

CARGO FORWARDER SUBSCRIPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

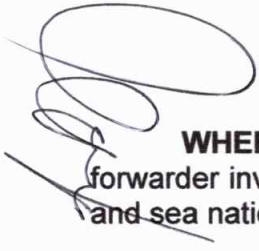
This Cargo Forwarding, entered into this 1st day of December 2023 by and between:

The **PUBLIC ATTORNEY'S OFFICE**, a government agency under the Department of Justice, existing under the laws of the Republic of the Philippines, with postal address at 5/F Department of Justice Agencies Building, NIA Road Cor. East Avenue, 1104 Diliman, Quezon City, Metro Manila, represented in this instance by its Deputy Chief Public Attorney and Authorized Representative, **ATTY. ANA LISA M. SORIANO**, hereinafter referred to as the "**FIRST PARTY**".

- and -

REDGOLD FORWARDER, INC. (REDGOLD), a private company duly registered under the laws of the Republic of the Philippines, with office address at No. 27 Morning Glory Street, VV Soliven Center, Cainta, Rizal, represented in this instance by its Executive Vice President, **ENGR. RODRIGO P. DE GUIA, JR.**, hereinafter referred to as the "**SECOND PARTY**".

WITNESSETH:



WHEREAS, the **SECOND PARTY** is duly licensed and authorized freight forwarder involved in the handling of inbound and outbound shipments both by land, air and sea nationwide;

WHEREAS, the service of a freight forwarding company is deemed necessary to transport supplies, materials and equipment from the warehouse in the main office to the regional and district offices of the **FIRST PARTY**;

WHEREAS, the **FIRST PARTY**, in its desire to obtain the most advantageous offer for forwarding services, conducted an open public bidding among freight forwarders under the terms and conditions set thereto.

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants and agreements, the parties hereto, do hereby agree to the following terms and conditions:

1. That the **SECOND PARTY** agreed to undertake for the **FIRST PARTY** the door-to-door freight forwarding of supplies/materials hereinafter called Goods from the central office of the **FIRST PARTY**, at the 4th and 5th Floor, DOJ Agencies Building, NIA Road cor. East Avenue, Diliman, Quezon City, Metro Manila to its final destinations at the regional and district offices of the **FIRST PARTY** from Regions 1 – 13, CAR and NCR hereinafter called CONSIGNEE;
2. The **SECOND PARTY**, upon receipt of the request for shipments or delivery from the **FIRST PARTY**, shall pick-up the Goods from the premises of the **FIRST PARTY** and proceed to deliver the same to the CONSIGNEE specified by the **FIRST PARTY**. Thereafter, the **SECOND PARTY** shall assume full responsibility for the care and custody of the Goods until its full delivery to the CONSIGNEE;

3. The **SECOND PARTY** shall not be liable for damages for the failure to deliver the Goods due to any fortuitous events like floods, drought, earthquake, epidemic or other cataclysmic phenomena of nature, invasion, rebellion, revolution, insurrection, civil war, riot and disorders, and other fortuitous events or force majeure; provided, that the **SECOND PARTY** has not incurred delay; provided further, that the **FIRST PARTY** shall be notified thereof within reasonable period of time;
4. The **SECOND PARTY** shall be responsible for the Goods until such time that they are accepted by the consignee. Losses and damages of the Goods including theft, fire and robbery after the receipt of the Goods by the **SECOND PARTY** prior to the final acceptance by the CONSIGNEE at the designated point of the delivery shall be borne by the **SECOND PARTY** except losses and damages of the Goods due to any fortuitous events such as those above-mentioned (Par. No. 3). After such final acceptance, responsibility in the safeguarding of the Goods shall be assumed by the CONSIGNEE;
5. In the event of damage to or loss of the Goods caused by the **SECOND PARTY** or due to causes stated in Par. No. 4 hereof, the amount of such damage or loss shall be deducted from the bill of the **SECOND PARTY**. If the bill is not sufficient to cover the amount of damage or loss, **SECOND PARTY** undertakes to pay the remaining amount thereof. Appraisal of the damage or loss shall be made by the CONSIGNEE with the concurrence of the Government Auditor in the region or province concerned;
6. That the **SECOND PARTY** undertakes to deliver the Goods within reasonable period of time after pick-up from the **FIRST PARTY**. It is understood that "reasonable period of time" means for Goods to be delivered in accordance with the time-frame indicated below:

A. LUZON

Regional (Key Cities):	Min. of 7 working days, Max. of 15 working days
Baguio	
Tuguegarao	
San Fernando, La Union	
San Fernando, Pampanga	
Legazpi, Albay	

B. VISAYAS

Regional (Key Cities):	Min. of 7 working days, Max. of 15 working days
Region VI - Iloilo	
Region VII - Cebu	
Region VII - Tacloban	
Bacolod	
Tagbilaran	
Dumaguete City	
Outside Regional Office and/or Key Cities with out-of-town delivery:	Min. of 20 working days, Max. of 30 workingdays

C. MINDANAO

Regional (Key Cities)	Min. of 10 days, Max. of 20 working days
Region IX - Zamboanga	
Region X - Cagayan de Oro	
Region XI - Davao City	
Region XII - Cotabato City	
Region XIII - Caraga, Butuan	

Outside Regional Office &/or
Key Cities with out-of-town delivery:

Min. of 20 working
days, Max. of 30
working days

7. The **SECOND PARTY** will be considered to have incurred delay when it failed to deliver the Goods based on the above mentioned periods and its failure to notify the **FIRST PARTY** of the delay in the delivery of the goods to the designated consignee;
8. In the event that there is a delay, the **SECOND PARTY** undertakes to make the necessary adjustment or reduction of bill in favor of the **FIRST PARTY** which shall be DEDUCTED from the bill of the **SECOND PARTY**. The penalty shall be based on the following schedule;

<u>NO. OF DAYS DELAYED</u>	<u>DISCOUNT RATE</u>
1 - 5 working days delay	0 % of the total cost of the bill
6 - 10 working days delay	0 % of the total cost of the bill
15 - 20 working days delay	0% of the total cost of the bill
25 - 30 working days delay	0 % of the total cost of the bill
More than 30 working days	1/10 of 1 % of the total cost of the bill

9. That for and in consideration of the services rendered by the **SECOND PARTY**, the **FIRST PARTY** shall pay the **SECOND PARTY**, as per rates indicated below:

(Based on the CHARGEABLE WEIGHT which is the ACTUAL WEIGHT or VOLUMETRIC WEIGHT, whichever is higher.)

A. OVERLAND SHIPMENT:
(LUZON)

Freight : Minimum of 20 kgs. per consignee
RATE : Php 2,850.00
In excess of the minimum, Rate is Php 30.00 per kg.

Valuation : Php 1.00 per Php100.00 of the declared value
Cartage : Free

B. BOAT SHIPMENT:

(LUZON/VISAYAS)
Key Cities

Freight : Minimum of 20 kgs. per consignee
RATE : Php 1,750.00
In excess of the minimum, Rate is Php 25.00 per kg.

Valuation : Php 1.00 per Php100.00 of the declared value
Cartage : Free

(MINDANAO)
Key Cities

Freight : Minimum of 20 kgs. per consignee
RATE : Php 1,950.00
In excess of the minimum, Rate is Php 30.00 per kg.

Valuation : Php 1.00 per Php100.00 of the declared value
Cartage : Free

PLUS OUT-OF-TOWN DELIVERY : (Outside key cities of Visayas and Mindanao)

Freight : Minimum of 20 kgs. per consignee
RATE : Php 2,650.00
In excess of the minimum, Rate is Php 30.00 per kg.

Valuation : Php 1.00 per Php100.00 of the declared value
Cartage : Free

PLUS ISLAND DELIVERY : (For Luzon, Visayas and Mindanao)

Freight : Minimum of 20 kgs. per consignee
RATE : Php 7,500.00
In excess of the minimum, Rate is Php 48.00 per kg.

Valuation : Php 1.00 per Php100.00 of the declared value
Cartage : Free

PACKAGING AND CRATING OF DELICATE CARGOES:

Rate is Php 1,800.00 per cubic meter
(if needed, case to case basis)

Note:

- Basis of weight is the CHARGEABLE WEIGHT which is the actual weight or volumetric weight, whichever is higher.
- Above rates are inclusive of Twelve Percent (12%) Value Added Tax (VAT)

10. This Contract is subject to the existing provisions of R.A. No. 9184, its Implementing Rules and Regulations, and its other related issuances. All required contract provisions therein are, therefore, hereby adopted and deemed incorporated in this Contract. If any provision in this Contract is inconsistent with R.A. No. 9184, its Implementing Rules and Regulations, and its other related issuances, the latter shall prevail;

11. This contract shall take effect immediately upon signing by both parties and shall expire on December 31, 2024.

IN WITNESS WHEREOF, the parties have herewith signed this Agreement in Quezon City, Metro Manila, this 1st day of December 2023.

PUBLIC ATTORNEY'S OFFICE

REDGOLD FORWARDER, INC.

BY:

BY:


ATTY. ANA LISA M. SORIANO
Deputy Chief Public Attorney


ENGR. RODRIGO P. DE GUIA, JR.
Executive Vice President

SIGNED IN THE PRESENCE OF:


MR. ANDRIAN H. MARASIGAN


MS. FILIPINA Y. ESPIRITU

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY, METRO MANILA)S.S.

BEFORE ME, in Quezon City, Metro Manila, personally appeared the following
with the Community Tax Certificates as indicated below:

ATTY. ANA LISA M. SORIANO

PAO I.D. No. 00047-2013
Issued at: Quezon City
Issued on: February 22, 2016

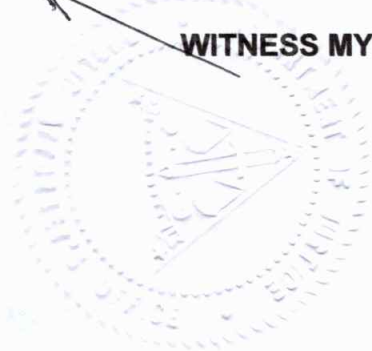
ENGR. RODRIGO P. DE GUIA, JR.


Driver's License No. N01-91-124572
Issued at: DLRO Eastwood
Issued on: September 27, 2023

all known to me and to me known to be the same persons who executed the foregoing
instrument and acknowledge to me that the same is their free voluntary act and deed.

This document consists of five (5) pages including this page herein on which the
acknowledgment is written and the parties herein, together with their material witnesses
have affixed their signatures on the left-hand margin of all the pages in this Contract.

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




ATTY. JAMOR O. TREMOR
PUBLIC ATTORNEY —
ROLL NO. - 61707
PURSUANT TO R.A. 9406