

VEHICLE REPAIRS/MAINTENANCE AGREEMENT

This Service Agreement (the “Agreement”), is entered into and effective as of June 1, 2022 (the “Effective Date”), by and between the National Fisheries and Aquaculture Authority (NaFAA) located near LPRC at Monrovia, represented its Director General, Hon. Emma Metieh Glassco, and United Motor Company of Vai Town - Monrovia, represented by its General Manager, Mr. Maher Chacra, (collectively referred herein as “Parties” or singularly as “Party”),

I. RECITALS

- A. WHEREAS, National Fisheries and Aquaculture Authority (NaFAA) desires a Service Provider to provide vehicle maintenance services for its vehicles, as and when the need arises;
- B. WHEREAS, United Motor Company responded to the invitation for bids and provided information that it has the requisite capabilities to provide the aforementioned services; and is willing to prioritize NaFAA’s request for vehicles maintenance services;
- C. WHEREAS United Motor Company responded to the invitation for bids and provided information that it has the requisite capabilities to provide the aforementioned services; and is willing to prioritize NaFAA’s request for vehicles maintenance services;
- D. NOW THEREFORE, in consideration of the above mentioned, and of the mutual benefits and obligations set forth herein, the Parties agree as follows:

(A) TERMS OF AGREEMENT

(I) SCOPE OF WORKS

For the purposes of this contract, UNITED MOTOR COMPANY shall be responsible to perform maintenance/repair works on the below list of vehicles owned by the Authority:

NO.	VEHICLE TYPE	PLATE NO.	MODEL YEAR
2.	TOYOTA RAV4	A506	2018
3.	TOYOTA HILUX	A503	2018
4.	TOYOTA HILUX	A502	2018
5.	TOYOTA HILUX	A504	2018
6.	TOYOTA FORTUNER	A505	2017
7.	NISSAN HARDBODY	3 UNITS – A615, A616 & A617	2018
8.	TOYOTA HILUX	A5140	2019
9.	TOYOTA HILUX	A5141	2019
10.	TOYOTA HILUX	A533	2019

NaFAA may also elect to send other vehicles, not listed above, to the service provider for servicing – as and when necessarily due.

(II) OBLIGATION OF National Fisheries and Aquaculture Authority (NaFAA):

- 1. NaFAA agrees for United Motor Company to be a preferred vendor for providing vehicle repairs and maintenance services for NaFAA under this Agreement;
- 2. NaFAA agrees to inform United Motor Company at least 2 hours in advance about providing vehicle repairs and maintenance services to avoid embarrassment;
- 3. The vehicle will be sent to the garage for assessment when a problem is experienced, accompanied by the Authority’s assigned driver. When the assessment is completed, NAFAA shall be informed of the result of the assessment along with the accompanying

costs. The Authority shall review the assessment report and duly authorize the garage to commence repairs/maintenance works or otherwise;

4. NaFAA shall bear the cost of all spare parts and materials required by the Service Provider to repair the vehicles.

(III) OBLIGATION OF UNITED MOTOR COMPANY

1. United Motor Company agrees to provide routine (preventive) and corrective vehicle maintenance and services and other related general repairs to the satisfaction of NaFAA;
2. United Motor Company agrees to inspect and attend to any breakdown and carry out service/preventive maintenance on vehicles including but not limited to the following:
 - renew engine oil,
 - renew engine oil filter,
 - renew fuel filter,
 - inspect and clean air filter, renew if necessary,
 - inspect all drive belts for wear/ cracks/tension,
 - remove all road wheels and inspect brake friction surfaces, wear surfaces, dust seals, hoses and caliper function; and
 - Perform all other services to ensure the road worthiness and safety of the vehicles.
3. United Motor Company shall advise NaFAA on the replacement of parts when necessary; if the contractor replaces any spare parts required urgently and at the request of NaFAA, the cost of such parts supplied/replaced shall be billed to NaFAA with prior approval by NaFAA;

(B) PAYMENT OF SERVICES

NaFAA agrees to promptly process cheques and pay United Motor Company, in US dollars or its Liberian Dollars equivalent, within 30 days, whenever invoices for vehicle maintenance and services or general repairs are sent.

In any case, the total amount to be paid for services rendered under this agreement shall not exceed US\$65,000 (Sixty-Five Thousand United States Dollars).

(C) DURATION OF THE AGREEMENT AND EFFECTIVE DATE

This AGREEMENT shall take effect on the 1st day of June 2022 and remain in effect up to the 31st day of December 2022. NaFAA reserves the right to terminate this agreement at any point in time with notice to the service provider.

(D) TERMINATION

This Agreement may be terminated by either party at any time by giving 30 days' notice for any cause without penalty or liability. NaFAA will then pay the Service Provider promptly the accrued and unpaid amounts, if any, due for services to the date of termination, to the extent the services are approved by NaFAA.

(E) DISPUTE RESOLUTION

The Parties agree to make every effort to settle all disputes arising from this Agreement in a respectful and amicable manner. In the event that the Parties cannot reach agreement by means of negotiation, they have recourse to mediation by a to-be-mutually agreed upon mediator. Any dispute concerning this Agreement that cannot be settled by mutual negotiation or mediation within 30 days of receipt of written notice of dispute by one party shall be settled by arbitration.

(F) APPLICABLE LAW AND INDEMNIFICATION

The Parties will comply with the requirements of all applicable laws, rules and regulations of the Republic of Liberia.

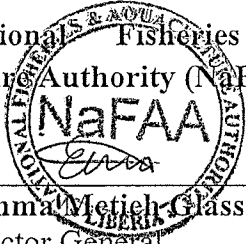
(G) **FORCE MAJEURE**

If performance by NaFAA or Service Provider is prevented, restricted, interfered with or delayed by reason of Force Majeure, the Party claiming inability to perform, shall be excused from such performance to the extent of such prevention, restriction interference or delay, provided that the Party shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance whenever such causes are removed.

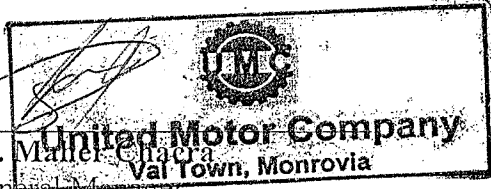
(H) **LIMITS OF THIS AGREEMENT**

This agreement is limited solely to the terms and conditions expressly written and contained herein. No other commitments, either written or verbal, other than this agreement shall be understood to be part of this agreement or binding in any way upon either party, except where a written amendment to this agreement is duly signed and executed by both parties as stated above.

IN WITNESS WHEREOF the parties hereto through their authorised representative, have placed their hands and seals the day and year first before written, as a legally binding agreement

For National Fisheries and
Aquaculture Authority (NaFAA):


Hon. Emma Metich Glassco
Director General

For United Motor Company:


Mr. Mallet Chacra
General Manager
Val Town, Monrovia

Witness

Witness
