

VEHICLE PURCHASE CONTRACT FOR UAZ PATRIOT MAXIMUM 4 X 4 5 SEATED SUVS

This Vehicle Purchase and Service Contract is made and entered into this 26th Day of November, A.D. 2019 by and between the Judicial Branch of the Government of Liberia represented by Ch. Elizabeth J. Nelson, Court Administrator, Supreme Court of Liberia hereinafter referred to as the "Judiciary", and ALLIANCE MOTORS CORPORATION, a company duly organized and operating under the laws of Liberia engaged in the importation and sales of vehicles of all types represented by its Managing Director, Mr. George E. Haddad hereinafter referred to as the "Company". The Judiciary and the Company are hereinafter referred to collectively as the "Parties" and individually as the "Party".

WITNESSETH:

WHEREAS, the Judiciary Branch of Government has expressed the need for the purchase of seven (7) units unit of a UAZ PATRIOT UAZ PATRIOT MAXIMUM 4 X 4 5 SEATED SUVS, and has accordingly indicated its desire to enter into a Vehicle Purchase Contract with the COMPANY for the purchase of seven (7) units of the UAZ PATRIOT UAZ PATRIOT MAXIMUM 4 X 4 5 SEATED SUVS including services in accordance with the contract;

WHEREAS, the ALLIANCE MOTORS CORPORATION has represented its ability sufficiently to the Judiciary, and it has agreed to execute this Contract to supply the herein mentioned seven (7) units of the UAZ PATRIOT UAZ PATRIOT MAXIMUM 4 X 4 5 SEATED SUVS and accessories as specified in its offer No: BKK-09-19-2019 dated 23-09-2019;

WHEREAS, the Company has offered to sell the required seven (7) units of the UAZ PATRIOT UAZ PATRIOT MAXIMUM 4 X 4 5 SEATED SUVS at a fixed price based upon its cost proposal, which has been reviewed by the Department of Procurement of the Judiciary predicated on the terms and conditions as herein stipulated; and,

WHEREAS, following negotiations, the Judiciary and the Company have mutually consented to the agreed upon specific terms and conditions set forth herein.

NOW THEREFORE, the PARTIES hereto forth have agreed as follows:

ARTICLE I - THE AWARD

- 1.1 The Judiciary has agreed to award, and hereby awards this Vehicle purchase Contract to the Company, and the Company hereby accepts the award of the contract for complete and satisfactory execution of the purchase of seven (7) units of the UAZ PATRIOT UAZ PATRIOT MAXIMUM 4 X 4 5 SEATED SUVS with model code: UAZ 2163-485-03 in accordance with the price of the vehicle mutually accepted by the parties.

1.2 The Company hereby agrees to supply the seven (7) units unit of vehicle (UAZ PATRIOT UAZ PATRIOT MAXIMUM 4 X 4 5 SEATED SUVS) on timeline as described in the OFFER No. KKK-09-19-2019 dated September 23, 2019 as prepared by the Company and accepted by the Judiciary.

1.3 The period for the delivery of the vehicle under this contract shall be determined following a period of one hundred twenty (120) days as of the signing of this contract and receipt of payment.

ARTICLE II – COST & TERMS OF PAYMENT

2.1 The agreed price of the seven (7) units Vehicle UAZ PATRIOT UAZ PATRIOT MAXIMUM 4 X 4 5 SEATED SUVS is in the amount of two hundred thirty-five thousand forty-seven United States dollars and 47/100 cents (US\$235,047.47); this amount represents total payment for seven (7) units of vehicles (UAZ PATRIOT UAZ PATRIOT MAXIMUM 4 X 4 5 SEATED SUVS 4 X 4), at unit price "Duty Free" of US\$33,578.21 each.

2.2. It is mutually agreed by the parties that the Judiciary shall pay to the Company the amount of two hundred thirty-five thousand forty-seven United States dollars and 47/100 cents (US\$235,047.47); constituting the agreed prices of the seven (7) units unit of vehicle (UAZ PATRIOT UAZ PATRIOT MAXIMUM 4 X 4 5 SEATED SUVS 4 X 4) in three (3) installments stipulated below as follows:

- a) Initial payment in the amount of US\$50,000.00 at signing of Contract;
- b) Second payment in the amount of US\$50,000.00 at delivery of the seven units of vehicles; and,
- c) Third and final payment three months thereafter in the full amount of US\$135,047.47.

ARTICLE III – WARRANTY

3.1 The Company attests that all consumable and major spare parts for the vehicle as quoted in OFFER No. KKK-09-19-2019 dated September 23, 2019 are available in stock; and that parts which may be out of stock, can be made available via air freight within seven (7) working days from date of order.

3.2 The Company further grants to the Judiciary, the vehicle warranty as per manufacturer terms and conditions. UAZ PATRIOT MAXIMUM EXPEDITION- 4 X 4 warranty provides: the free-of-charge repair or replacement by the authorized dealer of any part that fails because of manufacturing defect within 2 years or after the vehicle has covered 50,000km, whichever comes first. (Manufacturer's terms and conditions apply).

ARTICLE IV – FORCE MAJEURE

4.1 In an event of force majeure and supervening impossibilities, which makes it difficult for the Company or the Judiciary to perform any of their respective obligations, the terms and conditions of this agreement/contract shall be automatically suspended and shall remain suspended until such time when the force majeure is removed. Immediately upon the removal of said force majeure, as shall reasonably be determined by both parties, the operation of this contract shall be automatically revived.

1.2 The Company hereby agrees to supply the seven (7) units unit of vehicle (UAZ PATRIOT UAZ PATRIOT MAXIMUM 4 X 4 5 SEATED SUVS) on timeline as described in the OFFER No. KKK-09-19-2019 dated September 23, 2019 as prepared by the Company and accepted by the Judiciary.

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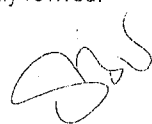
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- 4.2 For the purpose of this contract, force majeure is herein defined as natural disaster, acts of God, including but not limited to flood, storm, war, as well as civil commotion that hinder, delay or make impossible performance of this contract. Whatever time is lost because of force majeure, shall be added to the life of this agreement. In such event, the Company shall promptly inform the Judiciary through written communication with documentary evidence that the unforeseen circumstance(s) does exist.

ARTICLE V - THE ENTIRE AGREEMENT


- 5.1 There shall be a mandatory posting of a performance bond by the Company representing 100% of the contract value at the signing of this contract.
- 5.2 This contract constitutes all the promises and representations made by the parties to each other, and there are no oral or other written agreements or representation between the parties in respect of the subject matter covered in this Contract. Further, the benefits and obligations of this contract shall be binding upon the parties hereto, and shall extend to and include their successors, administrators, representatives, and assigns, as if they were specifically named herein.

IN WITNESS WHEREOF, the Parties have caused their authorized officials to set their hands and affixed their signatures on the day and date first above written.

IN THE PRESENCE OF:

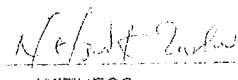
FOR THE COMPANY:

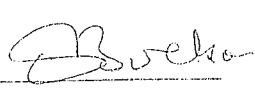

WITNESS


Mr. George E. Haddad

MANAGING DIRECTOR
ALLIANCE MOTORS CORPORATION

FOR THE JUDICIARY:


WITNESS


Cllr. Elizabeth J. Nelson
COURT ADMINISTRATOR
Supreme Court of Liberia
Temple of Justice

TWENTY-FIVE (\$25.00) UNITED STATES DOLLARS REVENUE STAMP AFFIXED TO ORIGINAL.