

REPUBLIC OF LIBERIA)
MONTSERRADO COUNTY)

SALES CONTRACT

THIS FIRE SAFETY CONSULTANCY AND SUPPLY/REFURBISHMENT OF EXTINGUISHERS CONTRACT is made and entered into this 1st Day of May A.D. 2023, in the City of Monrovia, County of Montserrado, Republic of Liberia, by and between the National Social Security & Welfare Corporation, a public corporation duly organized and existing under the laws of Liberia; represented by and thru its Director General, Dewitt B. vonBallmoos (hereinafter known and referred to as the ("BUYER")) and the FIRE TRACE INC., represented by and thru its General Manager, George Dunbar Russell of the City, County and Republic aforesaid (hereinafter known and referred to as the ("SELLER")); hereby

WITNESSETH

WHEREAS, the BUYER is desirous of hiring the services of a recognize entity with requisite technical expertise for the provision, supply, delivery and servicing and refurbishment of existing Fire Extinguishers and including the provision of new Fire Extinguishers and Accessories;

WHEREAS, the SELLER has the requisite professional and technical knowhow, experience and capacity for the effective and efficient performance of the job and maintains an inventory that assures the availability, supplies and delivery of all and the servicing and refurbishment of existing Fire Extinguishers and including the provisions of new Fire Extinguishers and Accessories when so required;

WHEREAS, the SELLER has accepted to performed this critical professional task for the supply, delivery, servicing and refurbishment of existing fire extinguishers, as well as the provision of new fire extinguishers, accessories and fire safety training and;

WHEREAS, both BUYERS and the SELLER have promised faithfully to perform their respective obligations hereunder;

NOW, therefore, in consideration of the premises, the BUYER and the SELLER have agreed mutually as follows; to wit:

1. SECTION ONE: SALE GOODS

SELLER shall sell, transfer and deliver to BUYER on or before December 31, 2023.

- a. To service and refurbished One Hundred and Forty-Four (144) Pieces of Fire Extinguishers.
- b. To purchase One Hundred and Ninety-Five (195) Pieces New Fire Extinguishers
- c. Delivery schedule shall be twenty-one (21) days as of contract signature
- d. Provide fire safety and training for Four-Hundred and Seventy-One (471) staff members of NASSCORP.
- e. SELLER shall replace all faulty items within a period of fifteen (15) days
- f. If items are not delivered in full, SELLER shall issue Good Note indicating commitment to deliver the remaining items within two-weeks (2) period
- g. To supply the requested items as per specification and quality

2. SECTION TWO: CONSIDERATION

Buyer shall accept the servicing and refurbishment of existing Fire Extinguishers and including the provision of new Fire Extinguishers and Accessories and shall pay the amount s of US\$78,800.00 (SEVENTY EIGHT THOUSAND EIGHT HUNDRED UNITED STATES DOLLARS).

3. SECTION THREE: IDENTIFICATION OF GOODS

Identification of the goods to this agreement shall not be deemed to have been made until both Buyer and Seller have specified that the goods in question are to be appropriated to the performance of this agreement.

4. SECTION FOUR: PAYMENT SCHEDULE

Buyer shall make advance payment of Sixty percent (60%) payment to the Seller in the amount of US\$47,280.00 (FORTY-SEVEN THOUSAND TWO HUNDRED EIGHTY UNITED STATES DOLLARS) upon signing of this contract,

Buyer shall make a second payment of twenty percent (20%) of US\$15,760.00 (FIFTEEN THOUSAND SEVEN HUNDRED SIXTY UNITED STATES DOLLARS) of the Contract Price on delivery and inspection as well as the completion of the servicing and refurbishment of the existing One Hundred Forty-Four (144) Fire Extinguishers,

Buyer shall make a final payment of twenty percent (20%) of US\$15,760.00 (FIFTEEN THOUSAND SEVEN HUNDRED SIXTY UNITED STATES DOLLARS) to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery and refurbishment of the existing Fire Extinguishers and including the provision of new Fire Extinguishers issued by the Purchaser.

5. SECTION FIVE: RECEIPT CONSTRUED AS DELIVERY

One Hundred and Forty-Four (144) Pieces of Fire Extinguishers for servicing and refurbishment and including the provision of One Hundred and Ninety-Five (195) Pieces of New Fire Extinguishers and Accessories shall be deemed received by buyer when delivered to the locations designated by buyer within the City of Monrovia, County of Montserrado, and Republic of Liberia.

6. SECTION SIX: RISK OF LOSS AND WARRANTY

The risk of loss from any damage to the One Hundred and Ninety-Five (195) Pieces of New Fire Extinguishers, regardless of the cause shall be the responsibility of the Seller once it has been accepted by BUYER and used for at least (120) One Hundred Twenty Business Days; and any defects shall be considered under warranty. Warranty for defects in manufacturing to be two (2) years or 2,000 working hours on condition that the printers are used according to our specifications which would be specified prior to delivery.

7. SECTION SEVEN: WARRANTY OF NO ENCUMBRANCES

Seller WARRANTS that the serviced and refurbished Fire Extinguishers and the new Fire Extinguishers and Accessories are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

8. SECTION EIGHT: RIGHT OF INSPECTION

BUYER shall have the right to inspect the serviced refurbished and new Fire Extinguishers and Accessories on arrival and within (30) thirty business days after delivery, buyer must give notice to SELLER of any claim for damages on account of condition, quality or grade of the refurbished and new Fire Extinguishers and Accessories, and BUYER must specify the basis of the claim of BUYER in detail. The failure of BUYER to comply with these conditions shall constitute irrevocable acceptance of the refurbished and new Fire Extinguishers and Accessories by BUYER.

That the Parties hereto mutually understand and agree that the duration of this Contract shall be in force until all items have been fully delivered accepted by contracting entity.

9. That the failure of the BUYER or the SELLER to perform in strict adherence to the terms, conditions and stipulations of this legal Instrument, shall subject same to termination by either party upon giving Fifteen (15) Days. Written Notice to the Party in breach and contingent upon the failure of said Party to rectify the act complained of by the other Party during the period of the Notice. Notwithstanding, the Parties reserve the right to terminate this Refurbishment and New Fire Extinguishers and Accessories Contract by giving Fifteen (15) days Written Notice to the other Party.

10. That in the Event of **FORCE MAJEURE**, the Legal Instrument shall be suspended until the Force Majeure period is abated; after which, at the expiration of Thirty (30) Days the Parties shall review and resume performance of the obligations hereunder

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9. THIS FIRE SAFETY CONSULTANCY AND SUPPLY/REFURBISHMENT OF EXTINGUISHERS SALES CONTRACT shall come into effect upon its signing and is binding upon the Parties hereto, their Heirs, Assigns, Executors, Administrators, Successors-in-Office and Legal or Personal Representatives during the period of its existence; as if, they were specifically named herein from the beginning of its execution. Any reference in this FIRE SAFETY CONSULTANCY AND SUPPLY/REFURBISHMENT OF EXTINGUISHERS SALES CONTRACT to the BUYER and the SELLER shall be deemed to refer to and include themselves, their Heirs, Assigns, Executors, Administrators, Successors-in-Office and Legal or Personal Representative.

IN THE PRESENCE OF:

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

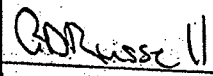
FOR: THE "BUYER"

BY:


Dewitt B. vonBallmoos
DIRECTOR GENERAL

FOR: THE "SELLER"

BY:


George Dunbar Russell
General Manager