

COURIER SERVICE CONTRACT



RECEIVED
Date: MAR 24 2025
Time: By: [Signature]
REGIONAL OFFICE NO. VI

KNOW ALL MEN BY THESE PRESENTS:

This **SERVICE CONTRACT**, executed and entered into by and between:

OFFICE OF THE OMBUDSMAN (VISAYAS), a government agency created under RA 6770 existing under and by virtue of the laws of the Republic of the Philippine, with official address at DAR RO-7 Compound, M. Velez Street, Guadalupe, Cebu City, represented by **DANTE F. VARGAS**, Deputy Ombudsman for the Visayas, herein referred to as the **"CLIENT"**.

And

LBC EXPRESS INC., a corporation duly registered under the laws of the Philippines with principal office at LBC Express Inc., Brgy. Hinactacan, Lapaz, Iloilo City, represented by **LEAH B. JEREZA**, Account Manager-Bacolod and Iloilo, Corporate Sales Division, hereinafter referred to as the **"LBC"**.

WITNESSETH:

WHEREAS, the CLIENT needs the services of a qualified contractor who can provide and freight services for the transmittal of documents, office supplies, cargoes and equipment to the CLIENT'S customers or consignees;

WHEREAS, LBC who is a competent Freight Forwarder Service Contractor, with duly qualified, well-trained and experienced personnel, and equipped with necessary tools and equipment, has accepted the offer of the CLIENT;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and undertaking hereinafter provided, the parties hereto agree as follows:

ARTICLE I

SCOPE OF WORK

The CLIENT hereby appoints and names the LBC as its courier and cargo forwarder with the following duties: (1) To pick up all parcels, pouches and cargoes from the CLIENT'S (address) within five (5) days from date of advice, for delivery to the different consignees within and outside of **Panay**, (2) to take charge of the actual handling and /or forwarding of parcels, pouches and cargoes and, (3) to monitor the delivery and receipt of parcels, pouches and cargoes sent by the CLIENT, and submit necessary reports/ documents.

ARTICLE II

CONSIDERATION

The CLIENT shall pay LBC for its service actually rendered within 30 days from date of receipt of the billing statement. Statement of Account shall cover a period of one (1) month for transaction days 1-31.

ONLY JOY MANTON

LEAH B. JEREZA

GAUDIOSO J. MELENDEZ

DANTE F. VARGAS

LBC shall bill the CLIENT monthly and the payment will be paid directly to LBC'S LBP account/s (Land Bank of the Philippines) through the List of Due and Demandable Accounts Payables – Electronic Modified Disbursement System (LDDAP-eMDS).

ARTICLE III

DURATION OF THE CONTRACT

The service agreement is good for one (1) year and shall commence on APR 01 2025. LBC and the CLIENT however, agrees that:


Any of the parties shall have the right to cancel or terminate this Agreement for any reason whatsoever by giving a written notice to the other of not less than thirty (30) days prior to the intended effective date of termination.

This Agreement can be extended by mutual agreement on a month-to-month basis for a maximum period of six (6) months by the parties. The CLIENT shall notify the LBC at least fifteen (15) days prior to the expiration.

ARTICLE IV

MISCELLANEOUS PROVISION

1. LBC shall provide at its expense all necessary transportation equipment facilities and supplies with competent men in-charge thereof, and shall transport all document, pouches and cargoes promptly to the satisfaction of the CLIENT with loading and unloading expense thereof to the account of LBC;
2. LBC shall employ and direct all persons performing any service hereunto, who shall remain its sole employee, subject at all times to its administration, control and supervision. LBC hereby remains and assumes all duties and responsibilities of an independent contractor;
3. LBC agreed to indemnify the CLIENT against any loss, damage cost and expense incurred by the CLIENT or by any person or persons, firm, association or corporation, as it may be consistent with the terms of the bill of lading, air waybill or other document of similar import not later than on the day of receipt of the written complaint or a maximum of ten (10) days upon receipt of the shipment, resulting from among other things.
 - a. Loss or destruction of or damage to property of the CLIENT including the conversion thereof, caused by or resulting in any manner from any act, omission, negligence or fault of LBC or any of its agents, servants, or employee including loss or damage resulting from performing or failing to perform any of the services or duties contemplated herein;
 - b. Theft, embezzlement or defalcation on the part of LBC or any of its agents or employees. The liabilities of LBC for any loss, damage or destruction of the CLIENT'S cargo shall be limited only to the portion of the shipment actually lost, pilfered or damaged based on its actual declared value;
 - c. Liability of LBC shall be limited only to the loss/destruction or damage of the cargoes from the time cargoes are delivered to its personnel/employees; Unless caused by its own negligence or that of its employees or agents, LBC shall not be liable for difference in weight volume or quantity caused by shrinkage, leakage or evaporation;


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LEAH B. JEREZA


GAUDIOSO J. MELLENDEZ


DANTE F. VARGAS

- d. Except the damage is due to Force Majeure which parties cannot perform their obligation under this Agreement including but not limited to;
 - a. War and other hostilities, (whether war be declared or not), invasion, and act of foreign enemies;
 - b. Ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - c. Rebellion, revolution, insurrection, terrorism, and civil war, or;
 - d. A natural calamity or other acts of God.
4. LBC has the right to execute an investigation of the cause of the damage before the release of the CLIENT'S claim:
 - a. The CLIENT shall notify LBC in writing not later than 10 days from receipt of the shipment by the consignee about the incident or damage with attached copy of waybill and picture/s of the damage shipment and witness by LBC'S personnel upon delivery;
 - b. LBC shall immediately investigate and notify the CLIENT of the result of the investigation within 30 days from receipt thereof;
5. LBC'S liability shall be settled separately against outstanding bills collectible from the CLIENT if any, without prejudice to any and all other legal rights of the CLIENT may have against LBC to recover damages or otherwise obtain redress for such damage or loss;
6. The CLIENT shall not forward cargoes to LBC for shipment that is considered as prohibited by government laws, rules and regulations;
7. That the sole and exclusive venue of action in case of litigation arising out of or connected with this contract shall be at Iloilo City, Republic of the Philippines;

Cliff
Only not mentioned

Leah B. Jereza
 LEAH B. JEREZA

ARTICLE V

TERMINATION OF THE CONTRACT

1. That both parties may immediately terminate this Agreement upon notice if;
 - a. The other party enters into liquidation, suspension of payment, or enters into or attempt to enter into any arrangement with its creditors for the general re scheduling of its debt; appoints an administrative receiver over any or all of its assets or suffer any similar action in consequences of debt other than for the purpose of amalgamation or reconstruction;
 - b. The other party becomes subject to a petition for voluntary or involuntary insolvency or bankruptcy;
 - c. The other party suffer execution against a material or substantial portion of its properties in consequences of debt;
 - d. The other party is unable to pay its debts as they fall due;
 - e. The other party who passes a resolution shortening its corporate life or ceases to trade; or
 - f. The other party commits any material breach of the terms of this Agreement which cannot be remedied, or if capable of being remedied, fails to remedy the same within fifteen (15) business days from receipt of a written request to do so.
2. The CLIENT shall be liable to LBC for all the deliveries made up to the date of termination;

Gaudioso J. Melendez
 GAUDIOSO J. MELENDEZ

Dante A. Vargas
 DANTE A. VARGAS

- a. LBC shall be authorized to terminate the Agreement in case of non-payment of CLIENT within the thirty (30) days period.
- b. The termination of this Agreement shall not release any party from any obligation or cause of action that may have accrued, or liability incurred prior to termination.

ARTICLE VI

ALTERATION, NOVATION, OR AMENDMENT CLAUSE

This service Agreement shall not be altered, negated, or amended by any act of tolerance or verbal commitment by any of the parties or their agents. Any such alteration, negation or amendment shall be valid only if expressly made in writing and duly signed by the parties. The terms of the bill of lading, airway bill, or other document of similar import shall be considered as essentially integrated into this agreement as the case may be.


IN WITNESS WHEREOF, we have hereunto set our hands this _____.


DANTE F. VARGAS 3/3/25
Deputy Ombudsman for the Visayas


LEAH B. JEREZA
Account Manager-Bacolod and Iloilo

Signed in the presence of:


GAUDIOSO J. MELENDEZ
Assistant Ombudsman


DMM JOY MIRANDA

Acknowledgment follows

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of Cebu) S.S.


BEFORE ME, this, a Notary Public for and in the City of Cebu, Philippines, this
MAR 03 2025 personally appeared:

Name	Identification Card presented with ID No. / Community Tax Cert. (Date and Place Issued)
DANTE F. VARGAS	OMB ID NO. 220005

and who represented to me that (i) the foregoing Janitorial Service Agreement consisting of six (6) pages including the page where this Acknowledgement is written is integrally complete; and (ii) the signatures appearing in the foregoing were voluntarily affixed by the above-mentioned individuals for the purposes stated, and who all declared that they have all executed the foregoing as their free and voluntarily act and deed and the corporations/offices they represent.

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

Doc. No. 32 ;
Page No. 108 ;
Book No. 1 ;
Series of 2025



ATTY. CARL DENNIS B. ZAMORA
NOTARY PUBLIC
NOTARIAL COMMISSION NO. 062-22
VALID UNTIL DECEMBER 31, 2027
ROLL OF ATTORNEY NO. 83003
IBP NO. 99679
PTR NO. 730001
MCLE COMPLIANCE NO: Admitted 2022
Initial Compliance until April 14, 2025
For and in the City of Cebu



DANTE F. VARGAS
Deputy Ombudsman for the Visayas

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of Iloilo) S.S.


BEFORE ME, this, a Notary Public for and in the City of Bacolod, Philippines, this Feb. 17, 2025, personally appeared:

Name	Identification Card presented with ID No. / Community Tax Cert. (Date and Place Issued)
LEAH B. JEREZA	SSS - CRN: 0111-6430108-4

and who represented to me that (i) the foregoing Janitorial Service Agreement consisting of six (6) pages including the page where this Acknowledgement is written is integrally complete; and (ii) the signatures appearing in the foregoing were voluntarily affixed by the above-mentioned individuals for the purposes stated, and who all declared that they have all executed the foregoing as their free and voluntarily act and deed and the corporations/offices they represent.

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

Doc. No. 329
Page No. 67
Book No. 2
Series of 2025


ATTY. RONALD S. AMADOR
 NOTARY PUBLIC
 Commission No. 87 Until December 31, 2025
 Roll of Attorney No. 65364
 IBP Official Receipt No. 415596 / 01-10-2024 Pasig City
 PTR No. 7279622 / 01/11/2024 Iloilo City
 MCLE Compliance No. VI-0006323
 Valid Until April 14, 2025