

PRE-ORDER VEHICLE PROCUREMENT AGREEMENT

This Vehicle Procurement Agreement (“Agreement”) is made this **14th day of ___MARCH___**, 2026 BETWEEN:

NELIVIA AUTOS LIMITED, a company incorporated under the laws of the Federal Republic of Nigeria (“The Seller”);

AND

Charles Duru of _____ (“The Buyer”).

Collectively, the Seller and Buyer are referred to as “**the Parties**”.

1. NATURE OF SERVICE AND DEFINITION OF ROLE

The Buyer acknowledges that the Seller acts strictly as a vehicle sourcing, procurement, and importation facilitator and Agent, and not as a manufacturer of motor vehicles.

2. DESCRIPTION OF VEHICLE

The Procurement Agent agrees to source and procure the following vehicle (“the Vehicle”) based on information obtained from third-party sellers:

- Brand/Model: **2022 Mercedes-Benz AMG GT 53 4MATIC**
- VIN: **W1K7X6BB3NA046537**
- Colour: Blue on Brown Interior

Requested Features

The Seller warrants that the above details are accurate **to the best of its knowledge**, based on information obtained from third-party sources and as communicated to the Buyer.

3. PURCHASE PRICE & PAYMENT STRUCTURE

1. The total purchase price of the Vehicle is **\$78,635** (“Total Purchase, & Shipping price”).
2. The Buyer shall pay the Vehicle Purchase Price in the following instalments:
 - a. **Down payment:** Forty percent (40%) of the Buying and Shipping Purchase Price, being **\$31,454**, payable prior to procurement and purchase of the Vehicle.
 - b. **Balance:** Sixty percent (60%) of the Vehicle Purchase Price, being **\$47,181**, payable immediately upon successful purchase of the Vehicle by the Seller and confirmation to the Buyer. The Parties expressly acknowledge and agree that the total purchase cost payable by the Buyer under this Agreement comprises of the Vehicle Purchase Price and shipping.
 - c. **Balance for Clearing fees:** The parties hereby agree that the remaining sum of **₦26,450,000** shall be due and payable by the Buyer upon the vehicle’s arrival at the Nigerian port and before clearance.

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3. Shall not exceed **Total of Buying, Shipping and Clearing amount** in aggregate, **subject only to exchange rates before purchase and unforeseen government-imposed charges introduced after purchase and communicated in writing to the Buyer.**
4. No additional or hidden fees shall be charged beyond the amounts stated above, except for third-party or regulatory charges imposed after purchase and agreed in writing by the Buyer.
5. Payment shall be made into the following account designated by the Seller:

4. SELLER'S LIMITED WARRANTIES AND OBLIGATIONS

Any representations regarding vehicle condition, mileage, accident history, or inspection reports are based on independent third-party inspections and disclosures. The Seller does **not** warrant against latent defects, future mechanical issues, or conditions not reasonably discoverable at the time of inspection.

1. The Seller expressly warrants and guarantees:
 - Good title: full legal authority to procure and sell the Vehicle;
 - The Vehicle is not stolen, and no third-party liens, encumbrances, or adverse claims exist.
2. The Seller warrants that, to the best of its knowledge based on third-party sources:
 - The Vehicle has a clean title with no known liens, encumbrances, or adverse claims;
 - The Vehicle has not been involved in major accidents affecting structural integrity;
 - The mileage communicated to the Buyer reflects third-party reported mileage and has not been tampered with;
 - The Vehicle substantially corresponds with the pictures, descriptions, and condition communicated to the Buyer;
 - There are no known mechanical, electrical, or flood damage issues except those expressly disclosed to the Buyer prior to purchase.

5. RIGHT OF INSPECTION

The Buyer shall have the right to inspect the Vehicle upon arrival and before taking delivery.

If the Vehicle materially differs from the description or disclosed condition, the Buyer may reject delivery and receive a full refund of all payments within 7 days.

6. DELIVERY OBLIGATION

Delivery timelines are estimates and subject to shipping, customs, and regulatory processes beyond the Procurement Agent's control.

7. RISK TRANSFER

Risk does not transfer to the Buyer until:

1. The Vehicle physically arrives;

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2. The Buyer inspects it; and
3. Full payment is completed.

8. DOCUMENTS TO BE PROVIDED

The Procurement Agent shall provide the Buyer with copies (physical or electronic, where applicable) of the following documents as obtained from relevant third-party sources and authorities, and to the extent reasonably available:

- Purchase receipt or invoice issued by the vehicle seller;
- Customs documentation and evidence of clearance issued by the relevant regulatory authorities;
- Vehicle condition or inspection report prepared by an independent third-party inspector or auction provider;
- Proof of non-recall status or recall history based on available manufacturer or third-party databases at the time of purchase;
- Proof that the Vehicle is not reported as stolen based on title records, VIN checks, and third-party verification systems available at the time of procurement; and
- Such additional documents as may be reasonably required for vehicle registration, subject to applicable laws and regulatory requirements.

9. BUYER'S OBLIGATIONS

1. The Buyer agrees to:
 - a. Pay the installments as agreed;
 - b. Inspect the Vehicle upon delivery;
 - c. Provide identification and contact details as required for paperwork;
 - d. Review all documents, inspection reports, images, videos, and disclosures provided by the Seller prior to shipment and raise any objections or concerns within a reasonable time, failing which such documents shall be deemed accepted by the Buyer.

10. BALANCED DEFAULT CLAUSES

1. If the Buyer fails to pay any required instalments within the agreed time:
 - a. A late fee shall not exceed ₱20,000 per week;
 - b. The Seller must give the Buyer a 14-day written notice through his lawyer to remedy the default;
 - c. The guarantor may only be contacted after the notice period lapses.

11. SELLER DEFAULT

1. If the Seller:
 - a. fails to deliver the Vehicle;
 - b. delivers a materially different or defective Vehicle; or
 - c. breaches any warranty;

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2. Then the Buyer is entitled to:
 - a. Full refund;
 - b. Damages or compensation for documented losses.

12. CANCELLATION RIGHTS

1. The Buyer may cancel this Agreement and obtain a full refund if:
 - a. The Vehicle fails inspection;
 - b. The Seller materially misrepresents the vehicle make, model or year;
 - c. Delivery exceeds the agreed period with reasonable cause; or
 - d. Written warranties are breached.

13. LIMITATION OF LIABILITY

In the event of a proven breach of this Agreement attributable solely to the Seller's fraud, willful misconduct, or gross negligence, the Seller's liability shall be limited strictly to direct financial losses actually incurred by the Buyer.

In all circumstances, the Seller's total aggregate liability under this Agreement shall not exceed the difference between the Purchase Price paid by the Buyer and the documented third-party costs already incurred in procuring, shipping, clearing, or processing the Vehicle at the time the breach is established.

The Seller shall not be liable for any loss, delay, damage, or breach arising from or attributable to:

- Acts or omissions of third parties, including vehicle sellers, inspection companies, shipping lines, port authorities, customs officials, clearing agents, insurers, or regulatory bodies;
- Inaccuracies or omissions in third-party inspection reports, title records, vehicle history databases, or manufacturer data; or
- Events beyond the Seller's reasonable control, including but not limited to force majeure events such as strikes, port congestion, changes in law or policy, governmental actions, natural disasters, or acts of God.

Under no circumstances shall the Seller be liable for indirect, incidental, special, punitive, or consequential damages, including loss of profit, loss of use, financing costs, or business interruption, whether arising in contract, tort, or otherwise.

14. DISPUTE RESOLUTION

The Parties shall first attempt amicable resolution. Where unresolved, disputes shall be referred to mediation and, if necessary, arbitration in Lagos State.

15. ENTIRE AGREEMENT

This Agreement supersedes all previous oral or written discussions and can only be amended in writing signed by both Parties.

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16. DISCLAIMER

The Client affirms that comprehensive legal advice has been duly provided in respect of this Agreement, and that all decisions taken herein are made pursuant to the Client’s explicit instructions.

17. SIGNATURES

In Witness Whereof, the parties hereto have hereunder set their respective hands and seals the day and year first above written.

The common seal of NELIVIA AUTOS LIMITED was hereby affixed in the presence of:

- Name: Nzubechi Christian Onwuegbuchulam .
Director

Signature: 

Date: 14th March, 2026

Signed, Sealed, and Delivered by the Seller:

- Name Charles Duru
Buyer

Signature:

Date: _____ 14th March 2026 _____

- In the presence of:

Address: \n - Occupation: \n - Mobile Phone
Number: \n

18. GUARANTOR’S INDEMNITY CLAUSE

In consideration of this agreement between the Seller and Buyer, I hereby agree to guarantee the Buyer for due performance of the terms and conditions of this agreement, and I shall remain liable to the Seller at all times for breach of any of the terms of this Agreement by the Buyer.

- Name: \n- Address: \n- Occupation:
..... \n- Mobile Phone Number: \n- Signature/Date:
.....