



ASHAKACEM LIMITED ("the Company")

General Terms and Conditions for the Supply of Goods and Services to the Company

We, the Company, will only purchase goods, rights, and services ("Deliverables") on the following terms and conditions ("Terms"). If you accept our order or offer, it will be on these Terms and no other standard terms. If you act in a manner calculated to appear as an acceptance of our order, that will act as an acceptance of our order and you will be bound by our Terms, regardless of any inconsistency with your own standard terms. If you wish to reject our order and make a counter-offer, you MUST therefore reply to our order in words explicitly and clearly indicating rejection. Equally, if you make a counter-offer or rejection of our offer which is not clearly labelled as such, no subsequent behaviour of ours, in accepting performance, can be taken to imply any acceptance by us of that counter-offer. The Terms can only be changed, or other terms agreed, in written correspondence signed by a director or other senior officer of the Company who are authorised representatives of the Company (the "Authorised Representatives"). These Terms are important and should be studied carefully.

1. The Contract

- 1.1 These Terms shall apply to all offers and orders for the procurement of Deliverables by the Company. Our contract with you (the "Supplier"), will comprise (i) our express written order contained in a duly issued purchase order form ("Purchase Order") or where no Purchase Order is issued, by valid email instruction; (ii) these Terms, (iii) Special Terms, if applicable (please refer to clause 22 below); (iv) anything else that we expressly agree to in accordance with clause 1.2 below ("Specific Agreement"); (iv) any other terms imposed by law, but nothing else (collectively the "Contract").
- 1.2 Any variation to these Terms shall have no effect unless expressly accepted in writing and signed by at least two (2) Authorised Representatives. Where a Specific Agreement has been signed between you and the Company, then the provisions of the Specific Agreement will take precedence over these Terms. If you want us to accept your term, or accept a particular responsibility, or if you wish to rely on a representation, we have made, you must obtain our express agreement to that in writing which must be signed by at least two (2) Authorised Representatives and refer expressly to these Terms.
- 1.3 If any of the terms of the Contract conflict with or contradict each other, the terms will over-ride each other in the following order of priority: (1) Specific Agreement; (2) Purchase Order; (3) these Terms.
- 1.4 We are not contractually bound until (a) we issue a Purchase Order or place a formal order (as the case may be) and then only to the extent of the issues specifically covered by that order and (b) you formally accept the order in writing or when we accept Performance by you (whichever is earlier).
- 1.5 We will deal with you in reliance on these Terms, so be aware that our acceptance of contractual performance by you does not imply acceptance of any terms that are different from these Terms. You shall indemnify us against any consequence of your seeking to rely on any contractual terms, or any statement, understanding or representation which is not contractually agreed as set out in the Contract.
- 1.6 The Company's rights under these Terms are in addition to any statutory terms implied in favour of the Company.
- 1.7 The Company shall not be liable to you for any indirect, consequential, exemplary, punitive, or special damages of whatsoever nature and howsoever arising in connection with the Contract.
- 1.8 The Company's total liability to you, whether in contract, tort, breach of statutory duty, or otherwise, arising in connection with the Contract or Deliverables shall not exceed the total value of the Contract.

2. Price

- 2.1 The price of the Deliverables will be as stated in the relevant Purchase Order or in the Specific Agreement, or email instruction (if no Purchase Order would be issued) and, unless agreed otherwise, will be:
 - a. exclusive of any applicable value added tax ("VAT") which will be payable by us subject to receipt of a valid VAT invoice;
 - b. inclusive of withholding tax, and of any duties or levies;
 - c. inclusive of all expenses, including but not limited to charges for packaging, packing, shipping, carriage, insurance and delivery, commissioning or performance of the Deliverables to or at the delivery address;
 - c. payable in Nigerian Naira; and
 - d. fixed for the duration of the Contract.

- 2.2 We will be entitled to any discount for prompt payment, bulk purchase or the like normally granted by you in comparable circumstances.
- 2.3 If we will rely on you for any supply of maintenance services, training, spare parts, consumables or other goods, rights or services in order to benefit fully from the Deliverables ("Follow-on Deliverables") then you will provide those Follow-on Deliverables or procure them to be provided to us for a reasonable period as may be required by us, following full performance in relation to the Deliverables, at fair and reasonable prices which take no advantage of the Company's dependence on you for such supply.

3. Payment

- 3.1 Invoices for the Deliverables may be sent to us on, or after complete performance of the Deliverables ("Performance"), or as specified in the Purchase Order or Specific Agreement. Each invoice must quote the number of our Purchase Order (if a Purchase Order is issued). The Company will not accept any invoice which is submitted more than six months from the date of Performance.
- 3.2 Unless otherwise stated in the Purchase Order or Specific Agreement, we will pay the Contract price within 60 days of the end of month in which we receive your invoice.
- 3.3 We will be entitled to set off against the Contract price any money that you owe the Company.

4. Specifications

- 4.1 If we order goods or services, then unless otherwise agreed in the Purchase Order or Specific Agreement, our order is deemed to include the supply of all relevant documentation and certification, commissioning, explanations, trainings and instruction manuals necessary to enable the Company to use the Deliverables or benefit from their intended purposes; and any legal rights necessary to use those Deliverables for their intended purposes. As for those intended purposes, see clause 6.3 below.
- 4.2 The quantity, quality and description of Deliverables will be as specified in the Purchase Order or Specific Agreement and these Terms or as agreed by us in writing.
- 4.3 You have the sole responsibility for complying with all applicable regulations and other legal and regulatory requirements concerning your Performance of the Contract, and for ensuring that we can, in compliance likewise, fully utilise the Deliverables for their intended purposes.
- 4.4 We will be allowed to inspect any goods ordered during manufacture or storage at your premises so long as we request an inspection by giving you reasonable notice. If, as a result of the inspection, we are not satisfied that the quality of the goods or the standards of their manufacture, storage or handling conforms to the Contract, you will take such steps as are necessary to ensure compliance. If, after such steps have been taken, we are still not satisfied we can cancel the Contract without any liability to us.
- 4.5 If before Performance has occurred, we notify you in writing of any change in desired specification (including as to quality and time frame) you will respond as set out in this clause 4.5. We appreciate that a change may affect the Contract price, or may even be unachievable. If the change would reduce your costs, the Contract price will reduce to reflect such cost savings. If the change would increase your costs you must notify us promptly, in writing, of a proposed revision of the Contract price fairly and proportionately reflecting any unavoidable increased cost; and both parties will then use reasonable efforts to agree on revised terms in full, including price, pending which the Contract variation will not take effect. If the change for any reason would be unachievable, you must notify us of that promptly and in writing, with reasons. Again, both parties will then use reasonable efforts to reach a mutually acceptable contract variation. Failing notice as set out in this clause 4.5, our proposed change will be deemed to have been accepted, and the Contract will be deemed to have been varied with immediate effect to reflect the requested specification change with no price increase. What amounts to "prompt" notice for this purpose will depend on feasibility for you and urgency for us, but not in any case later than 2 days (excluding Saturdays, Sundays or days that are recognised as public holidays in Nigeria or in your country of domicile or incorporation) from our notice of the proposed change. We will not be liable to you in respect of any Contract variation for more than a reasonable and proportionate reflection of such increased costs as you could not have reasonably avoided.

- The Contract price will not in any circumstance be increased except with our express written agreement.
- 4.6 To protect our business we occasionally may urgently need information as to precisely how Deliverables were performed, and as to all relevant activities of any of your suppliers or sub-contractors. You will meet any reasonable request from the Company in this regard, as soon as reasonably possible, and will keep records adequate for that purpose for at least two years after completion of Performance. Without limitation, these records must provide full traceability for all goods comprised in, or used in making, any Contract goods. They must also demonstrate compliance with the Contract, and performance of your obligations with all legal or regulatory requirements and contractually binding quality and performance standards.
- 4.7 You will comply with any reasonable requirements we may have as regards the packaging and packing of any Contract goods, and as to information to be displayed on packaging or included on dispatch documentation and bills of lading. Subject to that, you will ensure that all packaging, packing, labelling and documentation is such as to ensure full compliance with legal requirements throughout the scheduled delivery process.
- 5. Delivery and Risk**
- 5.1 Any Deliverables ordered by the Company will be delivered to, and/or performed on the date and at the address stated (a) in the Purchase Order or Specific Agreement or (b) as may be agreed by the parties.
- 5.2 Where no date is specified for the delivery or supply of Deliverables, supply must be made as soon as reasonably possible during usual business hours.
- 5.3 Time of delivery of any goods or rights, and the performance of any services, will be of the essence in the Contract and failure to deliver, complete delivery or perform within prescribed time shall entitle the Company at its sole discretion to terminate the Contract and reject any Deliverables. The Company shall have the sole discretion to accept any late delivery, without prejudice to the Company's right to claim compensation.
- 5.4 A packing note quoting the number of the Purchase Order must accompany each delivery or consignment of goods and be displayed prominently.
- 5.5 Where Deliverables are to be supplied in instalments, the Contract is still to be treated as a single contract. If you fail to deliver or perform any instalment, we may treat the whole contract as repudiated.
- 5.6 We may reject any Deliverables which are not fully in accordance with the Contract and such rejection shall be at your risk and expense. The Company's acceptance of any Deliverables will not be deemed to occur until the Company has had a reasonable time to inspect or consider the relevant Deliverables following supply and, in the case of latent defect, a reasonable time after the defect becomes apparent.
- 5.7 We will not be bound to return to you any packaging or packing material, but if any relevant requirement for packaging recycling applies, you will be allowed to collect the relevant materials free of charge upon request.
- 5.8 Risk of damage to, or loss of any goods will pass to us on delivery of the goods.
- 5.9 Property and ownership of any goods will pass to us on delivery unless we have paid in whole or in part for the goods in advance. In that case it will pass to us as soon as the goods have (or, if goods are being assembled for us, each successive component of the goods has) been appropriated to the Contract.
- 5.10 If we supply any articles to you, e.g. for modification or copying, they remain our property at all times. Those articles must be kept confidential and secure and we can enter your premises at any time on reasonable notice to ensure that this is so. While those articles are in your custody, you must not use them, copy them or disseminate them electronically or otherwise, except in the performance of the Contract. We retain copyright and any other available intellectual property rights in any documents, materials, plans, design drawings, computer programs, compilations of data, specifications or the like which we supply to you. You shall indemnify us against any loss caused to us, and account to us for any profit which you make, through breach of this provision.
- 5.11 If the Purchase Order or Specific Agreement refer to delivery terms such as "FOB" and "CFR" etc. which bear defined meanings in the latest edition of Incoterms[®] as of the date of the Purchase Order or Specific Agreement, those defined meanings in the latest edition of Incoterms[®] will apply unless expressly stated otherwise.
- 5.12 Any goods provided by us to you on a free issue basis will remain our absolute property throughout, and will be at your risk while the goods are, or are supposed to be, in your

- possession. You shall not part with possession (save to us) unless with our express prior written consent.
- 5.13 Delivery of any goods reasonably deemed dangerous or identified as hazardous by regulatory authorities must be accompanied with a material safety data sheet ("MSDS"). The Company reserves the right to reject any such deliveries where the MSDS is not provided.

6. Warranties and liability

- 6.1 You undertake, represent and warrant that:
- the quantity, quality, description and specification for the Deliverables will be those set out in the Purchase Order or Specific Agreement;
 - any goods supplied to the Company will be free from defects in materials and workmanship and be fit for the purpose specified either expressly or impliedly;
 - any Deliverables will comply with all statutory requirements and regulations, and with all normally applicable quality standards, relating to their sale or supply;
 - all claims made by you about any Deliverables, and all apparently serious claims in your advertising and promotional material, are correct and can be relied upon;
 - you shall exercise all reasonable skill, care and diligence in the performance of the Contract and shall carry out all your obligations in accordance with generally accepted professional standards and any services will be performed by appropriately qualified and trained personnel;
 - you shall make every effort to mobilise all the financial, human and material resources required for the full performance of the Contract;
 - you shall at all times in respect of any matter relating to the Contract, act to protect the legitimate interests of the Company;
 - neither the sale and supply of any Deliverable, nor its proper use by us for an intended purpose will breach any property rights in or about that Deliverable, including intellectual property rights, of any other person;
 - you have full authority and power, to enter into, deliver and perform this Contract, and that all necessary corporate or other action have been taken for that purpose;
 - your entry into the Contract does not violate the provisions of any law currently in force in your country of incorporation or domicile, or any existing contractual obligations;
 - you have all the requisite licenses, consents, permits, authorisations and regulatory approvals to enter into, deliver and perform the Contract and all other documentation relating to the Contract;
 - you will at your own expense comply with all laws and regulations relating to your Performance as may be applicable from time to time, including obtaining and maintaining any relevant consents, permits, licenses authorisations or registrations required for your Performance; and
 - the execution and delivery of, and the performance of your obligations under the Contract, will not contravene or result in a breach of:
 - any provision of your memorandum or articles of association or constitutional documents, or otherwise be ultra vires; or
 - any law or any judgment, decision or order of any authority to which you are a party or by which you are bound.
- 6.2 All warranties, conditions and other terms implied by statute or common law in our favour will apply to any Deliverables.
- 6.3 It is your responsibility to find out from us the purposes that we intend the Deliverables to be put to (including any applicable deadline affecting us). You promise that they will be suitable for those intended purposes, save only for any unsuitability which you have, as soon as might reasonably have been expected of you (and in any case before starting Performance) expressly notified to us.
- 6.4 You will indemnify us and keep us indemnified immediately upon our written demand against any cost, claim, expense, or liability arising from any risk for which you are responsible under this Contract or your breach of any terms of the Contract.
- 6.5 If you fail to comply with any obligation under the Contract we will be entitled, at our discretion, to reject any Deliverable and you will not be entitled to receive payment for that Deliverable.
- 6.6 If any Contract goods do not comply with all Contract requirements, we can demand that you repair them or supply

- replacement goods within seven (7) days or, at our sole discretion, we can reject the goods and demand the repayment of any sum already paid for them.
- 6.7 We will not be liable to you for any delay or failure to perform any of our obligations under this contract if the delay or failure was due to a cause beyond our reasonable control.
- 6.8 If any Deliverables were bought or obtained by you from a third party then any benefits or indemnities that you hold from that other party, in respect of those Deliverables, will be held in trust for us.
- 6.9 You will be required to maintain relevant adequate insurance policy(ies) cover against all normal insurance risks relevant to the Deliverables on terms and for amounts consistent with normal business prudence until Performance is complete. You will provide a copy of such policy(ies) upon our request.
- 6.10 You will indemnify and hold harmless the Company from all claims and all direct, indirect or consequential liabilities, costs, proceedings, damages and expenses awarded against, or incurred or paid by the Company as a result of, or in connection with any alleged or actual infringement of any third party's intellectual property rights or other rights arising out of the use, manufacture or supply of the Deliverables.
- 7. Rights**
- 7.1 Any rights that you are contracted to supply or which necessarily follow the Deliverables must be provided to us in accordance with this clause 7.
- 7.2 This clause 7.2 will apply to the following types of Contract rights: (a) where the rights in question are evidently not unique to the Deliverable (for instance you evidently supply the same thing, in the relevant respect, to others); or (b) if those rights evidently derive from a third party of whom the same would be true (for instance you supply software on what you have told us is a proprietary third party platform). In those cases, we will not expect full ownership of those rights. You will however validly licence those rights to us, or procure them to be validly licensed to us, on the following terms: assignable; royalty-free; covering usage for any likely intended purpose; and free of any obligation on us save such as we expressly agree in the Contract or as is reasonably necessary for the maintenance of the right in question.
- 7.3 This clause 7.3 will apply to all Contract rights to which clause 7.2 does not. In that case, you will transfer to us, or procure to be transferred to us, with full title guarantee the ownership of those rights to the full extent (including as to territory) that we reasonably need them for our intended purposes, and to the full extent of any wider rights available to you. You will execute any documents and make any declarations reasonably required by us, now or in future, to transfer those rights, you will not exploit those rights save for us or with our written consent, and you will (to the extent not yet legally transferred) hold all such rights in trust for us absolutely for the maximum permitted period of eighty years. We have your irrevocable power of attorney to execute any such documents and make any such declarations on your behalf if you fail to do so promptly on request.
- 7.4 If you carry out any development work at our request and wholly or primarily at our expense, we will own all intellectual property rights generated by that work, and clause 7.3 will apply to those rights.
- 7.5 You will do anything reasonably required by us, during or after Performance, to perfect any transfer or licence of rights to us under this clause 7 or to assist us in registering or authenticating (but not at your cost), enforcing or defending those rights.
- 8. Termination**
- 8.1. The Company may terminate the Contract at any time by 30 days' written notice to the Supplier without incurring any liability. The termination shall be without prejudice to rights and liabilities which accrued prior to the termination date.
- 8.2 Parties may decide to terminate the Contract on a date mutually agreed upon for no particular reason or any reason. In the event that parties are unable to reach an agreement on additional Deliverables requested by the Company, the Contract shall be mutually terminated subject to each Party fulfilling the pre-agreed obligations. The decision to terminate shall be signed by the authorised representatives of the parties and shall be without prejudice to any other rights of the parties under the Contract.
- 8.3 The Company may terminate the Contract with immediate effect without incurring any liability if you fail to, or are unable to fulfil your obligations as stipulated under the Contract, and fail to remedy the breach within the time stipulated by the Company when it notified you of the breach. The termination shall be without prejudice to rights and liabilities which accrued prior to the termination date.
- 8.4 Either of the parties may, during the continuance of any Force Majeure event (see clause 19 below), terminate the Contract by written notice to the other party, if a Force Majeure event occurs that affects all or a substantial part of the Deliverables and which continues for more than thirty (30) days.
- 8.5 The Company shall be entitled to terminate the Contract if with immediate effect if you are unable to achieve the key performance indicators as set out in the Specific Agreement or Purchase Order.
- 8.6 If goods ordered are standard or stock items, we can at any time before delivery by notice to you, cancel our commitment to buy them without any liability. In any other case (such as in the case of custom-made goods), where we cancel our commitment to receive and pay for the goods, we will be bound to reimburse you for all irrecoverable costs incurred, or unavoidably committed by you up to the point of cancellation. For this purpose, "costs" means direct costs that you have already expended towards Performance, to an aggregate amount not exceeding 50% of the purchase price for the cancelled commitment. We will be entitled, if we wish it, to the benefit of the part-finished goods.
- 8.7 We may suspend performance of, or cancel, or suspend and then at any subsequent time cancel, the Contract without any liability to us if you breach its terms, or if your business fails.
- 8.8 Your business will be treated for this purpose as having failed if:
- you make any voluntary arrangement with your creditors;
 - (being an individual or firm) you become bankrupt;
 - (being a company) you become subject to an administration order, become insolvent, have a winding up order made against you, go into liquidation or are the subject of a similar administrative or judicial proceeding;
 - any third party takes possession of, or enforces rights over, any of your property or assets under any form of security;
 - you stop or threaten to stop carrying on business;
 - you suffer any process equivalent to any of these, in any jurisdiction; or
 - we reasonably believe that any of the events mentioned above is about to occur and we notify you accordingly.
- 8.9 Any right of cancellation or suspension set out in the Contract is additional to any rights available to us under the law of any relevant jurisdiction.
- 8.10 Where the Contract is terminated for any reason, a joint reconciliation shall be carried out within ten (10) business days of termination by reviewing the extent of your Performance in relation to the Deliverables and calculation of payments shall be made based on quantum of Performance. You will only be entitled to payment for the quantum of your Performance of the Contract subject to the provisions of these Terms, and where you have been paid any amount more than the quantum of Performance you shall refund the excess payment to the Company within five (5) days of the joint reconciliation.
- 9. Enforcement**
- 9.1 The contract is non-assignable by you. It is assignable by us only to a group company, i.e. a company with the same ultimate beneficial ownership as us. You may sub-contract or delegate Performance in particular respects with our prior written consent, but not generally, and not as regards your responsibility to us, nor your direct contact with us, in any respect.
- 9.2 You will procure that none of your associates or sub-contractors behaves in a way which, had the behaviour been yours, would have breached the contract.
- 9.3 We hold the Contract in trust for ourselves and all our affiliates, and the Contract is made for the benefit of all of them so that you will be liable for damage caused to our associates as well as ourselves. Our affiliates for this purpose are any subsidiary, parent company or ultimate controlling shareholder and any company owned by any of them.
- 9.4 No waiver by us of any breach of contract by you will be considered as a waiver of any subsequent breach of the same or any other provision, or as a release of the provision that you breached. No delay by us in enforcement, and no toleration shown by us, is to imply any waiver or compromise of our rights.
- 9.5 If any provision of these Terms is held by a competent authority to be invalid or unenforceable in whole or in part, the validity and enforceability of the other provisions and of the remainder of the provision in question will not be affected. Every provision is severable from every other.
- 9.6 Any written notice under these Terms is required to be in English language. Any such notice may be delivered

- personally or by registered post, courier service or electronic mail transmission; and shall be deemed to be effective (i) if by personal delivery when delivered at the delivery address; (ii) if by courier service, seventy-two (72) hours after delivery at the courier office and a payment receipt is obtained therefrom; and (iii) if by electronic mail, upon transmission.
- 9.6 The Contract will be governed by the law of Nigeria, and you submit to the exclusive jurisdiction of the Nigerian courts.

10. Data Protection

- 10.1. You hereby agree to comply with the requirements of the Nigeria Data Protection Regulation 2019 and other applicable data protection legislation as may be in force from time to time ("Data Protection Legislation"). All capitalised terms in this clause shall be as defined in the Nigeria Data Protection Regulation 2019.
- 10.2. You hereby confirm and acknowledge that for the purpose of complying with the applicable Data Protection Legislation and regulations, you will ensure that you have all necessary appropriate consents and notices in place to enable the lawful transfer, use and processing of the Personal Data by the Company which may come to the possession of the Company pursuant to the Contract.
- 10.3. You shall, in relation to any Personal Data received by you and processed in connection with the performance of your obligations under the Contract covered by these Terms:
- process that Personal Data only on the written instructions of the Company unless you are required by applicable laws to otherwise process that Personal Data;
 - protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
 - ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - not transfer any Personal Data outside of Nigeria unless the prior written consent of the Data Subject has been obtained through the Company and such transfer complies with the Data Protection Legislation;
 - comply with reasonable instructions notified to you in advance by the Company with respect to the processing of the Personal Data;
 - assist the Company, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - notify the Company without undue delay on becoming aware of a Personal Data breach;
 - at the written direction of the Company, delete or return Personal Data and copies thereof to the Company on termination of the transaction unless required by applicable law to store the Personal Data; and
 - maintain complete and accurate records and information to demonstrate your compliance with your obligations to us under this clause and in accordance with the Data Protection Legislation with respect to your relationship with us.
- 10.4 You hereby agree to indemnify, defend and hold the Company and its officers, directors, employees, agents and representatives, and their respective successors and assigns harmless against all losses, claims, damages, liabilities and expenses (including reasonable attorneys' fees), to which the Company may become subject arising out of or by reason of any investigation, litigation or other proceedings related to or resulting from any act of, or omission by you, or your affiliates, officer, director, employee, agent or persons acting through you or on your behalf, which results in a violation of the provisions of a Data Protection Legislation or a breach of the data privacy rights of any Data Subject arising from the provision of the Deliverables.

11. Confidentiality

- 11.1 You will keep strictly confidential all information which you learn about us, our business, other entities in our group, our business contacts and partners, our customers; any proprietary information; and any other information of a confidential nature which may come to your knowledge in the

course of fulfilling your obligations to us; including but not limited to designs, data, market information, commercial and technical information, trade secrets, technical data, know-how, product processes, methods, etc. ("Confidential Information"); and you may not use or disclose the Confidential Information. You may only use the Confidential Information for the performance, in good faith, of your contractual obligations to us, and disclose only as may be necessary to your employees, officers or advisers who have a need to know the information by virtue of their duties and who are under an obligation of confidentiality. At our request, you will procure that such persons enter into confidentiality agreements with us to protect the Confidential Information. By way of illustration only, you may not use such information to help our competitors, poach our staff, or disparage our reputation.

- 11.2 You acknowledge that some of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or prohibited by applicable legislation relating to insider dealing and you undertake not to use any Confidential Information for any unlawful purpose.
- 11.3 You shall immediately notify the Company if you learn of, or suspect any unauthorised use or disclosure of the Confidential Information. If you are compelled by law or by any governmental authority to disclose or divulge any Confidential Information, you shall to the extent permissible by law, promptly notify the Company sufficiently in advance of such disclosure to allow the Company the opportunity to defend, limit, or otherwise protect its interests against such disclosure.
- 11.4 All Confidential Information in whatever form or medium, copies and derivatives from such Confidential Information shall remain the property of the Company and shall be returned to the Company, erased or destroyed at the Company's written request, or at the expiry, cancellation or termination of the Contract whichever is earlier. Where you retain any Confidential Information for the purposes of legal or regulatory compliance, or as a result of copies created pursuant to any automatic archiving or back-up processes, the provisions of this clause 11 will continue to apply to such retained Confidential Information.
- 11.5 The above obligations in this clause 11 shall survive the expiry, cancellation, or termination of the Contract and shall remain in force for so long as the Confidential Information has not otherwise become public knowledge.

12. Status of Relationship

- 12.1 Your relationship with us is as an independent contractor only, not as partner, agent, associate or employee; and nothing in these Terms shall render you or any of your personnel or sub-contractors, an employee, worker, agent, or partner of the Company; and you and your personnel and sub-contractors shall not hold yourself out as such.
- 12.2 Notwithstanding any provision in these Terms, you shall be fully responsible for, and indemnify the Company or any other company in its group against any liability, assessment or claim:
- for taxation whatsoever arising from or made in connection with the performance of the Contract, where such recovery is not prohibited by law;
 - for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any of your personnel against the Company arising out of or in connection with the provision of the Deliverables.
 - in relation to your failure to perform your obligations under the Contract and for any breach of your obligations under the Contract;
 - brought against the Company by a person other than you arising from or is caused by:
 - any negligent or wilful acts or omissions by you or any of your affiliates, officers, directors, employees, agents or representatives (collectively, "the Supplier Representatives") in connection with the Contract;
 - any acts or omissions by any of the Supplier Representatives outside the scope of the Contract;
 - any breach of the Contract by you or any of the Supplier Representatives in connection with your representations, duties and obligations of under the Contract; and

- (iv) any claim that any Supplier Representative is an employee of the Company.
- 12.3 The Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

13. Supplier's Code of Conduct

- 13.1 You shall not engage and shall cause your personnel as well as your sub-contractors and their personnel not to engage during the term of this Contract either directly or indirectly in fraudulent behaviour, corrupt practices, illegal actions, or any other activity that is incompatible with the proper performance of the Contract.
- 13.2 You shall seek to avoid any activities and in particular any kind of public announcement that may adversely reflect on your integrity, independence, and impartiality required by the status of the Company.
- 13.3 By accepting to provide Deliverables, you agree to be bound by all the terms and conditions of the Company's Code of Business Conduct for Suppliers (as may be updated from time to time) available at: https://www.lafarge.com.ng/sites/nigeria/files/atoms/files/code_of_business_conduct_for_suppliers_1.pdf and incorporated by reference into these Terms with the same force and effect as if set forth in full text. Where appropriate the Company shall have the right to terminate the Contract with immediate effect for non-compliance with its Code of Business Conduct.

14. Labour Conditions

- 14.1 Without prejudice to the warranties, representations and covenants in these Terms, you represent and warrant to the Company that none of your personnel will be an infant and you shall comply with the principles enshrined in the International Labour Organisation's Minimum Age Convention No. 138, Worst Forms of Child Labour Convention No. 182 and International Labour Organisation's International Programme on the Elimination of Child Labour (IPEC).
- 14.2 You represent and warrant that you do not make use of forced or slave labour.
- 14.3 You represent and warrant that you are fully compliant with all applicable labour laws including the payment of appropriate remuneration; provision of a safe work environment; and remittance of personal income taxes, pension and other social security contributions.
- 14.4 The Company shall have the right to terminate the Contract with immediate effect without any liability if you are found to be in breach of this clause 14.

15. Costs

Except as expressly provided in the Contract, each Party shall pay its own costs incurred in connection with the negotiation, preparation, and execution of the Contract and any documents referred to in it.

16. Anti-Bribery and Corruption

- 16.1 The Contract shall be transacted in line with the Company's Code of Business Conduct for Suppliers already in existence, and as the Company may from time to time recommend. Parties acknowledge that fraud is characterized by acts of guile, deceit, trickery, concealment, or breach of confidence, which are used to gain some unfair or dishonest advantage. Fraud may occur at any further stage of the transaction process.
- 16.2 The Supplier warrants that it:
- a. is knowledgeable about and will comply with all applicable anti-corruption, anti-bribery, sanctions and anti-money laundering laws, applicable tax laws and any other criminal laws, as well as any other rules and regulations applicable in Nigeria to the performance of the Contract;
 - b. did not in the past and shall not in the future offer, promise or provide payments or any other advantages or favors, either directly or indirectly, to:
 - (i) a private party; or
 - (ii) a public official for him or herself or another person or entity, in order to influence such public official or any official action; which as a result could lead to an improper advantage to the Company or any of its affiliates;
 - c. does not employ public officials and does not have any business relationship or association with any

public official who is or will be in a position to affect or influence the Company's or any of its affiliates' business operations;

- d. has never been convicted for violating anti-corruption, sanctions, anti-money laundering, tax or any other criminal laws, and has not been, and currently is not subject of any criminal, court or administrative proceedings in connection with such offences;
 - e. will refrain from any involvement whatsoever, whether direct or indirect, in corruption or bribery of any description, whether active or passive, with any third-party entity or individual in the performance of its duties in respect of the Contract. It further confirms that it has not given and will not give any commission(s), payment(s), gift(s) of any value, kickback(s), lavish or excessive entertainment or any other things of value to any employee(s), member(s) of an employee's family, or any agent of the Company, any governmental authorities or any other person, nor has it received nor will it or any of our employees receive the same from the Company in connection with the Contract;
- 16.3 The Supplier acknowledges and agrees that its appointment was expressly made on the basis of the above representations remaining true and accurate. The Company may terminate the Contract in writing with immediate effect for good cause if it has reasonable grounds to believe (on the basis of credible information, including, but not limited to, well-sourced press reports or third-party statements that it reasonably believes to be reliable) that the Supplier has committed a breach relating to the above representations and warranties. The Parties acknowledge and agree that any such breach of representation is deemed a material breach of the Contract entitling the Company to terminate the entire Contract at any time and with immediate effect, without any obligation to pay any outstanding fees or make any other compensation or reimbursement.
- 16.4 The Supplier acknowledges that the giving or receiving of any such payments, gifts, kickbacks, lavish or excessive entertainment or other things of value is strictly in violation of the Company's Code of Conduct for Business Suppliers and may result in the termination of the Contract and all future businesses. The Supplier shall notify the Company of any solicitation by, or provision /payment of the above to any of its employees, their family members or agents of the Company, any governmental authority or any other person in connection herewith.
- ### 17. Supplier's Personnel
- 17.1 You shall provide at your own cost and expense, adequate number of personnel for the performance of the Contract.
- 17.2 You shall comply with Nigerian labour laws and any other labour laws applicable to you regarding the engagement of your personnel including providing letters of employment within the time stipulated by law.
- 17.3 If any Performance occurs on our premises, you shall:
- a. ensure that best industry standards are adopted for the health and safety both of your personnel and of any other individuals affected by your actions including wearing of appropriate personal protective equipment where applicable and using well maintained equipment. You shall ensure that while on our premises, your personnel comply with our policies and requirements as to security, health and safety routines, times and areas of access, and other rules applicable to the relevant premises.
 - b. with respect to your personnel who may be assigned to work on your behalf within the our premises, conduct background and personality checks to ensure that only appropriate and competent personnel with suitable experience, and with honest and trustworthy character are assigned to work on our premises. The Company shall not interfere or be associated with the selection process of such personnel.
 - c. appoint a supervisor who shall be responsible for managing your personnel while they are on our premises and who shall serve as the liaison person with the Company.
 - d. where applicable, ensure that your personnel shall be properly identified by their uniforms, which must be

- worn at all times while on duty, and must be neat and clean. Your personnel must wear a valid identity card at all times.
- 17.4 We may refuse or terminate access to any individual whom we reasonably consider undesirable to have on our premises or who breaches any of our rules or policies. If in our opinion, your personnel who may be providing any services within our premises are found unsuitable, or if we find that any of your personnel has:
- committed serious misconduct or has been charged with having committed a criminal offence, or
 - the Company has reasonable cause to be dissatisfied with the performance of any of the such personnel,
- then at the Company's request, you shall provide as a replacement, a person with similar qualifications and experience acceptable to the Company. You shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of your personnel pursuant to this clause 17.4.
- 17.5 Your personnel shall at all times remain your employees and shall not at any time be deemed employees of the Company. You shall be solely liable for the employment or disengagement of your personnel.
- 17.6 All personnel that you assign to perform the Contract shall be medically fit to perform the Contract. At regular intervals thereafter, you have the responsibility to ensure the fitness of your workers and provide a medical certificate, where required by the Company.
- 17.7 You shall be responsible for the employment, welfare, insurances, social security, personal income taxes, use of personal protective equipment and discipline of your personnel and the Company shall not in any way be held accountable for any disciplinary action you take in that regard. You shall provide evidence of compliance with payment of taxes and social security contributions in accordance with applicable law upon the Company's request.
- 17.7 You shall be held wholly and solely responsible for any acts of your personnel that disrupts the Company's activities and shall be liable for any loss, damage, or injury to the Company or any third party resulting from the acts or omissions of your Personnel whether or not such act or omission constitutes a breach of the Contract. You shall indemnify and keep indemnified the Company against any such loss, damage or injury.
- 17.8 On completion of, or termination of the Contract, you shall ensure that where you intend to disengage any personnel who were engaged in relation to the Deliverables, such disengagement shall be carried out in accordance with the provisions of the applicable labour laws.
- 17.9 In case of any disputes arising out of or on account of the your personnel, it shall be your responsibility to pay your personnel, settle such disputes, defend and indemnify the Company in respect of any consequences thereof.
- 18. Dispute Resolution**
- 18.1 Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or its interpretation.
- 18.2 If the dispute has not been resolved within seven (7) days after the commencement of settlement discussions under clause 18.1 above, either party may request that the dispute be submitted for mediation and the other party shall consider such request. Neither Party shall be obliged to submit to mediation unless (and then only for so long as) the other agrees to it.
- 18.3 In the event that Parties are unable to settle any dispute by mediation, parties shall refer such dispute to the Nigerian courts which shall have the jurisdiction to settle any dispute arising out of or in connection with the Contract, including a dispute relating to the existence, validity, or termination of the Contract.
- 19. Force Majeure**
- 19.1 For the purposes of the Contract "Force Majeure" shall mean any event beyond the reasonable control of the Party claiming the occurrence of Force Majeure:
- the occurrence of which could not have been reasonably foreseen at the date of execution of the Contract; and
 - includes, but is not limited to, war whether declared or not, revolution, riot, strike or other protestor action, insurrection, civil commotion, invasion, armed conflict, acts of God, national defense requirements, war, blockade, insurrection, sabotage, epidemic, pandemic, embargo, government or regulatory action.
- 19.2 If any Force Majeure occurs in relation to either party which materially affects or may materially affect the ability of either Party to perform its obligations under the Contract, it shall notify the other party forthwith as to the nature and extent of the circumstances in question.
- 19.3 Neither party shall be deemed to be in breach of the Contract, or shall otherwise be liable to the other, by reason of any delay in performance, or the non-performance, of any of its obligations under the Contract to the extent that the delay or non-performance is due to any Force Majeure. Provided the non-performing Party informs the other party within three (3) days of the occurrence of any Force Majeure and is without fault in causing such default or delay, and such default or delay could not have been prevented by the non-performing party through the use of alternative sources, workaround plans or other means, and the time for performance of that obligation shall be extended accordingly.
- 19.4 In the event of any such Force Majeure, each party shall bear the loss of any of their own property so damaged or lost which shall include the property of their employees, agents and servants as well as that of any sub-contractor.
- 19.5 In the event that Force Majeure shall or it is clear that Force Majeure shall last for more than thirty (30) days the Company may terminate the Contract by giving you notice with retroactive effect to the date on which the Performance of the Contract was interrupted, without payment of compensation to you, other than payment for the part of the Deliverables performed up to the date of the said interruption.
- 20. Third Party Rights**
- Any person who is not a Party to the Contract shall have no right to enforce any term of the Contract.
- 21. Headings**
- Headings are for ease of reference only and do not affect the interpretation of these Terms.
- 22. Special Terms**
- Where applicable and depending on the type of Deliverables as may be ordered by the Company, special terms may apply in addition to these Terms ("Special Terms"). Where this is the case, you will be provided with the Special Terms, which you must accept in writing.
- 23. Electronic Signature**
- An electronic or facsimile signature, or an electronic copy of a signature received in portable document format (PDF) shall be deemed to be of the same force and effect as an original signature on an original executed document.
- 24. Acceptance of Terms and Conditions**
- By accepting the Purchase Order, entering into the Specific Agreement, or agreeing to provide the Deliverables, you acknowledge that you have read, understood and agree to be bound by these Terms.