

pladis Foods Nigeria Limited
2023 GENERAL TERMS AND CONDITIONS
FOR THE PURCHASE OF GOODS AND/OR SERVICES: ID NUMBER 01062023.1

1 DEFINITIONS

1.1 In these Conditions, the following 'definitions shall apply:

Background Intellectual Property Rights means any Intellectual Property Rights, other than Foreground Intellectual Property Rights, that are used in the course of or in connection with the supply of the Goods and/or the provision of the Services (Including any Deliverables).

Conditions means these terms and conditions with ID number 01062023.1.

Confidential Information means all information concerning the business affairs of either party including, without limitation, all information relating to and included in all processes of manufacture and manufacturing data, business policies, sales and marketing data, recipes, formulae, specifications, software specifications, computer systems and any other confidential information in any media used by or the property of a party save to the extent to which such information shall (other than through unauthorised disclosure) come into the public domain.

Contract means a contract to supply Goods and/or Services pursuant to an Order incorporating these Conditions and any relevant Special Terms, created in both cases in accordance with Condition 2.3.

Control means the power of a person to secure that the affairs of another are conducted directly or indirectly, in accordance with the wishes of that person whether by means of: in the case of a company, being the beneficial owner of fifty per cent (50%) or more of the issued share capital of or the voting rights in that company; or having the right to appoint or remove a majority of the directors; or otherwise control the votes at board meetings of that company by virtue of any powers conferred by the articles of association, shareholders' agreement or any other document regulating the affairs of that company; and **Controlled** shall be construed accordingly.

Customer means pladis Foods Nigeria Limited.

Customer Materials has the meaning set out in Condition 4.2(i).

Customer Personal Data means personal data relating to Customer personnel, consumers, customers and suppliers;

Data Protection Laws means the General Data Protection Regulation (Regulation (EU) 2016/679) (the **Regulation**), the Nigerian Data Protection Regulations (NDPR), any successor thereto, all national laws in respect of the same, and any other laws and regulations relating to data protection or the privacy of individuals that are applicable to each party's processing of personal data under a Contract. any successor thereto, all national laws in respect of the same, and any other laws and regulations relating to data protection or the privacy of individuals that are applicable to each party's processing of personal data under a Contract.

Deliverables means all documents, products and materials developed by Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

EU means the countries that are from time-to-time member states of the European Union.

Force Majeure Event means war damage, enemy action, terrorism, riot, civil commotion, rebellion, storm, tempest, flood, nuclear accident, strike/industrial action, pandemic or act of God but shall exclude any in-house strike or industrial action involving the employees of Supplier, its sub-contractors or agents.

Foreground Intellectual Property Rights any Intellectual Property Rights that arise or are obtained or developed by a party, or by a contractor on a party's behalf, in the course of or in connection with the supply of the Goods and/or the provision of the Services (including any Deliverables).

Goods mean the goods (including any instalment of the goods or any part of them) as set out or specified in the Order or in any Special Terms.

Group means, in relation to any company, that company and every Subsidiary or Holding Company of that company or a Subsidiary or Holding Company of any such Subsidiary or Holding Company from time to time.

Holding Company means holding company as defined in Section 381 Companies and Allied Matters Act 2020.

Incoterms means the rules for the use of domestic and international trade terms published by the International Chamber of Commerce and known as Incoterms 2020 or any revision or replacement of those rules.

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Location means the address stated in the Order or the Special Terms or such other address as Customer shall notify to Supplier from time to time.

Non-Conformance means any event where Supplier fails to meet the obligations of the Contract. A Non-Conformance event shall include rejection of Goods and/or Services by Customer attributable to Supplier's failure, raw material contamination, contamination of Customer production processes and or distribution chain, Supplier's failure to deliver on an agreed date and/or time, and/or failure to deliver agreed quantity/specification, obstructed vehicle loads, consumer complaints attributable to Supplier, failure to book a delivery time slot and/or poor performance of Goods and/or Services supplied.

Order means an order from Customer to Supplier for the supply of Goods and/or Services in such form as Customer may determine from time to time.

Payment Terms means shall be as provided in any Special Terms or Purchase Order relevant to the Supplier.

Price means the price to be charged to Customer for the Goods and/or Services, as set out in the Order or in any Special Terms.

Personal data, process/processing, data controller, data subject and supervisory authority shall have the same meanings as in the Regulation and/or NDPR.

pladis means pladis Foods Nigeria Limited a company registered in Nigeria with company registration number RC: 87352 and having its registered office at No. 7, Henry Carr Street, Ikeja, Lagos, Nigeria.

Services means the work and/or services as set out or specified in the Order or in any Special Terms.

Service Levels means any service levels, if any, as set out or specified in the Order or the Special Terms.

Special Terms means any special terms and conditions which are agreed in writing between Customer and Supplier and which shall apply to a particular order or orders for Goods and/or Services in addition to these Conditions.

Subsidiary means subsidiary as defined in Section 381 of the Companies and Allied Matters Act 2020

Supplier has the meaning set out in the Special Terms or the Order.

VAT means value added tax.

WHT means withholding tax where applicable

The relevant tax authorities means Federal Inland Revenue Service (in the case of a company income tax, VAT and WHT deducted from a company) and Lagos State Internal Revenue Service or any similar State Revenue Service (in the case of Personal Income Tax or any WHT deducted from an individual or a registered business name)

1.2 The headings to these Conditions are inserted for convenience only and shall not affect the construction of these Conditions.

1.3 Words imparting the singular shall include the plural and vice versa. Words imparting a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.

- 1.4 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.
- 1.5 References to any statute or statutory provision shall include (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification), and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification).
- 1.6 In the event of a conflict between the Contract, these Conditions and any Special Terms the following order of precedence shall apply:
- (a) the Contract (i.e. Purchase Order); then
 - (b) any Special Terms; and then
 - (c) these Conditions.

2 BASIS OF PURCHASE

- 2.1 Supplier shall sell, and Customer shall purchase the Goods and/or Services as may be ordered by Customer in an Order placed by Customer on Supplier from time to time in accordance with these Conditions.
- 2.2 Customer may from time to time provide Supplier with non-binding indicative forecasts of the possible quantities of Goods and/or Services which Customer might require to be provided under the Contract. For the avoidance of doubt, such forecasts shall not constitute an Order and shall not commit Customer to purchasing such quantities of Goods and/or Services.
- 2.3 Where an Order is placed by Customer in accordance with any Special Terms, or otherwise, each such Order shall be binding on Supplier and Customer and shall create a contract between Customer and Supplier to provide the Goods and/or Services set out in the Order at the Price. Otherwise, where an Order is placed by the Customer such Order shall be deemed to be accepted by Supplier on the earlier of:
- (a) Supplier issuing written acceptance of the Order; or
 - (b) any act by Supplier consistent with fulfilling the Order, at which point and on which date a contract shall come into existence.
- 2.4 These Conditions and any Special Terms shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to Customer or subject to which the Order is accepted or purported to be accepted by Supplier. These Conditions and any Special Terms override all terms and conditions which Supplier may at any time attach or seek to apply to the supply of Goods and/or Services (notwithstanding any contrary terms in Supplier's terms and conditions).
- 2.5 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.6 No addition to or variation to these Conditions, any Special Terms, or the Contract shall be made (or if made shall not be valid) unless expressly agreed in writing by Customer and Supplier.
- 2.7 Supplier shall continuously seek to improve the Goods and/or Services and to find more cost-effective solutions for Customer's requirements in relation to the Goods and/or Services. Supplier commits to ensure the productivity savings from year to year during the Contract term. The parties shall work together to devise productivity improvement proposals. Supplier shall provide Customer with at least five (5) significant productivity savings proposals each year. The Supplier will provide Customer with annual reports on the productivity savings. Any recommendations in relation to such proposed improvements shall not vary in any way the specification for Goods and/or Services under the Contract or any Special Terms without the prior written approval of Customer (which it may in its discretion withhold).

3 SUPPLY OF GOODS

- 3.1 In supplying the Goods, Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods and that the Goods comply with all applicable laws, regulations, standards and codes of practice (whether voluntary or mandatory);
- (a) where applicable it shall comply with all Customer policies and/or codes of practice, including without limitation, the pladis Code of Conduct, the pladis Human Rights Policy and the pladis No deforestation, no peat, no exploitation (NDPE) Policy, as are in force and are communicated to Supplier from time to time;
 - (b) all foodstuffs to be used in the preparation of Goods ordered under the Contract shall conform in every respect with the requirements of all legislation relating to foodstuffs for the time being in force together with all applicable codes of practice issued by Customer from time to time;
 - (c) the Goods will not be unsafe, injurious to health or, where applicable, unfit for human consumption;

- (d) the Goods will be of satisfactory quality and fit for any purpose held out by Supplier or made known to Supplier at the time the Order is placed;
- (e) the Goods will be free from all defects including latent defects in design, material and workmanship; and
- (f) the Goods will correspond strictly with any relevant specification or sample or requirements of Customer.

- 3.2 Supplier shall permit Customer and its representatives at any reasonable time to inspect, audit and test the Goods during manufacture, processing or storage at the premises of Supplier or any third party prior to despatch, and Supplier shall provide Customer with all facilities reasonably required for such inspection and testing.
- 3.3 If, as a result of any inspection or testing, Customer is not satisfied that the Goods comply or will comply in all respects with the Contract and the relevant specification or sample, and Customer so informs Supplier within fourteen (14) days of inspection or testing, (or if the Goods are stored for a period of time, or tested or inspected after receipt by Customer, within fourteen (14) days of such Goods being inspected before use) Supplier shall take such steps as are necessary to ensure compliance without any additional cost to Customer.
- 3.4 Notwithstanding any such inspection or testing, Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect Supplier's obligations under the Contract, and Customer shall have the right to conduct further inspections and tests after Supplier has carried out any remedial actions.

4 SUPPLY OF SERVICES

- 4.1 Supplier shall provide the Services to Customer in accordance with the Contract and, in particular, the Service Levels (if any).
- 4.2 In providing the Services, Supplier shall:
- (a) co-operate with Customer in all matters relating to the Services, and comply with Customer's instructions;
 - (b) act diligently and in an efficient and commercial manner with the degree of skill and care to be expected of a first-class supplier experienced in providing similar services to the Services and in accordance with good industry practice and all applicable codes of practice;
 - (c) use sufficient employees, and with Customer's written consent, agents, representatives and sub-contractors, with appropriate experience and qualifications to ensure satisfactory and professional provision of Services to Customer;
 - (d) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (e) use excellent quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Customer, will be free from defects in workmanship, installation and design;
 - (f) obtain and at all times maintain all necessary licences and consents, and ensure that the Services comply with all applicable laws, regulations standards and code of practice (whether voluntary or mandatory);
 - (g) ensure that the Services correspond with any relevant specification, sample or requirements of Customer;
 - (h) observe all health and safety rules and regulations and any other security requirements that apply at any of Customer's premises;
 - (i) hold all materials, equipment and tools, drawings, specifications and data supplied by Customer to Supplier ("**Customer Materials**") in safe custody at its own risk;
 - (j) maintain Customer Materials in good condition until returned to Customer, and not dispose or use Customer Materials other than for the performance of the Services and in accordance with Customer's written instructions or authorisation; and
 - (k) not do or omit to do anything which may cause Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and Supplier acknowledges that Customer may rely or act on the Services.
 - (l) where applicable comply with all Customer policies and/or codes of practice, including without limitation, the pladis Code of Conduct, the Customer's Supplier Code of Ethical Conduct, the pladis Human Rights Policy and the pladis No deforestation, no peat, no exploitation (NDPE) Policy, as are in force and are communicated to Supplier from time to time.
 - (m) Make and remit all statutory payments and contributions on behalf of its Staff as and when due including but not limited to PAYE, pension contributions,

Group Life Insurance premiums, Industrial Training Fund contributions (ITF) and the Employee Compensation Scheme contributions (ECS) in particular where Supplier's employee are deployed to work at Customer's premises and provide the Customer with evidence of remittance upon request.

- (n) Provide medical and other mandatory insurance cover for its employees and provide the Customer with evidence of such cover upon request.
- (o) Where applicable, ensure that all its employees deployed to work at the Customers premises have suitable employment contracts as required under the Labour Act.
- (p) Where applicable, ensure that its employees deployed to work at the Customer's premises do not fall below the agreed number as provided in any contract or any Special Terms.
- (q) Monitor performance to ensure adherence to quality standards stipulated in the agreement and through written communication made by the Customer from time to time.
- (r) Where applicable, Submit monthly reports of its service.
- (s) Ensure that all its staff deployed to provide services under this contract are above the age of 18 (or any minimum work age limit as prescribed by the Nigerian government from time to time).
- (t) Ensure that its employees deployed under this contract are appropriately trained and skilled to deliver the service and ensure consistent, health safety and environment capacity building is given to its employees.
- (u) Use only food grade and/or approved agents and/or equipment for the provision of its services under this agreement.
- (v) Ensure compliance by its employees to all Customer's policies, rules and regulations and in particular, all policies rules and regulations related to food safety, GHK, GMP and HSE.
- (w) As may be necessary, undertake quarterly or bi-annual performance review meetings as required between the Supplier and the Customer's designated representatives with a view to enhancing service delivery by the Supplier. Continuous improvement will be a specific topic of discussion of all performance review meetings and the review shall focus on but shall not be limited to:
 - i. Improving performance
 - ii. Improving processes
 - iii. Mitigating negative impact of external factors
 - iv. Improving Health, Safety & Environment Compliance
 - v. Improving Food Safety, Good House Keeping and Good Manufacturing Practices Compliance

4.3 To the extent that either party, acting as a Data Controller, discloses Personal Data to the other party, who will also be a Data Controller in relation to such Personal Data upon receipt ("Commonly-Controlled Personal Data"), each party agrees that:

- (a) it shall process the Commonly- Controlled Personal Data in compliance with its obligations as a Data Controller under Data Protection Laws;
- (b) it shall not by its act or omission cause the other party to breach its own obligations as a Data Controller under the Data Protection Laws in relation to the Commonly Controlled Personal Data; and
- (c) assist the other party with the fulfilment of its obligations under the Data Protection Laws and/or regulations.

4.4 Where any part of the Services involve the processing of Customer Personal Data by Supplier the Supplier shall, and procure that the its staff shall:

- (a) process Customer Personal Data only for the purposes of carrying out the Services or as otherwise instructed by Customer in writing unless prohibited from doing so by a European Union, Member State or United Kingdom law to which the Supplier is subject. In such case the Supplier will inform the Customer of that legal requirement before processing unless the law requiring such processing prohibits the Supplier from notifying Customer on an important ground of public interest;
- (b) assist Customer with the fulfilment of the Customer's obligations under the Data Protection Laws;
- (c) take all reasonable steps to ensure the reliability of its staff who have access to Customer Personal Data and ensure that access is limited to such authorised staff only who require access to it for the purpose of complying with the obligations under the Contract and who will maintain the security, and are bound by obligations of confidentiality in respect of the Customer Personal Data;
- (d) implement and maintain appropriate technical and organisational security measures to prevent unauthorised and unlawful processing of or accidental

loss, destruction or damage, alteration or disclosure to Customer Personal Data and, in particular, where the processing involves the transmission of data over a network, against all other unlawful forms of processing and acknowledges that the security measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing and accidental loss, destruction, damage, alteration or disclosure to the Customer Personal Data and having regard to the Customer Personal Data which is to be protected;

- (e) promptly notify Customer about:
 - (i) any actual or suspected security breach, unauthorised access, misappropriation, loss, damage or other compromise of the security, confidentiality, or integrity of Customer Personal Data processed by Supplier;
 - (ii) any complaint, communication or request received directly by Supplier from a data subject or a supervisory authority pertaining to the Company Personal Data, without responding to that request unless it has been otherwise authorised to do so by Customer;
- (f) make available to the Customer all information necessary to demonstrate compliance with the Data Protection Laws, and allow for and contribute to audits, including inspections and information requests, conducted by the Customer or an auditor mandated by the Customer;
- (g) not subcontract any of its processing operations unless expressly authorised in writing to do so by the Customer. Where Customer authorises in writing Supplier to subcontract any of its processing operations, Supplier will do so through a contract containing the same data protection obligations as those contained in the Contract. Supplier will remain fully liable for the failure of the subcontractor to fulfil its data protection obligations;
- (h) not export Customer Personal Data that is processed within Nigeria outside Nigeria (either directly or via onward transfer) without the prior written permission of the Customer unless such export is made to a jurisdiction that the NDPR has found to offer an adequate level of protection for personal data transferred to it from Nigeria;
- (i) where Supplier has obtained Customer's written permission in accordance with Condition 4.4 (h), Supplier shall ensure that any processing (including, without limitation storage) or transfers of Customer Personal Data to any third country that cannot ensure an adequate level of protection are made in compliance with the applicable requirements of the Regulation and/or NDPR concerning international and onward data transfers and any rules and regulations based upon the Regulation and/or and shall co-operate with Customer and take all necessary steps to ensure compliance with the same. Customer shall be entitled, at no cost to itself, to suspend, or require Supplier to suspend, any transfers of Customer Personal Data which do not comply with the provisions of Condition 4.4 (i);
- (j) process Customer Personal Data for no longer than necessary for the purpose of performing its obligations under the Contract;
- (k) return (or at the Customer's written request, to destroy) all Customer Personal Data in Supplier's possession upon termination of Supplier's Services;
- (l) indemnify and keep indemnified Customer against all costs, claims, losses, damages and expenses (including reasonable legal expenses) arising out of, or in connection with, any breach of this Condition 4.4 by Supplier, any authorised sub- contractors and/or its representatives; and
- (m) Breach of this Condition 4.4 shall be deemed a material breach under Condition 15.1.

5 **PRICE OF THE GOODS AND/OR SERVICES**

5.1 Prices shall be:

- (a) inclusive of any applicable VAT (which shall be payable by Customer to the Supplier subject to receipt of a valid invoice; and
- (b) where delivered by Supplier to the Location, inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery to the Location and any duties, imposts or levies other than VAT.
- (c) WHT shall be deducted by the Customer from the invoice of the Supplier and remitted to the relevant tax authorities wherever applicable.

5.2 Supplier shall only be entitled to charge for expenses where this right has been specifically agreed in writing in advance by Customer.

6 **PAYMENT**

6.1 Supplier shall invoice Customer on or at any time after completion:

- (a) in respect of Goods, invoice Customer on or at any time after completion of the delivery of the Goods to be provided under the Contract; and
- (b) in respect of Services, invoice Customer upon completion of all of the Services to be provided under the Contract."

and each invoice shall include such supporting information required by Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

- 6.2 In consideration of the supply of Goods and/or Services by Supplier, Customer shall pay the invoiced amounts in accordance with the Payment Terms.
- 6.3 Supplier shall maintain complete and accurate records of the time spent and materials used by Supplier in providing the Services, and Supplier shall allow Customer to inspect such records at all reasonable times on request.
- 6.4 Subject to the provisions of this Condition 6 or as may otherwise be agreed by the Customer and Supplier in writing, Supplier may charge Customer interest on any overdue payments at a rate a rate agreed by both parties. The parties agree that the interest on overdue payments set out in this Condition 6 constitutes a substantial remedy for the purposes of the Late Payment.
- 6.5 The interest set out in Condition 6.4 above will be chargeable by Supplier provided Supplier gives Customer written notice that payment is overdue. The interest will be payable by Customer if Customer does not remedy the late payment within fourteen (14) days of receipt of such notice.
- 6.6 Interest on overdue payment will not accrue if the parties are in dispute over the overdue payment.

7 DELIVERY

- 7.1 Supplier shall ensure that:
 - (a) the Goods are properly packaged and secured against damage, contamination and deterioration so as to reach the Location in good condition under normal transport conditions;
 - (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number, the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (c) if Supplier requires Customer to return any packaging material for the Goods to Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to Supplier at the cost of Supplier.
- 7.2 The Goods or Services shall be provided by the date and times and at the Location strictly in accordance with the relevant Order or as otherwise agreed in writing by Customer.
- 7.3 Time shall be of the essence with regards to dates specified by Customer for the delivery of Goods and/or performance of Services.
- 7.4 In addition to any right Customer may have under the Contract, Customer shall be entitled to postpone the date of delivery for whatever period Customer thinks fit, provided Customer pays such of Supplier's additional charges as Customer in its reasonable discretion thinks fit in the circumstances.
- 7.5 Supplier shall not deliver the Goods in instalments without Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Customer to the remedies set out in Conditions 13.1 and 13.2.
- 7.6 As applicable, all deliveries of goods shall be governed by Incoterms 2020 published by the International Chamber of Commerce

8 TITLE AND RISK

- 8.1 Title to and risk in the Goods shall remain with Supplier who shall insure the same against all risks which can reasonably be contemplated until the Goods are delivered to the Location and accepted by Customer when title and risk shall then pass to Customer but without prejudice to any right of rejection which may accrue to Customer under the Contract or at law.
- 8.2 If the Goods are subsequently rejected by Customer for any reason (and whether or not Customer is entitled to do so in accordance with the terms herein) title and risk in the Goods shall immediately revert to Supplier.

9 ANTI-SLAVERY AND HUMAN TRAFFICKING

- 9.1 Supplier shall:

- (A) Comply with all applicable anti- slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the modern slavery act 2015, the international bill of human rights (consisting of the universal declaration of human rights, the international covenant on civil and political rights and the international covenant on economic, social and cultural rights), the principles concerning fundamental rights set out in the international labour organisation's declaration on fundamental principles and rights at work, and the un guiding principles on business and human rights;
- (B) Have and maintain throughout the term of the contract and/or special terms its own policies and procedures to ensure its compliance;
- (C) Not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 of UK if such activity, practice or conduct were carried out in the UK; and
- (D) Include in its contracts with its sub- contractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this condition 9.

- 9.2 Supplier represents and warrants that:

- (a) its responses to the Customer's slavery and human trafficking due diligence questionnaire are complete and accurate; and
- (b) Neither Supplier nor any of its officers, employees or other persons associated with it:
 - (i) has been convicted of any offence involving slavery and human trafficking ; and
 - (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

- 9.3 Supplier shall implement due diligence procedures for its sub-contractors, suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

- 9.4 Supplier shall notify the customer as soon as it becomes aware of;

- (A) Any breach, or potential breach of the UK Modern Slavery Act 2015 and/or its own policies; or
- (B) Any actual or suspected slavery or human trafficking in its supply chain which has a connection with the contract and/or special terms.

- 9.5 Supplier shall prepare and deliver to customer by 31 December each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

- 9.6 Supplier shall:

- (a) Maintain a complete set of records to trace the supply chain of all goods and/or services provided to the customer in connection with the contract and/or special terms;
- (b) permit the Customer and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this Condition 10, to have access to and take copies of Supplier's records and any other information and to meet with Supplier's personnel to audit Supplier's compliance with its obligations under this condition; and
- (c) implement annual audits of its compliance and its sub-contractors' and suppliers' compliance with the Modern Slavery Act 2015 and its own anti-slavery policies, either directly or through a third party auditor.

- 9.7 Supplier shall implement a system of training for its employees, suppliers and sub-contractors to ensure compliance with the modern slavery act 2015 and/or its own anti- slavery policies;

- 9.8 Supplier shall keep a record of all training offered and completed by its employees, suppliers, sub-contractors to ensure compliance with the UK Modern Slavery Act 2015 and/or its own anti-slavery policies and shall make a copy of the record available to the Customer on request.

- 9.9 Supplier shall indemnify Customer against any losses, liabilities, damages, costs (including, but not limited to, reasonable legal fees) and expenses incurred by, or awarded against, Customer as a result of any breach of the UK Modern Slavery Act 2015 and/or its own anti- slavery policies.

- 9.10 Breach of this condition 9 shall be deemed a material breach under condition 15.1.

9.11 Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with the UK Modern Slavery Act 2015 and/or its own anti-slavery policies.

10 ANTI-FACILITATION OF TAX EVASION

10.1 Supplier shall:

- (a) Not engage in any activity, practice or conduct which would constitute tax evasion under any applicable laws in Nigeria;
- (b) comply with Customer's Code of Conduct and Anti-Bribery policies as may be amended from time to time;
- (c) have and maintain in place through the term of the Contract and/or Special Terms such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of Supplier) and to ensure compliance with condition 10.1(a).
- (d) promptly report to Customer any request or demand from a third party to facilitate the evasion of tax in connection with the performance of the Contract and/or Special Terms.
- (e) within three months of the date of the Contract and/or Special Terms, and annually thereafter, certify to Customer in writing signed by an officer of Supplier, compliance with this Condition 10 by the Supplier and all persons associated with it under condition 10.2. Supplier shall provide such supporting evidence of compliance as Customer may reasonably request.

10.2 Supplier shall ensure that any person associated with Supplier who is supplying goods and/or performing services does so only on the basis of terms equivalent to those imposed on Supplier in the Contract. Supplier shall be responsible for the observance and performance by such persons of their obligations under the Contract and shall be directly liable to Customer for any breach by such persons.

10.3 Breach of this Condition 10 shall be deemed a material breach under Condition 14.1.

10.4 For the purposes of Condition 10, the meaning of a person associated with Supplier includes, but is not limited to, any sub-contractor of Supplier.

11 CUSTOMER POLICIES

11.1 Supplier shall where applicable comply with all Customer policies and/or codes of practice as are in force and are communicated to Supplier from time to time including but not limited to the pladis code of conduct, pladis Foods Nigeria Supplier code of ethical conduct, pladis Foods Nigeria HSE program, pladis Foods Nigeria site safety rules & regulations etc.

11.2 Supplier shall not use, nor directly or indirectly assist any other person or company to use child labour in the manufacture, distribution, supply or procurement of the Goods and/or Services. Where third parties are involved in the manufacture, distribution, supply or procurement of the Goods and/or Services, Supplier shall procure from those third parties' written confirmation that they shall not use any child labour in the manufacture, distribution or procurement of the Goods and/or Services.

11.3 Supplier shall carry out audits of third parties involved in the manufacture, distribution, or procurement of the Goods and/or Services to ensure compliance with Condition 11.2 above on a yearly basis and where reasonably requested by Customer. Customer and/or its representatives shall have the right to see a written report of such audits on request.

12 AUDIT

12.1 At any time during this agreement and for 24 months after the early termination or expiration thereof, the customer shall be entitled to audit the supplier on the conditions of performance of the services.

12.2 Audits shall take place during normal business hours, subject to a five (5) working days' prior written notice.

12.3 Upon receipt of such notice, the supplier agrees to supply the customer with any necessary document or data reasonably required by the customer for the preparation of such audit. In no event shall the assistance of the supplier during these audits give rise to payment. The supplier shall use its best efforts to implement as soon as possible any and all means necessary for the performance of the audits and undertakes to promptly solve all problems found during the audits at no cost for the customer.

12.4 The Supplier will maintain accurate accounts and records of all payments and receipts relevant to this Agreement together with any necessary supporting vouchers and other documents and will allow the Customer, by its own personnel or by an independent auditor, during the existence of this Agreement and for 24 months after its termination, access to such documents (excluding payroll details) on reasonable notice at any time within normal business hours for the purpose of auditing or otherwise inspecting them.

12.5 The Supplier will afford the Customer, all reasonable assistance in the carrying out of such inspection and audits which will include but not be limited to supplying any information reasonably requested by the Customer and the provision of facilities allowing the Customer to access any computer database or other electronically stored information and assistance by the Supplier's staff in locating or explaining any documents or records.

12.6 Should any audit or inspection of the Supplier's accounts and records reveal that the Customer has been overcharged; the Supplier shall reimburse the Customer with the amount of the overcharge and the costs of any audit within five (5) working days immediately following the receipt of the audit report.

12.7 The provisions of this clause shall survive the early termination or expiration of the agreement.

13 LIABILITY

13.1 If Supplier fails to deliver the Goods and/or perform the Services by the applicable date, Customer shall be entitled at its discretion and without prejudice to any other remedy:

- (a) to terminate the Contract with immediate effect and to arrange an alternative source of goods and/or services;
- (b) to recover from Supplier any costs incurred by Customer in obtaining the substitute goods or services from a third party;
- (c) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which Supplier attempts to make; and/or
- (d) where Customer has paid in advance for Services that have not been provided by Supplier and/or Goods which have not been delivered by Supplier, to have any such sums refunded by Supplier.

13.2 If any Goods and/or Services do not conform to the Contract, Customer shall be entitled at its discretion and without prejudice to any other remedy:

- (a) to reject the Goods in whole or in part whether or not title has passed and to return them to Supplier at Supplier's own risk and expense;
- (b) to terminate the Contract with immediate effect and to arrange an alternative source of goods and/or services ;
- (c) to recover from Supplier any expenditure incurred by Customer in obtaining substitute goods and/or services from a third party;
- (d) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which Supplier attempts to make;
- (e) to require Supplier at its cost to replace or repair the Goods or re-perform the Services so that they conform to the Contract; and/or
- (f) to carry out or have carried out at Supplier's expense such work as is necessary to enable the Goods and/or Services to conform to the Contract.

13.3 Supplier shall notify Customer immediately in writing on becoming aware that it is or may be subject to any obligation under law or regulation (or if it has decided) to:

- a. withdraw the Goods from the market;
- b. inform the competent authorities of any matter related to the safety of the Goods;
- c. issue any notification to consumers about the Goods, their manner of use or their withdrawal from the market; or
- d. recall any Goods already sold.

13.4 If the Goods do not conform to the Contract or if Supplier notifies Customer in accordance with Condition 13.3 above, Customer may at its sole discretion (and at Supplier's cost) and without prejudice to its other rights and remedies:

- a. recall any Goods or any other products into which the Goods have been incorporated or sold by Customer to its customers (whether by refund, credit or replacement); and/or
- b. issue any notification reasonably necessary (whether in writing or otherwise to its customers) about the manner, use or operation of any Goods or any other products into which the Goods have been incorporated already and sold by Customer to its customers.

13.5 If Customer implements a product recall in accordance with Condition 13.4 above, Supplier must within four (4) hours of being notified by Customer of the product

recall provide Customer with all batch records and product information pertaining to the Goods or products to be recalled and any other information that Customer reasonably requests in order for it to manage the product recall effectively.

13.6 Nothing in the Contract excludes or limits either party's liability for:

- a. death or personal injury caused by Supplier's negligence;
- b. fraud or fraudulent misrepresentation; or
- c. any liability which cannot legally be excluded or limited.

13.7 Nothing in the Contract excludes or limits Supplier's liability for the indemnities set out at Conditions 4.3, 4.4, 9, 10, 11, 14 and 16.

13.8 Subject to Condition 13.6 above, neither party is liable, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise in connection with the Contract for any indirect, special or consequential loss or damage, howsoever arising subject to clause 14.7.

14 **INDEMNITY, WARRANTY AND LIQUIDATED DAMAGES**

14.1 Supplier shall indemnify Customer in full against all liability, losses, damages, costs and expenses (whether direct or indirect) (including any interest, fines, legal and other professional fees and expenses) awarded against or incurred or paid by Customer as a result of or in connection with any of the following:

- a. any claim that the Goods and/or Services infringe, or their importation, use or resale infringes, any Intellectual Property Rights of any other person;
- b. any claim made against Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in the Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of Supplier, its employees or sub-contractors;
- c. any product recall which Customer implements in accordance with Condition 13 above or any failure of Supplier to comply with Conditions 13.3 and/or 13.5 above.

14.2 The Supplier represents and warrants to Customer that it has the requisite experience and qualifications to provide the Services to Customer to the highest standards of quality, in line with accepted industry practices.

14.3 Customer and the Supplier each warrant that it has full corporate power and authority to execute, deliver and perform its obligations and carry out the transactions contemplated by any Special Terms or Contracts executed by the parties.

14.4 The Supplier warrants that it has any requisite licences required to supply the goods and/or services and that its employees are appropriately trained and licenced, where required, to supply the goods and/or services envisaged in the special Terms.

14.5 The Supplier warrants that the goods and/or services supplied by it in accordance with the Special Terms shall be free of defects in materials and workmanship and shall not use any agents or equipment in its process or delivery which are dangerous to food safety, personal health and safety or the environment.

14.6 The Supplier warrants that it has the relevant certification, licensing and capability to supply the goods and/or the Services in accordance with the Special terms and these Conditions. The Supplier further warrants that throughout the term of its contract with the Customer, all its' personnel involved in providing the goods and/or service shall have adequate training to provide the goods and/or services in a manner which meets applicable Health-Safety & Environment (HSE), Good House Keeping (GHK) and Good Manufacturing Practice (GMP) standards.

14.7 In addition to the provisions of clause 14.1 in these Conditions, the Supplier shall indemnify the Customer for any loss of profit, loss of use of facilities or equipment or other direct or indirect, incidental, or consequential damages which result from a breach of the Suppliers warranty.

14.8 In the event of Non-Conformance, Customer shall be entitled (at its sole discretion and without prejudice to any other remedy available to Customer under the Contract or otherwise (including its right to enforce the indemnities in Condition 12.1, terminate the Contract and/or claim for damages)) to demand payment from Supplier of the liquidated damages set out in its rates published from time to time for Non-Conformance.

15 **TERMINATION**

15.1 Either party shall be entitled to terminate the Contract with immediate effect and without liability to the other party, if at any time:

- a. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 572 of the Companies and Allied Matters Act 2020 or (being a partnership) has any partner to whom the foregoing applies;

b. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of the other party;

c. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of the other party;

d. the other party (being an individual) is the subject of a bankruptcy petition order;

e. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;

f. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);

g. a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

h. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

i. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 13.1(a)-(h) (inclusive);

j. the other party suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business;

k. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation;

l. the other party commits a material breach of the Contract (including in the case of Supplier, a material breach of the Service Levels) and in the circumstances where such breach can be remedied fails to remedy the breach within fourteen (14) days of written notice to do so;

15.2 Customer shall be entitled to terminate the Contract with immediate effect and without liability to Supplier, if at any time:

a. Customer or Supplier is subject to a change of Control by reason of either an initial public offer of its shares or a sale of a controlling interest to a third party; or

b. Customer ceases to own or have business at all of the Locations or in relation to one Location it may terminate the Contract in relation to that Location only.

15.3 The Customer may terminate the Special Terms and any contract resulting therefrom at any time and without liability for any resulting losses and expenses by giving not less than 30 days written notice. The Contract shall terminate in the circumstances set out in any Special Terms.

15.4 If Customer exercises its rights to terminate a Contract as a result of a Non-Conformance (as defined in the Conditions) then it may in addition at its option and without liability for any resulting losses and expenses, terminate the Special Terms and/or any of the Contracts previously made pursuant to the Special Terms on account of a material breach incapable of remedy.

15.5 Customer may terminate the Special Terms and any Contracts resulting therefrom if Supplier commits a material breach of the Special Terms or Contract and in the circumstances where such breach can be remedied fails to remedy the breach within fourteen days of written notice to do so.

15.6 Subject to this paragraph 15.6, but without prejudice to its other rights and remedies, termination of the Special Terms shall not automatically affect the continuance of any unfulfilled Contracts that have been executed pursuant to the Special Terms prior to such termination and Supplier shall fulfil those Contracts in accordance with the relevant Contract. Customer may elect to terminate one or more Contracts that have been executed pursuant to these Special Terms prior to such termination, if these Special Terms terminate for any reason.

15.7 On termination of the Contract for any reason (whether in accordance with these Conditions or otherwise):

- a. Supplier shall promptly return to Customer all Deliverables, whether or not then complete, and return all Customer Materials and Confidential Information and shall certify that it has done so. If Supplier fails to do so, then Customer may without limiting its other rights or remedies enter Supplier's premises and take possession of them. Until they have been returned or delivered, Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;
- b. Supplier shall, if requested by Customer, co-operate fully with Customer and/or any new supplier of the Goods and/or Services appointed by Customer to ensure a smooth handover;
- c. the provisions of Conditions 9 (Anti-Slavery and Human Trafficking), 10 (Anti-Facilitation of Tax Evasion), 11 (Customer Policies) 13 (Liability), 14 (Indemnity, Warranty and Liquidated Damages) 15 (Termination) 16 (Personnel), 17 (Intellectual Property), 18 (Data Protection), 20 (Set-Off), 21 (Confidentiality) and any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect.

15.8 The termination of the Contract is without prejudice to the rights of the parties which have accrued prior to termination.

16 PERSONNEL

- 16.1 Supplier shall be responsible for any emoluments and outgoings (including all wages, bonuses, commissions, holiday entitlement, pension contributions, income tax, national insurance contributions or other statutory payments) in relation to any and all individuals employed or engaged in the provision of the Goods and/or Services from time to time (the "Employees") and will ensure that they are deducted and/or paid to the relevant Employee or authorities. Supplier shall indemnify Customer against all demands, claims, actions, proceedings, damages, payments, losses, costs, expenses or other liabilities (together "Losses") arising out of any claim or assertion that any Employee is or was an employee, servant or worker of Customer by reason of being engaged in the provision of the Goods and/or Services or arising out of any act or omission of Supplier or any of its sub-contractors, employees or agents in relation to any Employee.
- 16.2 At any time during the continuance of the Contract, Customer may require Supplier to provide to Customer (or any other person nominated by Customer) within fourteen (14) days such information as Customer or its nominee may reasonably require in connection with the employment or engagement of the Employees. This Condition 16.2 is without prejudice to Condition 16.3 below.
- 16.3 Supplier will procure that there will be no transfer of employment of any of the Employees to Customer or any person who provides services to Customer (a "Future Service Provider") following the termination of the Contract or the termination of the provision of any of the Goods and/or Services by Supplier (directly or indirectly) and on or prior to any such termination Supplier shall ensure that all Employees are redeployed elsewhere in Supplier's or its sub-contractors' business or dismissed at Supplier's sole expense.
- 16.4 Supplier shall indemnify Customer (for its benefit and that of any Future Service Provider) and hold Customer harmless against all Losses incurred by Customer and/or any Future Service Provider by virtue of the operation or alleged operation of the Labour Act 1971 or any replacement legislation or Amendment in connection with the termination of the Contract or the termination of the provision of any of the Goods or Services by Supplier (directly or indirectly) (including any dismissal or alleged dismissal of any Employee by Customer or a Future Service Provider).
- 16.5 All Supplier's personnel working in or around the Customer's designated premises shall wear distinctive uniform clothing identifying the name of their employer. The Supplier shall determine the need for and provide any personal protective items required for the safe performance of work. Protective clothing, equipment, and devices shall, as a minimum, conform to U.S. Occupational Safety and Health Administration (OSHA) standards for the products being used or the work being done.

17 INTELLECTUAL PROPERTY

- 17.1 All Background Intellectual Property Rights are and shall remain the exclusive property of the party owning them (or, where applicable, the third party from whom it's right to use the Background Intellectual Property has derived).
- 17.2 Each party shall grant or procure the grant of all such licences to the other party to use Background Intellectual Property Rights as are necessary to allow the other party to exercise its rights and perform its obligations under the Contract.
- 17.3 Supplier assigns and shall procure the assignment of any Foreground Intellectual Property Rights that arise in any Goods and/or Services (including any Deliverables) to Customer, with full title guarantee and free from any third-party rights. Customer licenses Supplier to use those Foreground Intellectual Property Rights, free of charge and on a non-exclusive, worldwide basis to such extent as is necessary to enable Supplier to supply the Goods and/or to perform the Services. When the Contract is terminated, this licence will automatically terminate.

17.4 To the extent that Supplier sub-contracts supply of any of the Goods and/or performance of any of the Services, it shall procure that all Foreground Intellectual Property Rights that arise from the work of its sub-contractor shall be assigned to the Supplier absolutely. The provisions of Condition 14.3 shall apply to any Foreground Intellectual Property Rights in the Goods and/or Services (including any Deliverables) assigned to the Supplier under this Condition 15.4.

17.5 Supplier shall obtain waivers of all moral rights in the Goods, including for the avoidance of doubt the Deliverables, or in the Services, to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

17.6 Except as expressly provided in the Contract, no rights or obligations in respect of a party's Intellectual Property Rights are granted to the other party or to be implied from the Contract.

18 DATA PROTECTION

18.1 Supplier shall comply with the obligations set out in Conditions 4.3 and 4.4.

19 INSURANCE

19.1 Supplier shall take out and maintain with a reputable firm of insurers insurance in respect of its obligations and liabilities under the Contract (including but not limited to property damage, product liability, employer's liability, fidelity insurance, public liability, comprehensive vehicle insurance, goods in transit insurance and/or professional indemnity insurance where appropriate, and all insurances required by law) providing cover consistent at least with best industry practice of suppliers of goods or services similar to the Goods and Services and in an amount of not less than one billion Naira (N1 Billion) for each and every claim or series of connected claims or if higher, the amount required by law.

19.2 Customer may request evidence of such insurance cover and shall be entitled to examine any relevant policy document.

20 SET-OFF

20.1 Either party ("first party") shall be entitled to deduct from or set-off against any sums the first party owes the other party, any sums the other party owes the first party whether under this Contract or other contracts.

21 CONFIDENTIALITY

21.1 Each party undertakes:

- a. to use all Confidential Information disclosed to, or discovered by, it exclusively in, and for the purpose of the proper provision of Goods and/or Services pursuant to the Contract and for no other purpose whatsoever; and
- b. to maintain confidential all Confidential Information that it may acquire in any manner and, in particular, subject to Condition 18.1(a) above, not to disclose or communicate the Confidential Information to any person without the prior written consent of the other party.

21.2 To secure confidentiality, each party shall:

- a. take or ensure that all reasonable precautions are taken in dealing with the Confidential Information so as to prevent any third party from having access to or from learning of the fact of, or the reason for, the possession of such Confidential Information and shall use all reasonable endeavours to prevent disclosure or publication thereof;
- b. keep separate all Confidential Information and all information generated by the other party based thereon from all other documents and records and shall not make copies save to the extent required to enable it to exercise its rights and perform its obligations pursuant to the Contract;
- c. not use, reproduce, transform, or store any of the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside its usual place of business; and
- d. allow access to the Confidential Information only to such of its officers or employees who have reasonable need to see and use it to enable it to exercise its rights and perform its obligations and each party shall inform such officers or employees of the confidential nature of the Confidential Information and procure that they shall comply with these obligations.

21.3 Each party reserves all rights in its Confidential Information and no rights or obligations other than those expressly set out are granted or to be implied from this Condition 19.

21.4 These obligations shall continue in force so long as, and to the extent that, a party shall have any knowledge or have in its possession or control anything constituting Confidential Information.

21.5	Upon demand by a party, the other party undertakes forthwith to return all documentation, magnetic media and other material in its possession, custody or control incorporating any Confidential Information and to furnish the other party with a certificate certifying that no copies have been made or retained.		compromising any employees of the Customer or the quality of its services or its obligations to the Customer;
21.6	Each party acknowledges that the unauthorised disclosure or use of the Confidential Information could cause irreparable harm and significant injury that may be difficult to ascertain. Each party agrees that the other party shall have the right to seek an immediate injunction concerning any breach of the Contract in addition to any other remedies to which it may be entitled including money damages.	22.8	The Supplier, its staff, agents, and or any person acting for or on its behalf or under its instruction or authority in the performance of any of its duties herein shall not connive and or collude with any employee or agent of the Customer to compromise and or corrupt the system and or standard of the Customer or do anything that can make the Customer to suffer any loss directly or indirectly;
22 ANTI-CORRUPTION			
22.1	Supplier shall:	22.9	Failure of the Supplier to comply with the terms of this clause shall be sufficient cause for the immediate termination of this agreement without any further notice to the Supplier and the Supplier hereby warrants and undertakes to pay the Customer special damages and as compensation for any loss suffered by the Customer as a result of such breach;
a.	comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including, but not limited to, the Corrupt Practices and Other Related Offences Act 2000, the UK Bribery Act 2010 and the Foreign Corrupt Practices Act 1977 (" Relevant Requirements ");	22.10	Where the contract is still executory at the time in which the Customer becomes aware of the breach, the Customer shall have the right to forthwith terminate the contract and use any money due to the Supplier under this Agreement to offset the special damages due to it as a result of loss arising from the breach. Where the amount standing to the credit of the Supplier is insufficient to fully compensate for the loss, the Supplier hereby undertakes to pay the balance to the Customer within seven days of first demand;
b.	not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the UK Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;	22.11	Where the contract has been fully executed at the time the Customer becomes aware of the breach, the Customer shall be entitled to compensation for any loss suffered and use the balance of any payment due to the Supplier to compensate for any loss suffered. Where there is no amount due from the Customer to the Supplier at the time the Customer becomes aware of the breach, the Customer shall be entitled to demand, and the Supplier undertakes to pay the Customer both special and general damages as compensation for the loss suffered within seven days of first demand;
c.	comply with Customer's anti-corruption requirements as disclosed to Supplier from time to time (" Relevant Policies ");	22.12	The Supplier agrees that, as an independent service provider to the Customer, it shall comply with all applicable laws, rules, and regulations of the countries in which the Supplier will perform its obligations under this Agreement. The Supplier acknowledges that it has received and reviewed the Customer's Supplier Code of Ethical Conduct, annexed hereto as Annexure 1, and that it understands and agrees to be bound by the Customer's Supplier Code of Ethical Conduct (including all updates of the Customer's Supplier Code of Ethical Conduct which the Customer will provide from time to time) in the course of complying with its obligations under this Agreement, including without limitation provisions with regard to political activities, contributions, personal conflicts of interest, competitive practices, data protection and confidential information;
d.	have and shall maintain in place, throughout the term of the Contract, its own policies and procedures, including adequate procedures under the UK Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Condition 19.1(c) above, and will enforce them where appropriate;	22.13	The Supplier shall comply with all applicable laws, rules and regulations relating to or affecting the performance of its obligations under this Agreement including, any applicable anti-bribery laws;
e.	promptly report to Customer any request or demand for any undue financial or other advantage of any kind received by Supplier in connection with the performance of the Contract;	22.14	The Supplier shall not take any action on behalf of the Customer that would be illegal under the laws of either the Federal Republic of Nigeria or any other country within which it shall perform in terms of this Agreement and it further agrees that it will not and will ensure that any director, employee, officer, affiliate, partner or agent does not;
f.	immediately notify Customer (in writing) if a foreign public official becomes an officer or employee of Supplier or acquires a direct or indirect interest in Supplier (and Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of the Contract);	a.	corruptly make any offer, payment or promise of gifts of money or any other thing of value to any government official or employee, political party or political consultant for the purpose of influencing any act or decision of such person, inducing such person to act in violation of his lawful duty or securing any improper advantage; or
g.	Supplier shall provide such supporting evidence of on-going compliance with this Condition as Customer may reasonably request from time to time.	b.	give to or receive from any director, employee or agent of the Customer or any of its affiliates any commission, fee, rebate, or any gift or entertainment of significant cost or value in connection with the performance of this Agreement, or enter into any business arrangement with any director, employee or agent of the Customer or any of its affiliates, without prior written consent of the Customer or any of its affiliates.
22.2	Supplier shall ensure that any person associated with Supplier, who is a supplier of goods or services in connection with the Contract, does so only on the basis of terms equivalent to those imposed on Supplier in the Contract (" Relevant Terms "). Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Customer for any breach by such persons of any of the Relevant Terms.	23 PRESERVATION OF RIGHTS	
22.3	Breach of this Condition Supplier shall be deemed a material breach under Condition 12.1.	23.1	All rights which are given to Customer under these Conditions are in addition to any other remedies that Customer has whether at common law or under statute or any other laws applicable hereto and in no way limit those other rights.
22.4	For the purpose of this Condition, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the UK Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(b) of that Act and section 8 of that Act respectively. For the purposes of this Condition a person associated with Supplier includes, but is not limited to, any subcontractor of Supplier.	24 NO AGENCY	
22.5	Where, in relation to this agreement, the Supplier becomes aware or receives information on any potential criminal offence or unethical behaviour by an employee of the Customer, or where the Supplier feels that it is being pressurized to become involved in any unethical and/or dishonest actions, the Supplier shall immediately notify his contact person at the Customers office or leave a report in accordance with this clause.	24.1	In performing the Contract, Supplier shall act as an independent contractor and nothing in the Contract shall constitute Customer as the employer, employee, agent, or partner of Supplier or of any of the personnel engaged in the performance of the Services or supply of the Goods. Supplier shall not act as agent for, nor have any authority to bind, Customer in any way. Supplier shall be responsible for all its expenses in connection with the performance of Services and supply of the Goods.
22.6	The Supplier shall report any violations of laws, regulations, Customer's Corporate Business Principles or Customer's Code of Conduct. Violations and suspected violations should be reported to the Supplier's contact person at Customer's office or may be reported confidentially using either of the following available channels: Web URL: https://pladisethics热线line.ethicspoint.com pladis ethics hotline: 07080601063	25 CE MARK	
22.7	The Supplier, its staff, agents, and or any person acting for or on its behalf or under its instruction or authority in the performance of any of its duties herein, shall not offer or receive and or attempt to offer or receive bribe, gift, entreaty, solicitation, and or any perquisite to the Customer or any of its employees or agents in any manner whatsoever capable of or with intention of	25.1	All relevant construction and technical files relating to CE compliance will be promptly supplied to customer on request.

26	<u>FORCE MAJEURE</u>	29.1	A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
26.1	Neither party will be liable to the other for failing to comply with any of its obligations under the Contract if and to the extent that such failure is wholly and directly caused by a Force Majeure Event provided that the party affected shall:	29.2	If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
a.	wherever practicable have in place at all times reasonable contingency plans for such events having regard to the nature of its business and the resources reasonably available to it so as to mitigate the adverse effect of such events; and	29.3	If any invalid, unenforceable or illegal provision of a Contractor under the Contract, these Conditions or any Special Terms would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
b.	immediately notify the other party of the Force Majeure Event and shall thereafter use all reasonable endeavours to overcome such cause and resume performance of its obligations.	30	<u>RIGHTS OF THIRD PARTIES</u>
26.2	If Supplier fails to perform any part of the Contract by reason of a Force Majeure Event Customer may at its discretion suspend or cancel the delivery of the Goods and/or the supply of the Services and/or the performance of the Contract without any liability to Supplier for payment.	30.1	Subject to Condition 30.2, a person who is not a party to the Contract (including any employee, officer, agent, representative or sub-contractor of either party) shall not have the right to enforce any provision of the Contract without the express prior written agreement of the parties which agreement must refer to this Condition 30.1.
27	<u>ASSIGNMENT AND CUSTOMER - CONTRACTING</u>	30.2	The Customer may issue Orders and enter into contracts for itself and/on behalf of and for the benefit of other entities within the pladis group of companies from time to time. If the Customer purchases Goods and/or Services for other pladis entities, then the Customer may enforce the Contract or a contract on behalf of such pladis entities and the Supplier acknowledges that the Goods and/or Services are provided for their benefit.
27.1	Subject to Condition 27.2 below, neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).	31	<u>ENTIRE AGREEMENT AND VARIATIONS</u>
27.2	Customer may, after having given prior written notice to Supplier, assign, transfer or subcontract any or all of its rights and obligations under the Contract to a member of its Group.	31.1	The Contract, these Conditions and any Special Terms set out the entire agreement and understanding between the parties in relation to their subject matter to the exclusion of all other terms and conditions which Supplier may at any time attach.
27.3	In case of any such assignment expressly agreed to by the Customer, the Assignee will be placed in the same situation as the Assignor and the right and obligations of the Assignee will be guided by this Agreement.	31.2	No amendments to the contract and any special terms between the customer and the supplier shall be effective unless consented to in writing and signed by the authorized representatives of the parties.
28	<u>NOTICES</u>	31.3	Nothing in this Condition 28 will exclude any liability in respect of misrepresentations made fraudulently.
28.1	writing and shall be delivered personally or sent by prepaid first-class post or recorded delivery or by commercial courier, by sending to the attention of the Company Secretary to the business address as last notified in writing to the other party. A notice shall be deemed to have been duly received:	32	<u>LAW</u>
a.	if delivered personally, when left at the address and for the contact referred to above;		The Contract and any dispute or claim arising out of or in connection with the Contract (whether contractual or non-contractual in nature, such as claims in tort, from breach of statute or regulation or otherwise) shall in all respects be governed by and construed in accordance with the laws of the Federation of Nigeria, and each of the parties irrevocably submits to the exclusive jurisdiction of the Nigerian Courts.
b.	if sent by prepaid first-class post or recorded delivery, on the second business day after posting; or		
c.	if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.		
28.2	A notice given under or in connection with the Contract is not valid if sent by email.		
29	<u>WAIVER AND SEVERANCE</u>		