



**PURCHASE AGREEMENT**

**BETWEEN**

**SOLOMON ISLANDS NATIONAL UNIVERSITY**

**AND**

**GEN. A COMPANY LIMITED**

This Purchase Agreement is made at Honiara this 19th day of September 2023.

BETWEEN: **Solomon Islands National University** (the "Buyer") whose head office is located at Kukum Campus ("**SINU**")

AND: **Gen. A Company Limited** (the "Supplier"), whose head office is located at Kukum Highway, Honiara ("**Gen. A**")

Both of whom are herein referred to as the "Parties".

**WHEREAS:**

- A. Gen. A Company Limited was approved as the "Supplier" to Kitchen Equipment.
- B. The Solomon Islands National University agree to buy the Kitchen Equipment from Gen. A Company Limited at the approved price of SBD776, 925.00.
- C. The Solomon Islands National University and Gen. A Company Limited jointly agree to the terms and condition of the Agreement.

**IN CONSIDERATION OF THE CONTRACT** and agreements contained in this Purchase Agreement the parties to this Agreement agree as follows:

**1. Purchase of Goods.**

- 1.1. The Buyer will purchase from the Supplier Kitchen Equipment referred to "Equipment" in this agreement. The Equipment specification and quotation is provided in **Exhibit A**.

**2. Purchase Price.**

- 1.1. The price of the Equipment shall be specified in the Suppliers quotation as described in **Exhibit A**. The Buyer will pay to the supplier the sum of "**Seven hundred seventy-six thousand nine hundred twenty-five dollars**)" (776, 925.00) for the Equipment, paid by bank cheque according to clause 3.
- 1.2. The Purchase price shall be as specified in **Exhibit A**. Purchase price quoted do not include local logistics, clearance, GST, Sales Tax, or any other tax or duty.

### **3. Payment.**

- 3.1. Payment of the Purchase Price shall be made by the Buyer to Supplier as 100% upfront payment after signing of the Agreement and receipt of an Invoice.
- 3.2. The Supplier shall prepare and dispatch within 30 days from date of receipt of advance payment.

### **4. Supply and Delivery of Furniture.**

- 4.1. The Supplier on signing of this agreement, receipt of confirmed Purchase Order shall immediately make arrangement to supply the Equipment.
- 4.2. The Supplier shall provide the Buyer manual instructions in English to install the Equipment.

### **5. Warranties.**

- 5.1. The Supplier warrants to the Buyer that for a period of 1 year, the Equipment will conform with the Product's published specifications and furnished with the Equipment. This warranty shall be void if (1) the Equipment has been tampered with, modified, abused, neglected, or improperly used. (2) the Equipment has been damaged for reasons beyond Gen. A's control, such natural disasters, and (3) the defect in the Equipment is not reported to Gen. A's within the warranty period after discovery by Buyer. Buyer shall inspect Furniture within seven (5) days of receipt of same.
- 5.2. The Buyer has been given the opportunity to select the Equipment and the Buyer has accepted the Equipment condition. Further, the Supplier disclaims any warranty as to the condition of the Equipment.

### **6. Title.**

- 6.1. Title to the Equipment will remain with the supplier until full payment made by Buyer and delivery made to purchaser.

### **7. Security Interest.**

- 7.1. The Supplier retains a security interest in the Equipment until paid in accordance to clause 3.

### **8. Inspection.**

- 8.1. Inspection of the Equipment will be made by the Buyer at place of delivery to ensure Equipment in good condition as stated in the specification.

## **9. Claims and return of Furniture.**

- 9.1. The Buyer shall be responsible for inspecting the Equipment immediately to ensure that the Equipment are those ordered by the Buyer and that the Equipment are as stated in the specification. All claims must be submitted in writing within 5 days of receipt of goods by Buyer.
- 9.2. Failure to give notice of any claim within 5 days from the date of delivery will constitute an unqualified acceptance of the Goods and a waiver by the buyer of all claims with respect to the Goods.

## **10. Excuse for Delay or Failure to Perform**

- 10.1. Supplier will not be liable for delay or default in performance of this agreement for any causes beyond their control. If the Supplier, in its sole judgment, will be prevented directly or indirectly, on account of any cause beyond its control, from supplying the Equipment within three month after the date of this Agreement, then the Supplier will have the right to terminate this Agreement by notice in writing to the Buyer.

## **11. Remedies.**

- 11.1. The Buyer's exclusive remedy and the Supplier's limit of liability for any and all losses or damages of defective seats from any other cause will be for the delivery with respect to which losses or damages are claimed, and any transportation charges actually paid by the Buyer.

## **12. Cancellation.**

- 12.1. The Buyer reserves the right to cancel this Agreement;
  - a. If the Suppliers fails to supply Equipment on agreeable time with no Justification; and
  - c. If the Buyer deems that its prospect of payment is impaired.

## **13. Notices.**

- 13.1. Any notice to be given or document to be delivered to either the Supplier or buyer pursuant to this Agreement will be sufficient if delivered personally or sent by prepaid registered mail or by email to the address specified below. Any written notice or delivery of documents will have been given, made and received on the day of delivery if delivered personally, or on the third (3<sup>rd</sup>) consecutive business day next following the date of mailing if sent by prepaid registered mail:

For the purposes of clause 14.1:  
Notices to SINU shall be sent to:

Trevor Leban Honimae  
BICS Department  
SINU, P.O Box R113, Honiara, SI



Ph: +677 7869413  
Email: manager.bics@sinu.edu.sb

Notices to the Supplier shall be sent to:

Wei Yang  
Gen.A Company Limited  
Kukum Highway, Honiara  
Mobile: 7848888  
E-mail: gen.acompanylimited@gmail.com

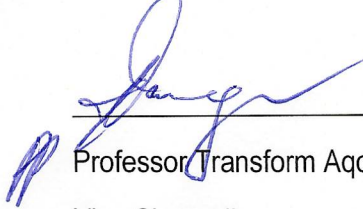
#### **14. General Provisions.**

- 14.1. Headings are inserted for the convenience only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 14.2. All representations and warranties of the Supplier contained in this Agreement will survive the closing of this Agreement.
- 14.3. The Buyer may not assign its right or delegate its performance under this Agreement without the prior written consent of the Supplier, and any attempted assignment or delegation without such consent will be void. An assignment would change the duty imposed by this Agreement, would increase the burden or chance of obtaining performance or payment.
- 14.4. This Agreement cannot be modified in the way except in writing signed by all the parties to this Agreement.
- 14.5. This Agreement will be governed by and construed in accordance with the laws of Solomon Islands.
- 14.6. This Agreement will inure to the benefit of and be binding upon the Supplier and the Buyer and their respective successors and assigns.
- 14.7. This Agreement may be executed in counterparts. Facsimile and electronic signatures are binding and are considered to be original signatures.
- 14.8. Time is of essence in this Agreement.
- 14.9. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. The Buyer acknowledges that it has not relied upon any representations of the Supplier as to prospective performance of the Goods, but has relied upon its own inspection and investigation of the subject matter.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures:

SIGNED on behalf of

SINU by

  
\_\_\_\_\_  
Professor Transform Aqorau

Vice Chancellor

SINU

Date:

20/09/2023

SIGNED on behalf of

GEN. A COMPANY LTD by

  
\_\_\_\_\_  
Wei Yang

Director

Director

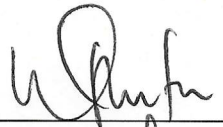
GEN. A COMPANY LTD

Date:

20/09/2023

Witnessed by:

Signed:

  
\_\_\_\_\_  
Name: Wendy Afu  
Title: CPO

Witnessed by:



Signed:

  
\_\_\_\_\_  
Joylyn Voretaru

Name:

Title: Sales officer

## Exhibit A: Equipment Specification and Price

Item No.	Image for reference	Name	Qty (pcs)	Specs	unit Price (SBD)	Amount (SBD)
4		Electric Oven 2 Decks 4 Trays	2	Dimension:1250*820*1300mm Chamber size: 870*630*225 mm Voltage : 220V/50Hz Power: 13.2 KW Tray Size: 400*600mm N.W.: 135 KG Temperature range:room temperature-300°C Packaging information : 1340*910*1400mm 155kg	9,800.00	19,600.00
5		Food steam machine(10 tray)	3	Voltage: 380 V Efficiency: 18 Capacity: 96kg/h Size: 1640*620*1235mm Weight: 100kg	18,200.00	54,600.00
6		Dough Mixer Machine	2	Voltage: 220v Power: 1.25kw Size: 470*570*820mm Weight: 76kg Capacity: 25L	8,050.00	16,100.00



7		Toaster machine	10	Power: 1.94KW Voltage: 220V Size: 418*368*387 mm weight: 16kg Capacity: 300~350 pieces per hour	4,550.00	45,500.00
9		Cold bain-marie	12	Power: 750kw Voltage: 220v Material: stainless steel Temp range: 2~8° Refrigeration: air-cooled Size: 1500*1180*1280mm	22,050.00	264,600.00
10		Hot Bain-marie	12	Power: 205kw Voltage: 220v Temperature control range: 30~110 degrees Material: Countertop and inner liner are made of thickened five times stainless steel.	6,650.00	79,800.00
13		Semi-automatic Slicer	2	Voltage: 220 Power consumption: 0.25kw Output: 36 rpm Size(mm): 520*470*460 Weight (kg): 30	8,050.00	16,100.00



14		Dish washing machine	2	Size:760*810*1500mm Voltage:220/380V Total power:10.5KW Main washing electric heating power:3kw Main washing pump power:0.75kw Rinsing pump power:0.3kw Rinsing electric heating power:6kw Maximum washing height:400mm Washing capacity:600-1000pcs/hour  60/40/30/frame/hour Water consumption: 180L/h Into the table:1100*756*865mm Output table:900*756*865mm Weight:150KG	52,500.00	105,000.00
18		ICE MAKING MACHINE	1	Remark:128/5*13 Voltage:220V/50HZ Power:360W	12,000.00	12,000.00

19		Electric Swing Multi-function Braising Pan	2	Dimension:1280*950*950mm Power: 12kW Voltage : 380V/50Hz Capacity:100L Thickness:14mm Weight:14mm Material: Stainless Steel 201	15,800.00	31,600.00
		Food commercial blender	5	Voltage: 220-240V ~ 50Hz Power:500W Size:359*91mm Stirring Diameter:35mm Stirring Length:500mm weight:3.5kg angular velocity:2000~16000rpm	3,605.00	18,025.00
41		Operation desk	12	size:1800*800*800 Stainless steel Temperature range:5 ~(-5)degrees Voltage: 220V~240V	9,500.00	114,000.00
<b>TOTALS</b>						<b>776,925.00</b>