

REPUBLIC OF LIBERIA)
MONTSEERRADO COUNTY)

ELEVATOR MAINTENANCE CONTRACT

THIS CONTRACT is made and entered into this 1st day of July A.D. 2021 by and between the Ministry of State for Presidential Affairs, represented by and thru its Deputy Minister of State for Presidential Affairs, Hon. Wesseh G. Blamoh (referred to as the "**CLIENT**"), and Mr. Wu Changchum, Chinese citizen residing in Liberia, (referred to as the "**CONTRACTOR**"), the Client and the Contractor are herein collectively referred to as the **PARTIES**; hereby

WITNESSETH:

WHEREAS, the Client has embarked upon recruiting a professional person for the purpose of providing maintenance services for two elevators located in the Ministry of Foreign Affairs building, Monrovia, Liberia;

WHEREAS, in pursuit of the objective of ensuring that the Client elevators are provided regular maintenance and service, and kept in proper working conditions, the Client has offered to engage the services of the Contractor;

WHEREAS, the Contractor has represented that he possesses the professional competence and capacity to provide the services desired by the Client and has accepted the Client's engagement to enter into a binding contractual relationship;

NOW, THEREFORE, for and in consideration of the promises exchanged, and the mutual covenants herein contained, the Parties agree as follows to wit:

ARTICLE I: REPRESENTATION AND WARRANTIES OF THE PARTIES

- 1.1 The Contractor hereby represents and warrants that it has the expertise needed to repair and provide maintenance services to the Client's elevator, and to train some employees of the Client to serve as maintenance persons at the expiration of this contract;
- 1.2 The Contractor agrees to make himself available for emergencies related to the elevator on a twenty four (24) hours basis or in his absence, to arrange a competent substitute for such circumstances;
- 1.3 The Client represents and warrants that it has the capacity to make payment as contained in the agreement to the Contractor;
- 1.4 The Client shall be responsible to provide transportation for the Contractor during evening hours whenever there is an emergency call to repair the elevator;
- 1.5 The Parties warrant that in the event spare parts needed for the repair of the elevator are not available in Liberia, the damaged parts to be repaired shall be sent to China by the Contractor at the agreed expense of the Client, and in the event the damaged parts cannot be repaired, those parts shall be replaced at the expense of the Client upon authentication of durability and price;
- 1.6 The Parties further agree that the Contractor is required to maintain the elevator once in every two weeks precisely, such maintenance schedule shall be strictly adhered to, as a skip in schedule might be unacceptable by the Client.

ARTICLE II: DURATION

This contract shall be valid for the period of six (6) months certain, commencing on the 1st day of July 2021 and ending on the 31st day of December 2021.

ARTICLE III: CONTRACT AMOUNT AND PAYMENT TERM

In consideration of the services to be rendered to the Client by the Contractor, the Client shall pay the Contractor a service fee of **One Thousand One Hundred Twenty Five United States dollars (US\$1,125.00)** per month in arrears for each period worked.

ARTICLE IV: TERMINATION

- 4.1 It is hereby understood and mutually agreed by the Parties that the Client may terminate this contract upon a thirty (30)-day advance written notice of termination given to the Contractor prior to the date of expiration for any of the following reasons:
- (a) Lack of capability on the part of the Contractor to perform the services herein.
 - (b) Persistent disregard by the Contractor of his contractual obligation or instructions from the Client
 - (c) Violation of any law or regulation governing the Contractor's professional conduct
- 4.2 This Contract may also be terminated if at any time the services for which the Contractor is hired are no longer financially justifiable to the Client.

ARTICLE V: MISCELLANEOUS

- 5.1 No failure or delay on the part of the Client to exercise any right, power, or privilege, shall operate as a waiver of such right, power or privilege;
- 5.2 No responsibility under this contract shall be assigned to any third-party without the Client consent.
- 5.3 The contract is binding on the Parties hereto, their successors-in-office and/or legal representative(s) as if they were specifically named and signed this contract.
- 5.4 This contract represents the entire Agreement between the Parties and supersedes, cancels, revokes and terminates any previous agreement on the same subject matter ever executed between them.

ARTICLE VI: ENTRY INTO FORCE

This contract shall stand in full force and take effect as per the effective date stated herein.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND AFFIXED THEIR SIGNATURES ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

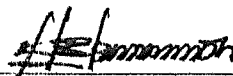
IN THE PRESENCE OF:

FOR THE CONTRACTOR



Mr. Wu Changchun
Contractor

FOR THE CLIENT



Honourable Wessah G. Blamoh
Deputy Minister of State for Presidential
Affairs