

SPARE PARTS SUPPLY AGREEMENT

This **SPARE PARTS SUPPLY AGREEMENT** made and entered into this 24 day of April, 2025, by and between the National Transit Authority, represented by and through its Managing Director **Hon. Edmund Forh Forh** (hereinafter known and referred to as "**NTA**") and **West Coast Logistics And Investment Company**, a registered Liberian-owned business with location at Sinkor, Tubman Boulevard, represented by and through its Chief Executive Officer (CEO) **Roland S. Paul**, (hereinafter known and referred to as "**Supplier**"), collectively NTA and Supplier are referred to as "**PARTIES**".

WITNESSETH

Whereas, NTA anticipates receipt of budgetary allocation from FY 2025 national budget for the exclusive purchase of assorted Spare Parts for the repair and maintenance of its fleet of mass transit buses to ease the transportation needs of the Liberian people, under the Infrastructure & Basic Services Sector;

RS **WHEREAS**, the NTA desires the services of a dealership firm which has the requisite competence and capacity to supply original and durable spare parts for its transit buses to repair more buses to immediately address the acute transportation stalemate;

WHEREAS, the Supplier, West Coast Logistics and Investment Company, an authorized distributor of TATA genuine parts, the sole manufacturer of NTA revenue buses, will provide the needed spare parts as required and specified on the NTA's Purchase Order, on an exclusive basis;

WHEREAS, the NTA accepts the Supply of spare parts from the Supplier consistent with the invoice received and the amount therein indicated; and

WHEREAS, the Parties have both agreed to work in synergy in achieving their mutual goals;

Now, Therefore, in consideration of the promises and the mutual obligations undertaken herein, the Parties, intending to be legally bound, hereby agree as follows.

Article 1: Award

That NTA hereby awards this contract to the Supplier (WEST COAST LOGISTICS AND INVESTMENT COMPANY) for the exclusive supply of assorted genuine Tata spare parts for its transit operations.

Article 2: Scope of Works, Quantity and Price

For the duration of this contract, the Supplier shall be responsible to supply the requested spare parts to NTA and shall be specified, quantified and priced as shown on invoice [attached].

m

Article 3: Contract Price

The Parties have mutually agreed that the total contract price is **Two Hundred Five Thousand Seven Hundred Two United States Dollars (US\$205,702.00)**. This total amount is inclusive of all handling and port charges, including insurance and sea freight (up to port of Monrovia);

Article 4: Mode of Supply and Payment Terms

The parties have agreed that the Supplier, upon receipt and signing of this contract, shall supply NTA the full quantity of spare parts commensurate with total dollar value as contained on invoice (Article 2), above and payment terms shall be as follows:

- **100% down payment of total amount contained on invoice (Two Hundred Five Thousand Seven Hundred Two United States Dollars (US\$205,702.00), through the Ministry of Finance & Development Planning (MFDP), upon receipt of the bill of lading (BOL) indicating full package and quantities of required goods.**

Article 5: Duration

This contract shall remain in effect for a period of Six (6) months, commencing the date of signing.

Article 6: Termination

It is herein agreed by the parties that either party shall have the right to terminate this contract with cause upon thirty-day written notice in advance to the other party.

Article 7: Warranty Terms

West Coast Logistics shall warrant each spare part sold by it to be free from material defects and defects in workmanship. The period of warranty shall be six (6) months from the date of the bill of lading. NTA shall notify West Coast Logistics representative, technician or authority of any damaged or malfunctioning part upon discovery within ten (10) working days. All of such complaints shall be verified and acknowledged by agents of the Supplier and said defective or malfunctioning part(s) be replaced within one (1) month from date of acknowledgement. For any replacement of parts by the Supplier requiring longer than one (1) month, West Coast Logistics shall provide NTA with notice stating the reasons for the delay and provide the expected timeframe for resolution. Any unnecessary and unaddressed delays by the Supplier in meeting its obligation under this Contract shall constitute a breach of this Contract. The obligation under this warranty shall be limited to replacing, free of charge, such parts as deemed to be defective in the opinion of the Parties and shall not extend to consequential losses. The replaced part shall become the property of West Coast Logistics.

Article 8: Force Majeure

In the event of force majeure, the Parties mutually agree that this Contract shall be suspended until such period of force majeure is abated and normal conditions are restored.

Force majeure is herein defined as natural disasters, acts of God, war, civil disturbances which shall hinder, delay or make impossible performance of this Contract. Whatever time is lost as a result of force majeure shall be added to the life of this contract, given that the NTA is promptly informed through documentary evidence of the force majeure circumstances.

Article 9: Arbitration

It is mutually agreed and understood by the Parties hereto that failing to find an amicable settlement, all disputes arising from this Agreement or related to it shall be finally settled in accordance with the arbitration rules of the Republic of Liberia.

Article 10: Binding Effects

The terms and conditions stated above constitute an agreement between the parties stated in the preamble. Hence, no statement, promises and inducements made by any other party or agent or any party that is not contained in this agreement shall be valid or binding. The terms and conditions herein contained shall also be binding upon the parties hereto, their heirs, administrators, executors, legal representatives, successors-in-business and assigns as though they were herein mentioned by names.

Article 11: Governing Law

This contract shall be governed by the laws of the Republic of Liberia.

Article 12: Entire Agreement

Ref This contract and the attachments hereto made, constitute the entire agreement between the parties relating to the subject matter and supersede any other oral statements, discussions, representations or agreements made by either party to the other.

Article 13: Taxes

The supplier shall be responsible for all taxes including port charges and other forms of payments due the Government of Liberia under this contract, except duties.

Article 14: Contract Modification or Extension

The parties agreed that this contract may be modified in whole or in part only with the written consent of both parties and under terms and conditions to be negotiated. Any such modification shall be duly executed as an addendum, and may be requested by either party.

37

IN WITNESS WHEREOF, the parties hereto have executed and acknowledged this instrument and affixed our names and signatures on this 24 day of April, A. D. 2025.

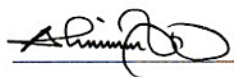
IN THE PRESENCE OF:

FOR THE NTA:


04/24/2025


04/24/25
Hon. Edmund Forh Forh
MANAGING DIRECTOR [NTA]

FOR THE SUPPLIER:


04-24-25
Archie Cooper


04/24/25
Mr. Roland S. Paul
Chief Executive Officer
West Coast Logistics & Investment Co.

