

The contract for the Supply of Vehicles Spare Parts

This Contract is hereby made and entered into this 10 day of July, A.D. 2022, by and between the Ministry of Education represented by its Minister Prof. D. Ansu Sonii, Sr., hereinafter known and referred to as the Purchaser and Thunder Bird Co. represented by its General Manager Mr. Jaa Aayoub from now on known and referred to as the Supplier. The parties' mutuality agrees as follow to wit:

Witnessed:

Whereas, the Purchaser desires to apportion funds towards the cost of procuring of Vehicles Spare Parts under the Contract.

Whereas, Supplier, through the bidding system, identified as a suitable firm with the requisite bid documents (Bids know-how and experience, as per bid requirement to deliver, upon request or immediately the needed vehicles spare parts as indicated in the bid documents (Bids), which shall form a cogent part of this Agreement.

Whereas, the Supplier, a Liberian Corporation, registered under the Liberian Corporation Laws and having its registered office at Center Street, Monrovia, Liberia, participated in the bidding process by submitting BIDS, inclusive of proforma invoice; and

Whereas, following a careful and thorough analysis of all bids submitted for the supply of VEHICLES SPARE PARTS, the Supplier was selected as the most suitable entity to supply the needed VEHICLES SPARE PARTS contemplated by Purchaser; and

Whereas, the Purchaser is willing to enter into the Agreement with the Supplier in reliance of the Supplier's undertaking to deliver the requisite VEHICLES SPARE PARTS upon request in accordance with this Agreement and the BIDS submitted by the Supplier and

NOW, therefore, in consideration of the premises, and the mutual obligations undertaken herein, the Purchaser and the Supplier, intending to be legally bound, hereby agree as follows:

OBLIGATION OF SUPPLIER

1. The Supplier shall deliver vehicles spare parts as stipulated in Bid document above mentioned and the Purchase Order prepared by Purchaser upon the Purchaser's request in a timely manner Supplier shall be responsible to deliver the vehicle spare part to the Ministry of Education warehouse.
2. The Supplier shall complete the delivery of the required vehicles spare parts requested by the Purchaser within the full term of the contract which is for the annual budget year.
3. In the case of price discrepancy, both parties shall refer to the original bid document price list which shall serve as the accepted price considered for purchase and supply. (Original bid document attached)
4. Notwithstanding cost - The Supplier has guaranteed to supply on a monthly basis or otherwise all vehicles spare parts upon Purchaser's request in a most timely manner and or that the timely Purchaser need the supply.

COST OF PROJECT/PAYMENT TERMS

The parties agree on the unit price of the vehicles spare parts base on the attached Bill of Quantity (BOQ) for = 1 and 2 as attached.

Totals	\$14,274.00	\$18,356.00	\$17,481.00
Toyota Prado Fortuner Spare Parts	Toyota Hilux Spare Parts	Nissan Civilian Spare Parts	Toyota Land Cruiser

OBLIGATION OF PURCHASER

6. That the Purchaser shall make or cause to make prompt payment to the Supplier upon delivery of vehicle spare parts requested as stipulated herein.

7. That the Purchaser shall have the exclusive right to purchase **Vehicles Spare Parts** from another Supplier in the instance the **Supplier** fails to deliver to the **Purchaser** upon request in a timely manner, or where persistent breaches of this Agreement are not remedied **Supplier**.

8. Upon the signing of this agreement purchaser shall pay **SUPPLIER** the **Vehicles Spare Parts** delivered hereunder a consideration based on the value of the contract and supported by a valid and audited purchase invoice and or delivery notes accompanied by a purchase order approved by the Ministry of Finance and Development Planning; and not to exceed the total contract value.

9. Purchaser covenants and warrants paying or causing to be paid the invoice number of Vehicle Spare Parts supplied by the seller within thirty (30) days from the date of invoice. There shall be no overlap supply of vehicles spare parts until purchaser clears its account of overdue invoice

QUALITY

Supplier warrants that it shall deliver its **Vehicles Spare Parts** for receipts by purchaser in a state and condition that is of merchantable quality, free of dust, and liquids.

DURATION AND CONTINUANCE OF THE AGREEMENT

10. Save for clause "2", the life span of this Agreement shall be for the half annual year commencing from July, A. D. 2022 up to the last day of December A. D. 2022 provided **Purchaser** serves notice of intent to cancel this Agreement as provided for in count 15 below. The Parties desire this Contract to be self-executing contract unless there is a clear breach of a provision herein which has not been duly cured by the breaching Party after notice.

DEFAULT AND TERMINATION

11. The following shall constitute Events of Default on the part of the **Supplier**:

a) Save in the case of force majeure as defined hereunder in this Agreement, the repeated and persistent failure or refusal by the **Supplier** to timely perform any material obligation under this Agreement; provided that **Purchaser** shall be given thirty (30) days prior written notice to the **Supplier** specifying that a material default or defaults exist which will, unless corrected, constitute a material breach of this Agreement on the part of the **Supplier** unless such default is corrected within reasonable period of time;

b) The occurrence of one more of the following events: The **Supplier** being or becoming insolvent, bankrupt or ceasing to pay its debts as they mature.

12. The following shall constitute events of Default by the **Purchaser**:

a) Save in the case of force majeure as defined hereunder in this Agreement the repeated and persistent failure or refusal by **Purchaser** to timely perform any material obligation under the Agreement, provided the **Supplier** shall give thirty (30) days' prior written notice to the **Purchaser** specifying that a material default or defaults exist which will, unless corrected constitute a material breach of this Agreement on the part of the **Purchaser** unless such default is corrected within reasonable period of time;

b) Refusal or failure of the **Purchaser** to pay amounts owed to the **Supplier** herein for thirty (30) days following written notice such amounts are due.

13. Termination of Agreement following an Event of Default:

a) If an Event of Default has occurred, the non-defaulting party shall have the option to terminate this Agreement upon ten (10) days prior written notice from non-defaulting party to the defaulting party.

b) If this Agreement is terminated pursuant to this section, the amount of damages, if any which the defaulting party may owe to the non-defaulting party shall be determined by arbitrary persistent to clause "16" hereunder.

Neither party shall be in default on account of, and neither party shall assume any liability responsibility for consequences arising out of the interruptions of its performance under Agreement by epidemics, fire,

flood, unusually severe weather or any extraordinary and disturbances, acts of nature or of the public enemy, act of the Liberian Government or another foreign Government in its sovereign capacity, civil commotion, riot, acts of terrorism, insurrection or hostilities (whether or not declared war), condition may adversely affect the safety of either party's personnel and / or equipment, restriction due to quarantines, blockades, embargoes, severe and unforeseen market shortage, or any cause beyond the reasonable control of such party, that arise without the fault or negligence of such party, and that result in delay of performance hereunder. Any such delay resulting from such events shall be deemed excusable. The party whose performance will be delayed by such events will use its best efforts to notify the other within three (3) days after occurrence of such an event, and the cessation thereof.

The parties agree that if there should be any disputes arising out of the provisions of this Agreement and not resolved by the parties themselves same shall be submitted to a competent court of law or to an arbitration panel, and any court having jurisdiction in any such matter.

The agreement may not be assigned by either party without the prior written notice to the other party. The agreement shall have the right to assign this Agreement to any of its subsidiaries or affiliates.

The Agreement and its conditions, terms and regulations contained herein shall be not subject to the applicable laws of the Republic of Liberia and the applicable laws and regulations contained herein shall be not subject to any other laws or regulations in any form having effect in the premises.

8. Notice: All provided for herein shall be in writing and shall be deemed to be delivered to Supplier when addressed to Seller at:

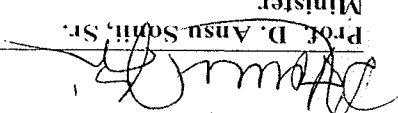
THUNDER BIRD CORP
Randal Street
Monrovia, Liberia

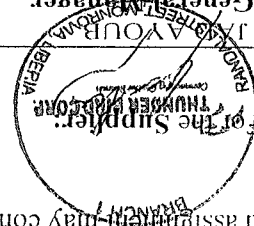
And shall be deemed to be delivered to Purchaser when addressed to:

Ministry of Education
Ministerial Complex
Monrovia

All notices shall be delivered by mail, postage prepaid, or by such courier that can evident delivery, and to such other single name and address as either party may give to the other party.

19. This Agreement shall be binding upon and inure to the benefit of the parties permitted, the successors and assigns hereto pursuant to this section. Any attempted assignment may contrary to this Section shall be void.

For the Purchaser:

Prof. D. Ansu Sonni, Sr.
Minister
Ministry of Education

For the Supplier:

J. A. YOUR
General Manager
THUNDER BIRD CORP.

Witness: _____ AS TO MOE

Witness: _____ AS TO SUPPLIER