

THIS Framework Contract Agreement is made this 1st day of July, 2021

BETWEEN

The Liberia National Fire Service (hereinafter called "the purchaser") represented by its Director Hon. Alex K. Dickson and Super Petroleum Company, an entity operating under the Laws of the Republic of Liberia and having its principal place of business location Remco Building, Capital Bye - Pass, represented by its General Manager Mr. Karim A. Kanneh (hereinafter called "the Supplier").

The Liberia National Fire Service intends to apply a portion of its budgetary allocation to the Procurement of Petroleum Products.

TERMS AND CONDITIONS

This Framework Agreement is based on pre-agreed unit price of Diesel (US\$3.80) and the unit price for Gasoline (US\$3.70), for the supply and delivery of Petroleum Products.

It is expected that Petroleum Products for the aforementioned pre-agreed unit prices for both Gasoline and Diesel will be procured within the contract period. These are goods that will be required from time to time by the same agency.

As and when these items are supplied to the purchaser, the supplier will present for payment, invoices and delivery notes to the Liberia National Fire Service.

The duration of the contract is from the date of signing up to December 31, 2021. The unit price shall be adjusted based on the advice of the Ministry of Commerce and Industry in respect to the recommended retail price of Petroleum Products. The supplier shall inform the buyer in writing each time there is a change in price, enclosing a copy of the new circular issued by the authorities of the Liberia Government.

DELIVERY TERMS

The specific procurement is made throughout the term of the Agreement as follows:

1. Delivery shall be made to the purchaser upon payment of payment voucher by the Ministry of Finance and Development Planning (MFDP) and receipt of a copy by the supplier.

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Framework Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract referred to.
2. The following document shall constitute the contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the contract:

- This Framework Agreement
- Technical Specifications
- Schedule(s) of Delivery
- List and Locations for delivery
- The Supplier's submitted quotation
- Documents evidencing delivery

3. This Contract shall prevail over other contract documents. In the event of any discrepancy or inconsistency within the contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the Purchaser to the supplier as hereinafter mentioned,
The Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects there in conformity and in all respects with the provisions of the contract.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and the Service and the remedying of defects therein, the Contract Price or such other sum as may become payment under the provision of the contract at the times in the manner prescribed by the contract.

6. The Purchaser shall make payment in advance to the supplier, prior to delivery and acceptance of the Goods as well as submission of delivery notes and invoices.

7. Technical Specification

The Supplier shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract.

8. Dispute Resolution

In the event of dispute arising out of or in relation to the terms of this contract, the parties shall meet and endeavor to settle the dispute in an amicable manner through mutual consultation. If such persons are unable to resolve the dispute in a satisfactory manner within thirty (30) business days, either party may seek binding arbitration. Upon receipt of written notice by either party calling for arbitration with respect to any dispute arising out of or in relation to the terms of this agreement, the matter shall be submitted to binding arbitration under the arbitration rules of the Republic of Liberia.

Any decision of the arbitration shall be final and binding on the parties and may be entered into enforced in any court of competent jurisdiction by either party.

Ministry of Finance & Development Planning (MFDP) and a flag receipt obtained which shall be given to the supplier.

10. Force Majeure

A party not be liable for any failure of or delay in the performance of this Contract for the period that such failure or delay is due to an event of Force Majeure. The term "force majeure" as used in this contract shall mean acts of God, war, nationwide strikes or labor disputes, embargoes, blockades, revolutions, riots, civil commotions, fires, explosions, earthquakes, or any other natural disasters, or public health emergencies, provided any such cause was no within the reasonable control of the party claiming the benefit of Force Majeure and could not have been avoided or overcome by such party through the exercise of due diligence. In the event of force majeure, the contract shall be suspended for the duration of the force majeure.

11. Governing Law

It is mutually agreed and understood by the parties hereto that the law governing this contract shall be the Laws of the Republic of Liberia.

12. Equity Clause

Should it arise that during the term of the Contract covering the supply of Fuels to the buyer that the general economic situation deteriorates significantly, or should it arises that the economic conditions on the basis of which the supplier's sale prices are calculated, are affected such that the supplier operation's profitability is no longer ensured and notably due to unanticipated increases in charges by LPRC, Government of Liberia, and significantly increase in the costs of raw materials and sea transportation, the supplier shall convey the fact to the Buyer in writing and thereafter the buyer and the supplier will meet in order to discuss the effects of price change.

Any failure in contract concerning the new prices, the supplier shall be entitled to terminate the supply agreement on the ground of the buyer's refusal to accept the price revision. Should it arise that the buyer fails to raise any objection to the new proposed prices within a time period of one (1) week as of the date upon which notice was issued, the buyer shall be construed as having accepted the new prices. However, changes in price at any given time during the life span of the contract, shall not exceed the Government of Liberia's approved price circular.

13. Binding Effects


The terms and conditions stated above constitute a contract between the parties stated in the preamble. Hence, no statement, promises and

In witness thereof, the parties hereto have caused the Contract to be executed in accordance with the laws of the Republic of Liberia on the day, month and year written above.

In the presence

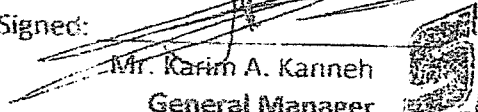
For and on behalf of the Purchaser


WITNESS

Signed: 
Hon. Alex K. Dickson
DIRECTOR
Liberia National Fire Service


WITNESS

For and on behalf of the Supplier

Signed: 
Mr. Karim A. Kanneh
General Manager
Super petroleum Company