

Description of Item	Qty	Unit	Unit Price	Total Price	Delivery Schedule
Off road motorbike with helmet (Honda)	10	Pcs	2,700.00	27,000.00	2-3 weeks upon signing of the contract

22. Upon the full delivery of the supply with a delivery note signed by the purchaser designated representative, the purchaser shall pay the SERVICE PROVIDER through its funding sources the total amount stipulated in the supplier's quote and not to exceed the total value of the contract.
23. Purchaser covenants and warrants paying or causing to be paid the invoice number of Motorbikes offered by the SERVICE PROVIDER within Fifteen (15) days from the date of invoice.

QUALITY

24. **Service Provider** warrants that it shall deliver its **Motorbike (Honda)** for receipts by Purchaser in a state and condition that is acceptable by the standards of such services compared nationally.

DURATION AND CONTINUANCE OF THE AGREEMENT

25. Save for clause "2", the life span of this Agreement shall be for the delivery period commencing from **22nd date of February A. D. 2021** up to and including the **last day of the 2-3weeks** provided the **Purchaser** serves notice of intent to cancel this Agreement as provided for in count 15 below. The Parties desire this Contract to be a 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

26. The following shall constitute Events of Default on the part of the **Service Provider**:

- c) Save in the case of force majeure as defined hereunder in this Agreement, the repeated and persistent failure or refusal by the **Service Provider** to timely perform any material obligation under this Agreement; **provided** that **Purchaser** shall be given ten (10) days prior written notice to the **Service Provider** specifying that a material default or defaults exist which will unless corrected, constitute a material breach of this Agreement on the part of the **Service Provider** unless such default is corrected within a reasonable period;
- d) The occurrence of one more of the following events: The **Service Provider** being or becoming insolvent, bankrupt, or ceasing to pay its debts as they mature.

27. The following shall constitute events of default by the **Purchaser**:

- b) 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 **Service Provider** shall give ten (10) days' prior written notice to the **Purchaser** specifying that a material default or defaults exists which will, unless corrected constitute a material breach of this Agreement on the part of the **Purchaser** unless such default is corrected within a reasonable period.

28. Termination of Agreement following an Event of Default:

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

29. 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 the 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 the occurrence of such an event, and the cessation thereof.

30. The parties agree that if there should be any disputes arising out of the provisions of this Agreement which cannot be resolved by the parties themselves same shall be submitted to a competent court of jurisdiction in Liberia or any court having jurisdiction in any such matter.
31. This Agreement may not be assigned by either party without the prior written notice to the other party, except the **Service Provider** shall have the right to assign this Agreement to any of its subsidiaries or affiliates.

MISCELLANEOUS

32. Regulatory: This Agreement and all operations hereunder are subject to the applicable laws of the Republic of Liberia and the applicable orders, rules, and regulations contained herein shall be not construed as waiver of any to question or contest any such law, order of regulation in any form having jurisdiction in the premises.
33. Notice: All provided for herein shall be in writing and shall be deemed to be delivered to Service Provider when addressed to Seller at:

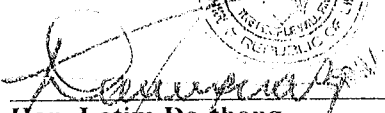
United Motor Company (UMC)
Monrovia, Liberia

and shall be deemed to be delivered to Purchaser when addressed to:
Ministry of Education
Ministerial Complex, Congo Town
Monrovia, Liberia

All notices shall be delivered by electronic or physical mail, text, 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.

34. 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 made contrary to this Section shall be void.

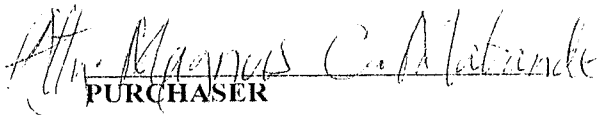
For the **Purchaser**

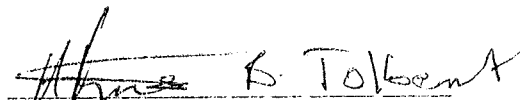

Hon. Latim Da-thong
Acting Minister/Deputy Minister
Ministry of Education

For the **Service Provider**


Malier Abou Chacra
General Manager
United Motor Company

Witnessed:


PURCHASER


SERVICE PROVIDER