



PURCHASE AGREEMENT

BETWEEN

SOLOMON ISLANDS NATIONAL UNIVERSITY

AND

LIBERTY HOLDINGS LIMITED

This Purchase Agreement is made at Honiara this 4th day of October 2023.

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

AND: **Liberty Holdings Limited T/A Bulkshop** (the "Supplier"), whose head office is located at Ranadi Industrial Area, Honiara ("**LHL**")

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

WHEREAS:

- A. Liberty Holdings Limited was approved as the "Supplier" to supply Food Ration and Supplies for Solomon Islands National University.
- B. The Solomon Islands National University agree to buy the Food Ration and Supplies from Liberty Holdings Limited at the approved price of SBD607, 897.95.
- C. The Solomon Islands National University and LHL 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 Food Ration and Supplies referred to "Goods" in this agreement. The Goods specification is provided in **Exhibit A**.

2. Purchase Price.

- 1.1. The price of the Goods shall be specified in the Suppliers quotation and as described in **Exhibit A**. The Buyer will pay to the supplier the sum of "**Six hundred seven thousand eight hundred ninety-seven dollars ninety-five cents**" (SBD607, 897.95) for the Goods, paid by bank transfer 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.

- 3.2. The Supplier shall prepare and dispatch the goods within 30 days from date of receipt of advance payment.

4. Supply and Delivery of Goods.

- 4.1. The Supplier on signing of this agreement, receipt of confirmed Purchase Order or payment shall immediately make arrangement to supply the Goods on the agreeable date(s).
- 4.2. The agreeable date(s) will be mutually agreed and to be prior to the Pacific Games 2023 contingent arrival in Honiara on November 2023.

5. Conformity of Goods

- 5.1. The Buyer shall have the right to reject any Goods that do not conform to the quality, specifications and requirements provided by Supplier, and acknowledged by Buyer, by notifying Supplier in writing within five (2) days after Buyer received the Goods.
- 5.2. In the event the Buyer does not notify Supplier that it has rejected a Good within five (2) days after Supplier received the Goods, then the Goods will be presumed and deemed to be acceptable by Buyer.

6. Title.

- 6.1. Title to the Goods will remain with the supplier until delivery made by Buyer to Purchaser.

7. Security Interest.

- 7.1. The Supplier retains a security interest in the Goods until delivered in accordance to clause 4.

8. Inspection.

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

9. Claims and return of Goods.

- 9.1. The Buyer shall be responsible for inspecting the Goods immediately to ensure that the Goods are those ordered by the Buyer and that the Goods are as stated in the specification. All claims must be submitted in writing within 2 days of receipt of goods by Buyer.
- 9.2. Failure to give notice of any claim within 2 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 Goods by 30 days 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 Goods 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 (3rd) 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:

Genevieve Tomani
Liberty Holdings Ltd T/A Bulkshop
P.O Box 1619
Ranadi, Honiara
Mobile: +677 44636
genevieve.tomani@bulksolomons.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

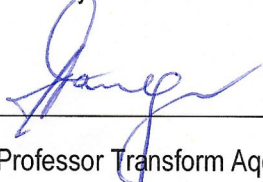
include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

- 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:

4/10/2023

SIGNED on behalf of

~~SULLIVANS (SI) LTD~~ by

LIBERTY HOLDING TA BULKSHOP

Neil Constantine

Director

Sullivans

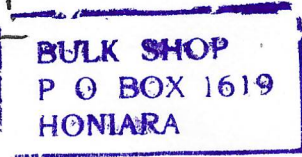
Genevieve Tomani

Sales Admin

BulkShop.

Date:

4/10/2023.


BULK SHOP
P O BOX 1619
HONIARA

Witnessed by:

Signed:

Name:

Title:



Wendy Afu
CPO

Witnessed by:

Signed:

Name:

Title:

A handwritten signature in black ink, appearing to read "Ed. Holara".

Edward J Holara

Accounts officer

Exhibit A: Goods List

Refer to quote number 21619671 attach

**LIBERTY HOLDINGS LIMITED T/AS BULKSHOP**

P.O. Box 1619
Ranadi Industrial Area
Honiara, Solomon Islands
www.bulksolomons.com
Phone: +677- 44636 Fax: +677- 39006

QUOTATION

** Reprint **

Quote Date: 13-SEP-23
Quote No: 21619671

Quote To:

SI NATIONAL UNIVERSITY
Kukum Highway
Honiara
Solomon Islands
Finance Dept: 30877
www.sinu.edu.sb

Phone: 677 30170/7489889
Fax: 677

| Account | Order Ref | Terr | Whse | Rep | Our Order No | Valid until |
|---------|-----------|------|------|-----|--------------|-------------|
| SINU | SPG QUOTE | 10 | RAN1 | TS | 21619671 | 13-OCT-23 |

| Item Code | Item Description | Quantity | UOM | Item Price | Line Total |
|---------------------|--------------------------------|----------|------|------------|------------|
| MPCHCS1 | DF CHICKEN SAVELOYS 40X500G | 15.00 | CTN | 2.06 | 9,888.00 |
| | RED 8PCS*PER TRAY | | | | |
| MPCHCUTS8I | CHICKEN CUTS 8X2KG | 20.00 | CTN | 72.00 | 11,520.00 |
| | ASSORTED / MIXED | | | | |
| MPDCBA1KG | DANDY ECONOMY BACON 20X1KG | 10.00 | CTN | 59.00 | 11,800.00 |
| MPFRE10EGG | FRESH EGG 1X10 | 200.00 | PKT | 3.90 | 7,800.00 |
| | | | | | |
| 18120 | NZ APPLES 120 COUNT 18KG | 150.00 | CT18 | 3.21 | 57,780.00 |
| 70046 | F&V PEAR PACKHAM-GREEN | 140.00 | CT15 | 33.00 | 69,300.00 |
| 70029 | F&V ORANGE | 140.00 | CT19 | 31.00 | 82,460.00 |
| SNADNAVY72 | DELITE NAVY BISCUIT 72X50G | 20.00 | CTN | 1.83 | 2,635.20 |
| SNADBUTR60 | DELITE BUTTER BISCUIT 60X55G | 24.00 | CTN | 1.52 | 2,188.80 |
| SNADCOCO60 | DELITE COCONUT BISCUIT 60X55G | 24.00 | CTN | 2.03 | 2,923.20 |
| CATUNWF380 | SOLTUNA WHITE FLAKES 24X400G | 10.00 | CTN | 21.00 | 5,040.00 |
| CATUNSP180 | SOLTUNA SPECIAL TUNA 48 X 160G | 5.00 | CTN | 12.50 | 3,000.00 |
| CATUNSW170 | SOLTUNA SANDWICH TUNA 48X160G | 5.00 | CTN | 11.00 | 2,640.00 |
| CACBOXP340 | OX & PALM CORNED BEEF 24X320G | 4.00 | CTN | 41.00 | 3,936.00 |
| FRSSISUN20LB | SOLRICE ISLAND SUN 20LB | 162.00 | BAG | 87.00 | 14,094.00 |
| FRSRIBASM | RICE SUPER BASMATI 4X5KG DNA | 20.00 | EA | 160.00 | 3,200.00 |
| | AROMATIC EXTRA LONG GRAIN | | | | |
| SAUPROSTS420G | WW SPAG IN TOMATO SAUCE 420G | 10.00 | CTN | 11.00 | 1,320.00 |
| | SPAGETTI 12X420G | | | | |
| NOOPROSRS#550 OG | SAN REMO SPAGHETTI #5 20X500G | 6.00 | CTN | 13.00 | 1,560.00 |
| SAUPROSBBS420 G | WW BAKED BEANS IN TOM SAUCE | 60.00 | EA | 11.00 | 660.00 |
| | 24X420G | | | | |
| DAMIAN300G | ANCHOR MILK POWDER 300G TIN | 515.00 | EA | 40.50 | 20,857.50 |
| | 24X300G | | | | |
| FRSNZCHE20 | NZ CHELSEA SUGAR 20X500G | 18.00 | BALE | 7.50 | 2,700.00 |
| DRMILO24X450 | MILO TIN 24 X 450G | 5.00 | CTN | 55.00 | 6,600.00 |
| DACOSOFT12 | COUNTRY SOFT SPREAD 12X1KG | 20.00 | CTN | 36.00 | 8,640.00 |
| DAMEASP500 | MEADOWLEA SPREAD 18 X 500G | 2.00 | CTN | 17.00 | 612.00 |
| SNAFSJOR450 | FIVE STAR JAM 450G ORANGE 12 | 20.00 | CTN | 12.80 | 3,072.00 |
| | MARMALADE | | | | |
| NUTTY1 | NUTTY PEANUT BUTTER CREAM 340G | 30.00 | CTN | 11.50 | 4,140.00 |
| | 12X340G | | | | |
| SNAPROHBM770G | ESS / HB MAYONNAISE 8X770G | 10.00 | CTN | 25.30 | 2,024.00 |
| DRIPROESSIC90G | WW COFFEE INSTANT GRANUL JAR | 6.00 | CTN | 60.00 | 2,160.00 |
| | 6X200G | | | | |
| DRCNOGD12 | NESCAFE GOLD RICH 6X100G | 8.00 | CTN | 81.00 | 3,888.00 |
| FBEVIUMI100S | IUMI BLACK TEA 12X100X2G | 150.00 | PKT | 0.26 | 3,900.00 |

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P.O. Box 1619

Ranadi Industrial Area

Honiara, Solomon Islands

www.bulksolomons.com

Phone: +677- 44636 Fax: +677- 39006

QUOTATION

** Reprint **

Quote Date: 13-SEP-23

Quote No: 21619671

| Account | Order Ref | Terr | Whse | Rep | Our Order No | Valid until |
|---------|-----------|------|------|-----|--------------|-------------|
| SINU | SPG QUOTE | 10 | RAN1 | TS | 21619671 | 13-OCT-23 |

| Item Code | Item Description | Quantity | UOM | Item Price | Line Total |
|-----------------|--|----------|-----|------------|------------|
| DRUNILIP100 | LIPTON TEA YELLOW 36X100X2G | 50.00 | EA | 39.58 | 1,979.00 |
| Charges | IUMI GREEN TEA 25X36X1.5G TBAGS \$16.50 | 1.00 | | 990.00 | 990.00 |
| | IUMI GREEN TEA 25X36X1.5G TBAGS \$16.50 | | | | |
| FBEVIUMI100S | IUMI BLACK TEA 12X100X2G | 15.00 | PKT | 0.26 | 390.00 |
| | PORTIONS | | | | |
| 119797 | ANCHOR SALTED BUTTER 144X7G | 6,000.00 | EA | 1.30 | 7,800.00 |
| | CREAMERY MINIDISH | | | | |
| Charges | PORTION JAM \$1.60 / EA | 1.00 | | 8,000.00 | 8,000.00 |
| | PORTION JAM \$1.60 / EA | | | | |
| DAMIANCR1L | ANCHOR UHT MILK REGULAR 12X1L | 40.00 | CTN | 15.80 | 7,584.00 |
| DAMIANSK1L | ANCHOR UHT MILK SKIM 12X1L | 30.00 | CTN | 15.80 | 5,688.00 |
| DAMISGRE1L | SO GOOD-REGULAR UHT 12X1L | 30.00 | CTN | 17.60 | 6,336.00 |
| DAMISGAM1L | SO GOOD ALMOND ORIGINAL 12X1L | 30.00 | CTN | 20.40 | 7,344.00 |
| DAWHIPCR12 | ANCHOR UHT WHIPPING CREAM 12X1L | 8.00 | CTN | 75.00 | 7,200.00 |
| DAMIANCR1L | ANCHOR UHT MILK REGULAR 12X1L | 30.00 | CTN | 15.80 | 5,688.00 |
| 76897 | WW APRICOT IN SYRUP 12X415G | 200.00 | CTN | 14.50 | 34,800.00 |
| Charges | OAK PEAR HALVES SYRUP 24X410G 13 X2688 \$20.80 | 1.00 | | 55,910.40 | 55,910.40 |
| | OAK PEAR HALVES SYRUP 24X410G 13 X2688 \$20.80 | | | | |
| 20049 | SULTANAS 12.5KG | 120.00 | KG | 35.00 | 4,200.00 |
| FCERKESO300G | KELLOGS SPECIAL ORIGINAL 300G | 200.00 | EA | 55.00 | 11,000.00 |
| | GRAIN BASED PROTEIN | | | | |
| CERPROKC380G | KELLOGG CORN FLAKES 10X450G | 300.00 | EA | 39.00 | 11,700.00 |
| CERWEET375 | WEETBIX 24X375G | 400.00 | EA | 19.00 | 7,600.00 |
| 858631 | WW GS ANTIOXIDANT FRUIT CEREAL 10X400G | 18.00 | CTN | 36.00 | 6,480.00 |
| Charges | WW CACOA CRANBERRY GRANOLA 6X500G \$51 x 150 pkt | 1.00 | | 7,650.00 | 7,650.00 |
| | WW CACOA CRANBERRY GRANOLA 6X500G \$51 x 150 pkt | | | | |
| CERPROHBRO750G | HB ROLLED OATS 13X750G | 220.00 | EA | 18.00 | 3,960.00 |
| 854624 | WW MEUSLI TOASTED TROP 650G | 200.00 | EA | 37.00 | 7,400.00 |
| NOOHCFTCNN12 | SAN REMO FETTUCINE NO.12 500G | 50.00 | EA | 14.00 | 700.00 |
| NOOCOMCOP02 | SAN REMO PENNE NO.18 12X500G | 50.00 | EA | 14.00 | 700.00 |
| PRANB8 | PRAN BISK CLUB BAKE PEANUT COOKIES 12X165GM | 20.00 | CTN | 6.25 | 1,500.00 |
| CANPROHBCM400ML | ESS COCONUT MILK 12X400ML | 5.00 | CTN | 10.50 | 630.00 |
| OILJERSY20LTR | JERSEY COOKING OIL 20L | 10.00 | JER | 15.18 | 3,036.00 |
| 12061 | BEEF BOOSTER 8KG BUCKET | 2.00 | BUC | 67.50 | 1,080.00 |
| 12060 | CHICKEN BOOSTER 8KG BUCKET | 4.00 | BUC | 55.00 | 1,760.00 |
| SAUDAR625 | MUSHROOM SOY SAUCE 12X625ML | 4.00 | CTN | 9.90 | 475.20 |
| SAUSUP625 | DESLY LIGHT SOY SAUCE 12X625ML | 6.00 | CTN | 9.50 | 684.00 |
| | DELICIOUS | | | | |
| 90002 | CORNFLOUR 1X25KG | 3.00 | BAG | 18.75 | 1,406.25 |
| SAUSCSSHOT12 | MW SAUCE SRIRACHA CHILLI 450ML | 4.00 | CTN | 24.00 | 1,152.00 |
| | STRONG HOT | | | | |
| SAUMWCH1 | MW SAUCE SWEET CHILLI 12X700ML | 6.00 | EA | 23.00 | 138.00 |
| | FOR CHICKEN | | | | |
| SAUDESOS02 | DESLY OYSTER SAUCE 15X500G | 6.00 | EA | 15.50 | 93.00 |
| SAUPROSSTS500ML | WW SAUCE TOMATO SQ 12X500ML | 4.00 | CTN | 13.00 | 624.00 |

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** Reprint **

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|---------|-----------|------|------|-----|--------------|-------------|
| SINU | SPG QUOTE | 10 | RAN1 | TS | 21619671 | 13-OCT-23 |

| Item Code | Item Description | Quantity | UOM | Item Price | Line Total |
|------------------|--|----------|------|------------|------------|
| 13090 | F&V CARROT A GRADE 20KG | 4.00 | BG20 | 19.50 | 1,560.00 |
| 13075 | F&V ONION BROWN 20KG (A GRADE) | 10.00 | BALE | 11.50 | 2,300.00 |
| 13078 | F&V ONION RED | 48.00 | KG | 40.00 | 1,920.00 |
| SAUPROSBQ500 ML | WW BBQ SAUCE 12X500ML | 4.00 | CTN | 13.00 | 624.00 |
| SPIMICU100 | MILD CURRY POWDER 80G RPK | 24.00 | EA | 10.00 | 240.00 |
| 90000 | FAMA GOLD BAKERS FLOUR 25KG | 10.00 | BAG | 10.40 | 2,600.00 |
| SPIWHIEG100 | WHITE PEPPER GROUND 80G RPK | 20.00 | EA | 28.00 | 560.00 |
| FRSEZYSAL1 | EZY COOK SALT 20X1KG | 2.00 | CTN | 4.00 | 160.00 |
| Charges | GH 3 WAY MIXED VEGETABLES 250G \$286 X 4 CTN | 1.00 | | 1,144.00 | 1,144.00 |
| | GH 3 WAY MIXED VEGETABLES 250G \$286 X 4 CTN | | | | |
| CANPROHBCC400 ML | ESS COCONUT CREAM 12X400ML | 4.00 | CTN | 13.00 | 624.00 |
| SPIBLPEW100 | BLACK PEPPER WHOLE 100G RPK | 200.00 | EA | 12.00 | 2,400.00 |
| CANWWTDN400G | WW NAS TOMATO DICED 12X400G | 6.00 | EA | 10.70 | 64.20 |
| | 770320 | | | | |
| SAUPROHBTP500G | ESS PASTE TOMATO 12X500G | 4.00 | CTN | 16.50 | 792.00 |
| NOOCOMCOP02 | SAN REMO PENNE NO.18 12X500G | 4.00 | CTN | 14.00 | 672.00 |
| FGARMAS100 | GARAM MASALA 100G RPK | 48.00 | EA | 15.00 | 720.00 |
| CANWWTPIN400 | WW TOMATO PEEL ITALIAN 12X400G | 6.00 | CTN | 9.00 | 648.00 |
| OIOLIV1L | OLIVE OIL EXTRA VIRGIN 12X1L | 4.00 | CTN | 100.00 | 4,800.00 |
| | ITALY/SPAIN | | | | |
| 13002 | F&V GARLIC WHOLE 10KG | 2.00 | CT10 | 31.04 | 620.80 |
| SAUDEKABC03 | ABC KECAP SOY SAUCE 12X600ML | 3.00 | CTN | 39.00 | 1,404.00 |
| SPIPAPO100 | PAPRIKA POWDER 80G RPK | 40.00 | EA | 13.00 | 520.00 |
| SPISTAN100 | STAR ANISE 100G RPK | 20.00 | EA | 38.00 | 760.00 |
| SPICOG1KG | CORIANDER WHOLE 100G RPK | 60.00 | EA | 10.00 | 600.00 |
| SPICHFL100 | CHILLI FLAKES 75G RPK | 30.00 | EA | 16.00 | 480.00 |
| SPIBLPEW100 | BLACK PEPPER WHOLE 100G RPK | 20.00 | EA | 12.00 | 240.00 |
| SPIFRON100 | FRENCH ONION 100G RPK | 20.00 | EA | 10.00 | 200.00 |
| SPIGAPO100 | GARLIC POWDER 100G RPK | 40.00 | EA | 9.50 | 380.00 |
| SPIBALE50G | BAY LEAVES 50G RPK | 20.00 | EA | 10.00 | 200.00 |
| SPIMISP100 | MIXED SPICE 75G RPK | 20.00 | EA | 12.00 | 240.00 |
| SPIROSEM100 | ROSEMARY LEAVES 100G RPK | 20.00 | EA | 11.00 | 220.00 |
| SPITUME100 | TUMERIC 100G RPK | 20.00 | EA | 11.00 | 220.00 |
| FGARMAS100 | GARAM MASALA 100G RPK | 20.00 | EA | 15.00 | 300.00 |
| SPICUSE100 | CUMIN SEED 100G RPK | 20.00 | EA | 18.00 | 360.00 |
| OILGOLSES12 | GOLDEN COCK SESAME OIL | 2.00 | CTN | 69.50 | 1,668.00 |
| | 12 X 630ML | | | | |
| | CLEANING | | | | |
| CMMORTL&K | MORTEIN L&K 12X350G | 2.00 | CTN | 53.50 | 1,284.00 |
| 06635 | DISH DETERGENT CLEAR CLEAN 19z | 10.00 | CTN | 12.30 | 1,476.00 |
| | 12X19 OZ | | | | |
| NDPLACCW05 | ACC CLING WRAP 45MX150M 6/ctn | 3.00 | CTN | 54.00 | 972.00 |
| NDFOACCFoil4 | ACC ALUMINUM FOIL 30X150M | 3.00 | CTN | 96.00 | 1,728.00 |
| | 6/ctn | | | | |
| DISORCHIDTP | ORCHID TOILET PAPER 10X10 | 1.00 | BALE | 3.55 | 355.00 |
| | 10 ROLLS X 10 SLEEVES | | | | |
| SVFRT100X6N1PN | PREMIER APPLE SERVIETTE-WHITE | 2.00 | CTN | 5.50 | 660.00 |
| | 6PKT X 100G | | | | |
| DIPRETIS100 | PREMIER FACIAL TISSUE 100 | 2.00 | CTN | 9.50 | 1,216.00 |

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