

REPUBLIC OF LIBERIA)
MONTERRADO COUNTY)

SALES CONTRACT

THIS SALES OF CONTRACT is made and entered into this 1st Day of June A.D. 2022, 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 MWETANA CONSULTING AND TECHNOLOGY GROUP, INC, represented by and thru its CHIEF EXECUTIVE OFFICER, Vivien C. Jones, of the City of Monrovia, Montserrado County, Republic of Liberia aforesaid (hereinafter known and referred to as the ("SELLER")) hereby

WITNESSETH

WHEREAS, the BUYER is desirous of hiring the services of a recognized entity with requisite technical expertise for the provision, supply and delivery of ID card printer 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 the ID Card Printer and Accessories including ink supplies when 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 ID Card Printer and Accessories including ink supplies at cost to owners; and

WHEREAS, both BUYER 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 August 15, 2022 the following listed below:

ID Card Printer and Accessories including ink supplies in full as indicated on appendix A&B

- a. 2 Pieces EVOLIS-High Definition Card PRINTERS/ID Card Machine with lamination IR/Kit
- b. 71 Pieces of EVOLIS-YMCKO-K High Trust Printer Ribbons
- c. 50 Pieces of Clear Printer Film
- d. 50 Boxes of PVC Cards
- e. 12 Pieces of EVOLIS Cleaning Kits
- f. Delivery schedule shall be forty-five (45) days as of receipt of initial payment
- g. Payment time: 60% in advance and 40% upon delivery of goods
- h. SELLER shall replace all faulty items within a period of thirty (30) days
- i. If items are not delivered in full, SELLER shall issue Good Note indicating commitment to deliver the remaining items within thirty (30) days
- j. To supply the requested items as per specification and quality

2. SECTION TWO: CONSIDERATION

Buyer shall accept the ID Card Printer and Accessories including ink supplies and pay the amount of US\$52,743.00 (FIFTY TWO THOUSAND SEVEN HUNDRED FORTY THREE UNITED STATES DOLLARS).

3. SECTION FOUR: INDENTIFICATION 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 THREE: PAYMENT SCHEDULE**

Buyer shall make Sixty percent 60% payment to the Seller in the amount of US\$31,645.80 (THIRTY ONE THOUSAND SIX HUNDRED FORTY FIVE UNITED STATES DOLLARS AND EIGHTY CENTS) for the immediate delivery of the ID Card Printer and Accessories including ink supplies on August 15, 2022 during the course of the working hours at the buyer's Main Office Complex and the second payment and final of (US\$21,097.20) TWENTY ONE THOUSAND NINETY SEVEN HUNDRED SEVENTY SIX UNITED STATES DOLLARS AND SIXTY CENTS) shall be made upon delivery and full inspection of the ID Card Printer and Accessories.

5. **SECTION FIVE: RECEIPT CONSTRUED AS DELIVERY**

Printer ribbons, cards, and cleaning kits 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 SEVE: RISK OF LOSS AND WARRANTY**

The risk of loss from any casualty to the stationery and supplies, regardless of the cause shall be the responsibility of the Seller until the ID Card Printer and Accessories including ink supplies regardless of the cause, shall be the responsibility of the Seller have 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 EIGHT: WARRANTY OF NO ENCUMBRANCES**

Seller WARRANTS that the ID Card Printer and Accessories including ink supplies are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

8. **SECTION NINE: RIGHT OF INSPECTION**

BUYER shall have the right to inspect the ID Card Printer and Accessories including ink supplies 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 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 stationery and 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.

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 ID Card Printers and Accessories including ink supplies 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

The Parties shall review and resume performance of the obligations hereunder.


9. THIS ID CARD PRINTER AND ACCESSORIES INCLUDING INK SUPPLIES PURCHASE 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 ID CARD PRINTER AND ACCESSORIES INCLUDING INK SUPPLIES 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.

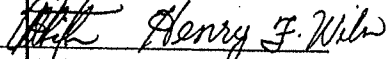
FOR: THE "BUYER"

BY:


Dewitt B. vonBallmoos
DIRECTOR GENERAL

FOR: THE "SELLER"

BY:


Henry F. Wilco
Vivien C. Jones
CHIEF EXECUTIVE OFFICER

WITNESS


WITNESS