**VEHICLE SECURITY PURCHASE AND SERVICE AGREEMENT**

THIS AGREEMENT is made this\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (year) 2019 by and between BRICH

COMPANY LTD (Seller), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Purchaser).

In consideration of the mutual covenants contained herein, it is agreed by and between the parties as follows:

1. Seller shall sell and Purchaser shall purchase, free and clear of all liens, encumbrances and liabilities, those assets of Seller's business, commonly known as BRICH VEHICLE SECURITY consisting of service support and equipment.
2. Purchaser shall pay the Seller as the purchase price for the foregoing the sum of \_\_\_\_\_\_\_\_\_\_\_\_

Ghana Cedi (GHC). The total purchase price shall be payable in cash / cheque at closing.

For Purchaser, the closing of this Agreement gives you a full ownership of the device (BRICH CAR SURVEILLANCE DEVICE).

1. Seller shall sell, assign, transfer, and convey to Purchaser the assets, free of all liabilities.

A monthly service fee Of GHC20 per car is applicable for PREMIUM CUSTOMERS. Regular customer will not pay any service charge.

3a.PREMIUM Regular

Device Installation \*monitor and control your car (self-security)

Software configuration and upgrades \*Contact our helpline for any Technical assistance

24hr security backup service \*Do your own phone tracking or computer manual tracking using our platform

Web platform interface for monitoring you will liaise with the police to recover your car (No

Assistance from Birch)

Birch will liaise with the police to assist Recover your car when stolen or hijacked.

Online support for any assistance

Service orientation and training

Quarterly servicing) when the need be)

1. All equipment included in the sale shall be in good working condition at the time of sale. Purchaser shall accept the assets "as is" with ONE YEAR warranty.
2. At the closing, BRICH COMPANY LTD shall deliver to Purchaser possession of the device by installing it. Such delivery shall be made against payment and delivery to the Seller of the price as set forth herein above.
3. Seller agreement warrants and represents:
4. Birch Company Ltd will be the only company responsible for installing, maintaining and managing the device. It will be the only company to provide after sales support for the product.

The company will not be responsible for any damage caused by improper handling of the gadget by the customer or other engineers that is not trained by the company.

1. Birch company ltd is the owner of the brand and has good and marketable title to the device and will make sure the device is free from all encumbrances.
2. Birch company Ltd will assist you TRACK, MONITOR and RECOVER your car when the need be.

All representations and warranties made by Seller shall survive the Closing.

1. Birch Company Ltd doesn’t assume all risk of loss, damage or destruction resulting from fire or other casualty after owner ship is transfer.(ownership is transfer upon supply)
2. This Agreement shall be binding upon the personal representatives, successors and assignees of the parties.
3. All agreement, warranties and representations herein shall survive this Agreement and the Closing Date.
4. This Agreement shall be governed in all respects by the laws of the State of GHANA.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, the date and place first above written.

Seller

Purchase