

250353



PLUXEE PHILIPPINES INCORPORATED

Quotation

1. COMPANY INFORMATION

COMPANY NAME: CITEM INDUSTRY: Government QUOTATION NO.: 380306
 TIN: 001240440000 MOBILE NO.:
 BILL TO: Golden Shell Pavilion Roxas Blvd. SHIP TO: Roxas Blvd. cor Sen. Gil Puyat
 cor Sen. Gil Puyat Ave. Pasay Ave. Pasay City Metro Manila
 City Metro Manila Philippines Philippines
 CONTACT PERSON: Connie Estillore-Que TEL NO.: 831-22-01 loc 309/218 DATE:
 DESIGNATION: Procurement E-MAIL: cque@citem.com.ph
 DEPARTMENT: Admin

FAX BACK TO: (02) 689-4748
 (02) 689-4747

2. PRODUCT INFORMATION

PRODUCT NAME	QUANTITY	LIST PRICE	TOTAL AMOUNT
Pluxee Gift Paper 500	128.00	PHP 500.00	PHP 64,000.00
TOTAL:			PHP 64,000.00

3. PAYMENT MODE

SERVICE FEE: 0.00 % 0.00

TOTAL FEES: 0.00

CHECK BANK TRANSFER DIRECT DEPOSIT SPECIAL OFFER ON ENVELOPE

SPECIAL OFFER ON DELIVERY

PLEASE MAKE DEPOSITS TO/NAME CHECK TO: Pluxee Philippines Incorporated

Banco De Oro Paseo Tower Branch - Acct. No. 000460216384

CITIBANK - Acct. No. 0756271008

BPI (Bank of the Philippine Islands) - Current Acct. No. 3771-0186-95

TOTAL AMOUNT DUE: PHP 64,000.00

IMPORTANT

Name: ROMLEAH JULIET PULIDO OCAMPO

Designation: EXECUTIVE DIRECTOR

Department:

*For initial orders, check payment needs to be cleared and credited to Pluxee's account first before we release the Pass.

*All check payments must be as good as cash upon date of delivery or pick up.

*Client signifies acceptance of the Terms and Conditions attached herewith upon signing this document.

CONFORME: This document serves as a Purchase Order when signed or when accompanied by an e-mail approval/confirmation

* For complete list of accepting merchants, visit: merchantlocator.pluxee.ph

* Any change including Cancellation & Replacement from the original quotation is subject to corresponding fee and charges

* Orders NOT paid or Picked-Up within 2 weeks from date of confirmation is subject to cancellation fees & charges.

Issued Pass revalidation is December _____.

* 5.00 Cancellation fees (per voucher)

* Please allow 3 days lead time for production of vouchers

Signature over Printed Name / Date

ACCOUNT MANAGER: Shyrice Zaldua

DELIVERY / PICK-UP DATE: 5/30/2025

THIS DOCUMENT IS NOT VALID FOR CLAIM OF INPUT TAX
 PTU Number: 2003-0116_PTU_CAS_000827
 Date Issued: June 01, 2020
 Series Ranges From: 300001 to 999999

TERMS AND CONDITIONS GOVERNING THE ORDER PROCESSING
AND USAGE OF PLUXEE PRODUCTS (*i.e. PLUXEE GIFT certificates,
card, codes, paper*) SMGP Choice [*credits, card, codes, paper*])

A. ORDER PROCESSING AND DELIVERY

1. Pluxee Philippines Incorporated ("Pluxee") shall only commence to process the order/s of the client as mentioned in the quotation form ("Client") provided it has signed as conform to the quotation form.
2. All orders will be made available within three (3) working days (during off-peak season [Jan – Aug]) and five (5) working days (during peak season [Sep to Dec]) from Pluxee's receipt of the relevant documentary requirements, signed purchase order/quotation, and proof of payment (for COD transactions.)
3. Pluxee shall evaluate each Purchase Order/Quotation and may at its own discretion, accept or reject the same.
4. In case the Products delivered to the Client do not conform to the specifications as indicated in the Purchase Order/Quotation, the Client should report the same to Pluxee Customer Service not later than one (1) working day from receipt of said Products. Failure to report the foregoing within the given period shall be deemed unconditional acceptance of the Products delivered and shall relieve Pluxee of any liability in respect thereof.
5. For an additional fee, Client may opt to assign Pluxee to distribute the Product/s directly to its beneficiaries by completing the Annex B. – Distribution Agreement attached.

B. PRICE, TAX AND PAYMENT

1. The price for the ordered Product/s and other related charges shall be as stated in the Purchase Order/Quotation which is based on Pluxee's offered rates to the Client as seen in Annex A attached to this T&C.
2. Taxes applicable to the transactions contemplated in the Purchase Order/Quotation shall be for the account of the Client.
3. The Client shall pay the amount due on any Purchase Order/Quotation to Pluxee in accordance with such terms stated in the Purchase Order/Quotation or as otherwise agreed upon with Pluxee.

C. USAGE

1. Product/s may be used in (a) establishments or merchants where the official Pluxee Product/s sticker or QR counter top is affixed; (b) Pluxee accredited establishments and merchants shown in the Pluxee Web Site; and (c) Pluxee accredited establishments or merchants as indicated in the hand-outs or directory provided by Pluxee to the Client, subject to Item C(3).
2. Subject to Item C(1), Product/s may be used with other modes of payment.
3. Pluxee-accredited or affiliated establishments or merchants are required to perform security and authenticity verification of the Product/s. In case any such establishment or merchant rejects a Product/s due to inauthenticity or other defect, the Client may bring this matter to Pluxee within three (3) working days from rejection by the establishment or merchant for further verification. The determination of Pluxee on the acceptability or authenticity of the Product/s shall be final and conclusive.
4. The user of the Product/s shall comply with the terms and conditions set forth herein.
5. The Product/s may be used by the client as a reward, incentive, and/or part of its loyalty program for its employees, clients, and/or other intended recipients.
6. Client acknowledges full understanding and acceptance of the terms and conditions of the Product/s mobile application and how it may affect the execution of its campaigns
7. Client acknowledges that it is fully responsible to cause their Beneficiaries to download the Product/s applicable mobile application and ensure its Beneficiaries' agreement to the terms and conditions of the same.

D. PRODUCT/S HANDLING

Pluxee shall not be liable to replace any Product/s that is lost/stolen/damaged/misused due to no fault of Pluxee. Further, Pluxee shall likewise not be held liable from merchant non acceptance of the Product/s due to such damage/defects inflicted to the same, due to no fault of Pluxee.

E. DATA PRIVACY AND CONFIDENTIALITY

1. The Parties undertake to observe, and to cause their officers, employees, agents and related parties to observe, the strictest business secrecy with respect to all information communicated by the other Party that has come to their knowledge on the occasion of the performance of the services delivered by Pluxee. Documents, information, whether personal information or sensitive personal information, transmitted by the Client, as well as files drawn up by the system of the Product/s on the basis of those documents and information, shall be covered by business secrecy.
2. Client warrants that it has obtained the Beneficiaries' consents to use, transmit and/or communicate all relevant documents and/or the information contained therein, to Pluxee under this Agreement. In this regard, the Client shall ensure that the Beneficiaries about whom personal information or sensitive personal information is shared have been adequately informed that (i) Pluxee and its officers, employees, agents and related parties shall have access to such personal information or sensitive personal information about them, and (ii) the personal information or sensitive personal information may be used by Pluxee and its officers, employees, agents and its related parties in connection with its issuance and distribution of the Product/s to such Beneficiaries.
3. Client hereby authorizes Pluxee to process, for and on its behalf, the said documents and information and confirms that the controls that shall be implemented by Pluxee to protect the same are compliant with the requirements of the Data Privacy Act of 2012 and all implementing rules and regulations issued pursuant thereto (the "Data Privacy Act"). Pluxee and Client shall

each comply with all provisions of the laws applicable to the protection of documents and information involved under this Agreement. The Parties agree to cooperate to ensure that the protection of the documents and information involved under this Agreement meets all applicable legal and regulatory requirements on the protection of such data.

4. Pluxee shall have the right to disclose the documents and information to its officers, employees, agents, related parties other third parties acting for or on its behalf, as is necessary for Pluxee to perform its obligations under this Agreement. Pluxee shall take appropriate measures to ensure that such officers, employees, agents, related parties and other third parties shall comply with the Data Privacy Act and other applicable laws. Client also authorizes Pluxee to disclose the documents and information as may be required under any applicable law, rule, regulation or order of a court or government agency acting within its jurisdiction, provided that Pluxee shall promptly notify Client of such requirement prior to disclosure so that Client may seek an appropriate remedy and/or waive compliance with the terms of this Agreement.

5. In the case of services performed using the internet, Pluxee may on no account be held liable for the actions of end users of the internet services, such as data recovery, copying, usage, processing, and the like.

6. The provisions of this Agreement on data privacy shall survive the expiration or termination of this Agreement and shall remain in effect for two (2) years after the performance of the services has come to an end, for whatever reason.

F. INTELLECTUAL PROPERTY

Ownership of the Product/s and its relevant technology shall remain with Pluxee. Client acknowledges and agrees that the rights to the information in the Product/s and its relevant technology, any patents, trade secrets, or other intellectual property rights in, or arising from the use of, the Product/s and its relevant technology are owned and shall be owned by Pluxee.

G. FORCE MAJEURE

1. Cases of force majeure or accidental circumstances, whether of a general nature (war, strikes inside or outside of Pluxee, social unrest, terrorist attacks, public disasters, fires) or more specifically such circumstances as to prevent the discharge of the contractual obligations (interruption of telecommunications, cessation or suspension by an operator of its services for whatever reason, or any other circumstances beyond the Parties' express control), shall suspend the obligations of the party concerned after the latter has given notice by registered letter with recorded delivery, without compensation being due by either Party.
2. In all cases, execution of the services shall resume as soon as the causes of suspension of the obligations have ceased to exist.
3. Where cases of force majeure or accidental circumstances persist for longer than two (2) months, or if it emerges in the course of those two (2) months that no remedy is possible, execution of the services shall cease definitively, without any compensation being due by either Party.
4. In all cases, the Client shall remain under an obligation to pay for the work that has been done.

H. GOVERNING LAW AND JURISDICTION

1. These Terms and Conditions (including, without limitation to, the Purchase Order/Quotation, Product/s and any offer or transaction in connection with the foregoing) shall be governed by and construed in accordance with the laws of the Philippines, without regard to its conflict of laws rules and principles.
2. In the event of any Dispute, the relevant parties agree to exert reasonable commercial efforts to amicably resolve or reconcile the Dispute within thirty (30) calendar days from the date that the other party received a written notice from the other party of such Dispute. If the parties fail to resolve the Dispute within said period, a party shall have recourse to the proper courts of Makati City, to the exclusion of all other courts of equal and competent jurisdiction.

I. LIMITATIONS OF LIABILITY

1. Pluxee shall not under any circumstance be liable to the client or any other person for any special, indirect, incidental, punitive, or consequential damages, losses, costs or expenses (including, but without limitation, to loss of profits, loss of opportunity, loss of goodwill or impairment of reputation) even if Pluxee (or any Pluxee related party) has been advised of the possibility of the same
2. The Client shall hold Pluxee (including the Pluxee Related Parties) free and harmless from any claim, demand, suit, cause of action or liability in respect of any fault or negligence of a Pluxee-accredited or affiliated establishment or merchant in relation to any transaction where a Product was used, accepted or rejected.
3. The Client hereby acknowledges that (i) Pluxee has no obligation to investigate such illegal or fraudulent use of the Product/s by the Beneficiaries

J. MISCELLANEOUS

1. These Terms and Conditions and the provisions of the relevant Purchase Order/Quotation shall govern the transactions in relation to the Product/s and those contemplated herein. In case of any irreconcilable conflict between these Terms and Conditions and the provisions of the Purchase Order/Quotation, these Terms and Conditions shall govern.
2. The affixed signature on the quotation form shall constitute acknowledgement and acceptance of this Terms and Conditions document.