

Office of the Executive Director

REPUBLIC OF LIBERIA
ENVIRONMENTAL PROTECTION AGENCY

P.O. Box 4024
4th Street Sinkor, Tubman Boulevard,
1000 Monrovia, 10 Liberia



CONTRACT FOR SUPPLY OF GOODS

between

THE ENVIRONMENTAL PROTECTION AGENCY (EPA)

and

SUPER PETROLEUM

NOVEMBER 2020

Environmental Protection Agency
4th Street Sinkor
Monrovia, Liberia

This agreement is dated 27 November 2020.

PARTIES

- (1) **The Environmental Protection Agency**, a statutory body established under the Act Creating the Environmental Protection Agency of Liberia whose registered office is at 4th Street, Sinkor, off Tubman Boulevard, Monrovia, Liberia and represented by its Executive Director/CEO, Prof. Wilson K. Tarpeh(EPA); and
- (2) **Super Petroleum**, a company incorporated in the Republic of Liberia whose registered address is at Capital By-Pass, Monrovia, Liberia and represented by its General Manager, A. Karim Kanneh (Supplier).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise).

1.1 Definitions:

Business Day: a day, other than a Saturday, Sunday or public holiday in Liberia.

Commencement Date: 27 November 2020.

Intellectual Property Rights: patents, copyright and related rights, moral rights, trademarks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Products: the petroleum products set out in the *Schedule* to this agreement.

Term: the term of the agreement, as determined in accordance with *Clause 8*.

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 The schedules to this agreement form part of and are incorporated into this agreement.



2. PURCHASE OF THE PRODUCTS

2.1 During the Term, the Supplier shall supply, and the EPA shall purchase, such quantities of Products as the EPA may order in accordance with the terms and conditions of this agreement.

2.2 The Products supplied to the EPA by the Supplier under this agreement shall:

(a) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the EPA;

(b) be free from defects in design, material and workmanship and remain so for 6 months after Delivery; and

(c) comply with all applicable statutory and regulatory requirements.

2.3 The Supplier shall ensure that the Products are properly packed and secured in such manner as to enable them to reach their destination in good condition.

2.4 The Supplier shall obtain and maintain in force for the Term all licences, permissions, authorisations, consents and permits needed to supply the Products in accordance with the terms of this agreement.

3. ORDERS

3.1 During the Term, the EPA shall give the Supplier its order for the Products as it requires.

3.2 The Supplier shall use its best endeavours to supply Products in accordance with the EPA's orders.

3.3 Each order shall:

(a) be given in writing or, if given orally, shall be confirmed in writing within five Business Days;

(b) specify the type and quantity of Products ordered; and

(c) unless the parties agree that the EPA may specify the date and location after placing the order, specify the delivery date by which the Products ordered are to be delivered, and the delivery location.

4. DELIVERY

4.1 The EPA shall collect Coupons from Supplier, by the date as specified in each order.

4.2 If an order is not delivered on the specified delivery date, then, without limiting any other right or remedy the EPA may have, the EPA may:

(a) refuse to take any subsequent attempted delivery of the order;

(b) terminate this agreement with immediate effect; and obtain substitute products from another supplier and recover from the Supplier any costs and expenses reasonably incurred by the EPA in obtaining such substitute products.

5. PRODUCT PRICES

5.1 The EPA shall purchase the Products for a price of **USDS 102,322.50** (One hundred and two thousand three hundred and twenty two and fifty cents United States Dollars) for the duration of the Term.



5.2 The Product prices are inclusive of amounts in respect of VAT.

5.3 The Product prices are inclusive of the costs of packaging, insurance and carriage of the Products.

5.4 The Customer shall be entitled to the Supplier's standard discount for prompt payment.

5.5 The parties may review and, where appropriate, agree changes to the Product prices and shall have regard to the following factors:

- (a) changes to the Supplier's costs of distributing the Products;
- (b) the volumes of Products ordered by, and supplied to, the EPA;
- (c) the price at which the Supplier supplies the Products to comparable customers; and
- (d) the prices at which comparable products are supplied by other suppliers in the open market.

6. TERMS OF PAYMENT

6.1 The Supplier shall be entitled to invoice the EPA for each order on or at any time before delivery,

6.2 The EPA shall pay before supply. Payment shall be made to the bank account nominated in writing by the Supplier, and coupon are collected at Super Petroleum Head Office.

6.3 Each party may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the other party against any amounts payable by it to the other party.

6.4 All payments payable to the Supplier or the EPA under this agreement shall become due immediately on its termination. This *Clause 6.4* is without prejudice to any right to claim for interest under the law or under this agreement.

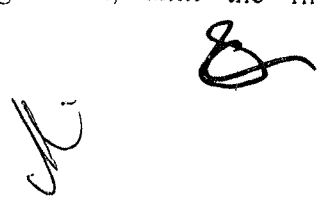
7. INDEMNITY

The Supplier shall indemnify the EPA against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the EPA arising out of or in connection with:

- (a) any claim made against the EPA for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Products;
- (b) any claim made against the EPA by a third party arising out of, or in connection with, the supply of the Products, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Supplier, its employees, agents or subcontractors; and
- (c) any claim made against the EPA by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Products, to the extent that the defect in the Products is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

8. COMMENCEMENT AND TERM

This agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with this agreement, until the first anniversary of the



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- (a) any claim made against the EPA for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Products;
- (b) any claim made against the EPA by a third party arising out of, or in connection with, the supply of the Products, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Supplier, its employees, agents or subcontractors; and
- (c) any claim made against the EPA by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Products, to the extent that the defect in the Products is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

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Commencement Date, when it shall terminate automatically without notice (Term).

9. TERMINATION

9.1 Without affecting any other right or remedy available to it, either party may terminate this agreement on giving not less than one month's written notice to the other party.

9.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

(a) the other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default not less than 45 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this agreement which breach is irremediable or and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;

(d) the other party ceases, or threatens to cease, to carry on all or substantially the whole of its business; and

(e) any Force Majeure Event prevents the other party from performing its obligations under this agreement for any continuous period of three months.

9.3 For the purposes of *Clause 9.2(b)*, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this agreement.

9.4 On termination of this agreement the following clauses shall survive and continue in full force and effect: *Clause 7* (Indemnity); *Clause 15* (Governing law); and *Clause 16* (Jurisdiction).

9.5 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

10. FORCE MAJEURE

10.1 Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

(a) acts of God, flood, drought, earthquake or other natural disaster;

(b) epidemic or pandemic;

(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(d) nuclear, chemical or biological contamination or sonic boom;

(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;



(f) collapse of buildings, fire, explosion or accident; and

(g) any labour or trade dispute, strikes, industrial action or lockouts.

10.2 Provided it has complied with Clause 10.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

10.3 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

10.4 The Affected Party shall:

(a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and

(b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

10.5 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 90 days, the party not affected by the Force Majeure Event may terminate this agreement by giving 30 days' written notice to the Affected Party.

11. NOTICES

11.1 Any notice [or other communication] given to a party under or in connection with this agreement shall be in writing and shall be:

(a) delivered by hand or by post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the address specified by the party.

11.2 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt;

(b) if sent by post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

(c) if sent by email at 9.00 am on the next Business Day after transmission.

11.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

12. ENTIRE AGREEMENT

12.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

12.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made



innocently or negligently) that is not set out in this agreement.

12.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

13. VARIATION

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which, when executed, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

15. GOVERNING LAW

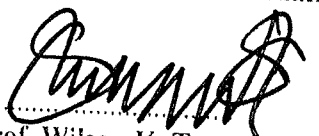
This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Liberia.

16. JURISDICTION

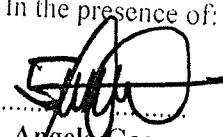
Each party irrevocably agrees that the courts of Liberia shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

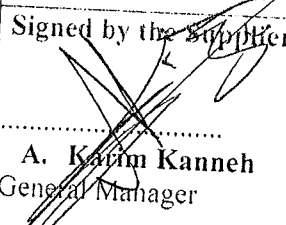
Signed by for and on behalf of the Environmental Protection Agency:


Prof. Wilson K. Tarpem
Executive Director/CEO

In the presence of:


D. Angelo George
Administrative Assistant/Chief of Staff to the Executive Director

Signed by the Supplier:


A. Karim Kanneh
General Manager

In the presence of:

Name: Rachels. Trench
Title: Marketing officer

