



C.B BARANGAY ENTERPRISES

TOWING AND TRUCKING SERVICES INC.

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TERMS AND CONDITIONS: ANNEX A

1. In this Contract, the LESSEE makes the following representations and warranties, thus:
 - a) In case of corporations, that it is a corporation duly organized and existing under the laws of the Philippines to which it is organized;
 - b) He/It is able, duly licensed, and authorized to perform his/its obligations under the agreed stipulations, and that he/it shall maintain such ability, license and authority, if applicable, throughout the term of this Contract; and
 - c) His/lts employees, agents and/or representatives' performance and execution of the LESSEE's part in the Contract and the transactions contemplated herein have been duly and validly authorized by the LESSEE as constituting the performance of all necessary action on his/its part.
2. The instant rental contract for heavy equipment shall not be considered in any manner as a contract of carriage nor shall LESSOR be considered at any instance as a common carrier.
3. Duration of rental period shall start when the equipment arrives at LESSEE'S yards and ends when the equipment returns at the LESSOR'S yard. Likewise any damage caused to the equipment leased shall shouldered by the LESSEE.
4. **Total rental charges shall be paid in advance. Any operation exceeding the minimum will be charged accordingly at the applicable rate.**
5. Equipment shall not be allowed to lift more than its rated capacity. Otherwise, any damaged suffered by the equipment or the towed vehicle/equipment, shall be presumed to have been caused by said overloading and shall be for the account of the LESSEE.
6. The leased equipment and the Driver/Operator shall be under the full control and supervision of the LESSEE and without intervention from the LESSOR. Therefore, it is agreed that from the time the equipment is withdrawn from and until actual returned to the possession of the LESSOR injuries upon person and / or damages on properties shall be for the sole account of the LESSEE and to the exclusion of the LESSOR.
7. Assembly and dismantling of counterweight and accessories includes as operating time.
8. The LESSEE shall assist the assembling and dismantling of crane accessories, which shall be for the LESSEE's account.
9. **The LESSEE agrees to have a fully authorized agent on-site for the duration of the work being performed to sign off on all job ticket/s, Rental Contract/s or Equipment Rental Time Record. In the absence of such fully authorized agent, all job ticket/s, Rental Contract/s or Equipment Rental Time Records for work performed shall be considered APPROVED and/or SIGNED OFF by the LESSEE.**
10. Availability of equipment is subject for confirmation.
11. Unconsummated services due to LESSEE'S fault shall be charged 75% of the contract price.
12. **In the event of delay in the payment of rental fees, the total amount of the rental fee for the lease shall be due immediately, without need of demand. As such, a penalty in the amount of 25% per month shall be added to the total price of the lease, to be counted from the date of default by LESSEE, and in the case of any suit for collection of sum of money arising from non-payment or delay in payment of the rental fees, all the cost of suit shall likewise be charged to the LESSEE, including Attorney's fees corresponding to 15% of the total amount due, but in no case shall be less than FIFTY THOUSAND PESOS (Php50,000.00).**
13. By signing this agreement, LESSEE agrees and undertakes to abide and be bound by the terms and conditions of the rental contract, which is attached hereto and considered as an integral part hereof.
14. In the event of suit or controversy, the Courts of Manila shall be the sole jurisdiction and venue to the exclusion of all others.
15. The LESSEE certifies that the services contracted and/or rendered were completed and performed satisfactorily upon his/its approval and/or sign off of the job ticket, rental contract, or equipment rental time record.