

Purchase Order

General Terms and Conditions

1. General

These General Terms and Conditions govern the provision of services to BUA Foods Plc unless expressly agreed otherwise. It is hereby expressly agreed that this Purchase Order shall govern the delivery of Products or Goods by the Supplier to BUA Foods Plc.

2. Award Duration

The item(s) shall be delivered to the delivery location on or before the Expected Date of Delivery on this Purchase Order.

3. Terms of Payment

Payment shall be on delivery of all items and receipt of items by BUA Foods or its authorized representative. Invoice(s) and delivery note must be submitted once the receipt has been confirmed. Payment shall be in the currency of the purchase order.

4. Non-delivery / Non-conforming Products

a) If the Supplier fails to deliver all or part of the Products or all or part of the Products are rejected by BUA Foods Plc as to be non-conforming to the specifications set out under this agreement, BUA Foods Plc may at its sole discretion elect for one of the following corrective actions to be taken:

i. The Supplier is to refund to BUA Foods Plc the price of such non-delivered or non-conforming Products and reimburse any costs incurred by BUA Foods Plc as a result of the non-delivery or non-conformity of Products;

ii. The Supplier to replace, at the Supplier's sole cost and expense, the non-delivered or non-conforming Products with Products acceptable to BUA Foods Plc within seven (7) days of receipt of BUA Foods Plc's written demand; or

iii. BUA Foods Plc to purchase alternative Products from a third party, and claim reimbursement from the Supplier for the price of the non-delivered or non-conforming Products and any additional costs and expenses incurred by BUA Foods Plc in its purchase of the alternative Products, including any difference in the price of the Products.

b) Any Products rejected by BUA Foods Plc as non-conforming to the specifications set out under this Agreement shall be held entirely at the risk of the Supplier and must be removed by the Supplier at its own expense within seven (7) days of being notified of BUA Foods' rejection of the Products/goods. In the event the Supplier fails to remove the Products within seven (7) days, BUA Foods Plc may remove or dispose of the Products at the Supplier's expense.

c) If the Supplier fails to comply with BUA Foods Plc's elected corrective actions described in 4(a) above, BUA Foods Plc, reserves the sole right and that without notice to the Supplier, to take all necessary steps to carry out the elected corrective action and claim reimbursement from the Supplier for the price of the Products and any additional costs and expenses incurred by the BUA Foods Plc in relation thereto.

d) Until the goods specified in this purchase order are physically delivered to and accepted by BUA Foods Plc at the designated delivery location, the Supplier shall bear the risk of any loss, damage, theft or destruction of the goods regardless of the cause.

5. Late Delivery

The timing of the delivery of the Products is of the essence under the terms of this agreement. If the Products are not delivered by the date specified in this agreement, BUA Foods Plc may, without liability and in addition to its other rights exercise any of the following:

a) terminate or reschedule the order for the Products by notice to the Supplier, effective upon receipt; and/or



b) purchase alternative Products from a third party and claim reimbursement from the Supplier for any additional costs and expenses incurred by BUA Foods Plc in its purchase of the alternative Products, including any difference in the price of the product.

6. Indemnity

a) The Supplier shall indemnify and hold BUA Foods Plc harmless against any damages, loss, claims, fines, expenses or costs that may be suffered or awarded against BUA Foods Plc or agreed to be paid to any third party by BUA Foods Plc in respect of any claim arising out of the unauthorized use, alteration, modification or adjustment of any information or data by the Supplier, its employees or agents with respects to the Products/goods supplied to BUA Foods Plc.

b) The Supplier shall indemnify BUA Foods Plc against any liability, expenses, fines, sanctions, damages and/or losses suffered or incurred by BUA Foods Plc as a result of any damage, loss or fraud that occurs due to unauthorized access to or loss of the documents delivered to the Supplier, or any negligence, misconduct or wilful act of the Supplier, its agents or employees in connection with this Agreement.

c) The Supplier shall and hereby undertake to indemnify and hold BUA Foods Plc harmless against any damage, losses, fines, regulatory sanction or liabilities (including solicitors' fees) and other expenses suffered or incurred by BUA Foods as a consequence of any breach of this terms and conditions (including breach of any warranty contained herein), non-performance, negligence of the Supplier Company, its employees and/or agents.

7. Warranties/Representations

The Supplier represents and warrants that:

a) The Supplier has full and sufficient rights, knowledge, skills, and expertise to provide the services and perform your obligations hereunder.

b) The Supplier shall perform the services in compliance with the provisions of these terms and conditions, in a good and workmanlike manner and with professional diligence and skill.

c) The supplier hereby confirms that it is under no obligation or restriction, and it will not assume any obligation or restriction that would, in any way interfere with, conflict with, or present a conflict of interest concerning the performance of this transaction.

8. Confidentiality

a) Any information received by the supplier from BUA Foods Plc with respect to this transaction/terms and conditions is confidential and proprietary and must be held in the strictest confidence. Consequently, the supplier hereby undertakes and agrees not to use such information provided by BUA Foods Plc for any purpose other than as permitted or required for the performance of the services under these terms and conditions.

b) The disclosure of any information so received to a third party must be with the express written permission of BUA Foods Plc signed by its duly authorized representatives or where such disclosure is rendered compulsory by legislation or regulation, provided that such disclosure shall be limited to the extent required by law or such regulation.

c) The Supplier undertakes and agrees to procure its resource and other employees' (jointly called the "Representatives") compliance with the confidentiality obligations contained in this clause. The Supplier shall be liable for any breach of this clause by its Representatives and agrees/undertakes to indemnify BUA Foods Plc from any loss, claim or liability incurred by BUA Foods as a result of a breach of this clause.

d) Breach of the confidentiality provisions shall be deemed a material breach of this Contract.

e) Upon termination of the agreement, the Supplier shall return or destroy all confidential information of BUA Foods Plc in its possession or control according to BUA Foods's Privacy Policy and shall permanently erase all electronic



copies of such confidential information. If requested in writing by BUA Foods Plc, the supplier shall certify in writing, within thirty days, that it has fully complied with your obligation under this clause. This Confidentiality obligation shall outlive the termination of this agreement.

9. Assignment and Sub-Contracting

The Suppliers' obligations are not assignable at your instance, whether in whole or in part except with the prior written consent of BUA Foods Plc. If approved, the Supplier remains responsible for fulfilling all terms of the purchase order.

10. Non-Exclusivity

The Supplier acknowledges and agrees that this relationship is non-exclusive, and BUA Foods Plc may appoint other persons to perform similar services to BUA Foods Plc and BUA Foods Plc may engage additional contractors or service providers.

11. Law and Jurisdiction

These terms and conditions shall be governed and construed in accordance with Nigerian laws.

12. Dispute Resolution

Disputes shall be resolved via mediation between the Supplier and BUA Foods Plc' Executive Management or any authorized staff of BUA Foods Plc. BUA Foods Plc however reserves the right to take any lawful means at any time including without limitation to litigation, for the resolution of disputes under this Purchase Order

13. Others

a) Products must comply with specifications. Besides, materials should be packed in standard roadworthy packing to avoid transit damage. Please use eco-friendly recyclable packing & avoid the use of plastics as far as possible for better environmental control at our end.

b) Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from a Force Majeure Event. Force Majeure Event shall mean an act of God, general or nationwide strike, riot or civil commotion, fire within BUA Foods Premises, war, prohibition of import, unforeseeable or unavoidable impediment to navigation or any other event beyond the party's reasonable control.

c) If a Force Majeure Event occurs, the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for more than thirty (15) days, the party not affected may terminate this agreement by giving three (3) days' written notice to the affected party.

d) Both parties agree to comply with anti-bribery and corruption laws in Nigeria.

By accepting this Local Purchase Order (LPO), the supplier enters into a binding contract with BUA Foods. This LPO and the General Terms and Conditions on our website (www.buafoodsplc.com/poterm/) exclusively govern the parties' rights and obligations.

For enquiries, please contact: procurementservices@buafoodsplc.com