



BUYER'S INFORMATION

NAME OF BUYER (Authorized Representative):
POSITION:
COMPANY:
BUYER hereby requests to be enrolled in CEMEX E-Services program of SOLID CEMENT CORPORATION/APO CEMENT CORPORATION ("SELLER"), subject to acceptance by Seller of this Application and the supporting documents submitted in connection herewith.

E-Document Delivery

Email Address (Nominate at least 2 email address)
Primary Email:
Secondary Email:
Mobile Number:
As part of Seller's service, the Buyer shall receive general announcements/documents/notices, and shall be provided with information pertaining to its orders via email or other digital platforms as determined by the Seller:
E-Document Delivery – invoice, statement of accounts, and other electronic documents shall be delivered to the CEMEX Go Portal and the Buyer will receive notification via email as soon as documents are available in the CEMEX Go portal for downloading and/or printing. No hard copies will be delivered to the Buyer.

TERMS AND CONDITIONS

- The following terms and conditions shall cover the sales transactions made by Seller to Buyer under the CEMEX E-Services system which allows the Buyer to receive notifications through email or other digital platforms. By signing this form, the Buyer agrees to be bound by the following terms and conditions and confirms that it is authorized by itself and/or its Company to transact with Seller and access the CEMEX E-Services features.
- The Buyer agrees that upon enrollment, the Seller will no longer provide the paper (hard copy) form of the invoices, acknowledgement receipts, credit note, debit note, statement of accounts, and other documents. In lieu thereof, all these documents shall only be generated electronically and can be accessed through the CEMEX Go Portal wherein an access link shall be sent to the email address provided by the Buyer.
- The Buyer shall be responsible for providing the following minimum information: Buyer's CEMEX account number, mode of transportation (pick-up/delivered), quantity, product, price, delivery site (or point of delivery), payment term, receiving time (daytime, early morning, nighttime, anytime/24 hours), delivery date, and special instructions when placing an order via digital platforms. The Seller shall not be held responsible for any failure and/or delay in delivery by the reason of Buyer's failure to provide the complete information in its order placement via E-Ordering. The Buyer certifies that all information it provided or will provide to Seller are complete, true, and correct, and that all signatures on these documents are genuine. The Seller shall not be held liable for any information that was provided by the Buyer, and the Buyer shall undertake to update and revise the information provided herein as necessary.
- The Buyer shall immediately notify the Seller of any change in the mobile number, email addresses, and other information registered in this form. The Seller shall not be responsible for any consequence due to inability of the Buyer to receive the documents via email due to the Buyer's failure to timely notify the Seller of the change of email address or mobile number. The Seller shall not be responsible for documents or information sent to the wrong person, as a result of the Buyer's failure to timely notify the Seller of the change in the email address or mobile number.
- In case of unsuccessful E-Document delivery due to circumstances or events as solely determined by the Seller, it may generate the paper form of these documents for the particular/specific documents that were not successfully sent and send the paper form of your documents to your last known and recorded mailing address. The Seller reserves the right to impose a reasonable fee on the Buyer's request for generation of paper form of E-Documents.
- The Buyer shall pay the Seller in full within the period stated in the invoice without need of demand. Should the Buyer fail to pay the total amount due as reflected in the invoice/s or debit memo on or before due date, the Buyer agrees that it shall be charged an interest, as provided in the invoice, per month until fully paid.
- Questions or clarifications on billings must be raised within five (5) calendar days from receipt thereof. Failure to dispute the contents of the bill within the stipulated time shall conclusively render the invoice to be correct. The questions and clarifications raised by the Buyer shall not be used to delay the payment of any invoice or suspend/toll its due date. The Buyer agrees that the Seller may withhold any future deliveries until all overdue accounts of Buyer are fully settled, without prejudice to the right of the Seller to exercise other remedies available to it under this agreement and under the law. The terms and conditions contained in the invoice shall be read into and form part of this Agreement.
- The Buyer is responsible for maintaining confidentiality of its account details and for restricting access to its registered mobile phone. The Buyer agrees to assume full responsibility for all activities and transactions made in its account through the use of its registered mobile phone and email. Any transaction effected through the registered mobile phone or email of the Buyer shall be conclusively presumed made by or authorized by the Buyer. The Buyer shall be responsible for keeping its account, email, password, etc. confidential and it undertakes not to share or disclose the documents and password to any unauthorized person. The Buyer holds the Seller free and harmless against any and all liability including, but not limited to those relating to any secrecy law or regulation (if any), should any of the Buyer's account or information found be viewed, accessed, or issued by any person other than the Buyer. The Buyer shall inform the Seller in case it suspects or knows that some else knows your password or accounts for updating of records or change of password/accounts.
- The Buyer must promptly inspect the materials upon their delivery and must notify Seller in writing of any claims within two (2) days from the date of delivery. The Seller's maximum liability and Buyer's sole remedy in the event of delivery of materials that fail to comply with the terms of this Agreement, or for any other breach by Seller under this Agreement, is a refund of the purchase price or, at Buyer's option and subject to availability, supply of replacement materials with freight or delivery charges to be borne by Seller. No materials shall be returned without prior authorization of Seller. In no event shall the Seller be liable for any incidental, consequential, exemplary or punitive damages, including loss of opportunities, regardless of whether caused by such party's fault or negligence.
- The Seller warrants that the materials will meet its written specification for the type of cement supplied under this Agreement. Seller also warrants that it has good title to the materials. THE SELLER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE SELLER WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE BUYER'S USE/ACCESS TO CEMEX E-SERVICES INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF OPPORTUNITIES.
- All orders made by the Buyer are subject to written acceptance by Seller. The contract between Buyer and Seller consists only of this form filled up by Buyer, the terms and conditions in this document and any attachments or references hereto, and, if a credit sale, in Seller's Credit Application Form and Seller's terms and conditions for credit. A waiver by Seller with respect to any breach by Buyer shall not constitute a waiver of any other breach. No oral understanding, representation or warranty shall be of any effect. The terms and conditions of this Agreement shall supersede the terms and conditions of any form or document used by Buyer in the event of contradiction or inconsistency with this Agreement.
- If at any time any one or more of the provisions of this Agreement become invalid, illegal or unenforceable in any respect under any law the validity, legality and enforceability of the remaining provisions hereunder shall not in any way be affected or impaired thereby except to the extent where such invalidity, illegality or unenforceability materially affects the nature and purpose of this Agreement.
- The Seller reserves the right to modify, amend or revise the terms and conditions applicable to any of the services through CEMEX E-Services from time to time without prior notice to the Buyer. The Seller may exert reasonable efforts to either email or deliver a notice of the modifications, amendments or revised terms and conditions at the address shown on the Buyer's account records. The continuous use of the service thereafter will constitute acceptance of the modifications and revised agreement.
- The Seller may terminate this Agreement at any time and may do so immediately without notice, and accordingly deny access to the system, if in Seller's sole discretion Buyer fails to comply with any term or provision of this Agreement. Upon termination of this Agreement, the Buyer must promptly destroy all materials downloaded or otherwise obtained from this system, as well as all copies of such materials, whether made under the terms of this Agreement or otherwise.
- From time to time, there may be information in the system that contains typographical errors, inaccuracies or omissions that may relate to quantity, pricing, availability, delivery schedule. Seller reserves the right to correct any errors, inaccuracies relating to any document and to change or update information at any time without prior notice (including after Buyer has submitted an order.)
- This Agreement shall be binding upon and inure to the benefit of the parties, their successors and assignees; provided, however, that neither party shall assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.
- All information furnished by Seller to Buyer relating to this Agreement or obtained by Buyer from the use of the system shall be kept confidential by the Buyer. The Buyer is authorizing the Seller to record all communications sent or received through CEMEX E-Services. All recordings may be made available to Seller's affiliates or advisers, the applicable authorities and may be used as evidence in any proceedings.
- The Buyer waives confidentiality of information and records relating to itself that may be obtained by the Seller from third parties, including government agencies, and other entities as the Seller deem proper and sufficient in the conduct of its business. The personal data of the Buyer shall only be used by the Seller in accordance with Data Information and Consent Form signed by the Buyer which shall form part of this Agreement.
- Law and Venue - This Agreement shall be governed by and construed under the laws of the Republic of the Philippines. In case of suit arising from this Agreement, venue shall be fixed in a court of competent jurisdiction in Makati City, Metro Manila for Solid Cement Corporation and Cebu City, Cebu for APO Cement Corporation.

I attest to the truthfulness of the contents of this form and confirm that I have read and understood the foregoing Terms and Conditions. I also warrant that all information provided herein are true, accurate, and correct.

BUYER: _____

SELLER: _____

Signature over Printed Name

Date

Signature over Printed Name

Date