

**CONTRACT AGREEMENT FOR THE PROCUREMENT OF
11 UNITS OF BYD TANG 2024 EV HONOR EDITION
730KM PREMIUM EDITION ELECTRIC VEHICLES AND
SUPPLY, INSTALLATION AND TRAINING OF 1 UNIT OF
30 KW CHARGING STATION**

This contract agreement is made entered between

BERHAN BANK S.C.

TEL: 0116-6301270116-185732

FAX: 0116-623431

(Herein after called **Buyer**)

Addis Ababa, Ethiopia

AND

AAG AFRICA IMPORT & EXPORT

TEL: 0911-242233

(Herein after called **SELLER**)

ADDIS ABABA

Contract No. BrB/Electric Vehicles/2024/25/3

**August/2024
Addis Ababa**



**CONTRACT AGREEMENT FOR THE PROCUREMENT OF ELECTRIC
VEHICLES AND CHARGING STATION**

**ARTICLE ONE
FORMATION OF CONTRACT**

This Contract is made and entered into this Aug. Unit 31th, 2024 by and between;
BERHAN BANK S.C. (hereafter referred to as "the Buyer") whose address is in Addis
Ababa, Sub-city Bole, Kebele 03/05 House No. 2185 Tel. +251 116 632 097, 0116 507
422 P.O.Box 387 code 1110 Fax 251 116 623 431.

And

AAG Africa Import & Export (hereafter referred to as "the Seller") whose address is in
Addis Ababa, Sub-city Kirkos, Woreda 02, House No. 265 Tel. 0911 242233, Email:
aagafrica@gmail.com.

**ARTICLE TWO
SUBJECT OF THE CONTRACT**

This contract may be referred to as the "Contract" for the procurement of **11 units of
BYD tang 2024 EV honor edition 730km Premium Edition Electric Vehicles**, Single
Motor, 180kw (245 Ps) Motor Power, Lithium Iron Phosphate Battery 108.8KWH,
Maximum Speed 182km/H And Pure Electric Range 730KM with each vehicles one spare
tire and super Charger and **Supply, Installation & Training of one unit of 30 KW
Charging Station** at Berhan Bank S.C. Head office.

**ARTICLE THREE
DEFINITION**

In this contract, the following words & expressions shall be interpreted as follows:

- A) **"The Contract"** means the agreement entered into between the **BUYER** and the
SELLER as recorded in the Contract Form signed by the parties including all
attachments and appendices there to and all documents incorporated by reference
there in.
- B) **"The Contract Price"** means the price payable to the seller under this Contract.
- C) **"The Vehicle"** means 11 units of BYD tang 2024 EV honor edition 730km Premium
Edition Electric Vehicles including one spare tire and super charger for each vehicles
and one day training for 7 staffs of the buyer and 1 unit of Charging Station with
installation training for 5 staffs which the **SELLER** is required to supply the vehicles
and charging station with render the service to the **BUYER** under the **Contract**.

Egna Abrohan
31/08/24
I received one
original contract
agreement





ARTICLE FOUR
TECHNICAL SPECIFICATION

4.1 The technical specification for vehicles and charging station stated in the following table 1 is deemed to be subject matter of the contract.

**Table 1: Technical Specification for Tang EV 2024 Honor Edition 730KM
premium Electric Vehicles and Training**

S.No.	Particular	Specification
	Vehicles Model	Tang EV 2024 Honor Edition 730KM premium
Basic Information		
1	Manufacturer	BYD
2	Level	Mid- size SUV
3	Energy Type	Pure Electric
4	Availability	2024.04
5	Electric Motor	Pure electric 245 horsepower
6	Pure electric range (km)	730
7	Charging time (hours)	Fast charge 0.5 hours & slow charge 16.5 hours
8	Fast charging capacity (%)	30-80
9	Maximum power (KW)	180 (245Ps)
10	Maximum torque (Num)	350
11	Gearbox	Electric vehicle single speed gearbox
12	Length x width x height(mm)	4900x1950x1725
13	Body structure	5-door 7- seater SUV
14	Maximum speed (km/h)	180
15	Official 0-50km/h acceleration time (s)	3.9
16	Official 0-100km/h acceleration time(s)	-
17	Power consumption per 100km (kwh/100km)	15.6KWh
18	Electric energy equivalent fuel consumption (L/100km)	1.76
19	Vehicles warranty period	1 years or 150,000 km
Body		
20	Body Color	Gray
21	Length (mm)	4900
22	Width (mm)	1950
23	Height (mm)	1725
24	Wheel Base (mm)	2820
25	Front Wheel track (mm)	1650
26	Rear track (mm)	1630
27	Body Structure	SUV
28	Number of doors	5
29	Door opening method	Swing door
30	Number of seats	7
31	Curb Weight (kg)	2440
32	Full Load mass (kg)	2965
33	Luggage compartment volume (L)	940 - 1655
34	Minimum turning radius	5.9 m

**Contract Agreement for Supply of Electric Vehicles and supply and installation of 30KW
Charging Station Between Berhan Bank S.C and AAG Africa Import & Export**

S.No.	Particular	Specification
	Vehicles Model	Tang EV 2024 Honor Edition 730KM premium
Electric Motor		
35	Motor Description	Pure electric 245 horsepower
36	Motor Type	Permanent magnet /synchronous
37	Total motor power(kW)	180
38	Total motor horsepower (Ps)	245
39	Total torque of the motor (N m)	350
40	Maximum power of front motor (Kw)	180
41	Maximum torque of front motor (Num)	350
42	Maximum power of rear motor (Kw)	-
43	Maximum torque of rear motor (Num)	-
44	Number of drive motor	Single motor
45	Motor layout	Pre
Charging batteries		
46	Battery Type	Lithium iron phosphate battery
47	Battery feature Technology	Blade Battery
48	Battery brand	BYD
49	Battery pack Warranty	5 years
50	Battery capacity (kWh)	108.8
51	Battery energy density (Wh/kg)	150
52	Battery charging rate	-
53	Charging batteries	Fast charge 0.5 hours & Slow charge 16.5 hours Fast charging port
54	Maximum fast charging power (kw)	170
55	Fast charging port location	Left fuel tank
56	Slow charging port location	Right fuel tank
57	Battery Temperature Management System	Low temperature heating Liquid Cooling
58	Single pedal mode	Standard
59	VTOL mobile power station function	Standard
60	VTOL maximum external discharge power	6 kW
61	VTOV maximum external discharge power	-
62	Minimum allowable value of external discharge power (%)	15
Gearbox		
63	Gearbox Description	Electric vehicle single speed gearbox
64	Number of gears	1
65	Gearbox Type	Fixed gear ratio gearbox
Chasis/Steering		
66	Drive mode	Front drive
67	Four-wheel drive type	-
68	Front suspension type	McPherson independent suspension
69	Rear suspension type	Multi-link independent suspension
70	Steering type	Electric power assist
71	Vehicle structure	Load-bearing

**Contract Agreement for Supply of Electric Vehicles and supply and installation of 30KW
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S.No.	Particular	Specification
	Vehicles Model	Tang EV 2024 Honor Edition 730KM premium
Wheel/Brakes		
72	Front brake type	Ventilated disc
73	Rear brake type	Ventilated disc
74	Parking brake type	Electronic parking brake
75	Front tire size	255/50 R20
76	Rear tire size	255/50 R20
77	Spare tire specifications	-
78	Spare tire placement	-
Active Safety		
79	ABS anti-lock braking system	Standard
80	Braking force distribution (EBD/CBC, etc.)	Standard
81	Brake assist (EBD/BA, etc.)	Standard
82	Traction control (TCS/ASR' etc.)	Standard
83	Vehicle stability system (ESP/DSC, etc.)	Standard
84	Active safety warning system	Lane Departure Warning
		Forward Collision Warning
		Rear Collision Warning
		Reverse side warning
		DOW door opening warning
		Traffic ahead warning
		Brake for crossing traffic ahead
85	Active braking	Standard
86	Lane assist	Standard
87	Lane Keeping Assist system	Standard
88	Lane centering	standard
89	Fatigue driving tips	Standard
90	Active DMS fatigue	Standard
91	In-car vital signs recognition	-
92	Road traffic sign recognition	Standard
93	Traffic light recognition	-
94	Night vision system	-
Passive Safety		
95	Front airbags	Main driving seat
		Co-pilot seat
96	Side airbags	Front Row
97	Side curtain airbags	Standard
98	Front knee airbags	-
99	Center airbags	-
100	Seat belt not fastened reminder	Standard
101	Tire pressure monitoring system	Tire pressure display
102	Child seat interface (ISOFIX)	Standard
103	Passive pedestrian protection	-
104	Safety tires	-

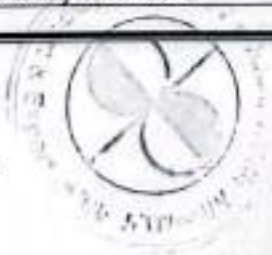


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**Contract Agreement for Supply of Electric Vehicles and supply and installation of 30KW
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S.No.	Particular	Specification
	Vehicles Model	Tang EV 2024 Honor Edition 730KM premium
Assistance/control configuration		
105	Parking Radar	Forward Back
106	Front vehicle departure reminder	-
107	Narrow Road Assist	Standard
108	Driving assistance images	Reverse image 360 panoramic images Transparent images
109	Cruise control system	Cruise control Adaptive cruise control Full-speed adaptive cruise control
110	Automatic lane change Assist	Standard
111	Automatic exit/entry of ramp	Standard
112	Navigation assisted driving	-
113	Driving assistance level	Level 2
114	Automatic parking	-
115	Tracking reverse	-
116	Memory parking	-
117	Automatic parking (AUTOHOLD)	Standard
118	Hill Start control (HAC)	Standard
119	Hill Descent Control (HDC)	Standard
120	Variable suspension adjustment	Soft and hard
121	Air suspension	-
122	Electromagnetic induction suspension	-
123	Variable Steering Ratio system	-
124	Front axle limited slip mode	-
125	Rear axle limited slip mode	-
126	Center differential lock function	-
127	Low speed four-wheel drive	-
128	Integral Active steering	-
129	Driving mode selection	Sports Snow ECO/Economy Standard comfort
130	Braking Energy Regeneration system	Standard
131	Low speed driving warning sound	Standard
External Configuration		
132	Skylight Type	Openable panoramic sunroof
133	Light-sensitive skylight	-
134	Roof rack	Standard
135	Sport appearance kit	-
136	Electric spoiler	-
137	Active closed grille	Standard
138	Aluminum Alloy Wheels	Standard




**Contract Agreement for Supply of Electric Vehicles and supply and installation of 30KW
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S.No.	Particular Vehicles Model	Specification Tang EV 2024 Honor Edition 730KM premium
139	Side pedals	-
140	Frameless door design	-
141	Hidden door handle	-
142	Welcome function	Welcome lighting effect Chair welcome
143	Tow hook	-
Internal configuration		
144	Steering wheel material	Leather
145	Steering wheel adjustment	Up and down + front and back
146	Electric steering wheel adjustment	-
147	Steering wheel functions	Multi-function control
		-
		Heating
148	Gear shifting	Electronic gear lever
149	Driving computer screen	COIOF
150	LCD instrumental style	Full LCD
151	LCD instrument size (inch)	12.3
Comfort/anti-theft configuration		
152	Electric suction door	-
153	Electric tailgate	Standard
154	Sensor-type tailgate	Standard
155	Electric tailgate position memory	Standard
156	Central locking system in the car	Standard
157	Remote control key type	Smart remote control key
		Mobile Bluetooth key
		NFC/RFID KEY
		-
158	Keyless entry	Front row
159	Keyless start	Standard
160	Remote start	Standard
161	Remote control mobile vehicle	Standard
162	Vehicle summon function	-
163	Head-up display (HUD)	Standard
164	Built-in driving recorder	Standard
165	Active Noise Cancelation	-
166	Wireless charging for mobile phones	Standard
167	Maximum power of mobile phone wireless charging(W)	50
168	110v/220V/230V Power socket	Standard
169	Luggage compartment 12V power socket	Standard
Seat Configuration		
170	Seat material	Genuine leather
171	Seat leather style	Nappa leather
172	Sports style seats	-



**Contract Agreement for Supply of Electric Vehicles and supply and installation of 30KW
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S.No.	Particular	Specification
	Vehicles Model	Tang EV 2024 Honor Edition 730KM premium
173	Seat layout	2+2+2 7000 NTD 2+3+2
174	Second row independent seats	Optional
175	Third row seats	2 Seats
176	Electric seat adjustment	Main driving seat Co-pilot seat Second row
177	Overall adjustment of the driver's seat	Move forward and backward Backrest angle Height adjustment
178	Driver's seat partial adjustment	Headrest Waist Leg support
179	Passenger seat overall adjustment	Move forward and backward Backrest angle
180	Passenger seat partial adjustment	Headrest Waist Leg support
181	Second row seat overall adjustment	Move forward and backward Backrest angle adjustment
182	Second row seat partial adjustment	Waist
183	Front seat functions	Heating Ventilation Memory (main driver) Massage
184	Second row seat functions	Heating Ventilation Massage
185	Third row seat functions	-
186	Boss key	-
187	Front /rear armrests	Front Row Back row
188	Rear cup holder	Standard
189	Heated/cooled cup holder	-
190	Rear seat folding rear seats	50:50
191	Electric folding rear seats	-
192	Second row small table	-
Smart Connectivity		
193	Central control screen size (Inches)	15.6
194	Central control screen material	-
195	Touch screen vibration feedback	-
196	Rotatable/movable central control screen	Standard
197	GPS Navigation system	Standard



**Contract Agreement for Supply of Electric Vehicles and supply and installation of 30KW
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S.No.	Particular	Specification
	Vehicles Model	Tang EV 2024 Honor Edition 730KM premium
198	AR real-time navigation	-
199	Navigation traffic information display	Standard
200	Roadside assistance service	Standard
201	Bluetooth/car phone	Standard
202	Mobile internet mapping	-
203	Internet of vehicles	Standard
204	4G/5G Networking	5G
205	OTA Update	Standard
206	Face recognition	-
207	Fingerprint recognition	-
208	Voiceprint recognition	-
209	Emotion Recognition	-
210	Voice Recognition control system	Standard
211	Voice wake-up function	Standard
212	Voice wake-up recognition function by region	Main driver
		Co-pilot
		Second row
213	Continuous speech recognition	Standard
214	See and say	Standard
215	Voice assistant wake-up word	Hello Xiaodi
216	Gesture control function	-
217	Wi-fi hotspot	Standard
Media Entertainment		
218	Multi finger screen control	-
219	App store	standard
220	Multimedia Interface	USB/TYPE-C
221	Number of USB /Type-c ports	Front row 2
		2 rear seats
222	USB/type-c maximum charging power	Front row 10 w
		Rear 60 W
223	Car TV	-
224	Rear LCD Screen	-
225	Simulate sound waves	-
226	Relaxation mode	Standard
227	Karaoke function	-
228	Audio brand	Dynaudio
229	Number of speakers	12
230	Rear multimedia Control	-
Light configuration		
231	Low beam lights	led
232	High beam	led
233	Daytime running lights	Standard
234	Adaptive high and bw beam	Standard

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S.No.	Particular	Specification
	Vehicles Model	Tang EV 2024 Honor Edition 730KM premium
235	Automatic head lights	Standard
236	Turn signal lamp	Standard
237	Front fog lights	-
238	Active Front Steering (AFS)	-
239	Headlight height adjustment	Standard
240	Headlight cleaning function	-
241	Interior ambient lighting	31 colors
242	Active ambient lighting	-
243	Light features	-
244	Light projection technology	-
245	Headlight Delay off	Standard
246	Headlight rain and fog	Standard
Glass/Rearview Mirror		
247	Power windows	Front Row Back row
248	One touch window lifting	Full vehicle
249	Window anti-pinch function	Standard
250	Exterior mirror function	Electric adjustment Heating Electric folding memory Automatically tilt down when reversing Automatically folding when the car is locked
251	Interior rearview mirror function	Automatic anti-glare
252	Car makeup mirror function	Main driving seat + lighting Co-pilot seat + lighting
253	Rear privacy glass	Standard
254	Car sunshade	-
255	Rain-sensing wipers	Standard
256	Rear Wiper	Standard
257	Rear window open	-
258	Multi-layer Soundproof Glass	Front Row
259	Electric front windshield heating	-
260	Heated Water nozzle	-
Air conditioning/refrigerator		
261	Air conditioning control method	Automatic
262	Rear independent air conditioning	Standard
263	Rear air outlet	Standard
264	Hidden air conditioning	-
265	Temperature zone control I	Three-zone air conditioning
266	Car air purifier	Standard
267	In-Car PM2.5 filter	Standard
268	HEPA filter	-
269	Negative ion generator	Standard



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S.No.	Particular Vehicles Model	Specification
		Tang EV 2024 Honor Edition 730KM premium
270	Car fragrance device	-
271	AQS Air Quality Management System	-
272	Car Refrigerator	-
273	Car refrigerator function	-
Intelligent configuration		
274	Assisted driving operating system	DiPilot
275	In-vehicle intelligent system	DiLink
276	Vehicle system memory (GB)	8
277	Vehicle system storage (GB)	128
278	Mobile app Remote control	Digital key
		Vehicle monitoring
		Remote control
		Charging management
		Service appointment
279	Heat pump Management system	Standard
280	Forward maximum detection distance(m)	160
281	Number of external cameras	6
282	External camera pixels	-
283	Number of cameras in the car	2
284	In-car camera pixels	-
285	Number of ultrasonic radars	8
286	Number of millimeter wave radars	5
287	Sub- meter high-precision positioning system	-
288	High-precision maps	-
290	Sentinel mode	-
291	V2X Communication	-




**Table 2: Technical Specification for Integrated 30KW Charging Station
with Training**

S.No.	Particular	Specification
Basic Information		
1	Product Name	Integrated 30KW Charging Pile
2	Product use	Electric car charging
3	Product range	National Standard electric car
3	Product overview	With specific control, display, communication functions to convert AC energy into DC energy, and transmitted to the electric car on the charging facility general term
Technical Parameter		
4	Specification & Model	2ZD40-2/1ZD30-2
5	Rated Capacity	30KW
6	Number of charging guns	Double gun/single gun
7	Display mode	10.1 -inch bright capacitor screen
8	Charging method	Scan code start, swipe card start, VIN code start, password
9	Charging mode	The electric quantity mode and the total amount mode
10	Noise level	<65db
11	Standby power consumption	<30W
Input characteristics		
12	AC input voltage	Three -phase AC: 380 V (A/B/C + N + PE) $\pm$ 15%
13	AC input current	61A
14	AC power frequency	50Hz $\pm$ 5Hz
15	Full charge efficiency	$\geq$ 95%
16	Power factor	$\geq$ 0.99
Output characteristics		
17	Maximum output power the whole machine	30KW

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**ARTICLE FIVE
PRICE**

5.1 The BUYER has agreed to buy from the seller and the Seller has agreed to sell to the Buyer Electric Vehicles as indicated below in the tables

S.No.	Description of Vehicle	UoM	Body Color	Unit Price with VAT (Birr)	Total Price with VAT (Birr)
1	BYD tang 2024 EV honor edition 730km Premium Edition Electric Vehicles, • Single Motor, • 180kw (245 Ps) Motor Power, • Lithium Iron Phosphate Battery 108.8KWH, • Maximum Speed 182km/H and • Pure Electric Range 730KM • One spare tire and super charger for each vehicles is included	11 Pcs	Gray	4,865,409.00	53,519,499.00
2	Charging Station 30KW	1 Pcs		575,000.00	575,000.00
	Grand Total with VAT				54,094,499.00

5.2 The BYD tang 2024 EV honor edition 730km Premium Edition Electric Vehicles and charging station shall be in accordance with the SELLER revised letter no. AAG/003/2024 dated August 22/2024 and Pro-forma invoice AAG/086/2024 dated August 27/2024 with detail technical specification and in response of the Bank's intent to purchase electric vehicles letter reference no. BrB/FMD/01198/16 dated June 01/2024 and as annexed to this contract.

5.3 The total Duty and Tax Paid contract price of 11 units of BYD tang 2024 EV honor edition 730km Premium Edition with 11 units of spare tire and super charger Electric Vehicles and supply & installation of 1 unit of 30KW Charging Station is **Birr 54,094,499.00 (Birr Fifty Four Million Ninety Four Thousand Four Hundred Ninety Nine only).**



ARTICLE SIX TERMS OF PAYMENT

- 6.1 The Buyer shall pay 30% of the total contract amount **Birr 16,228,349.70 (Birr Sixteen Million Two Hundred Twenty Eight Thousand Three Hundred Forty Nine and 70/100 Only)** upon signing of this contract agreement and presentation of advance payment guarantee.
- 6.2 70% of contract price i.e. **Birr 37,866,149.30 (Birr Thirty Seven Million Eight Hundred Sixty Six Thousand One Hundred Forty Nine and 30/100)** will be paid upon delivery and Inspection of all Vehicles and supply & installation of Charging Stations.
- 6.3 The buyer shall settle the required payment within 10 days from the date of payment request by the seller.
- 6.4 Advance payment and performance bond guarantee shall be released immediately after delivery only if the Vehicles are delivered as per contract delivery schedules.

ARTICLE SEVEN DELIVERY SCHEDULE AND PLACE

- 7.1 The seller must be delivered the vehicles and charging station to the buyer within **55 working days from the LC Opening date**, and until delivery is finalized at Berhan Bank S.C in Addis Ababa, they will be under the seller's risk and responsibility.
- 7.2 The seller must retain the vehicles at their premises until the buyer acquires license plates for them, assuming full liability during this period.
- 7.3 The seller is required to provide a letter along with a proforma invoice to our Bank, requesting priority for foreign currency allocation within seven days of signing the contract agreement. Failure to do so will absolve the Bank from any responsibility for late delivery penalties.

ARTICLE EIGHT PERFORMANCE BOND

- 8.1 The seller shall furnish performance bond in the amount of 10% i.e. **Birr 5,409,449.90 (Birr Five Million Four Hundred Nine Thousand Four Hundred Forty Nine and 90/100 only)** of the contract amount within 5 days from contract signing on both parties.


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ARTICLE NINE FORCE MAJEURE

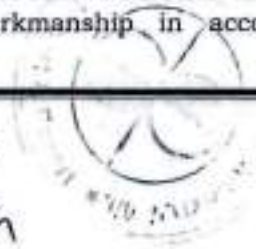
- 9.1 **Definition:** For the purposes of this Agreement, "Force Majeure" shall mean any event or circumstance beyond the reasonable control of either party, which prevents or delays the performance of its obligations under this Agreement, including but not limited to acts of God, war, terrorism, riots, civil commotion, governmental regulations, natural disasters, and labor disputes.
- 9.2 **Notification:** In the event of a Force Majeure occurrence, the affected party shall promptly notify the other party in writing of the nature and expected duration of the Force Majeure event and the impact on the performance of its obligations under this Agreement.
- 9.3 **Relief:** The affected party shall be excused from the performance of its obligations under this Agreement for the duration of the Force Majeure event, provided that the party uses reasonable efforts to mitigate the effects of such event and resume performance as soon as reasonably practicable.
- 9.4 **Currency Fluctuation:** Notwithstanding the provisions of this Force Majeure clause, seller shall not be liable for any adverse effects or financial losses arising from fluctuations in the value of currencies against the US Dollar (USD) if such fluctuations exceed two and half percent (2.5%) from the rate prevailing at the time of this Agreement. However, the buyer shall be responsible solely for fluctuations that affect customs duties, while the seller will absorb any other related costs.
- 9.5 **Termination:** If a Force Majeure event continues for a period exceeding [specified period, e.g., 30 days], either party may terminate this Agreement by providing written notice to the other party, and neither party shall be liable to the other for any damages or penalties resulting from such termination. However, if the Agreement is terminated for any reason after the opening of a letter of credit, the seller is obligated to reimburse the buyer for the dollar amount allocated for the establishment of that letter of credit.

ARTICLE TEN AFTER SALES

- 10.1 The **SELLER** shall provide labor charge free for the first 15,000 km service for vehicles and provide labor charge free for one year; however the buyer shall pay for the spare parts.

ARTICLE ELEVEN WARRANTY

- 11.1 The seller warrants all the vehicles furnished, against defective materials and workmanship in accordance with the requirements set in the technical



specifications for a period of 1 year or 150,000 KMS, whichever comes first and 5 years warranty for Battery Pack and Charging Stations.

**ARTICLE TWELVE
APPLICABLE LAW AND ARBITRATION**

12.1 All matters concerning the conclusions, performance, termination, force majeure & disputes shall be construed in accordance with and governed in all aspects by Ethiopian Law.

**ARTICLE THIRTEEN
DISPUTES**

13.1 Any disputes or differences between the parties regarding the interpretation and application of this Agreement shall be resolved amicably.

13.2 The dispute or difference cannot be resolved amicably, it shall be referred to arbitration, which shall consist of three arbitrators. All expenses incurred by and for arbitration shall be borne by the losing party.

13.3 If the parties cannot resolve the dispute amicably and through arbitration, they can submit it to the competent Ethiopian court.

**ARTICLE FOURTEEN
INTERPRETATION**

14.1 Gaps existing in the contract shall be filled by the pertinent provisions of the Ethiopian Civil Code.

14.2 The Seller shall not change the model of the vehicles whose technical specifications are designated under Article 4 without informing and receiving acceptance by the buyer.

14.3 Any amendments of the clause of this contract shall be executed only in writing signed by authorized representative of both parties.

**ARTICLE FIFTEEN
FRAUD AND CORRUPTION**

15.1 The seller is aware that the buyer and/or its respective affiliates and intermediaries may be subject to, and are required to comply with:

15.1.1 Internationally accepted anti-corruption practices and to the Ethiopian Anti-Corruption Proclamation no. 881-2015, and other similar laws that prohibit the offering, making or receiving bribes or other inappropriate payment; and laws that prohibit or restrict the Client from doing business with certain person, entities or governments because of economic sanctions or trade embargoes imposed, administered or enforced from time to time by any government.

- 15.1.2 The seller agrees that the buyer, and/or its respective affiliates, in furthermore of its obligations in respect of the anti-corruption and sanctions, laws, including, without limitations, immediate termination of this agreement upon notice without liability.
- 15.1.3 The buyer insists in honesty, integrity and fairness in all aspects of our business and expects the same in our relationship with all those with whom we do business and the seller shall comply with its Code of Conduct. The direct or indirect offer, payment, soliciting or acceptance of bribes in any form is unacceptable. Facilitation payments are also bribes and should not be made.
- 15.1.4 All business transactions on behalf of the buyer must be reflected accurately and fairly in accounts of the company in accordance with established procedures are subject to audit and disclosure.
- 15.1.5 All Agents acting on behalf of the buyer shall comply with the above and any litigation that may come by being involved in such illicit activities shall be directed towards the Agent, and the buyer will be fully indemnified of any claim or charge.
- 15.1.6 The seller has received and reviewed a copy of the Code of Conduct and agreed to comply with the standards contained in the Code.

ARTICLE SIXTEEN PENALTY

- 16.1 In the event that the Seller does not deliver the vehicles and supply and installation of charging stations as per the agreed-upon schedule, the Buyer reserves the right to levy a penalty of 0.1% of the contract price for each day of delay. If partial delivery has been made within the specified timeframe, this penalty will apply to any remaining undelivered portion, capped at a maximum of ten percent (10%) unless an extension has been mutually agreed upon.
- 16.2 In the event that the Buyer does not make payment within 10 days of receiving a request from the Seller, a penalty of 0.1% per day will be applied to unpaid amounts owed. The maximum penalty shall not exceed ten percent (10%) of the total outstanding balance due to the Seller. It is important to note that prior to this, the Seller must successfully pass vehicle inspection processes, provide all relevant documentation related to vehicles, and conduct one-day training on electric vehicles for seven Bank staff members upon delivery and conduct one-day training on Charging Station 30KW for how to operate for five Bank staff members after supply and installation of the Charging Station.



ARTICLE SEVENTEEN
DOCUMENTS THAT ARE PART OF THIS AGREEMENT

17.1 The following document shall be deemed to form and be read and constructed as the integral part of this agreement,

17.1.1 The Seller's revised letter reference no. AAG/003/2024 dated August 22/2024 and proforma invoice reference no. AAG/086/2024 dated August 27/2024, including the detailed technical specifications as outlined in Article Four, is issued in response to the Bank's intention to acquire Electric Vehicles as per the letter reference no. BrB/FMD/01198/16 dated June 01, 2024 attached herewith this contract document.

17.1.2 Buyer award notification letter ref. no. BrB/SCCMD/0155/17 dated August 30/2024

ARTICLE EIGHTEEN
EFFECTIVE DATE

18.1 This contract shall enter into force with all validity any effects from the date of the parties hereto have affixed their signature and seals hereunder.

In witness thereof the parties have signed this contract in Addis Ababa on August 31st 2024.

FOR THE BUYER
(BERHAN BANK S.C.)

Name: Tamru Behaga

Position: Director: Supply Chain
Contract Mgt Dept

Signature: [Signature]

Date: 31/08/2024

FOR THE SELLER
(AAG AFRICA IMPORT AND EXPORT)

Name: Ezana Abraham

Position: Power of Attorney

Signature: [Signature]

Date: 31/08/24

1. Name: Solomon Yazezew

Signature: [Signature]

Date: 31/08/24

2. Name: Tibetse Grashu

Signature: [Signature]

Date: 31/08/2024

1. Name: _____

Signature: _____

Date: _____

2. Name: _____

Signature: _____

Date: _____