

# LUMBER SUPPLY CONTRACT (CHAINSAWN CUT)



**KNOW ALL MEN BY THESE PRESENTS:**

This contract is executed and entered into by and between **Certificate of Tree Plantation Ownership (CTPO)** of Mr. Juancho J. Mabale with plantation address at Purok 18-A, Barangay Tungao, Butuan City represented herein by its Authorized Representative, MS. ELISA A. PANCHO, hereinafter referred to as the **SUPPLIER**;

- and -

**CARAGA LUMBER DEALER ASSOCIATION (CALDAS)** a business entity duly organized and existing under the laws of the Republic of the Philippines with office address at Port Potohon, Butuan City represented herein by its President/ General Manager, MR. A. LAN P. LINUGAO, herein referred to as **BUYER**;

- WITNESSETH -

WHEREAS, the Lumber Supplier is the owner / holder of **Certificate of Tree Plantation Ownership (CTPO)** with permit no. CTPO NO. ADN-01-01-20-001 issued on January 3, 2020.

WHEREAS, the BUYER is a holder of Certificate of Registration as Lumber Dealer with Permit No. LD-R13-01-08122021-Assoc.(Renewal) to expire on August 10, 2021 with proposed/place of operation within the vicinity of Butuan City.

NOW THEREFORE, for and in consideration of the foregoing premises and of the covenants set out below, SUPPLIER and BUYER have agreed as follows:

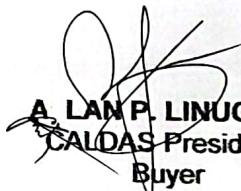
- 1.) That the SUPPLIER commits to supply and sell lumber (planted tree species only) with aggregate volume of 105,482.72 board feet of Plantation Species (Gmelina and Mahogany) to **CARAGA LUMBER DEALER ASSOCIATION (CALDAS)**. That the BUYER shall pay to the SUPPLIER the price as agreed upon both parties;
- 2.) That all the lumber derived by the SUPPLIER to the BUYER shall be subject to all applicable existing DENR Laws, rules and regulation and other stipulations in this Contract;

- 3.) That this LUMBER SUPPLY CONTRACT shall a duration until the allowable volume consume or as soon as the contracted volume of 105,482.72 board feet shall have been completely delivered, whichever comes first;
- 4.) That this Contract can be terminated earlier at the option of either party due to disagreement or force majeure circumstances provided a 30-days notice is served for such purpose; and
- 5.) That the DENR reserves the right to further readjust the validity of the contract depending on the result of technical evaluation thereof.

**IN WITNESS WHEREOF**, we hereunto affixed our signature to signify our conformity to this contract in the highest virtue of our dignity and to authenticate our fullest adherence to all the principle stated herein this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_  
Province of \_\_\_\_\_

- AGREED UPON -

  
**ELISA A. PANCHO**  
 CTPO Holder  
 Supplier

  
**ALAN P. LINUGAO**  
 CALDAS President  
 Buyer

Recommending approval:

  
**JOSEPH LED E. OCONER, RPF**  
 CENR Officer

  
**ACHILLES ANTHONY C. EBRON**  
 PENR Officer

APPROVED:

  
**NONITO M. TAMAYO, CESO III**  
 Regional Executive Director  
*Aug 09 2021*



SUBSCRIBED AND SWORN TO THIS 09 AUGUST 2021 BY ATTY. LEONIE H. ALEGADO  
 DOC. NO. 242 NOTARY PUBLIC  
 AGE NO. 46 ATTY'S ROLL 29333  
 BOOK NO. 44 BP NO. 05259512-0030  
 FRIES OF 2021 FIR NO. BC1870797112-184407  
 EXPIRES DEC. 31, 2021

Note: 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