

*Dedicated to People Flow™*



## Maintenance - KONE Care®

Our Reference: MWSS - Renegotiation (Nov 2020 - Oct 2021)  
Date: 03.10.2019  
Issued by: Leonilyn Estorillo  
Quotation No. T-0003336079 v1

# KONE Care Standard

## Between the Customer:

Name: **METROPOLITAN WATER WORKS SYSTEM**  
**KATIPUNAN AVE.,**  
**QUEZON CITY**

Invoice address:  
 (if different)

1232  
 Philippines

## and contractor



**KPI ELEVATORS, INC.**  
 25/F BDO Equitable Tower,  
 8751 Paseo De Roxas,  
 1231 Makati City  
 PHILIPPINES

This contract is hereby concluded on the basis of the attached General Terms and Conditions for Maintenance Services and with the detailed description of the work. All the listed equipments shall be integral parts of the contract.

### General contract agreements

Commencement date	19 November 2020 – 18 November 2021
Contract Duration Period	1 year Contract
Invoicing period	Monthly in advance
Payment method	Cheque
Payment Terms	Payment shall be due within 30 days of receipt of an invoice
Price per invoicing period including VAT	<b>PHP 13,170.92 per month</b>

Signed by the Customer	Signed by KPI Elevators, Inc.
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Date	Date
Signature	Signature
 Lt. Gen. Emmanuel B. Salamat (Ret) Administrator	 Mr. Petteri Kyrklund Service Business Director

- Appendices:
- Appendix 1: Equipment Details
  - Appendix 2: Service Description
  - Appendix 3: General Terms and Conditions for Maintenance Services

ACKNOWLEDGEMENT  
 BEFORE ME A NOTARY PUBLIC FOR AND IN THE CITY OF MAKATI THIS  
 DAY OF DEC 2020 PERSONALLY APPEARED ATTY SHERLUCK JUN C. VILLEGAS  
 EXHIBITING TO ME HIS/HER COMPETENT EVIDENCE OF IDENTITY CONSISTING  
 OF [REDACTED] ISSUED ON [REDACTED] VALID UNTIL [REDACTED]  
 KNOWN TO ME AND TO BE THE SAME PERSON WHO EXECUTED THE  
 FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE SAME IS THE  
 OWN FREE AND VOLUNTARY ACT AND DEED OF THE SAID PARTY.

**ATTY SHERLUCK JUN C. VILLEGAS**  
 Notary Public for Makati City  
 Appt. No. M-555 until December 2020  
 Unit 3C LTA Building, 118 Perea St.  
 Legaspi Village, Makati City  
 Roll No. 70942



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 PTR No. 8116035 /01-02-2020/ Makati City  
 MCLE Compliance No. VI-0028223/ 08-13-2019

## Appendix 1 - Equipment Details

The following equipment shall be covered by this contract

Scope of contract: KONE Care Standard  
Equipment type: Elevator

Equipment number	Manufacturing number	Inventory number	Location	Number of landing doors
30166201	30166201	PE1	MANILA WATER SEWARAGE SYSTEM KATIPUNAN ROAD QUEZON CITY 1232	6
30166202	30166202	PE2	MANILA WATER SEWARAGE SYSTEM KATIPUNAN ROAD QUEZON CITY 1232	6

## Appendix 2 - Service Description

Scope of contract: KONE Care Standard  
Equipment type: Elevator

This contract meets all the relevant requirements of the current statutory regulations.

### Agreed contents of the work

- KONE Modular based maintenance™
- KONE Customer Care Centre™
- Labour for Call-outs Service
- Spare parts for Call-outs
- Labour for Service Repairs
- Spare parts for Service Repairs
- Agreed Maintenance Times

### Description of work

KONE Modular based maintenance™

KONE Modular based maintenance™ is KONE's preventive maintenance method. Maintenance activities are done according to equipment specific maintenance plan. Pre-defined maintenance modules include the maintenance actions for each main component of the equipment.

KONE Customer Care Centre™

KONE Customer Care Center is a 24/7 helpdesk for reporting technical failures and faults in the elevators, escalators and doors or for requests of other assistance on site. KONE Customer Care Center can be easily accessed through our national phone numbers (02) 8112934 and (02) 8112936.

Labour for Call-outs Service

Call-out Service is designed to solve unexpected equipment failure, equipment stoppage or erratic operation, requiring immediate attention of a KONE Technician. Excluding replacement of spare parts.

Agreed Maintenance Times

Maintenance carried out during normal working hours. (Monday - Saturday 08:00 - 1700)

### Exclusions

Please refer to our standard Terms and Conditions which are enclosed with this offer.

## Appendix 3 - GENERAL TERMS AND CONDITIONS FOR MAINTENANCE

## SERVICES

### 1 DEFINITIONS

The following defined words and phrases shall have the following meanings:

Term	Description
"Commencement Date"	The date of commencement of the Contract
"Contract"	The contract entered into between KONE and the CUSTOMER regarding the provision of Maintenance Services
"Contract Duration Period"	The duration period of the Contract as set out in the Contract.
"Equipment"	The elevators and escalators listed in the Contract, and related components and parts
"Legislative Requirements"	All applicable regulatory and legislative requirements, laws, statutes, regulations and requirements and/or orders set out by any competent authority.
"Maintenance Services"	All services to be performed by KONE with respect to the Equipment pursuant to the Contract
"Normal Working Hours"	The time between 08:00 to 17:00 from Monday to Saturday, excluding local bank holidays
"Party" or "Parties"	The CUSTOMER and/or KONE
"Price"	Consideration payable to KONE by the CUSTOMER for the performance of the Maintenance Services

### 2. PROVISION OF MAINTENANCE SERVICES BY KONE

KONE shall perform the Maintenance Services as agreed to in the Contract and in these General Terms and Conditions. In performing the said services, KONE shall take all reasonable steps to maintain the Equipment in proper operating condition. KONE shall use trained and appropriately supervised personnel to perform the Maintenance Services. KONE shall provide the Maintenance Services in accordance with all Legislative Requirements and shall undertake, at the CUSTOMER's expense, any work deemed necessary to comply with applicable Legislative Requirements. The Maintenance Services shall be conducted during the Normal Working Hours. If not separately agreed, any work conducted outside the Normal Working Hours is not included in the Price and shall be invoiced separately.

### 3. PROVISIONS BY THE CUSTOMER

MWSS shall promptly inform KONE of any unsatisfactory operation or performance of the Equipment, any accidents or incidents involving the Equipment or any change in the use of the Equipment. MWSS shall provide a safe and adequate working environment for KONE personnel and reasonable access to carry out the Maintenance Services. MWSS shall be responsible for all wiring in the building structure and power supply necessary for the functioning of the Equipment. MWSS shall be responsible for any power supply fluctuations solely attributable to the fault of the CUSTOMER causing damage to the Equipment. MWSS shall comply with all applicable Legislative Requirements, including work safety regulations. MWSS is responsible for provision of telecommunication lines and VOIP connection (including related equipment where applicable) required for remote monitoring systems, and payment of all costs and charges relating to the maintenance and use of the same. MWSS shall provide the machine room with adequate lighting, cooling, moisture control, dust filtering and ventilation required by KONE.

### 4. PAYMENT AND ADJUSTMENT OF PRICE

The price is due in a monthly basis via Savings Account as follows

Standard Chartered Bank  
Peso – 132548265000  
USD – 9053845101845.

Payment shall be due within thirty (30) days from receipt of the invoice by MWSS. The Price shall be inclusive of VAT twelve (12) percent. The Price may be adjusted annually subject to the terms and conditions mutually agreed by the parties.

## 5. DELAYED PAYMENT BY THE CUSTOMER

If the payment of any amount due under the Contract is delayed, KONE shall be entitled to charge interest on such sum at the rate of two percent (2%) per month for every day the payment is overdue. KONE shall also have the right, without prejudice to other remedies, to suspend immediately the provision of the Maintenance Services until the CUSTOMER's due payments (with interest) have been paid in full.

## 6. KONE WARRANTY FOR PARTS AND COMPONENTS

KONE shall, at its own cost, replace parts and components supplied by it, which show defects in design, materials or workmanship for a period of three (3) months after the date on which the respective part or component was installed in the Equipment. This warranty shall be exclusive of normal wear, and tear and any repairs, replacement of parts or components, or work upon the Equipment necessary because of improper or negligent use of the Equipment, theft, accident, vandalism or tampering of the Equipment, or alterations to the Equipment by any other party than KONE. All parts and components fitted by KONE will be original parts or components. If original parts or components are not available, the parts or components fitted will be of equal quality and CUSTOMER shall be informed of such fact. KONE's liability to the CUSTOMER for any defects in design, materials or workmanship relating to parts and components shall be limited to the replacement of spare parts or components as defined by this Article 6.

The following are explicitly excluded from KONE's responsibility:

- i) repair, renewal, replacement or redecoration of cars; shaft enclosures, suspended ceiling platform (flooring), door sills, gates, door panels, door frames, decorative works and CUSTOMER's communications equipment (including relayed music); cleaning of car interiors, doors, jamb, faceplates (unless otherwise agreed), glazed shafts, car lights and exterior glassea;
- ii) total replacement of cylinders and piston in hydraulic elevators; change of hydraulic oil;
- iii) all wiring outside of the Elevator's machine-room & hoistway, buried cylinders and pipings;
- iv) emergency Standby Battery Power Device, ARD, batteries, hoist ropes/safety rope, travelling cable, replacement of gearbox, replacement and repair of main motor and main sheaves, all fixture faceplates, C.C.T.V., intercom, telephone and other audio/visual and security equipment and supervisory panel;
- v) security equipment, Elevator Passenger Guidance (e.g. EPG, I-Link) and remote monitoring (e.g. EMC, E-Link) computer and its peripherals, monitor hardware, message display unit & monitor, printed circuit boards and card access system;
- vi) machine room ventilation / air conditioning system, circuit breaker, distribution switchboards, lighting and its general maintenance;
- vii) internal and external balustrades, truss cladding, skirtings, deck panels, floor plates, decorative finishes and other panels of escalators;
- viii) replacement drive units or control panels for any reason; or

ix) any work or replacement other than ordinary and reasonable use of the Equipment, such as vandalism, misuses, theft, corrosion or extraordinary adverse environmental conditions.

## **7. CUSTOMER INDEMNIFICATION AND LIMITATION OF LIABILITY**

KONE shall indemnify the CUSTOMER against liability for personal injury, the death of any person and property damage which is a direct and foreseeable result of the negligence, omission or willful act of KONE in performing its obligations under the Contract. KONE shall under no circumstances be liable for any loss of profit, loss of use, loss of contracts, loss of business, loss of customers, loss of good will, contractual penalties to third parties or for any indirect or consequential loss or damage, relating to KONE's performance of the Maintenance Services or the Contract.

KONE makes no warranties, whether express, implied, statutory, or collateral, including but not limited to warranty of merchantability or warranty of fitness for any particular purpose, except those warranties expressly made in the Contract, which are in lieu of any and all other warranties. The liability for which KONE shall be relieved shall include, but not limited to, the following:

i) any repairs, replacement of parts or components, or work upon the Equipment necessary because of improper or negligent use of the Equipment, theft, accident, vandalism or tampering of the Equipment, alterations to the Equipment by any other party than KONE, or obsolete Equipment;

ii) failure by the CUSTOMER to carry out any work or make any repairs, replacements or upgrades recommended by KONE or required by the Legislative Requirements,

iii) work required by reason of the Equipment not being in a safe and satisfactory condition on the Commencement Date or being or becoming obsolete, or work which otherwise falls outside the scope of the Maintenance Services as defined in the Contract;

iv) KONE being prevented from performing the Maintenance Services due to any failure by the CUSTOMER to satisfy any of its obligations under the Contract or due to reasons set out in Article 9 below; and

v) any loss, damage or injury which may be sustained either to persons or property due to the operation of, or any accident relating to, the use of the Equipment, except in case the said loss, damage or injury is a direct and foreseeable result of KONE's own negligence or willful act. In any event, the annual aggregate liability of KONE under this Contract shall be limited to the sum of ONE HUNDRED THOUSAND PESOS (Php100, 000.00) or the annual Contract value, whichever is higher.

In the event the Legislative Requirements require pressure testing or testing under full load or speed, KONE shall exercise due care when carrying out of such tests, but will not accept any liability in respect of damage to the Equipment or building structure/fabric caused by such tests.

Any claims relating to the Maintenance Services provided under this Contract shall be made by the CUSTOMER in writing at the latest within sixty (60) days from the expiry of the Contract Duration Period.

## **8. INSURANCE**

KONE shall maintain in force for the Contract Duration Period a Comprehensive General Liability insurance with a reputable insurance company, indemnifying it against all legal liability for injury, death and property damage arising from negligence, omission, or willful acts by KONE or its employees.

## **9. FORCE MAJEURE AND RELEASE FROM RESPONSIBILITY**

KONE shall not be liable for any failure to fulfill any of its obligations under the Contract to the extent

that such fulfillment is prevented by circumstances beyond KONE's reasonable control, including but not limited to acts of God, acts of government, war, civil commotion, terrorism, material shortages, transportation delays, labour unrest, theft, vandalism, misuse of Equipment, failure of incoming power supply, fire, epidemic, flood, adverse climate conditions or natural disasters.

## **10. PROPERTY RIGHTS**

The proprietary rights to any drawings, technical documentation, software or other intellectual property provided by KONE in the course of and in connection with performance of the Maintenance Services, including any technical information collected by KONE via remote monitoring system shall remain solely with KONE.

## **11. TERMINATION OF CONTRACT**

The Contract shall remain in force for the Contract Duration Period, and same maybe renewed for another year subject to the result of the performance evaluation of MWSS to KPI Elevators, Inc. before the end of the contract duration, unless cancelled in writing by either party ninety (90) days prior to renewal. Either party may terminate the Contract, without satisfying the above time requirements, by giving a written notice to the party in the event that the other party goes into liquidation either compulsory or voluntarily, or a receiver, administrator or administrative receiver is appointed in respect of the whole or any part of its assets, or if the other Party commits a material breach of the contract and said breach has not been remedied within thirty (30) days after receipt of written notice setting forth particulars describing the alleged breach. Further, KONE has the right to terminate in the event the main purpose of use of the Equipment has materially changed during the Contract Duration Period or the Equipment is serviced or repaired by a third party without the prior written approval by KONE during the Contract Duration Period.

In the event that the Contract is terminated by either Party as set out above, the CUSTOMER's obligations to make payments due under the Contract shall survive the termination and KONE shall be entitled to receive payments from MWSS for any Maintenance Services performed before the effective date of termination. KONE, in turn, shall return any payments made by MWSS for Maintenance Services not yet performed, except in the event of termination due to the MWSS's default. In the event the Contract is terminated for any reason whatsoever, i) the remote monitoring equipment owned by KONE will be disabled or removed, unless agreed otherwise, and ii) any Equipment specific maintenance productivity tools will be removed, unless the Customer wishes to purchase such tools at the prevailing market price.

## **12. APPLICABLE LAW**

The Contract will be governed by the laws of the Philippines, and the courts of the place of residence of KONE shall have sole jurisdiction over any disputes between the Parties relating to the Contract.

## **13. MISCELLANEOUS**

The Contract constitutes the entire agreement between the Parties, and supersedes all prior negotiations, understandings, representations, and agreements between the Parties, if any. The CUSTOMER represents and warrants that in deciding to enter into the Contract, the CUSTOMER has not relied on any information supplied or statements made by KONE except those set forth in the Contract. The Contract may be amended or varied only by a written instrument signed by duly authorized representatives of both Parties. Any purchase order issued by the CUSTOMER in connection with the Maintenance Services shall be deemed to be issued for the CUSTOMER's administrative billing purposes only, and the Parties hereby intend that the terms and conditions of the Contract shall exclusively govern any services to be provided hereunder. None of the conditions of the Contract shall be considered waived by either Party unless such waiver is given in writing by the Party. No such waiver shall be a waiver of any past or future default, breach or modification of any of the conditions of the Contract, unless expressly stipulated in such waiver. This Contract can be freely assigned by KONE to any other company within the KONE group without the prior consent of the



Customer

#### **14. GOVERNING LAW AND DISPUTE RESOLUTION**

These General Conditions shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any dispute, controversy or claim arising out of or relating to these General Conditions, or the breach, termination or invalidity thereof, shall be finally resolved by arbitration in accordance with the rules of the Philippine Dispute Resolution Center (PDRC). The number of arbitrators shall be one (1). The place of arbitration shall be Makati City, the Philippines. The language to be used in the arbitral proceedings shall be English.