, on its account, shall be allowed to erect a temporary facility within the designated area that will serve as office and stocking area for its workers, with provision for portable toilets. Board and lodging of CONTRACTOR's employees and personnel shall not be within the premises of the COMPANY.

15.1.11. The CONTRACTOR is strictly prohibited to directly or indirectly offer or give bribes, or any similar remuneration, lawful or unlawful, to the COMPANY's employees or any member of the latter's family in order to circumvent the COMPANY's policy of discouraging and prohibiting employees and the members of an employee's family from accepting anything more than the nominal value or deriving any benefits from CONTRACTORS, suppliers, or vendors, or any individual or organization transacting or seeking to transact any business with the COMPANY

15.2. Termination

The Transaction may be terminated only in the following cases:

15.2.1. By the COMPANY, when CONTRACTOR failed to demonstrate its capability to complete the Project on time, and the delay becomes equivalent to thirty percent (30%) of the period forecasted in the engineering timelines, and such delay is not due to force majeure. Such termination shall take effect after three (3) calendar days from written notice by the COMPANY to the CONTRACTOR; and

15.2.2. By either Party, when the other Party becomes bankrupt or insolvent or ceases paying its debts generally as they mature. Such termination shall take effect within thirty (30) calendar days from receipt of notice of termination, or the date indicated in such notice, whichever is later.

15.3. Bonds

15.3.1. Retention Money. If required in the P. O., TEN PERCENT (10%) of the total amount shall be retained by the COMPANY and shall serve as Retention Money. The Retention Money shall be released within thirty (30) working days from the issuance of the certificate of acceptance by the COMPANY, and upon receipt of an acceptable Warranty Bond. The issuance of the certificate of acceptance shall be made by the COMPANY after the full and satisfactory completion of the Transaction by the CONTRACTOR as determined by COMPANY and after all accounts of the CONTRACTOR, if any, shall have been settled.

15.3.2. Performance Bond If required by the P.O., within ten (10) working days from the Commencement Date, the CONTRACTOR shall secure a performance bond in favor of the COMPANY from a reputable bonding COMPANY acceptable to the COMPANY in an amount equal to twenty percent (20%) of the total amount stated in the P.O. to guarantee the complete and faithful performance by the CONTRACTOR of the Transaction. It is understood that the aforesaid bond, shall likewise answer for any damage and /or liability suffered by the COMPANY arising from the fault or negligence of the CONTRACTOR or its workers, in the course of, or while in the performance of services.

In the event of any draw by the COMPANY on the performance bond, the CONTRACTOR must replenish the same within five (5) business days from such draw.

The Performance Bond shall be callable on demand and shall be forfeited in full in favor of the COMPANY for any loss, liability or damage that the COMPANY may suffer or sustain as a result of breach by the CONTRACTOR to its obligations in the Transaction, or from any legal

claim that the COMPANY may have against CONTRACTOR, or from any damage/liability suffered by the COMPANY through the fault or negligence of the CONTRACTOR or its workers.

The performance bond shall be in full force and effect until the issuance of the Final Certificate of Acceptance by the COMPANY as to the Transaction concerned. Moreover, in the event that the bonding COMPANY ceases to operate or that the performance bond, for one reason or another has been cancelled prior to the completion of the Transaction, the CONTRACTOR undertakes to replace the same within a period of Five (5) working days from the cessation of operation of the bonding COMPANY or cancellation of the performance bond.

15.3.3. Warranty Bond As a condition of the release of the (i) Retention Money and (ii) certificate of completion by the COMPANY to the CONTRACTOR, the CONTRACTOR shall deliver a warranty bond in favor of the COMPANY from a reputable bonding COMPANY acceptable to the COMPANY, in an amount equal to ten percent (10%) of the total CONTRACT PRICE, that shall answer for damages incurred by the COMPANY by reason of the CONTRACTOR'S non-compliance with its obligations under the P.O., as well as its other warranties set forth in this Standard Terms and Conditions.

In the event of any draw by the COMPANY on the warranty bond, the CONTRACTOR must replenish the same within five (5) working days from such draw until the expiration of the warranty period 12 months after the release of the certificate of completion by the COMPANY to the CONTRACTOR.

The Warranty Bond shall be retained by the COMPANY and be effective for the duration of the CONTRACT and for one (1) year thereafter, and shall be released to the CONTRACTOR after the lapse of one (1) year from the issuance of the Final Certificate of Acceptance. The WARRANTY BOND, however, shall not in any manner deprive the COMPANY of any right of action against the CONTRACTOR for any breach of the CONTRACT or of the warranties of the latter.

15.4. Insurance and Damages

15.4.1. If required by the P.O., within ten (10) working days from its issuance., and for the entire duration of the Transaction, the CONTRACTOR shall at its own expense, procure and maintain the following insurance policies from a reputable insurance COMPANY or companies acceptable to the COMPANY:

15.4.1.1. Workmen's Compensation (including Occupational Disease) and Employer's Liability insurance in accordance with the applicable Workmen's Compensation Laws on all employees, servants or agents engaged in, or compensated by CONTRACTOR in connection with the Transaction.

15.4.1.2. Comprehensive Public Liability and Property Damage Insurance on occurrence basis, covering the PROJECT and everything incidental thereto; and

15.4.1.3. Insurance in favor of the COMPANY up to the amount of the total amount in the P.O. inclusive for any loss, expense (including attorney's fees), damage or liabilities resulting from claims, suits, and actions for injuries to personnel and third persons (including death) and damage to property attributable to the CONTRACTOR, their employees, agents and personnel, or arising out of any negligence, intentional misconduct or inaction of the

CONTRACTOR, or their employees, agents or personnel, including any damage or injury to COMPANY-Supplied Materials.

15.4.1.4. Compliance by the CONTRACTOR with the herein insurance provisions shall not relieve the CONTRACTOR from liability under this provision.

15.4.1.5. Within the same period, the CONTRACTOR shall furnish the COMPANY with Certificates of Insurance covering the above-mentioned insurance requirements, together with an indication therein that they shall be valid during entire period of the Transaction and the periods above-prescribed, and that the liabilities of the CONTRACTOR provided in this Standard Terms and Conditions have been insured in such policies, and may not be changed or terminated during the term of the policies, save upon not less than fifteen (15) working days prior written notice to the COMPANY.

15.4.1.6. If the insurance policy expires or is cancelled during the effectivity of the CONTRACT or prior to the completion of the Transaction, the CONTRACTOR shall furnish the COMPANY with a renewal or new Certificate of Insurance within a period of five (5) business days before such expiration date or from cancellation; otherwise, such default will be considered a breach of a material conditions provided herein. The CONTRACTOR shall, if requested, promptly exhibit the original insurance policy to the COMPANY.

15.4.1.7. In the event that the failure of the CONTRACTOR to comply with the required provisions results to damage to the COMPANY's products, buildings, facilities, personnel, and the like, or is otherwise directly traceable to the negligence of the CONTRACTOR, their workers, the PARTIES agree that these damages shall be for the sole account of the CONTRACTOR.

15.5. Consultancy

15.5.1. Conflict of Interest

15.5.1.1.The CONTRACTOR shall, during the term of the P.O., and within two (2) years thereafter, be interested, directly or indirectly, or in any manner, as partner, officer, director, shareholder, advisor, employee, or in any other capacity in any other business similar to the COMPANY's business or any allied trade;

15.5.1.2.The CONTRACTOR shall disclose in writing all its investments and financial interests in other companies within ten (10) calendar days after the Acceptance.

15.5.1.3.During the term of the P.O. and thereafter, the CONTRACTOR covenants, warrants, and agrees that the latter shall not directly or indirectly:

15.5.1.3.1. Entice away from the COMPANY any of its employee, manager, or officer.

15.5.1.3.2.Use or disseminate the confidential information obtained during his term of engagement with the COMPANY.

15.5.1.3.4. Be engaged in any business that uses, infringes and/or seeks to be associated with any of the intellectual property right whether by way of corporate, trade or business name, or with respect to any of the products or services of the COMPANY;

15.5.1.3.4. Do any act that will adversely affect the reputation of any member, shareholder, office, director, employee and/or affiliate of COMPANY, or disrupt the business operation of COMPANY and commit acts of unfair competition against the Company

15.5.1.3.5. Engage, employ, appoint, or procure the services of current directors, officers, employees, agents, staff and suppliers of the COMPANY, in whatever capacity.

15.5.1.4. CONTRACTOR further agrees that during the term of this Agreement, the latter shall refrain from engaging or participating, either directly or indirectly, in any other business or occupation with any entity, group or individual engaged in a business or occupation which is related with, similar to, or in competition with the business of the COMPANY

15.5.2. Right to Contract

Notwithstanding anything contained in this Agreement to the contrary, CONTRACTOR shall not have the right to make any contracts or commitments for or on behalf of the COMPANY without first obtaining the express written consent from the COMPANY.

15. 6. Shuttle Services

The CONTRACTOR for Shuttle Services shall have the following obligations:

15.6.1. Permits Possess and present to the COMPANY the necessary permits, Certificate of Public Convenience, professional licenses, qualifications and accreditations required by Philippine law for the Shuttle Services, vehicle and driver, within three (3) calendar days from the Acceptance.

The Transaction shall immediately be terminated upon issuance of the written Notice of Termination by COMPANY to the CONTRACTOR upon failure of the latter to submit its Certificate of Public Convenience, issued by the Land Transportation Franchising and Regulatory Board (LTFRB) for PUBLIC or SHUTTLE services, covering the routes mentioned in the P.O., for the vehicles that they would issue in favor of the COMPANY, within sixty (60) calendar days from Acceptance.

15.6.2. Back Up Vehicle Provide a sufficient back-up vehicle (the “Back-up Vehicle”) alternative to the Bus in case it breaks down or other similar instances where the Bus is unable to travel and a Back-up Vehicle is necessary to bring the COMPANY’s employees to or from work;

15.6.3. Maintenance Provide repair and maintenance services necessary to keep the Bus in good running condition shall be for the sole account of the CONTRACTOR;

15.6.4. Presentability Provide a clean, roadworthy, sanitized and presentable Bus to the COMPANY and shall maintain the cleanliness, sanitation and dignified appearance of the Bus, which shall be in good working condition, during the term of the Transaction.

15.6.5. Identification Cards Provide its personnel with the proper identification cards (“IDs”) and shall require them to wear proper uniforms while in service;

15.6.6.Salaries Pay for the salary of the driver or any other person necessary to fulfill the Transaction.

15.6.7. Insurance Secure and maintain a valid Third Party Liability Insurance in an amount not below One Hundred Thousand Pesos (Php100,000.00) per passenger during the Transaction The proof of compliance shall be submitted to the client within five (5) calendar days from the Acceptance. Failure to post the required bond within the said period shall give the CLIENT the right to terminate the Transaction immediately upon notice to the CONTRACTOR.

16. Miscellaneous

16.1. No Employee-Employer Relationship. No agent, employee or worker of the CONTRACTOR shall be deemed to be the employee, agent or worker of the COMPANY and the COMPANY shall in no case be considered the employer of the CONTRACTOR’s employees, agents, or representatives. The CONTRACTOR shall be solely responsible to all its workers/employees for wages and/or legal benefits owing to any of the CONTRACTOR’s workers/employees, or any damages or injuries sustained or claimed by any worker/employee of the CONTRACTOR arising out of the services performed pursuant to this Agreement. In case the COMPANY is held liable to pay any claim from the CONTRACTOR’s workers or employees, the latter shall indemnify the COMPANY within fifteen (15) days from demand. Failure on the part of the CONTRACTOR to indemnify the COMPANY shall be a ground for a claim of liquidated damages in the amount corresponding to fifty percent (50%) of the value of the Transaction.

16.2. No Third-Party Rights. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not a Party to this Agreement and the Parties do not intend that any term of this Agreement should be enforceable by any person who is not Party to this Agreement.

The CONTRACTOR shall not subcontract, nor assign any part of its work or any component of the Transaction, unless the COMPANY gives its written consent.

16.3. Annexes The relevant provisions of the documents and annexes attached to the P.O. shall form an integral part of these Standard Terms and Conditions. In case of conflict between the Annexes and these Standard Terms and Conditions, the latter shall prevail.

16.4. Governing Law Parties’ rights and obligations arising out of or in connection with the P. O. and these Standard Terms and Conditions shall be governed by the laws of the Philippines.

16.5. Arbitration. Any dispute, controversy or claim between the Parties shall first be settled amicably, and if the Parties fail thereto, by arbitration in accordance with the rules of the Philippine Dispute Resolution Center, Inc. The Arbitration Panel shall be composed of three (3) arbitrators. Each Party shall designate an arbitrator, and the two arbitrators designated shall select the third arbitrator who will act as the presiding arbitrator. The decision of the arbitration

panel shall be final and executory unless properly set aside by a competent court on grounds allowed by law.

16.6. Venue. The arbitration, including any court actions arising from this Agreement shall be respectively conducted or filed in Makati City, Philippines, unless otherwise agreed in writing by the parties.

16.7. Separability Clause. In the event any provision, clause, sentence, phrase, or word hereof, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of enforceability of the remainder hereof, or of the application of any such provision, sentence, clause, phrase, or word in any other circumstances.

16.8. Waivers. No waiver of any provisions hereunder and no consent by either Party to any departure therefrom shall be effective unless the same is in writing. Such waiver and consent shall be effective only in the specific instance and for the purpose for which it was given.

16.9. Notices. Any notice or other communication relative hereto shall be in writing and may be delivered through personal service, electronic mail, commercial courier, facsimile transmission, registered mail, or in other electronic means.

In case of personal service or registered mail, such notice shall be deemed to have been received upon acknowledgement of receipt signed by the Party's duly authorized representative.

In case of commercial courier such notice shall be deemed to have been received within three (3) calendar days after the date of the mailing.

In case of facsimile, such notice shall be deemed to have been received acknowledgement of receipt by the facsimile machine of the Party sending such notice or communication; a

In case of electronic mail or other electronic means, such notice shall deemed to have been received upon successful electronic transmission by the sending Party to the other. However, this shall not be applicable if the sending Party has knowledge that the message did not reach the other Party.

17. Receipts and Billings

17.1. CONTRACTOR shall include the following information in their respective official receipts, billings or sales invoice. Receipts, billings or sales invoice with incomplete or wrong details shall be disputed and will not be accepted by the COMPANY.

For Corporate Office (Makati) Transactions:

Company Name: Franklin Baker Company of the Philippines

Address: 39 Plaza Drive, Rockwell Center, 4th Floor, PHINMA Plaza, Poblacion, Makati NCR. Fourth District 1210

TIN# - 000-421-318-00000

Business Style: Franklin Baker Company of the Philippines

For Sapphire Plant (San Pablo) Transactions:

COMPANY Name: Franklin Baker Company of the Philippines

Address: 4000 San Pablo City Laguna, Philippines

TIN# - 000-421-318-00001

Business Style: Franklin Baker Company of the Philippines

For Emerald Plant (Coronon) Transactions:

COMPANY Name: Franklin Baker Company of the Philippines

Address: Coronon Santa Cruz Davao Del Sur Philippines 8001

TIN# - 000-421-318-00002

Business Style: Franklin Baker Company of the Philippines

For Diamond Plant (Darong) Transactions:

Company Name: Franklin Baker, Incorporated

Address: DADC Economic Zone Darong Sta. Cruz Davao Del Sur 8001

TIN# - 008-707-981-000

Business Style: Franklin Baker, Incorporated

17.2. The CONTRACTOR shall submit the hard copies of their sales invoice or billings to the Accounting Department of the COMPANY within two (2) calendar days after the end of the month from the time of every Delivery or rendition of services.