



## TERMS & CONDITIONS FOR THE SUPPLY OF GOODS

The Buyer's attention is drawn in particular to the provisions of clause 15

### 1. INTERPRETATION

1.1. Definitions. In these General Conditions, the following definitions apply:

Business Day: a day other than a Saturday, Sunday or public holiday in Ghana when banks in Ghana are open for business.

Buyer: the person or firm who purchases the Goods from the Seller.

Commencement Date: has the meaning set out in clause 2.2.

Contract: the contract between the Buyer and the Seller for the supply of Goods from the Seller.

Force Majeure Event: has the meaning given in clause 10.1.

General Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 16.8.

Goods: the goods (or any part of them) set out in the Order.

Order: the Buyer's order for the Goods, as set out in the Buyer's purchase order form or the Buyer's written acceptance of the Seller's quotation, as the case may be.

Seller: Venox Group Limited a company registered in Ghana with company number BN402252016.

1.2. Construction. In these Conditions, the following rules apply:

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors or permitted assigns.

(c) A reference to a statute or statutory provision is a reference to such statute or provisions as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

(d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(e) A reference to writing or written includes faxes or e-mails.

### 2. BASIS OF CONTRACT

2.1. These General Conditions apply to the Contract to the exclusion of any other terms or conditions whether contained, or referred to, in the Buyer's purchase order, confirmation of order, acceptance of a quotation, or specification or other document supplied by the Buyer, or implied by law, trade custom, practice or course of dealing.

2.2. The Order, constitutes an offer by the Buyer to purchase the Goods in accordance with these General Conditions. No offer placed by the Buyer shall be accepted by the Seller other than:

(a) By a written acknowledgement issued and executed by the Seller; or

(b) If earlier by the Seller starting to provide the Goods, when the Contract will be established (Commencement Date).

2.3. Any questions relating to this Contract which are not expressly or implicitly settled by the provisions contained in the Contract itself shall be governed:

(a) By the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980, hereafter referred to as CISG); and

(b) To the extent that such questions are not covered by CISG, by reference to the law of Ghana.

2.4. Any reference made to trade terms (such as EXW, FCA, etc.) is deemed to be made to the relevant term of Incoterms published by the International Chamber of Commerce.

2.5. Any reference made to a publication of the International Chamber of Commerce is deemed to be made to the version current at the date on which the Contract is entered into.

2.6. No modification of the Contract is valid unless agreed or evidenced in writing.

2.7. It is agreed that any information relating to the Goods and their use, such as weights, dimensions, capacities, prices, colours and other data contained in catalogues, prospectuses, circulars, advertisements, illustrations, price-lists of the Seller are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force.

2.8. The Buyer may, by giving notice in writing, not rely on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.

2.9. Unless otherwise agreed, the Buyer does not acquire any property rights in software, drawings, etc. which may have been made available to him. The Seller also remains the exclusive owner of any intellectual or industrial property rights relating to the Goods.

### 3. INSPECTION OF THE GOODS BEFORE SHIPMENT

If the parties have agreed that the Buyer is entitled to inspect the Goods before shipment, the Seller must notify the Buyer within a reasonable time before the shipment that the Goods are ready for inspection at the agreed place.

### 4. PRICE

4.1. The price of the Goods shall be the price set out in the Order, or if no price has been agreed, the Seller's current list price at the time the Contract is entered into shall apply. In the absence of such a current list price, the price generally charged for such goods at the time of the conclusion of the Contract shall apply.

4.2. Unless otherwise agreed in writing, the price does not include VAT. The Buyer shall, on receipt of a valid VAT invoice from the Seller, pay to the Seller such additional amounts in respect of VAT as are chargeable on the supply of the Goods.

4.3. The Seller shall increase the price to the Buyer at any time up to 14 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

(a) Any factor beyond the Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(b) Any request by the Buyer to change the delivery date(s), quantities or types of goods ordered, or the specification; or

(c) Any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate or accurate information or instructions.

### 5. INTEREST IN CASE OF DELAYED PAYMENT

5.1. If a party does not pay a sum of money when it falls due the other party is entitled to interest upon that sum from the time when payment is due to the time of payment.

5.2. Unless otherwise agreed, the rate of interest shall be 4% per annum above the base lending rate of Ghana Commercial Bank Limited. Such interest shall accrue on a daily basis from the due date until the date of actual payment in full, or overdraft amount, whether before or after judgment.

5.3. Notwithstanding clause 6.2, the Seller may in the alternative claim interest at its discretion under the Late Payment of Commercial Debts (Interest) Act 1998.

### 7. RETENTION OF TITLE

7.1. The risk in the Goods shall pass to the Buyer on completion of delivery.

7.2. Title to the Goods shall not pass to the Buyer until the Seller has received payment in full (in cash or cleared funds) for:

(a) The Goods; and

(b) All other sums which are or which become due to the Seller for sales of the Goods or any other goods or products to the Buyer.

7.3. Until title to the Goods has passed to the Buyer, the Buyer shall:

(a) Hold the Goods on a fiduciary basis as the Seller's bailee;

(b) Store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;

(c) Not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(d) Maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

(e) Notify the Seller immediately if it becomes subject to any of the events listed in clause 14.2; and

(f) Give the Seller such information relating to the Goods as the Seller may require from time to time but the Buyer may resell or use the Goods in the ordinary course of its business.

7.4. If before title to the Goods has passed to the Buyer the Buyer becomes subject to any of the events listed in clause 14.2, or the Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Seller may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Goods are stored in order to recover them.

### 8. CONTRACTUAL TERM OF DELIVERY

Unless otherwise agreed, delivery shall be "Ex Works" (EXW).

### 9. DOCUMENTS

Unless otherwise agreed, the Seller must provide the documents (if any) indicated in the applicable Incoterm or, if no Incoterm is applicable, according to any previous course of dealing.

### 10. LATE-DELIVERY, NON-DELIVERY AND REMEDIES THEREFOR

10.1. For the purposes of this clause 10 and clause 13 a Force Majeure event means any event beyond a

Seller's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party), failure of the energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, volcanic ash or default of Sellers or subcontractors.

10.2. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Seller shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or failure of the Seller to provide the Buyer with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

10.2.1 If the Seller fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Buyer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

10.3. If the Buyer fails to take or accept delivery of the Goods within 3 Business Days of the Seller notifying the Buyer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Seller's failure to comply with its obligations under the Contract:

(a) Delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Seller notified the Buyer that the Goods were ready; and

(b) The Seller shall store the Goods until delivery takes place, and may charge the Buyer for all related costs and expenses (including insurance).

10.4. If 10 Business Days after the Seller notified the Buyer that the Goods were ready for delivery the Buyer has not taken or accepted delivery of them, the Seller may resell or otherwise dispose of part or all of the Goods and the Seller shall be entitled to recover the cost of such disposal, plus any excess over the price of the Goods or charge the Buyer for any shortfall below the price of the Goods.

10.5. The Buyer shall not be entitled to reject the Goods if the Seller delivers up to and including 5% more or less than the quantity of Goods ordered.

10.6. The Seller shall invoice the Goods as soon as possible after their arrival at destination and each instalment shall constitute a separate Contract. Any delay in delivery or defect in an instalment shall not entitle the Buyer to cancel any other instalment.

### 11. QUALITY OF THE GOODS

11.1. The Seller warrants that on delivery, and for a period of 12 months from the date of delivery (warranty period), the Goods shall:

(a) Conform in all material respects with their description;

(b) Be free from material defects in design, material and workmanship; and

(c) Be of satisfactory quality (within the meaning of the Sale of Goods Act 1962).

11.2. The Buyer shall examine the Goods as soon as possible after their arrival at destination and shall notify the Seller in writing of any failure of the Goods to comply with the warranty set out at clause 11.1 within 48 hours of when the Buyer discovers or ought to have discovered the failure.

11.3. Goods will be deemed to conform to the Contract despite any minor discrepancies which are usual in the particular trade in which the Goods are sold.

11.4. Where Goods do not comply with the warranties set out at clause 11.1 (and provided the Buyer, having given notice of the lack of compliance in accordance with clause 11.2, does not elect in the notice to retain them and has at the Buyer's cost returned the Goods to the Seller's place of business), the Seller shall at the Buyer's expense:

(a) Replace the Goods with conforming goods, without any additional expense to the Buyer on an ex works basis, or

(b) Repair the Goods, without any additional expense to the Buyer.

11.5. Unless the Seller has agreed in writing, no action can be taken by the Buyer, whether before judicial or arbitral tribunals, after the warranty period. It is expressly agreed that after the expiry of such term, the Buyer will not plead failure of the Goods to comply with any warranty failure, or make a counter-claim thereon, in defence to any action taken by the Seller against the Buyer for non-performance of this Contract.

11.6. The Seller shall not be liable for the Goods' failure to comply with any of the warranties set out in clause 11.1 if:

(a) The Buyer makes any further use of such Goods after giving notice in accordance with clause 11.2; or

(b) The defect arises because the Buyer failed to follow the Seller's or manufacturer's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the goods or in accordance with good trade practice; or

(c) The defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer; or

(d) The Buyer alters, repairs or adjusts such Goods without the written consent of the Seller; or

(e) The defect arises as a result of fair wear and tear, willful damage, vandalism, negligence (other than that of the Seller), accident, abnormal storage conditions or temperature, moist, dirt or corrosive matter or working conditions; or

(f) The defect arises from the Seller's exhaustive items including but not limited to items such as fuses and bulbs; or

(g) The defect arises otherwise than at the fault of the Seller.

11.7. Except as provided in this clause 11, the Seller shall have no liability to the Buyer in respect of the Goods' failure to comply with the warranty set out in clause 11.1.

11.8. Except as provided in these General Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11.9. These Conditions shall apply to any repaired or replacement goods supplied by the Seller.

### 12. COOPERATION BETWEEN THE PARTIES

12.1. The Buyer shall promptly inform the Seller of any claim made against the Buyer by third parties concerning the Goods delivered or intellectual property rights related thereto.

12.2. The Seller will promptly inform the Buyer of any claim which may involve the product liability of the Buyer.

### 13. FORCE MAJEURE

13.1. The Seller is not liable for a failure to perform any of his obligations in so far as he proves that the failure was due to a Force Majeure event as defined in clause 10.1.

13.2. The Seller shall, as soon as practicable after the impediment and its effects upon its ability to perform become known to him, give notice to the other party of such impediment and its effects on its ability to perform the contract, along with a period of relief ceases. Failure to give either party notice makes the party thus falling liable in damages for loss which otherwise could have been avoided.

13.3. A ground of relief under this clause relieves the Seller failing to perform from liability in damages, from penalties and other contractual sanctions, except from the duty to pay interest on money owing as long as and to the extent that the ground of relief subsists for more than six months, either party shall be entitled to terminate the Contract with notice.

### 14. BUYER'S INSOLVENCY OR INCAPACITY

14.1. If the Buyer becomes subject to any of the events listed in clause 14.2, or the Seller reasonably believes that the Buyer is about to become subject to any of them and notifies the Buyer accordingly, then, without limiting any other right or remedy available to the Seller, the Seller may cancel or suspend all further deliveries under the Contract or under any other contract between the Buyer and the Seller without incurring any liability to the Buyer, and all outstanding sums in respect of the goods delivered to the Buyer shall become immediately due.

14.2. For the purposes of clause 14.1, the relevant events are:

(a) The Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits liability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of the Insolvency Act 1962, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of the Insolvency Act 1962, or (being a partnership) has any partner to whom any of the foregoing apply; or

(b) The Buyer 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; or

(c) (Being an individual) the Buyer is the subject of a bankruptcy petition or order; or

(d) A creditor or encumbrancer of the Buyer 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 14 days; or

(e) (Being a company) 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 Buyer; or

(f) (Being a company) a floating charge holder over the assets of the Buyer has become entitled to appoint or has appointed an administrative receiver; or

(g) A person becomes entitled to appoint a receiver over the assets of the Buyer or a receiver is appointed over the assets of the Buyer; or

(h) Any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.2(a) to clause 14.2(g) (inclusive); or

(i) The Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or

(j) The financial position of the Seller deteriorates to such an extent that in the opinion of the Buyer (a) the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy.

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

14.3. On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest.

14.4. Termination of the Contract, however arising, shall not affect any of the party's rights, remedies, obligations and liabilities that have accrued as at termination.

### 15. LIMITATION OF LIABILITY

15.1. Nothing in these General Conditions shall limit or exclude the Seller's liability for:

(a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(b) Fraud or fraudulent misrepresentation; or

(c) Breach of the terms implied by the Sale of Goods Act 1962; or

(d) Defective products under the Consumer Protection Act 2014.

Subject to clause 15.1:

(a) The Seller shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit or indirect or consequential loss arising under or in connection with the Contract; and

(b) The Seller's total liability to the Buyer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the price of the Goods.

### 16. MISCELLANEOUS

16.1. The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

16.2. The Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Seller.

16.3. Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.

16.4. A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.3; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

16.5. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract 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.

16.6. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. 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.

16.7. A person who is not a party to the Contract shall not have any rights under or in connection with it.

16.8. The Seller regularly reviews these General Conditions and may amend them from time to time and will give the Buyer notice of any such changes.

16.9. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, Ghanaian law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Ghana.