

CREDIT ACCOMMODATION AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Credit Accommodation Agreement made and entered in NOV 04 2022 by and between:

FEDERAL BRENT RETAIL, INC, a Corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Seaside Blvd., cor. Pres. Diosdado Macapagal Blvd., Brgy. 076, Pasay City represented¹ herein by its President, **EDWARD WILLIAM S. TAN**, and by its General Manager, **JERRY S. ANGCHAY** and by its Deputy General Manager/CFO, **ARNOLD D. MALLARI**, hereafter referred to as the "**SUPPLIER**"

-and-

OVERSEAS WORKERS WELFARE ADMINISTRATION., is an attached agency of the Department of Labor and Employment of the Philippines duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with the office address at, OWWA Center, 7th St cor F.B Harrison St Pasay City 1300 Philippines represented herein by its Administrator, **ARNALDO A. IGNACIO.**, hereinafter referred to as the "**CLIENT**";

WITNESSETH: That;


WHEREAS, the SUPPLIER is the owner and operator of Petron Fuel Stations located at Metropolitan Park Roxas Blvd Southbound. & Seaside Blvd cor. Diosdado Macapagal Brgy, 076, Pasay City.

WHEREAS, the SUPPLIER provides automotive products and efficient service works to all kinds of motor vehicles.

WHEREAS, the CLIENT, particularly **OVERSEAS WORKERS WELFARE ADMINISTRATION**, only desires to avail the petroleum products of the SUPPLIER for its motor vehicles.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the following stipulations and covenants, the parties hereunto have agreed as follows:

¹ A copy of Federal Brent Retail Inc.'s Secretary's Certificate is hereto attached and made an integral part hereof as Annex "A".

Records Management Division (RMD)	
CERTIFIED TRUE COPY	
By: MA. CYNTHIA DM ERON	
NOV 04 2022	Time: 2:45 pm
Copy Control No: CA-2022-43	Copy 3

1. **PERIOD:** This Agreement shall be effective for a period of three (3) Months commencing from October 1, 2022 until December 31, 2022. Either party may terminate this Agreement prior to its expiration by sending the other written notice at least ninety (90) days prior to the date of its intended termination, with or without cause.
2. **GENERAL TERM:** For the products provided by the SUPPLIER under this Contract, the CLIENT shall pay the SUPPLIER the cost price (Based on current price at the time of fueling) given or the total amount consumed worth of their products on a SEMI-MONTHLY basis particularly only for **OVERSEAS WORKERS WELFARE ADMINISTRATION**.
3. **CREDIT CYCLE, BILLING, and PAYMENT, PENALTY AND INTEREST CHARGES:** The credit cycle of the client and cut-off date for the billing is every fifteenth (15th) and end date of each month or as in other cases at the end of the month only.

The statement of account, together with the copies of the cash invoices, gasoline/motor oil withdrawal slip or vehicle servicing slip, shall be submitted to the CLIENT within one (1) week from the end of each credit cycle. Any question or discrepancies in the entries of the said statement of account shall be clarified by the CLIENT within five (5) days from the receipt thereof, otherwise, the same shall be deemed correct for all intents and purposes.

The CLIENT hereby agrees to pay the SUPPLIER in full the amount as stated in the above-mentioned statement of account within fifteen (15 days) from receipt thereof. The 15-day period is applicable for statement of account deemed correct unless there are error's attributable to the SUPPLIER.

4. **SERVICE SLIPS OR PURCHASE ORDER SLIPS:** The SUPPLIER shall only honor vehicle servicing slip duly approved and signed by the signatories of the CLIENT or its designated representative/s. Specimen signatures of all the authorized signatories of the CLIENT to the said service slip or purchase order slip, and the complete list of all its motor vehicles to be serviced under this Agreement shall be submitted to the SUPPLIER upon signing of this Agreement.

CLIENT shall likewise give the SUPPLIER at least three (3) days prior notice of any change in address or change of authorized signatories for its product withdrawals. Both parties shall submit specimen signatures of their respective authorized signatories.

The above-mentioned withdrawal slip should have the following data:

- a.) DATE;
- b.) VEHICLE TYPE;
- c.) PLATE NUMBER;
- d.) AMOUNT OF FUEL TO BE LOADED; and
- e.) NAME OF THE DRIVER (if possible).

In the absence of the foregoing withdrawal slip, the SUPPLIER shall have the right to refuse the delivery of products and/or services to the CLIENT's motor vehicles, equipment, and customer's brand new vehicles.

5. **SUSPENSION OR TERMINATION OF ACCOMMODATION:** The SUPPLIER shall give a written notice to the CLIENT before suspending or terminating this Agreement, the CLIENT shall be given seven (7) days to reply or settle their account, during this period the CLIENT can still continue with the condition that they must have a promissory note address to the SUPPLIER, when the latter fails to make full payment for at least one (1) billing period, or when the value of the transaction has already reached the amount of deposits credit limit as mentioned in Clause 2 hereof even before the receipt by the CLIENT of the Statement of account from SUPPLIER whichever comes first.

6. **NOTICES;** For all intents and purposes, notices, correspondence and processes shall have directed the parties and follows:

To the **SUPPLIER** at:

FEDERAL BRENT RETAIL, INC.

Metropolitan Park Roxas Blvd Southbound. Brgy. 076, Pasay City

To the **CLIENT** at:

OVERSEAS WORKERS WELFARE ADMINISTRATION

OWWA Center 7th St cor F.B Harrison St., Pasay City 1300 Philippines

In the event that one party changes its said address, such party shall immediately notify the other in writing. Failure of such party to do so would render any communications sent by the other prior to the said notification to it valid and effective for whatever purpose it may serve.

7. SUPPLIER shall give notice to CLIENT at least twenty-four (24) hours in advance before effecting any price increase or decrease.
8. The rights, privileges and duties created by this Agreement are personal and may not be assigned without the unanimous consent of the parties hereto and shall insure to the benefit of and be binding upon the parties hereto.
9. SUPPLIER hereby agrees to indemnify and to defend and hold harmless the CLIENT, and each member of the CLIENT and their respective directors, officers, employees, agents, and insurers from and against any and all claims, demands, actions, losses, expenses, damages, liabilities, costs, (including, but is not limited to, interests and penalties), and judgments

arising out of bodily injury, property damage, or any other damage or personal injury caused by the CLIENT's negligence, willful misconduct or product/formula defect. The indemnification obligations set forth herein shall survive the expiration or termination of the Agreement for any reason.

10. **VENUE:** All actions under this Agreement shall be instated at the proper court of Pasay City to the exclusion of all others.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of NOV 04 2022


FEDERAL BRENT RETAIL, INC.

SUPPLIER

By: 

EDWARD WILLIAM S. TAN
President


JERRY S. ANGCHAY
General Manager

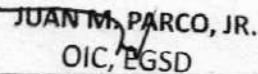

ARNOLD D. MALLARI
Deputy General Manager/CFO

**OVERSEAS WORKER WELFARE
ADMINISTRATION
CLIENT**


By: 

ARNALDO A. IGNACIO
Administrator
Overseas Workers Welfare
Administration

Signed in the presence of:


JUAN M. PARCO, JR.
OIC, EGSD

ACKNOWLEDGEMENT


Republic of the Philippines)
Pasay City) S.S.

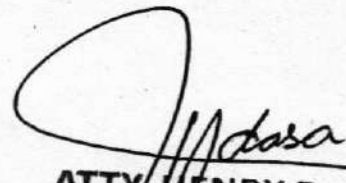
BEFORE ME, a Notary Public for and in the MANILA, Metro Manila, Philippines personally appeared with their respective competent evidence of identification as follows:

<u>Name</u>	<u>Identification</u>	<u>Date Issued</u>	<u>Place Issued</u>
EDWARD WILLIAM S. TAN	TIN # 212-278-412	12/23/2005	Philippines
JERRY S. ANGCHAY	License No. NO2-88-089241	4/12/2018	Philippines
ARNOLD D. MALLARI	SSS# 03-8502180-1	2/5/1968	Philippines

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed as well as that of the corporations represented herein.

SUBSCRIBED AND SWORN to before me this NOV 04 2022 day of 2022 in MANILA, Philippines.

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 Series of 20 22


ATTY. HENRY D. ADASA
 NOTARY PUBLIC CITY OF MANILA
 NOTARIAL COMMISSION 2020-097 / 12/31/2022 Manila
 IBP NO. 178598 - 01/03/2022, PASIG
 PTR NO. 0060197 - 01/03/2022 MLA
 ROLL NO. 29679, TIN: 172-528-620
 MCLE COMPL. NO. VII-0000165 6/26/2019 Valid April 14, 2025
 URBAN DECA HOMES MANILA, B-2, UNIT 355, TONDO, MLA. (8)

Handwritten marks:
 A checkmark and a stylized signature or mark.



NOTICE OF AWARD

11 October 2022

Mr. RAYMON PERALTA
Operations Manager
FEDERAL BRENT RETAIL, INC.
Petron Metpark, Seaside Blvd.,
Cor. Pres. Diosdado Macapagal Blvd.,
Pasay City

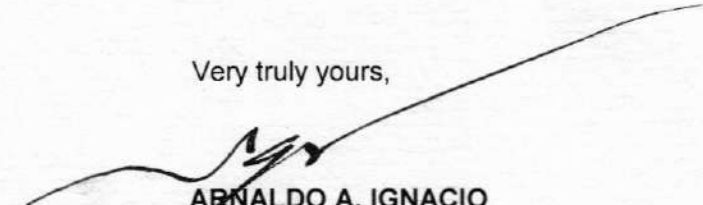
Dear Mr. Peralta,

Please be informed that your proposal for the Procurement of Petroleum Fuel with the Total Contract Price of **Three Million One Hundred Twenty-two Thousand Six Hundred Fifty-six Pesos and 45/100 (Php3,122,656.45)** for the period of **October to December 2022** only, has been accepted.

Kindly acknowledge receipt and acceptance of this Notice by signing the space provided below and submit a copy to the Procurement and Property Management Division of the Overseas Workers Welfare Administration (OWWA) at Room 301, 3rd Floor, OWWA Center Building, 7th St., corner F.B. Harrison St., Pasay City.


Thank you.

Very truly yours,



ARNALDO A. IGNACIO
Administrator

Conforme:



Mr. RAYMON PERALTA
Operations Manager/**FEDERAL BRENT RETAIL, INC.**
Date: 10-11-22



Republic of the Philippines
OVERSEAS WORKERS WELFARE ADMINISTRATION
Department of Labor and Employment



NOTICE TO PROCEED

OCT 11 2022

Mr. RAYMON PERALTA
Operations Manager
FEDERAL BRENT RETAIL, INC.
Petron Metpark, Seaside Blvd.,
Cor. Pres. Diosdado Macapagal Blvd.,
Pasay City

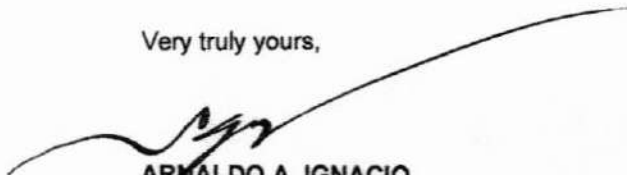
Dear Mr. Peralta,

The attached Contract Agreement having been approved, notice is hereby given to **Federal Brent Retail, Inc.** that the Procurement of Petroleum Fuel may commence effective immediately.

Please acknowledge receipt and acceptance of this Notice by signing the space provided below and submit a copy to the PPMD of the Overseas Workers Welfare Administration (OWWA) at Room 301, 3rd Floor, OWWA Center Building, 7th St., corner F.B. Harrison St., Pasay City.

Thank you.

Very truly yours,



ARNALDO A. IGNACIO
Administrator

I acknowledge receipt of this Notice on NOV 04 2022



Mr. RAYMON PERALTA
Operations Manager/**FEDERAL BRENT RETAIL, INC.**