

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT IS MADE and entered into this 8th day of August, 2022, by and between the Liberia Immigration Service (LIS), represented by its Commissioner-General, **Honorable Robert W. Buddy, Sr.** of the City of Monrovia, Montserrado County, Republic of Liberia, (hereinafter known and referred to as "**BUYER**"), and Cape Automotive Solutions, Inc., represented by its General Manager/CEO, **Robert C. Tubman, Jr.**, also of the City of Monrovia, County and Republic aforesaid, (hereinafter known and referred to as "**Supplier/Buyer**"); hereby,

WITNESSETH:

WHEREAS, The Liberia Immigration Service is statutorily mandated and delegated to enforce the Alien and Nationality Law of Liberia, and in fulfillment of its primary duty, it guards and protects the borders of the Republic of Liberia against the illegal entry of aliens, besides performing other security duties as prominent Member of the National Security Council;

WHEREAS, as the Liberia Immigration Service currently lacks the necessary mobility to carry out regular patrols along the borders, the Government of Liberia has, through a budgetary appropriation, provided the sum of **One Hundred Eighty-six Thousand Five Hundred Fifty United States Dollars (US\$186,550.00)** for the purchase of **three (3) 4-wheel Drive Jeeps (SUV) and one PRADO**, for the use of the **Commissioner-General and his three (3) Deputy Commissioners-General for Administration, Operations and Naturalization**, respectively;

WHEREAS, in accordance with public policy, procedure and the PCC Act, the Liberia Immigration Service put-up a bid for the purchase of said vehicles, and the Bid was won by **Supplier/Seller**; and that in consideration of the outcome of said Bid, the Liberia Immigration Service has retained, engaged and hired the services of **Supplier/Seller** to supply the vehicles, being the winner of the Bid conducted, the payment of which shall be made through a voucher system at the Ministry of Finance and Development Planning;

WHEREAS, the **Supplier/Seller**, a corporation duly registered and doing business under the laws of Liberia, has accepted the contract, as awarded, and has agreed and consented to supply and deliver said vehicles to "**Buyer**", as per the terms and conditions stipulated herein; and

NOW, THEREFORE, and in consideration of the terms and conditions, as stipulated in this Agreement, the Parties hereto agreed as follows:

ARTICLE I: OBLIGATIONS OF PARTIES

That for and in consideration of the supply and delivery of said vehicles to the Liberia Immigration Service (LIS), as stipulated, the Liberia Immigration Service shall pay unto Supplier/Seller the full and just sum of US\$186,550.00 (One Hundred Eighty-six Thousand Five Hundred Fifty U.S. Dollars), as being the value of the vehicles aforesaid, through a voucher system processed at the Ministry of Finance and Development Planning or by means of checks or cash or any financial instrument issued by the Ministry of Finance and Development Planning, following the supply and delivery that the of said vehicles to "Buyer".

It is covenant and agreed by the Parties hereto that prior to the delivery of the vehicles, LIS' representative shall carefully and thoroughly inspect and examine the vehicles, aimed at ensuring that the vehicles to be supplied, are the described and specified vehicles, as stipulated herein.

It further mutually agrees and covenants that none of the Parties hereto shall alter, change or modify any provisions or changes in this Agreement, without the prior knowledge and consent of the other Party.

ARTICLE II: ALTERATION

It is also covenant that none of the Parties hereto shall alter, change or modify any provision or changes in this Contract, without the prior knowledge and consent of the other Party.

ARTICLE V: RIGHTS OF TERMINATION:

It is further agreed by the parties hereto, that either party shall have the right to terminate this contract for non-performance or acts contrary to the terms and conditions stipulated herein; and that the party desiring to terminate, shall serve one month notice on the other party to make good its promise. That the continuous failure to perform its side of the contract, after the one month period has elapsed and/or expired, shall be considered a breach, and the desiring party shall immediately terminate the contract and the other party on which the one month notice has been served, shall pay all expenses and/or costs incurred by the aggrieved party, as a result of failure of the other party to perform.

ARTICLE VII: FORCE MAJEURE

The parties hereto further agreed and understand that none of the parties shall be liable for defaults and losses caused by acts of God, war, civil commotions, riots or natural disasters. Within 30 days after the occurrence of an event of the force major, the parties shall meet not later than 5 days from the date of notice, for the purpose of reviewing the prevailing state of affairs, and addressing the following:

1. Assess the effect of the state of force majeure upon the parties' ability to meet obligations under the terms of agreement;
2. Agree on the manner of carrying out the purpose and intent of agreement, in light of the prevailing force majeure.

ARTICLE VIII: NOTICES/COMMUNICATIONS:

All notices, requests or other communications requested by, provided of, or relative to the agreement, shall be served in writing as follows, to wit:

1. Notice to LIS shall be addressed to:
The Commissioner-General
Liberia Immigration Service
Monrovia Liberia
2. Notice to SUPPLIER shall be addressed to:

The General Manager
CAPE AUTOMATIVE SOLUTION
Monrovia, Liberia

ARTICLE IX: PRIVY

This Agreement shall be binding on the parties and extended to their legal representative and successor-in-office, as if they were specifically named in this Agreement.

ARTICLE X: EFFECTIVE DATE:

This Agreement becomes operational and effective, upon signing on the date first written above, and shall remain in full force, until terminated, as stipulated herein.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and
affixed their signatures on the date, month and year first written above.

IN THE PRESENCE OF: _____ FOR THE LIBERIA IMMIGRATION SERVICE (LIS):

Joshiah S. M. Gbussell

Robert W. Rudy, Sr.

COMMISSIONER-GENERAL OF IMMIGRATION, R.L.

Robert C. Tubman, Jr.
GENERAL MANAGER/CEO