



PURCHASE AGREEMENT

BETWEEN

SOLOMON ISLANDS NATIONAL UNIVERSITY

AND

YIM TOY LEONG LIMITED

This Purchase Agreement is made at Honiara this 04 day of OCTOBER 2023.

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

AND: **Yim Toy Leong Limited** (the "Supplier"), whose head office is located at Chinatown, Honiara ("**YTL**")

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

WHEREAS:

- A. Yim Toy Leong 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 Yim Toy Leong Limited at the approved price of SBD596, 230.00.
- C. The Solomon Islands National University and Yim Toy Leong 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 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 "**Five hundred ninety-six thousand two hundred thirty dollars**" (SBD596, 230.00) 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
Yim Toy Leong Limited
P.O Box 41
Honiara
Mobile: +677 2001/20040

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

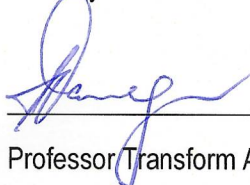
include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

- 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:

04/10/2023

SIGNED on behalf of

YIM TOY LEONG LTD by

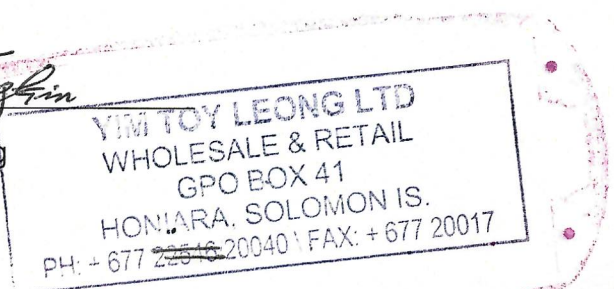

Sing Gin Wong

Director

YTL


Date:

04-10-2023



Witnessed by:

Signed:


Name: Wendy Afu

Title:



Witnessed by:

Signed:


Name: Helen Keina

Title:

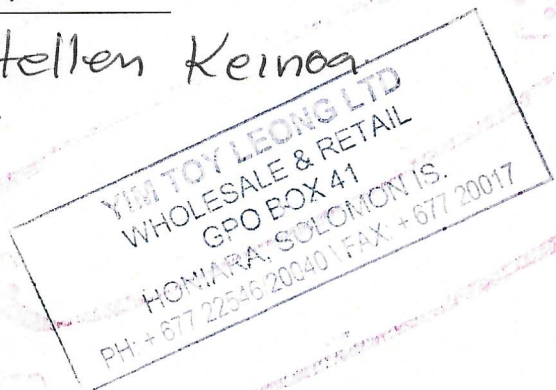


Exhibit A: Goods List

No.	Goods Description	Specification	Quantity	UOM	Unit Price (SBD)	Total (SBD)
1	Chicken -Whole	10 x 1.3kg	100	CTN	\$726/Ctn	\$72,600.00
2	Butter	600 x 8g	25,000	PCS	\$1.80/Pcs	\$45,000
3	Portion cheese	60 x 5g	10,000	PCS	\$7.50/Pcs	\$75,000.00
4	Disposal Hand Glove	10 x 100's	5	CTN	\$1,245.00/Ctn	\$6,225.00
5	Natural Yogurt	8 x 160ml	6,000	PCS	\$21.63/Pcs	\$129,780.00
6	Disposal Hair Net	20 x 100's	5	CTN	\$725.00/Ctn	\$3,625.00
7	Eggs	1 x 180's	400	CTN	660.00/Ctn	\$264,000.00
Total (SBD)						\$596,230.00

Handwritten signature/initials