



Solar Taxi

PMB,6 Naa Asia RD, Accra

0302-962256

www.solartaxi.co

CAR SALE AGREEMENT (SUV EB-HS-3XE)

BETWEEN

SOLARTAXI LIMITED

AND

.....



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0302-962256

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THIS CAR SALE AGREEMENT ("the Agreement") is made theday of....., 2020

BETWEEN

Solar Taxi Limited, a limited liability company registered under the laws of Ghana with registered address at No.6 Naa Asia Road, Laterbiokorshie, Accra and acting through its Chief Executive Officer Jorge Appiah, (hereinafter referred to as "the Seller" which expression shall, where the context so admits or requires, include his or her successors in title and assigns) OF THE FIRST PART

AND

....., (hereinafter referred to as "the Buyer" which expression shall, where the context so admits or requires, include his successors in title and assigns) OF THE SECOND PART

also referred to distinctly and individually as "the Party" and jointly and indistinctly as the "the Parties",

WHEREAS

- A. The Seller is a business entity engaged in the general business of designing, assembling, rent, manufacture, import and sale of solar and electronic vehicles;
- B. The Seller warrants that it has the means to design, import parts and assemble solar powered electric vehicles for sale (hereinafter referred to as "the Vehicle");
- C. The Buyer is
- D. The Buyer has agreed to purchase solar powered electric car (s) from the Seller;
- E. The Buyer has requested and the Seller has agreed to sell the Vehicle pursuant to the representations under the terms and conditions herein;

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

a. Definitions

Unless the context otherwise requires or unless otherwise defined in this Agreement, words and expressions defined in the loan agreement shall have the same meaning when used in this Agreement. In addition, the following expressions shall, unless the context otherwise requires, have the following meaning(s):

"Buyer" means the person or company buying the Vehicle

"Business Day" means any normal working day, not being a Saturday, Sunday or national holiday, in Ghana;



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“Confirmation of Acceptance” means the Sellers confirmation that the buyers order has been accepted and a binding agreement has been formed for the design and assembling of solar powered vehicle(s). confirmation may be verbal or written.

“Force Majeure Event” means a covid-19 emergency, a viral or bacterial pandemic, fire, storm, flood, earthquake, explosion, insurrection, war hostilities, strike, industrial action, action by supra-national authority, or any other event outside the control of the relevant Party;

“Payment Method” refers to the method of payment agreed by both Parties as set out in Clause 6;

“Performance” means the delivery of solar powered electric vehicle (s);

“Place of Delivery” means No.6 Naa Asia Road, Laterbiokorshie, Accra;

“Price” refers to the total agreed price of the Vehicle explained in Clause 6;

“Purchase Order” means the document provided by the Buyer, which sets forth the time, place, quantity and other service requirements for the Seller to begin the procurement, design and assembling of solar powered electronic cars. Each Purchase Order shall become effective and binding upon its signature by duly authorized representatives of the Parties

“Vehicle” means solar powered electric vehicle as described in clause 21;

“Right” means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary.

“Seller” means Solar Taxi Limited

“Vehicle” means the solar car described in clause 22

b. Interpretation

It is agreed that in this Agreement

- i. the singular shall include the plural and vice versa;
- ii. a reference to any one gender, whether masculine, feminine or neuter, includes the other two;
- iii. a reference to a person includes, without being limited to, an individual, body corporate, unincorporated association, or other entity recognised under any law as having a separate legal existence or personality;



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- iv. where a number is expressed as a number followed by a description of that number in words, in the event of a conflict between the numbers and the words, the words shall prevail;
- v. reference to a statutory provision includes a subordinate legislation made from time to time under that provision and references to a statutory provision include that provision as from time to time modified or re-enacted as far as such modification or re-enactment applies, or is capable of applying, to this Agreement or any transaction entered into in accordance with this Agreement;
- vi. references in this Agreement to clauses and schedules are to clauses of and schedules to this Agreement;
- vii. a word or expression defined in any clause shall, unless the application of the word or expression is specifically limited to the clause in question, bear the meaning ascribed to the word or expression throughout this Agreement;
- viii. no rule of construction shall be applied to the disadvantage of a Party to this Agreement because that Party was responsible for or participated in the preparation of this Agreement or any part of it;
- ix. unless otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day; and
- x. all the headings and sub-headings in this Agreement are for convenience only and are not to be taken into account for the purposes of interpreting it.

2. COMMENCEMENT AND DURATION

This Agreement shall commence on the day of signing and shall continue thereafter until the delivery of the Vehicle(s).

3. OBLIGATIONS OF THE BUYER

The Buyer

- a. Shall sign this Agreement with the Seller to enable the effective and efficient performance of this Agreement;
- b. Shall be responsible to ensure that all details provided are accurate
- c. Shall pay the agreed upon purchase price in accordance with Clause 6 of this Agreement.
- d. Warrants that he/she has viewed the Vehicle at the Seller's address and accepts the Vehicle in its current state as seen at the viewing.
- e. Warrants that he/she is fully aware of the Vehicle's history and any current faults of the Vehicle.
- f. Warrants that at no point provide competitors with data from this Agreement or any other party for that matter in this Agreement.



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4. OBLIGATIONS OF THE SELLER

- a. The Seller shall deliver to the Buyer the Vehicle within the scheduled time upon Seller's confirmation of acceptance;
- b. The Seller shall ensure that all Vehicles purchased by the Buyer meets the Buyer's description and quality per the purchase order filled out by Buyer;
- c. The Seller shall provide a five (5) year warranty for battery and 3 years for the whole car;
- d. The Seller warrants that it is the true owner of the Vehicle and that the Vehicle has not to the best of the Seller's knowledge and belief been stolen and no other circumstances exist of which the Seller is aware which could reasonably affect the Seller's good title to the Vehicle;
- e. The Seller is the full owner of the Vehicle and has sole authority to sell the Vehicle to the Buyer;
- f. The Seller warrants that there is no outstanding finance, residual, or debt of any kind attributed to the Vehicle.
- g. The Seller warrants that the Vehicle has a full-service history and any/all accidents have been made fully known to the Buyer.
- h. The Seller has made the Buyer fully aware of any current faults of which he is reasonably aware with the Vehicle and that there are no deliberate hidden faults on the Vehicle.
- i. The Seller will provide the Buyer with all necessary paperwork and documentation relating to ownership of the Vehicle upon payment of the cost of the Vehicle.
- j. The Seller will transfer title to the Buyer once payment for purchase of the vehicle has cleared;
- k. The Seller is not liable for subsequent faults, normal wear and tear, or defects of unless those defects were deliberately hidden or if a guarantee is offered by the Buyer to the Seller otherwise.

5. GENERAL CONDITIONS OF SALE

- a. The Buyer can choose the colour of the car and select any other customizations options provided by Seller.
- b. The Buyer may opt for the Seller to license and insure the car for the client at an extra cost depending on the rates given by DVLA and the insurance company.
- c. The Buyer may at any time before acceptance reject the Vehicle if it is not in accordance with the contract
- d. The Buyer shall not be entitled to, after acceptance, to reject the Vehicle(s) or reject any part of the Vehicle even if they are not in accordance with the contract.
- e. Delivery of the Vehicle(s) by Seller and its/their acceptance by the Buyer shall be conclusive evidence of the Buyer's acceptance of the conditions herein.



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6. PAYMENT

a. The cost for the Vehicle(s) shall be as follows:

- **SUV EB-HS-3XE** - GH¢200,000.00

b. The total purchase price may be made in full or paid as follows

- Down-payment:
- Remaining balance due 14 days to delivery of vehicle to buyer:

Payments can be made via cash, money order, or with a prior-approval cheque made out to seller.

c. Buyer may make an initial deposit of ranging from 20%- 70% as commitment fee for design, and assembly of the car and pay the remainder upon completion.

d. There shall be a correlation between the delivery days and the initial deposit made in accordance with the below table with respect to pre-order:

PERCENTAGE	DELIVERY DAYS
20%	50
30%	40
50%	30
70%	21

7. CANCELLATION OF PURCHASE ORDER

- Purchase Orders may be filled out via solar taxi website (www.solartaxi.co) or filled out at the office of Seller.
- Cancellation of a purchase order can only be done by filing the cancellation form supplied by Owner via email or at the offices of the Owner at No.6 Naa Asia Rd, Laterbiokorshie, Accra.
- Cancellations by buyer before date of delivery will attract a fee of 10% of the cost of Vehicle.
- Cancellations by buyer of customised Vehicle shall attract 30% of the cost of Vehicle.

8. DEFAULT OF PAYMENT



- a. If the Buyer defaults in the payment to the Seller, or fails to comply with any terms, the Seller shall in addition to any other rights it may reserve, immediately terminate the delivery of the Vehicle or any remaining Vehicle to the client and charge interest on the outstanding amount at the prevailing commercial bank rate.
- b. The Parties agree that the Seller shall, if it elects to do so, suspend or cease delivery to the Buyer until such time that arrangements are made to settle its indebtedness.

9. METHOD AND VEHICLE(S) DELIVERY

Delivery shall be made only on business days. The parties agree that the Vehicle shall be delivered by the Seller at the place of delivery. Any delivery outside the agreed place shall attract extra charges.

10. WARRANTIES AND UNDERTAKINGS

- a. Both Parties hereby state that they are willing and legally able to enter into, and perform the obligations under this Agreement in the spirit of good faith, fairness, and equity.
- b. Both Parties hereto warrant that the statements made herein are true and correct.
- c. The Seller hereby warrants that it is lawfully entitled to enter into this agreement.
- d. The Buyer warrants that it is lawfully entitled to enter into this Agreement.
- e. The Seller warrants that there is no outstanding finance, residual, or debt of any kind attributed to the Vehicle.

11. CONFIDENTIALITY OF THE AGREEMENT

- a. Each of the Parties hereby undertakes to do all things reasonably within its power, which are necessary or desirable to give effect to the spirit and intent of this Agreement.
- b. The Parties undertake to keep all information relating to this Agreement strictly confidential and not to disclose such information to any third party without the prior written consent of the other Party except any disclosures the Parties may necessarily have to make in fulfilment of their statutory obligations to any authority or statutory or governmental agency.
- c. Each Party shall at all times keep confidential, and shall not use, any confidential information unless;
 - i. publicly available or becomes publicly available otherwise than as a result of a breach of this clause;
 - ii. disclosed to that Party by a third party which did not acquire the information under an obligation of confidentiality;
 - iii. required to be disclosed by any law (including any order of a court of competent jurisdiction) or regulatory body; or
 - iv. requested by any financier in connection with any financing or investment or potential financing or investment provided that any such Party shall first have



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agreed to keep all information relating to this Agreement provided to it confidential such that any such information may be disclosed by any such Party or to its professional advisers for the purposes of any such financing or investment or potential financing or investment; and

- v. disclosures the Parties may necessarily have to make in fulfilment of their statutory obligations to any authority or statutory or governmental agency.

- d. The restrictions in this Clause shall become effective on the effective date and shall not apply to information or knowledge which has in its entirety become public knowledge otherwise than through any unauthorized disclosure or other breach by either Party.

12. NON-ASSIGNMENT

The rights and obligations of the Parties to this Agreement are personal to the Parties and shall not be assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party whose consent shall not be unreasonably withheld or delayed.

13. ENTIRE AGREEMENT AND NATURE OF AGREEMENT

- a. This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all previous agreements, understandings and undertakings in such respect. This Agreement cannot be changed except by written agreement between the Parties.
- b. The Parties expressly agree and acknowledge that the rights granted by this Agreement to the Buyer are non-exclusive rights and consequently other Buyers may be granted similar rights by the client.

14. SEVERABILITY

If any provision of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable, the remainder of such provision or part of this Agreement shall be interpreted so as best to effect the intent of the Parties.

15. DISPUTE RESOLUTION

Any dispute arising from this Agreement that cannot be resolved amicably between the Parties within thirty (30) days after its occurrence shall be referred for resolution through mediation by the parties under the Alternative Dispute Resolution Act, 2010 (Act 798) of Ghana. Should the mediation fail, in whole or in part, the parties may submit the dispute for resolution by a court of competent jurisdiction.

16. INDEMNIFICATION

Each Party agrees to hold the other indemnified against all losses, damages, costs and expenses that the other shall incur as a result of reliance on the representations made herein.



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17. FORCE MAJEURE

None of the parties to this Agreement shall be liable for the failure to perform any obligation in terms of this Agreement in the event and to the extent that such failure is caused by force majeure, provided that prompt written notice of the force majeure is given to the other Party, whose written notice shall adequately describe the nature of the force majeure and the extent of its interruption.

18. BREACH AND REMEDIES

Notwithstanding any other provisions of this Agreement, and without prejudice to any other rights which the Parties may have, any of the Parties hereto shall have the right to terminate this Agreement should the other Party be in breach of any of the provisions of this Agreement and fail, within one (1) month of receipt of written notice calling upon it to remedy such breach, to comply therewith.

19. TERMINATION

- a. The Seller may terminate this Agreement on the occurrence of any of the following events:
 - i. If the Buyer commits a material breach of any of its obligations under this Agreement, which is capable of remedy but is not remedied within seven (7) days upon the Seller giving written notice to the Buyer specifying the said material breach and requiring its remedy in such seven (7) day period.
- b. The Buyer may terminate the Agreement forthwith on the occurrence of any of the following events:
 - i. The Seller commits a material breach of any of its obligations under this Agreement, which is capable of remedy but is not remedied within seven (7) days upon the Buyer giving written notice to the Seller specifying the said material breach and requiring its remedy in such seven (7) day period.
 - ii. The Seller continuously fails to meet the client's request for the performance of this Agreement.
 - iii. The Seller becomes bankrupt or ceases to carry on its normal business.
- c. The termination of this Agreement shall not in any way operate to impair or destroy any of the rights or remedies of a Party, or to relieve a Party of its obligations to comply with any of the provisions of this Agreement, to the extent that those rights, remedies or obligations shall have accrued prior to the effective date of termination.

20. APPLICABLE LAW



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The interpretation, construction and effect of this Agreement shall be governed and construed in all respects in accordance with the laws of Ghana.

21. NOTICES

All notices under this Agreement shall be in writing and shall be sent by facsimile or registered or recorded delivery post to the Party being served at its address specified above or at such other address of which such Party shall have given notice as aforesaid, and marked for the attention of that Party's signatory of this Agreement. The date of service shall be deemed to be the day following the day on which the notice was transmitted or posted as the case may be.

22. VEHICLE DETAILS

Upon the receipt of payment in full, the Seller agrees to transfer to the Buyer ownership of the following vehicle:

Type of Vehicle: _____

Make and Model of Vehicle: _____

Vehicle Registration Number: _____

Year of Vehicle: _____

Colour of Vehicle: _____

Vehicle Identification Number (VIN): _____

Total Vehicle Mileage: _____

Engine Number: _____

Quantity: _____

Agreed Vehicle Sale Price: _____



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IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS THE DAY AND YEAR FIRST ABOVE WRITTEN

SIGNED on behalf of

The SELLER HEREIN by its

Chief Executive Officer

.....

In the presence of

NAME:

ADDRESS:

OCCUPATION:

SIGNATURE:

SIGNED on behalf of

BUYER HEREIN

.....

In the presence of

NAME:

ADDRESS:

OCCUPATION:

SIGNATURE: