

The contract for the Supply of Vehicles Spare Parts

This Contract is hereby made and entered into this 15th day of November, D. 2021, by and between the Ministry of Education represented by its **Minister Prof. Ansu D. Sonii, Sr.**, hereinafter known and referred to as the **Purchaser** and **Thunder Bird Co.** represented by its General Manager _____ from now on known and referred to as the **Supplier**. The parties' mutuality agrees as follow to wit:

Witnesseth:

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 Purchaser Order prepared by Purchaser upon the Purchaser's request in a timely manner Supplier shall be responsible to deliver the Educational Material 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 half fiscal 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 count "2" **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 below
5. **COST OF PROJECT/PAYMENT TERMS**
The parties agree on the unite price of the **vehicles spare parts** base on the attached Bill of Quantity (BOQ) for 1 and 1 & 2. Reference can always be made to the bid submission.

Spare parts for Vehicles & Motorbikes								
DESCRIPTION	Toyota Prado/Fortuner Spare Parts		Toyota Hilux Spare Parts		Nissan Civilian Spare Parts		Nissan Prado Parts	
	Unit	Total	unit price	Total	Unit Price	Total	Unit Price	Total
A/C BELT	\$25.00	\$50.00	\$25.00	\$50.00	\$20.00	\$40.00	\$20.00	\$40.00
COMPRESSOR	\$620.00	\$1,240.00	\$620.00	\$1,240.00	\$620.00	\$1,240.00	\$620.00	\$1,240.00
A/C ROLLER	\$65.00	\$130.00	65	\$130.00	\$65.00	\$130.00	\$65.00	\$130.00
TEMPERATURE STAT	\$65.00	\$130.00	65	\$130.00	\$65.00	\$130.00	\$65.00	\$130.00
A/C FILTER	\$50.00	\$100.00	50	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00

AXLE INNER OIL SEAL	\$25.00	\$50.00	25	\$50.00	\$20.00	\$40.00	\$20.00	\$40.00
70/80 AH THUNDERMAX BATTERY (DRY CELL)	\$110.00	\$220.00	110	\$220.00	\$110.00	\$220.00	\$110.00	\$220.00
70/80 AH BATTERY (WET CELL)		\$0.00		\$ -		\$0.00		\$0.00
BRAKE DIVISOR	\$100.00	\$200.00	100	\$200.00	\$100.00	\$200.00	\$100.00	\$200.00
BRAKE DISC	\$275.00	\$550.00	275	\$550.00	\$250.00	\$500.00	\$250.00	\$500.00
BRAKE DRUM	\$275.00	\$550.00	275	\$550.00	\$250.00	\$500.00	\$250.00	\$500.00
BRAKE FLUID	\$5.00	\$10.00	5	\$10.00	\$5.00	\$10.00	\$5.00	\$10.00
BRAKE MASTER CYLINDER	\$325.00	\$650.00	325	\$650.00	\$350.00	\$700.00	\$350.00	\$700.00
BRAKE PAD	\$110.00	\$220.00	110	\$220.00	\$150.00	\$300.00	\$110.00	\$220.00
BRAKE SHOE	\$110.00	\$220.00	110	\$220.00	\$160.00	\$320.00	\$110.00	\$220.00
BRAKE SPRING	\$50.00	\$100.00	50	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00
BRAKE WHEEL CYLINDER	\$65.00	\$130.00	65	\$130.00	\$100.00	\$200.00	\$65.00	\$130.00
CLUTCH DISC	\$200.00	\$400.00	200	\$400.00	\$195.00	\$390.00	\$200.00	\$400.00
DIFFERENTIAL FLANGE	\$85.00	\$170.00	85	\$170.00	\$120.00	\$240.00	\$120.00	\$240.00
DIFFERENTIAL GASKET		\$0.00		\$ -		\$0.00		\$0.00
DIFFERENTIAL "COMMA" OIL /GAL	\$35.00	\$70.00	35	\$70.00	\$35.00	\$70.00	\$35.00	\$70.00
DIFFERENTIAL YOLK	1,350	\$2,700.00	1,350.00	\$2,700.00	2,000	\$4,000.00	\$2,000.00	\$4,000.00
DUST PLATE PLUG		\$0.00		\$ -		\$0.00		\$0.00
"COMMA" SAE 50 ENGINE OIL /GAL	\$25.00	\$125.00	25	\$125.00	\$25.00	\$125.00	\$25.00	\$125.00
"COMMA" 15W40 ENGINE OIL /GAL	\$25.00	\$125.00	25	\$125.00	\$25.00	\$125.00	\$25.00	\$125.00
FAN BELT	\$20.00	\$40.00	20	\$40.00	\$20.00	\$40.00	\$20.00	\$40.00
FOUR WHEEL LOCK		\$0.00		\$ -	\$350.00	\$700.00	\$350.00	\$700.00
FUEL ELEMENT	\$45.00	\$90.00	45	\$90.00	\$30.00	\$60.00	\$30.00	\$60.00
FUEL FILTER	\$45.00	\$90.00	45	\$90.00	\$30.00	\$60.00	\$30.00	\$60.00
GEAR "COMMA" 80W90 OIL /GAL	\$35.00	\$175.00	35	\$175.00	\$35.00	\$175.00	\$35.00	\$175.00
HEAD LIGHT ASSY	\$250.00	\$500.00	250	\$500.00	\$220.00	\$440.00	\$220.00	\$440.00
HEAD LIGHT BULB	\$8.00	\$16.00	8	\$16.00	\$8.00	\$16.00	\$8.00	\$16.00
HEAD LIGHT RELAY	\$25.00	\$50.00	25	\$50.00	\$25.00	\$50.00	\$25.00	\$50.00
HEATER PLUG	\$50.00	\$100.00	50	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00
HEAVY GREASE /CUP	\$5.00	\$10.00	5	\$10.00	\$5.00	\$10.00	\$5.00	\$10.00
HORN	\$35.00	\$70.00	35	\$70.00	\$35.00	\$70.00	\$35.00	\$70.00
INJECTOR PUMP ASSY	3,000.00	\$6,000.00	3,000.00	\$6,000.00	3,000.00	\$6,000.00	\$3,000.00	\$6,000.00
INJECTOR PUMP HEAD		\$0.00		\$ -	\$425.00	\$850.00	\$425.00	\$850.00
INNER LIGHT BULB	\$5.00	\$10.00	5	\$10.00	\$5.00	\$10.00	\$5.00	\$10.00
INNER TUBE	\$15.00	\$30.00	15	\$30.00	\$15.00	\$30.00	\$15.00	\$30.00
KNUCKLE BEARING		\$0.00		\$ -	\$35.00	\$70.00	\$35.00	\$70.00
KNUCKLE GASKET		\$0.00		\$ -	\$65.00	\$130.00	\$65.00	\$130.00
NOZZLE	\$500.00	\$1,000.00	500	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00
OIL FILTER	\$25.00	\$50.00	25	\$50.00	\$30.00	\$60.00	\$30.00	\$60.00

WHEEL BEARING FR	\$100.00	\$200.00	100	\$200.00	\$125.00	\$250.00	\$75.00	\$150.00
WHEEL BEARING RR	\$100.00	\$200.00	100	\$200.00	\$125.00	\$250.00	\$75.00	\$150.00
WHEEL CYLINDER	\$65.00	\$130.00	65	\$130.00	\$90.00	\$180.00	\$90.00	\$180.00
WHEEL STUD & NUT	\$15.00	\$30.00	15	\$30.00	\$15.00	\$30.00	\$15.00	\$30.00
WINDSHIELD	\$350.00	\$700.00	350	\$700.00	\$450.00	\$900.00	\$375.00	\$750.00
RADIATOR	\$300.00	\$600.00	300	\$600.00	\$550.00	\$1,100.00	\$400.00	\$800.00
FUEL TANK FILTER	\$25.00	\$50.00	25	\$50.00	\$25.00	\$50.00	\$25.00	\$50.00
RELAY FLASHER	\$45.00	\$90.00	45	\$90.00	\$45.00	\$90.00	\$45.00	\$90.00
SIGNAL LIGHT RR		\$0.00		\$ -		\$0.00		\$0.00
SIGNAL FR		\$0.00		\$ -		\$0.00		\$0.00
COMPRESSOR ASSY	\$620.00	\$1,240.00	620	\$1,240.00	\$620.00	\$1,240.00	\$620.00	\$1,240.00
AIR ELEMENT	\$50.00	\$100.00	50	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00
SEAL TYPE OIL	\$25.00	\$125.00	25	\$125.00	\$25.00	\$125.00	\$25.00	\$125.00
DISC FR	\$275.00	\$1,375.00	275	\$1,375.00	\$240.00	\$1,200.00	\$240.00	\$1,200.00
DRUM BRAKE	\$275.00	\$1,375.00	275	\$1,375.00	\$240.00	\$1,200.00	\$240.00	\$1,200.00
BRAKE FLUID	\$5.00	\$25.00	5	\$25.00	\$5.00	\$25.00	\$5.00	\$25.00
CYLINDER SUB ASSY		\$0.00		\$ -		\$0.00		\$0.00
BRAKE PAD	\$110.00	\$220.00	110	\$220.00	\$150.00	\$300.00	\$110.00	\$220.00
BRAKE SHOE	\$110.00	\$220.00	110	\$220.00	\$160.00	\$320.00	\$110.00	\$220.00
STRUT SET PARKING	\$90.00	\$180.00	90	\$180.00	\$90.00	\$180.00	\$90.00	\$180.00
CYLINDER CLUTCH DISC	\$65.00	\$130.00	65	\$130.00	\$65.00	\$130.00		\$0.00
CLUTCH DISC	\$200.00	\$400.00	200	\$400.00	\$195.00	\$390.00	\$200.00	\$400.00
FLANGE SUB ASSY	\$85.00	\$170.00	85	\$170.00	\$75.00	\$150.00	\$75.00	\$150.00
BELT SET V	\$45.00	\$90.00	45	\$90.00	\$45.00	\$90.00	\$45.00	\$90.00
HUB ASSY FREE WHEEL		\$0.00		\$ -	\$450.00	\$900.00	\$450.00	\$900.00
ELEMENT ASSY FUEL	\$40.00	\$80.00	40	\$80.00	\$40.00	\$80.00	\$40.00	\$80.00
UNIT ASSY		\$0.00		\$ -		\$0.00		\$0.00
HB2 BUILD 12V, GLOW	\$50.00	\$100.00	50	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00
GLOW PLUG	\$50.00	\$150.00	50	\$150.00	\$50.00	\$150.00	\$50.00	\$150.00
HORN ASSY	\$35.00	\$105.00	35	\$105.00	\$35.00	\$105.00	\$35.00	\$105.00
HEAD S/A DISTRIBUT		\$0.00		\$ -	\$425.00	\$850.00	\$425.00	\$850.00
BULB 12V, 10W	\$15.00	\$30.00	15	\$30.00	\$15.00	\$30.00	\$15.00	\$30.00
BEARING	\$100.00	\$200.00	100	\$200.00	\$75.00	\$150.00	\$75.00	\$150.00
SEAL SUB ASSY	\$25.00	\$50.00	25	\$50.00	\$25.00	\$50.00	\$25.00	\$50.00
OIL FILTER (DIESEL)	\$40.00	\$80.00	40	\$80.00	\$40.00	\$80.00	\$40.00	\$80.00
SEAL	\$25.00	\$50.00	25	\$50.00	\$25.00	\$50.00	\$25.00	\$50.00
SEAL TYPE OIL	\$25.00	\$50.00	25	\$50.00	\$25.00	\$50.00	\$25.00	\$50.00
COVER ASSY CLUTCH	\$220.00	\$440.00	220	\$440.00	\$225.00	\$450.00	\$220.00	\$440.00
BEARING ASSY CLUTCH	\$80.00	\$160.00	80	\$160.00	\$100.00	\$200.00	\$95.00	\$190.00
ABSORBER SET, SHOCK	\$125.00	\$250.00	125	\$250.00	\$180.00	\$360.00	\$125.00	\$250.00
ABSORBER SET, SHOCK	\$125.00	\$125.00	125	\$125.00	\$180.00	\$180.00	\$125.00	\$125.00
WASHER	\$15.00	\$30.00	15	\$30.00	\$15.00	\$30.00	\$15.00	\$30.00
CUSHION	\$15.00	\$30.00	15	\$30.00	\$15.00	\$30.00	\$15.00	\$30.00
BULB 12V, 21W	\$15.00	\$30.00	15	\$30.00	\$15.00	\$30.00	\$15.00	\$30.00

OIL SEAL FR WHEEL	\$25.00	\$50.00	25	\$50.00	\$25.00	\$50.00	\$25.00	\$50.00
OIL SEAL RR	\$25.00	\$50.00	25	\$50.00	\$25.00	\$50.00	\$25.00	\$50.00
PRESSURE PLATE	\$220.00	\$440.00	220	\$440.00	\$220.00	\$440.00	\$220.00	\$440.00
PRIMING PUMP	\$175.00	\$350.00	175	\$350.00	\$100.00	\$200.00	\$150.00	\$300.00
RELEASE BEARING	\$80.00	\$160.00	80	\$160.00	\$100.00	\$200.00	\$80.00	\$160.00
RUBBER SEAL		\$0.00		\$ -		\$0.00		\$0.00
SHOCK ABSORBER FR	\$125.00	\$250.00	125	\$250.00	\$180.00	\$360.00	\$90.00	\$180.00
SHOCK ABSORBER RR	\$125.00	\$250.00	125	\$250.00	\$180.00	\$360.00	\$90.00	\$180.00
SHOCK ABSORBER WASHER	\$10.00	\$20.00	10	\$20.00	\$8.00	\$16.00	\$8.00	\$16.00
SHOCK ABSORBER BUSH FR	\$8.00	\$16.00	8	\$16.00	\$7.00	\$14.00	\$7.00	\$14.00
SHOCK ABSORBER BUSH RR	\$8.00	\$16.00	8	\$16.00	\$7.00	\$14.00	\$7.00	\$14.00
SIDE MIRROR	\$200.00	\$400.00	200	\$400.00	\$275.00	\$550.00	\$150.00	\$300.00
SIGNAL LIGHT BULB	\$3.00	\$6.00	3	\$6.00	\$3.00	\$6.00	\$3.00	\$6.00
SPRING BUSHING	\$10.00	\$20.00	10	\$20.00	\$10.00	\$20.00	\$10.00	\$20.00
STABILIZER BAR BUSHING LR	\$8.00	\$16.00	8	\$16.00	\$7.00	\$14.00	\$7.00	\$14.00
STABILIZER BAR BUSHING RR	\$8.00	\$16.00	8	\$16.00	\$7.00	\$14.00	\$7.00	\$14.00
STABILIZER LINK	\$45.00	\$90.00	45	\$90.00	\$45.00	\$90.00	\$45.00	\$90.00
STABILIZER LINK BUSHING LR	\$5.00	\$10.00	5	\$10.00	\$5.00	\$10.00	\$5.00	\$10.00
STABILIZER LINK BUSHING RR	\$5.00	\$10.00	5	\$10.00	\$5.00	\$10.00	\$5.00	\$10.00
STABILIZER BUSHING	\$8.00	\$16.00	8	\$16.00	\$8.00	\$16.00	\$8.00	\$16.00
SWITCH OVER VALVE		\$0.00		\$ -		\$0.00		\$0.00
TAIL LIGHT ASSY	\$150.00	\$300.00	150	\$300.00	\$125.00	\$250.00	\$125.00	\$250.00
TAIL LIGHT BULB	\$5.00	\$15.00	5	\$15.00	\$10.00	\$30.00	\$10.00	\$30.00
TIE ROD END	\$40.00	\$80.00	40	\$80.00	\$65.00	\$130.00	\$65.00	\$130.00
TIMING BELT	\$50.00	\$100.00	50	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00
235/85 R16 (GOODYEAR / DAVANTI) AT TIRE	\$225.00	\$450.00	225	\$450.00		\$0.00	\$225.00	\$450.00
235/85 R16 (GOODYEAR / ARMOURDILLO) MT TIRE	\$230.00	\$460.00	230	\$460.00		\$0.00	\$235.00	\$470.00
245/70 R16 (GOODYEAR) TIRE	\$225.00	\$450.00	225	\$450.00		\$0.00	\$225.00	\$450.00
255/70 R15 (GOODYEAR) TIRE	\$225.00	\$450.00	225	\$450.00		\$0.00	\$225.00	\$450.00
750 R16 (GOODYEAR) TRANSPORT TIRE		\$0.00		\$ -	\$240.00	\$480.00	\$235.00	\$470.00
750 R16 (GOODYEAR) MUD GRIP TIRE		\$0.00		\$ -	\$240.00	\$480.00	\$235.00	\$470.00
TRANSMISSION "COMMA" OIL	\$35.00	\$70.00	35	\$70.00	\$35.00	\$70.00	\$35.00	\$70.00
UNIVERSAL JOINT	\$60.00	\$120.00	60	\$120.00	\$125.00	\$250.00	\$60.00	\$120.00
V- BELT	\$25.00	\$50.00	25	\$50.00	\$25.00	\$50.00	\$25.00	\$50.00

BUSH	\$10.00	\$20.00	10	\$20.00	\$10.00	\$20.00	\$10.00	\$20.00
BUSH	\$10.00	\$30.00	10	\$30.00	\$10.00	\$30.00	\$10.00	\$30.00
BUSH STABILIZER	\$8.00	\$16.00	8	\$16.00	\$8.00	\$16.00	\$8.00	\$16.00
BUSH	\$8.00	\$16.00	8	\$16.00	\$8.00	\$16.00	\$8.00	\$16.00
CUSHION	\$15.00	\$30.00	15	\$30.00	\$15.00	\$30.00	\$15.00	\$30.00
VALVE ASSY FUEL				\$ -	\$175.00	\$350.00	\$175.00	\$350.00
VALVE ASSY FUEL				\$ -	\$175.00	\$350.00	\$175.00	\$350.00
LAMP ASSY RR	\$175.00	\$350.00	175	\$350.00	\$175.00	\$350.00	\$175.00	\$350.00
LAMP ASSY RR	\$175.00	\$350.00	175	\$350.00	\$175.00	\$350.00	\$175.00	\$350.00
BULB 12V 21W	\$15.00	\$30.00	15	\$30.00	\$15.00	\$30.00	\$15.00	\$30.00
END SUB ASSY TIE	\$45.00	\$90.00	45	\$90.00	\$45.00	\$90.00	\$45.00	\$90.00
BELT TIMING	\$50.00	\$100.00	50	\$100.00	\$50.00	\$100.00	\$50.00	\$100.00
SPIDER KIT UNIVERSAL	\$60.00	\$120.00	60	\$120.00	\$125.00	\$250.00	\$60.00	\$120.00
BEARING RTP 45,75 K		\$0.00		\$ -		\$0.00	\$75.00	\$150.00
BEARING RTP 45,75 K		\$0.00		\$ -		\$0.00	\$75.00	\$150.00
BOLT HUB	\$10.00	\$20.00	20	\$40.00	\$10.00	\$20.00	\$10.00	\$20.00
NUT HUB	\$10.00	\$20.00	10	\$20.00	\$10.00	\$20.00	\$10.00	\$20.00
GLASS WINDSHIELD	\$350.00	\$700.00	350	\$700.00	\$350.00	\$700.00	\$350.00	\$700.00
RADIATOR ASSY	\$300.00	\$600.00	300	\$600.00	\$300.00	\$600.00	\$300.00	\$600.00
FLASHER ASSY TURN	\$45.00	\$90.00	45	\$90.00	\$45.00	\$90.00	\$45.00	\$90.00
Grand Total		\$33,294.00		\$33,314.00		\$39,412.00		\$39,314.00

OBLIGATION OF PURCHASER

6. That the Purchaser shall make or cause to make prompt payment to the Supplier upon delivery of Teaching Materials 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 breach 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 Spare Parts supplied by the seller within thirty (30) days from the date of invoice. There shall be no overlap supply of product until buyer clears its account of overdue invoice.

QUALITY

Supplier warrants that it shall deliver its Vehicles Spare Parts for receipts by Buyer 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 Fiscal Year commencing from November A. D. 2021 up to the last day of December A. D. 2021 provided Purchaser serves notice of intent to cancel the Agreement as provided for in count 15 below. The Parties desire this Contract to be self-executing contract until 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 exists 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.

14. 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.

15. 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.

16. This Agreement may not be assigned by either party without the prior written notice to the other party, except the SELLER shall have the right to assign this Agreement to any of its subsidiaries or affiliates.

MISCELLANEOUS

- 17. 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.
- 18. Notice: All provided for herein shall be in writing and shall be deemed to be delivered to Supplier when addressed to Seller at:

AUTU SPARE SERVICE

• Randal Street
Monrovia, Liberia

And shall 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.

- 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.
14. 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.
15. 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.
16. This Agreement may not be assigned by either party without the prior written notice to the other party, except the SELLER shall have the right to assign this Agreement to any of its subsidiaries or affiliates.

MISCELLANEOUS

17. 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.
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And shall deemed to be delivered to Purchaser when addressed to:

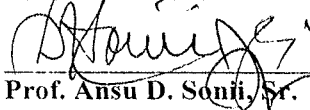
Ministry of Education

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.

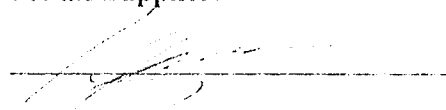
19. This Agreement shall be binding upon and inure to the benefit of the parties permitted, the successors and assigns hereto pursuant to this section. Any attempted assignment contrary to this Section shall be void.

For the **Purchaser:**



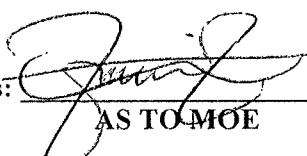
Prof. Ansu D. Sonii, Sr.
Minister
Ministry of Education

For the **Supplier:**



General Manager
THUNDER BIRD CORP.

Witness:


AS TO MOE

Witness:


AS TO SUPPLIER