

CONTROL NO. RXIII-2025-04

LUMBER SUPPLY CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between **Fernando Gardigo** of legal age, Filipino, Married and a resident of Brgy. Bagyang, San Miguel, Surigao del Sur, Philippines, hereinafter known and referred to as the **SUPPLIER**.

and

DBM Lumber Supply, a sole proprietorship with Business Permit No. 2024-1606818000-0865 issued by the Local Chief Executive, Betty F. Pimentel of the Municipality of Tago, Surigao del Sur by virtue of the laws of the Republic of the Philippines represented by the owner, **Dante M. Balo**, with postal address at Brgy. Sumo-sumo Tago, Surigao del Sur, Philippines herein referred to as the **BUYER**.

-WITNESSETH-

WHEREAS, the **SUPPLIER** is a private tree planter duly registered by the DENR with PTPR No. SDS-24-0422-3048 located at Brgy. Bagyang, San Miguel, Surigao del Sur issued by the Department of Environment and Natural Resources (DENR) on April 24, 2024 and has the capacity to supply as indicated below, to wit:

Inventoried Volume (cu.m.)		Previous Commitments (cu.m.)	Available Balance (cu.m.)
Falcata	319.27	None	319.27
Mangium	227.58	None	227.58
Durian	59.77	None	59.77
Santol	27.75	None	27.75
TOTAL	634.37		634.37

WHEREAS, the **BUYER** is an operator of Lumber Dealer with Certificate of Registration as Lumber Dealer No. LD-R13-SDS-15-09212023 duly issued by the DENR, R13, Ambago, Butuan City on September 21, 2023 and it was expired on September 21, 2024 and has not violated any pertinent DENR laws, rules and regulations.

WHEREAS, the **SUPPLIER** is willing to sell and supply chainsaw-cut lumber with total volume of **54,000.00 bd. ft.** : 12,000 board feet of Mangium ; 40,000 board feet of Falcata and 2,000 board feet of Durian (Fruit tree) as may be required or necessary for the Lumber Dealer business and the **BUYER** is willing to purchase from the supplier such available volume.

NOW, THEREFORE, for and in consideration of the premises mentioned hereinabove, the parties here agree to enter into this **LUMBER SUPPLY CONTRACT** where the supplier shall sell and deliver to the **BUYER** chainsaw-cut lumber from its approved PTPR under the following terms and conditions.

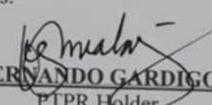
1. That the deliveries of chainsaw-cut lumber under this contract shall be covered by the necessary supporting documents from the DENR and other Government agencies certifying as to the legality of the source;
2. That the quality of chainsaw-cut lumber to be supplied shall be scaled by the **SUPPLIER** at the area for the determination of final grading as basis for the pricing and same shall be graded and rescaled by the **BUYER** upon delivery;
3. The **SUPPLIER** shall not be held liable and/or responsible for any omission and/or delay in the performance of its obligation under this contract caused by or arising from FORCE MAJEURE or ACTS OF GOD and other fortuitous events.

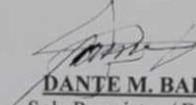


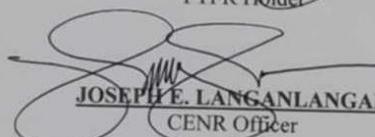
THAT both parties further agreed that:

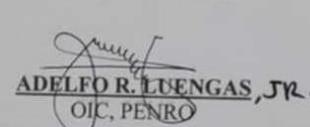
1. The approving officer shall be free from any liability, criminal and/or otherwise in the event of breach of contract between the two (2) contracting parties;
2. The DENR shall not be made a party of any breach arising from non-performance of the obligations stipulated in the contract by any of the contracting parties.
3. Any proven violations against pertinent DENR laws, rules and regulations committed by either of the contracting parties shall be sufficient cause for the cancellation of this contract.
4. This agreement shall be subject to other pertinent DENR laws, rules and regulations governing that matter.
5. The validity of this agreement shall be one (1) year effective immediately upon its approval by the DENR and automatically deemed earlier terminated when the volume contracted are exhausted, whichever comes first. It is being understood that either party may withdraw from it and declare it cancelled and of no effect within thirty (30) days written notice on the other party and that the DENR Region 13 shall also be notified.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this day of January, 2025 at DENR-CENRO, Lianga, Surigao del Sur, Mindanao, Philippines.


FERNANDO GARDIGO
 PIPR Holder


DANTE M. BALO
 Sole Proprietor / Buyer


JOSEPH E. LANGANLANGAN
 CENR Officer


ADELFO R. LUENGAS, JR.
 OIC, PENRO


MARITESS M. OCAMPO
 OIC, REGIONAL EXECUTIVE DIRECTOR



Republic of the Philippines)
 Province of _____ : S.S
 Municipality/City of _____)

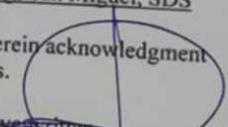
BEFORE ME, at the _____, Philippines this ____ day of
22 JAN 2025, 2025 personally appeared the following affiant both known to
 me that the same is their free and voluntary deed.

Name	CTC No.	Date Issued	Place Issued
1. Dante M. Balo	<u>10810352</u>	Nov. 27, 2024	Sumo-sumo, Tago, SDS
2. Fernando Gardigo	<u>21793477</u>	Nov. 14, 2024	Bagyang, San Miguel, SDS

This instrument consists of two (2) pages including this page wherein acknowledgment is written and has been signed by the parties and their instruments witness.

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

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 Page No. 33
 Book No. 6
 Series of 7028


PAUL JOHN M. LUENGAS
 Notary Public
 For Tandag City, Bayabas, San Miguel, Cagwait,
 Tago and Cortes, Surigao del Sur
 Until December 31, 2025
 San Agustin St., Tandag City
 8300 Surigao Del Sur
 IBP No. 332995 / 12-22-23 / Surigao del Sur
 PTR No. 0773574 / 01-01-24 / Surigao del Sur
 Roll of attorney No. 82896
 Serial No. SDS-53-2024

ADELFO R. LUENGAS, JR.