

## SUPPLY CONTRACT

The contract for the procurement of fifteen (15) brand-new air-conditioning units for the Chancery ("Contract") is entered between the Embassy of the Republic of the Philippines (herein referred to as "A") of 80 Hoenamu-ro, Yongsan-gu, Seoul 04346 represented by Ambassador Maria Theresa B. Dizon-De Vega, and Hanguk Gongjo (herein referred to as "B") of 19-16, Jido-ro 115beon-gil, Deokyang-gu, Goyang-si, Gyeonggi-do represented by Mr. Young-cheol Jo.

### ***I. Purpose of Contract***

In this contract, "A" purchases the product stated herein Article 2 (air conditioning units in various specifications) from "B", which also pertinent details (e.g. materials, labor, etc.) which are necessary for "B" to supply the products to "A".

### ***II. Technical Specifications***

A. The Company shall deliver inverter-type ACUs, including remote controls for each unit, with the following minimum specifications:

<b>NO.</b>	<b>DESCRIPTION</b>	<b>CAPACITY</b>	<b>QTY</b>	<b>UNIT</b>
1	Cassette-type with heater	25 pyeong	1	Piece
2	Cassette-type with heater	40 pyeong	1	Piece
3	Floor Stand Air Conditioner with heater	18 pyeong	3	Piece
4	Wall-mounted Air Conditioner with heater	10 pyeong	1	Piece
5	Wall-mounted Air Conditioner	13 pyeong	1	Piece
6	Wall-mounter Air Conditioner	10 pyeong	8	Piece
7	Installation (labor and materials)	n/a	15	n/a

B. Warranty: The ACUs shall be covered by warranty on parts and labor for two (2) years, from the date of installation of the unit.

C. Delivery Address: Embassy of the Philippines, 80 Hoenamu-ro, Yongsan-gu, Seoul

D. Location of Installation

1. Basement
2. Room 301
3. Room 302
4. Room 401
5. Room 402
6. Room 501/502

**III. Project Schedule**

- A. Upon signing of the contract, "B" shall begin with the delivery and installation of ACUs within fifteen (15) days after both parties have signed the contract.
- B. Project completion should be on or before 31 December 2022.

**IV. Contract Price**

"A" agrees pay "B" Thirty Million Three Hundred Ninety-Six Thousand Six Hundred Won (KRW 30,396,600), inclusive of all materials and labor needed for the installation.

**V. Terms of Payment**

Payment shall be made based on the actual delivery and installation of units every fifteen calendar (15) days. "B" shall submit an invoice every 10<sup>th</sup> day to give ample time for the processing of payment. Delay in submission of an invoice may cause for the delay for the payment. Upon completion of delivery and installation, "A" shall pay the balance within seven (7) working days.

"A" shall deposit the payment to "B" to the following bank account:

1. Account Name: **LEE MI-SOOK**
2. Account Number: **1002-938-509039**
3. Bank Name: **Woori Bank**

**VI. Special Terms**

- a. All delivery of equipment and construction parts belong to the supplier until full payment is made. "B" agrees to transfer the ownership of the aforementioned materials after full payment from "A".
- b. All expense, costs, fees and charges incurred upon shipping the ACUs to "A" shall be borne by "B".

**VII. Pre-Termination of the Contract**

The Contract may be pre-terminated by either party for cause with at least ten (10) days prior notice in writing.

**VIII. Settlement of Disputes**

The parties shall exert their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract, or the breach, termination, or invalidity thereof.

**IX. No Employer-Employee Relationship**

Nothing in the Contract is intended or deemed to create any employment, partnership, agency or joint venture between the parties.

**X. Immunity**

Nothing contained in this Contract shall be construed as a waiver by "A" of its diplomatic or consular immunity recognized under international law and national laws of the Republic of Korea.

**28 AUGUST 2022**

[EMBASSY / "A"]

[COMPANY / "B"]

  
  
**MARIA THERESA B. DIZON-DE VEGA**  
Ambassador  
Embassy of the Republic of the Philippines

**CHOI YOUNG-CHEOL**  
Director  
Hanguk Gongko

