

any willful, felonious, unlawful or any other neglectful act of its personnel so assigned under the contract.

**3.10 CONTRACTOR's Liability** – The CONTRACTOR shall assume full responsibility and agrees and binds itself to indemnify PPA for any loss, damage, destruction, and/or injury that may be incurred by the latter and/or its employees which are attributable to the negligence, fault, misconduct or unlawful act of the former and its personnel.

**3.11 No Employer-Employee Relationship** – It is expressly agreed and understood that there is no employer-employee relationship between the CONTRACTOR and/or its personnel and PPA, such that the CONTRACTOR's personnel assigned in PPA are not employees of the latter, it being understood that the position of the CONTRACTOR and anyone else performing the services is that of an independent contractor. Accordingly, PPA should not in any way be liable or responsible for any personal injury or damage including death sustained or caused by any of the personnel of the CONTRACTOR during the lawful performance of their duties.

#### **ARTICLE IV MISCELLANEOUS PROVISIONS**

**4.01** The failure of PPA to demand strict compliance with any of the terms, stipulations and covenants of this contract or any act of liberality on the part of the PPA, shall not be construed or considered as a waiver on the part of PPA for enforcement of this contract, nor shall it relieve the CONTRACTOR of any of its obligations as herein provided.

**4.02** It is expressly agreed and understood that in case of conflict between the contract and the provisions of the contract documents incorporated as forming part hereof, the former shall be controlling.

**4.03** The CONTRACTOR shall provide and do anything necessary to perform its obligations under this contract according to the true intent and meaning of all the contract documents taken together.

**4.04** All taxes, licenses, permits, fees or charges of whatever form, kind, or nature due or which may be due to the national or local government units and/or its instrumentalities/agencies on account of the performance and completion of the work stipulated herein, and all necessary and incidental expenses relative thereto, including the cost of notarization of this contract shall be borne and paid for by the CONTRACTOR on its own account. Should PPA be compelled to advance the same, PPA is hereby authorized to deduct the amount advanced from whatever amount due the CONTRACTOR from PPA.

**4.05** Should PPA be constrained to resort to court action to enforce or safeguard its rights and interests under this contract, the CONTRACTOR shall be liable to PPA for attorney's fees in an amount equivalent to twenty percent [20%] of the total sum claimed in the complaint, exclusive of other damages and expenses litigation. Venue of all court actions in connection with or arising out of this contract shall be laid exclusively in the proper court of the place where the CONTRACTOR's personnel are assigned.