

REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)

SALES CONTRACT

THIS SALES OF STATIONERY AND INK SUPPLIES 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 METRO TECH, INC. represented by its General Manager, Gus Rogers 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 and delivery of bulk quantities of Assorted Ink supplies for its first quarter operations;

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 the stationery and supplies so required;

WHEREAS, the SELLER has accepted to undertake the performance of this all-important professional task for the provision supply and delivery of all said Assorted Ink Supplies Pat cost to owners: 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 commerce delivery upon signing of contract

- a. STATIONERY AND ASSORTED INK SUPPLIES in full as indicated on appendix A & B (Schedule of payment & Delivery Schedule; Technical Specification Schedule specified in section three of this contract), mentioned in the Contract Package No. IFB NO. NASSCORP/SBA/NCB/004/2023 Standard bidding documents (List of Assorted Ink Supplies) attached.
- b. Delivery schedule: Delivery of Second, third and fourth quarters (2023) supplies shall be in 3 separate intervals of three (3) month each per quarter as per delivery of supplies; May 1, 2023 up to and including December 31, 2023.
- c. Payment time: As per payment schedule specified in section three (3) of this contract.
- d. Contractor shall replace all faulty and verified damaged items promptly.
- e. If items are not delivered in full contractor shall issue Good Note indicating commitment to deliver the remaining items within a two-week period.
- f. To supply the requested items as per specification and quality

2. SECTION TWO: CONSIDERATION

Buyer shall accept the Stationery and Ink Supplies and pay the amounts of **(US\$74, 977.20) SEVENTY-FOUR THOUSAND NINE HUNDRED SEVENTY-SEVEN UNITED STATES DOLLARS AND TWENTY CENTS.**

3. SECTION THREE: PAYMENT SCHEDULE

Buyer shall make payments in three (3) intervals based on delivery as per supply delivered to the Seller.

A. DESCRIPTION OF GOODS

The description of goods specified under Part 2 Supply Requirements, captioned. Lists of Goods and Delivery Schedule of the bid documents shall suffice unless where it has become necessary to make changes in specification of a number of the items to be supplied. Such changes shall be communicated to the supplier in reasonable time to make necessary adjustments in the requirements.

4. SECTION FOUR: 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.

5. SECTION FIVE: RECEIPT CONSTRUED AS DELIVERY

STATIONERY AND INK SUPPLIES shall be deemed received and qualities and specifications verified 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 casualty to the Stationery and Assorted Ink Supplies, regardless of the cause shall be the responsibility of the Seller until the STATIONERY AND INK SUPPLIES have been accepted by BUYER and used for at least (10) TEN Business Days; and any defects shall be considered under warranty.

7. SECTION SEVEN: WARRANTY OF NO ENCUMBRANCES

A. Seller WARRANTS that the stationery and Ink supplies are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

❖ It is further agreed number of unauthenticated and or defective goods received during a quarterly delivery shall not exceed a four percent (4%) threshold of the quarterly payment. The goods in question shall be replaced immediately upon giving of notice by the Buyer to the Seller during inspection upon delivery.

❖ The Buyer reserves the right to inform the supplier in writing regarding the delivery of the defective or unauthentic goods if no action was taken during delivery when said fake goods was first notice and reported to the Seller by the Buyer or his reps.

❖ The Buyer reserves the right to terminate the contract after it has documented and established that the Seller supplied more than 5% of the quarterly payment during two (2) consecutive deliveries.

8. SECTION EIGHT: RIGHT OF INSPECTION

B. BUYER shall have the right to inspect the STATIONERY AND INK SUPPLIES materials supply on arrival and within (5) five business days after delivery; buyer must give notice to SELLER of any claim for damages on account of condition, quality or grade of the stationery and supplies, 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 ASSORTED INK SUPPLIES 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.

C. 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 Five (5) 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 **STATIONERY AND INK SUPPLIES PURCHASE CONTRACT** by giving Five (5) days Written Notice to the other Party.

D. 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

9. **THIS SERVICE LEVEL 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 **STATIONERY AND INK SUPPLIES PURCHASE 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

Linda Looies

FOR: THE "SELLER"

BY: _____

METRO TECH
Gus Rogers
GENERAL MANAGER