

CREDIT ACCOMMODATION AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This Credit Accommodation Agreement made and entered in MANILA, 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**, hereafter referred to as the **"SUPPLIER"**

-and-

OVERSEAS WORKER WELFARE ADMINISTRATION., is an attached agency of the Department of Migrant Workers 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** submitted a proposal for certain goods and ancillary services for the **PROCUREMENT OF PETROLEUM FUEL** for the period of **March to December 2024** and has accepted the Contract Price for the supply of those goods and services in the sum not exceeding the amount of **Six Million Four Hundred Ninety Six Thousand Pesos (Php 6,496,000.00)** only.

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

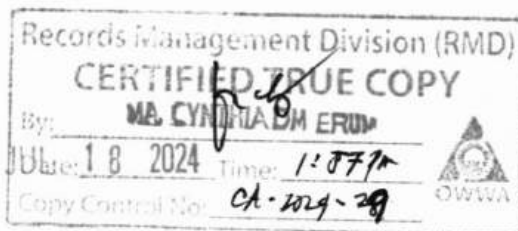
WHEREAS, the **SUPPLIER** provides automotive products, fuel and efficient service works to all kinds of motor vehicles.

WHEREAS, the **CLIENT**, particularly **OVERSEAS WORKER WELFARE ADMINISTRATION**, 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"**.

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1. **PERIOD:** This Agreement shall be effective for a period of Ten (10) Months commencing from **March** until **December 2024**. 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 given or the total amount consumed worth of their products on a SEMI-MONTHLY basis particularly only for **OVERSEAS WORKER 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.

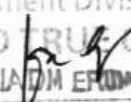

The **CLIENT** hereby agrees to pay the SUPPLIER in full the amount as stated in the above-mentioned statement of account within fifteen (15 days) from receipt thereof. The 15-day period is applicable for statement of account deemed correct unless there are error's attributable to the **SUPPLIER**. Failure on the part of the **CLIENT** to pay in full shall be liable to pay the **SUPPLIER** interest at the rate of 1% per month until fully paid. Penalty is applicable only for delays attributable to **CLIENT**.

In addition to the above-mentioned interest, the **CLIENT** shall also be liable to pay the SUPPLIER penalty interest charges equivalent to 1% per month for any and all arrearages.

4. **SERVICE SLIPS OR PURCHASE ORDER SLIPS:** The SUPPLIER shall only honor fuel/motor oil withdrawal slips or 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.

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Records Management Division (RMD)	
CERTIFIED TRUE COPY	
By: MA. CYNTHIA M. ERON	
JUL 18 2024	Time: 1:07 PM
Copy Control No: CA-2024-29	

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The above-mentioned servicing and/or 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 servicing or withdrawal slip, the SUPPLIER shall have the right to refuse the delivery of products and/or services to the CLIENT's motor vehicles, equipment, customer's brand new vehicles.

5. **SUSPENSION OR TERMINATION OF ACCOMMODATION:** Either of the Parties shall give prior written notice at least seven (7) days to the other before suspending or terminating this Agreement based on just cause or in case of violation of any provisions hereof. The CLIENT shall be given seven (7) days to reply from receipt of notice to settle 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 periods, 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 and other correspondences shall have directed the parties and follows:

To the SUPPLIER at:

FEDERAL BRENT RETAIL, INC.

Seaside Blvd. cor Pres. Diosdado Macapagal Blvd. Brgy. 076, Pasay City

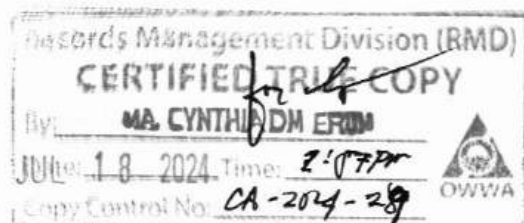
To the CLIENT at:

OVERSEAS WORKER WELFARE ADMINISTRATION

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

In the event that one party changes its 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 inure 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**: In the event of any legal action or conciliation proceedings, the same shall be instituted before the proper Courts in Pasay City only.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this day of 20 .

MAR 26 2024

FEDERAL BRENT RETAIL, INC.

SUPPLIER

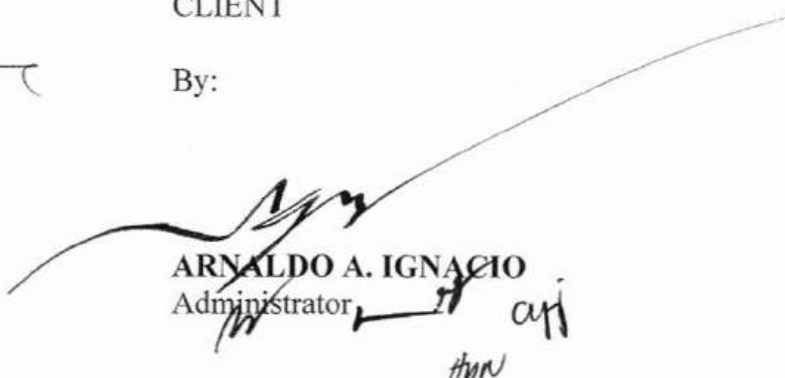
By:



EDWARD WILLIAM S. TAN
President

**OVERSEAS WORKER WELFARE
ADMINISTRATION
CLIENT**

By:



ARNALDO A. IGNACIO
Administrator

Signed in the presence of:

JERRY S. ANGCHAY
General Manager



JUAN M. PARCO JR.
Officer-in-Charge, EGSD



CERTIFIED FUNDS AVAILABILITY:

Maria Giezl T. Lanuza
MARIA GIEZL T. LANUZA
OIC, Accounting Division *w*
Amount: ₱6,496,000.00
March-December 2024

OBN: 2024-04-437

Records Management Division (RMD)
CERTIFIED TRUE COPY
By: *for ls*
MA. CYNTHIA DM ERON
JUL 18 2024 Time: 1:57 PM
Copy Control No: CA-2024-29
OWWA

ACKNOWLEDGEMENT

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


BEFORE ME, a Notary Public for and in MANILA 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
ARNALDO A. IGNACIO	Passport No. S0025945A	09/08/2022	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.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

Doc. No.: 110
Page No.: 48
Book No.: VII
Series of 20 24.


ATTY. MARIA LUISA CECILIA E. GARCIA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
ROLL NO. 35856
PTR NO. 891332-JAN. 04, 2024
IBP NO, 7008750
MCLE VI-IN COMPLIANCE NO. 001328
TIN NO. 260475235

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Records Management Division (RMD)
CERTIFIED TRUE COPY
By: *for*
MA. CYNTHIA DM ERDM
Date: JUL 18 2024 Time: 1:57 PM
Copy Control No: CA-2024-89


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NOTICE OF AWARD

7 March 2024

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

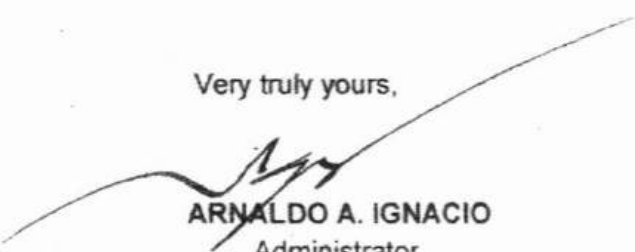
Dear **Mr. Peralta**,

Please be informed that your proposal for the Procurement of Petroleum Fuel with the Total Contract Price of **Six Million Four Hundred Ninety-six Thousand Pesos (Php6,496,000.00)** only, has been accepted.

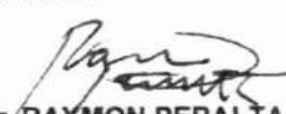
Kindly acknowledge receipt and acceptance of this Notice by signing the space provided below and submit a copy to the Procurement and Property Management Division of the Overseas Workers Welfare Administration (OWWA) at Room 301, 3rd Floor, OWWA Center Building, 7th St., corner F.B. Harrison St., Pasay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

Thank you.

Very truly yours,


ARNALDO A. IGNACIO
Administrator

Conforme:


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

Date: 3-7-2024

NOTICE TO PROCEED

MAR 22 2024

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

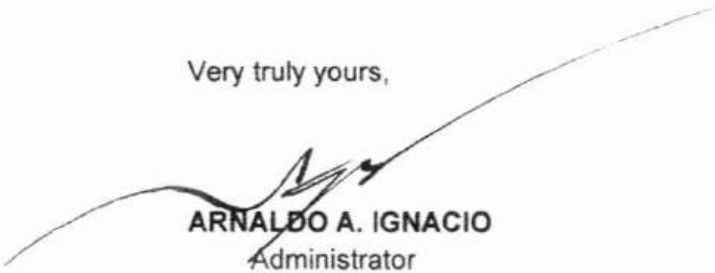
Dear **Mr. Peralta**,

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 3-26-2024


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