

TERMS AND CONDITIONS OF PURCHASE

Procedures

In the absence of a Principal Contract or Tender document, these General conditions of Purchase shall take precedence over all other terms and conditions submitted by, or included with any quotations from Suppliers, excepting that any terms and conditions appearing on the face of the order, shall take precedence over these general conditions of Purchase. Where there is a principal Contract or Tender document, the terms and conditions contained therein shall take precedence over these general conditions of purchase. For the sake of clarity and the avoidance of doubt **PBL (an SABMiller company) does not accept Supplier's standard terms and conditions of sale and tender (if any)**, which are hereby unreservedly rejected. Under no circumstances whatsoever shall any act or omission be deemed to be acceptance by PBL of any Suppliers' terms or conditions. Subject to the conclusion of a principal Contract or Tender document and notwithstanding anything to the contrary, all terms and conditions of any nature which do not appear in this Order shall not be binding on PBL, whether recorded in writing or not, including but not limited to acceptance by PBL of any delivery by Supplier, signature of an Supplier delivery note (or the like) by an PBL employee/representative nor acceptance and payment of any Supplier invoice by PBL. Supplier's delivery of the Goods and Services in accordance with this Order shall be deemed an irrevocable and unqualified acceptance of the terms and conditions contained herein.

Definitions

Unless the context indicates otherwise,

- Principal Contract shall mean the main contract or agreement concluded in writing between PBL and the Supplier in respect of the Goods and Services.
- Tender document shall mean the tender submitted by the Supplier to and accepted by PBL in response to an invitation to tender, in respect of the Goods **and service** which in the absence of a Principal Contract constitutes a binding contract between PBL and the Supplier.
- PBL shall mean Pabod Breweries Limited including all subsidiaries or affiliated companies.
- Supplier shall mean the company, person or body to whom these General conditions of Purchase is addressed.
- Delivery date shall mean the date specified in the order by which **delivery and or service must be** completed at the specified site. If the goods are to be installed, and/or commissioned by the Supplier, then delivery date shall mean the date specified by which such installation and/or commissioning, inclusive of any tests or inspections required, shall have been completed to the satisfaction of PBL.
- Delivery shall mean the physical delivery to the designated delivery point, and if installation and/or commissioning is included in the scope of work, the completion of such work inclusive of the passing of all tests and inspection required at the designated delivery point.
- Goods shall mean the items and or services detailed on the order, and shall be inclusive of all work necessary to achieve delivery by the required delivery date.
- Order or order shall mean these General conditions of Purchase and all attachments thereto as listed in the text thereof.
- Expressions denoting the singular shall include plural and vice versa.

Policies

By accepting these Terms and Conditions of Purchase, the Supplier confirms that it has read, understood and accepts the provisions of SABMiller's policies and that it shall comply with the terms of these policies. All SABMiller's policies and guidelines can be accessed via the website: www.sabmiller.com

Social Compliance:

PBL is committed to conducting business in line with its Supplier Code of Conduct (the Code.) This Code requires that suppliers meet international and national human rights and labour standards; provide a safe and healthy work environment for their employees; act ethically and with integrity in their business conduct and manage environmental resources in a sustainable manner. Suppliers must be able to demonstrate compliance with the Code at the request and to the satisfaction of PBL and could be required to undergo an assessment by independent auditors. In the case where PBL becomes aware of any actions or conditions not in compliance with the Code, PBL will demand corrective measures. When contracting with agents or traders, PBL may request to have their manufacturing or farming suppliers assessed for compliance. PBL reserves the right to terminate these General conditions of Purchase if the Supplier cannot demonstrate compliance with the Code. As the code may be amended from time to time, it is recommended that suppliers ensure that they have the most updated version.

Paper Based Packaging Materials Responsible Sourcing Guidelines:

PBL requires that paper based packaging material suppliers have mechanisms in place to demonstrate that the materials being purchased by PBL are made from either recycled fibre or known and legal virgin fibre sources. In order to demonstrate that a source is known and legal, the supplier may be required to provide reliable information that identifies the source location, the source entity, and each intermediary in the supply chain. Suppliers must also have mechanisms in place to ensure that the wood has been harvested and traded in compliance with the applicable legislation.

Responsible Sourcing Guideline for packaging carbon emission:

PBL requires suppliers to define, drive and implement ambitious business targets around CO2e reduction/ related carbon emission in their own operations, and drive carbon reduction in line with PBL targets to reduce PBL's packaging CO2e and post-consumer waste to landfill. As such Suppliers are encouraged to report on their decarbonisation targets using either the CDP reporting tool or the PBL sustainability scorecard.

Variations

No deviations from the specification and/or terms and conditions of this Order are permitted without PBL's prior written consent. PBL reserves the right to add to, deduct from or otherwise alter the requirements of the order. Any such alterations to the order shall be issued as an amendment to the order, shall form part of the original order, and all requirements thereof except as may be altered by the amendment, will apply to such variation. Supplier shall not proceed with any such variation until advised in writing to so proceed.

Delivery

Supplier shall deliver the goods to the designated delivery point, not later than the stated delivery date, unless such date **or address** is altered by PBL, and is actually agreed upon with the Supplier. The Supplier warrants that: whilst at any PBL site or on PBL premises Customer shall I ensure that its employees, agents, sub-contractors and representatives ("Agents") shall comply with the Occupational Health and safety Act 1993 ("OHS") any Customer health and safety policies and security requirements, in force from time to time (copies of which will be provided to the Supplier on the Supplier's written request); and

Penalties for late Delivery

The Supplier agrees that time is of the essence in respect of the delivery of the Goods and services and PBL shall be entitled to levy a penalty on the Supplier for late deliveries without prejudice to any other rights that PBL may have in law. For each day that the Supplier is late in delivering the Goods and Services to PBL, PBL shall be entitled to reduce the fee that it pays the Supplier by 1 % per day until delivery is made, up to a maximum of 10% of the total fee payable by PBL.

Terms of Payment

Unless a payment term is stated on the face of this Purchase Order, all valid invoices received at PBL's stated address will be paid within 90 days of receipt of the invoice and subject to delivery being completed to PBL's satisfaction. For the sake of clarity and the avoidance of doubt, in the event of a conflict between the stated payment terms on the face of the Purchase Order (where actually stated) and this "Terms of Payment" provision, the former shall prevail, and where the former is not stated, the latter will prevail.

Electronic Invoicing

PBL will accept lawfully submitted electronic tax invoices from Suppliers for the purpose of claiming input tax. No other tax invoices may be issued by the Suppliers and all copies must bear the words "copy tax invoice". Debit and credit notes may accordingly also be received electronically, subject to the requirements set out in the VAT Act. It is the responsibility of the Supplier to ensure that all requirements of the VAT Act are complied with when tax invoices are transmitted electronically.

No Escalation- Fixed Pricing

Unless otherwise stated in the order, prices are fixed and free from any and all escalation

Foreign Exchange

Unless specifically stated in the order, variations in foreign exchange rates which affect the order value will not be for PBL's account.

Import Duties: Customs Charges

Prices are deemed to include all applicable duties, import charges, landing & wharfage fees and other costs incurred or likely to be incurred in importation of the goods.

Insurance

Supplier is responsible for insurance of the goods up to time of handover of the goods to PBL.

Handover Passing of Risk and Ownership

Goods shall be deemed to have been handed over to PBL on completion of delivery of the goods to the designated delivery point, and acceptance thereof by PBL or its designated assignee

Intellectual Property

Supplier warrants that any use of PBL's Intellectual Property by Supplier in accordance with the terms of this Agreement shall include the appropriate copyright notice and/or trademark legend and shall ensure that it and its Agents shall fully comply with the PBL (SABMiller) adapted Code of Commercial Communication ("CoCC"), the Association for Responsible Alcohol Use Marketing Code ("ARA Code"), the prevailing laws of the Advertising Practitioners Council of Nigeria, National Agency for Food and Drug Administration and the Standards Organization of Nigeria.

Cession and Assignment

PBL may, at any time without the need for consent from the Supplier, assign, subcontract, delegate or otherwise transfer, in any manner whatsoever, its rights and or its obligations under these General conditions of Purchase and/ or any of the rights arising out of or in connection with it, in whole or in part and on more than one occasion.

Inspection and Expediting

As deemed necessary by PBL the goods to be supplied in terms of this order will be subject to inspection and/or expediting. An appointed PBL inspector/expeditor/purchaser shall have access at all reasonable times to the premises of the Supplier for the purpose of such inspection and/or expediting and shall be given access to any relevant documentation, excepting priced orders, necessary to fulfil said representative's function.

Discrepancies

Should any discrepancy or ambiguity arise in relation to the goods to be supplied against this order, it shall be referred to PBL for resolution thereof. PBL shall not be liable for any additional cost resulting from abortive or wasted work arising prior to the discovery of such discrepancies or ambiguity

Quality and Guarantee

All goods shall be new, of the best quality and suitable for the purpose of which they are required, and if a specification is part of the order, shall be in strict conformity with such specification. Supplier shall guarantee the goods from all defects for 18 months from delivery, or 12 months from commissioning, whichever shall occur first.

Packaging for Transit

Supplier shall adequately and properly pack the goods for transit. All packaging shall clearly state the project identifications, where applicable, the order number, material number(s), material description and destination.

Drawings and Manuals

Delivery shall not be deemed completed until instruction and assembly manuals and/or drawings, signed of samples / prototypes required to be supplied in terms of the order and have been delivered to and accepted by PBL.

Force Majeure (Via Major)

Neither PBL nor the Supplier shall be liable for failure to perform in the event such failure is caused by force majeure. Force majeure shall include, but is not limited to war, riots, civil commotions, natural physical disaster, strike or industrial action by Suppliers employees, action by government or public authority. Notice of occurrence of force majeure shall be passed by the effected party to the other party as soon as possible, with details of the likely effect.

Termination

Should PBL so wish it shall have the right to terminate the order in whole or part, by written notice to the Supplier. On receipt of such notice the Supplier shall immediately cease all work in connection with the order. The Supplier shall advise PBL in writing of any costs appertaining to said termination.

Breach

If in the opinion of PBL the Supplier breaches any of the terms and conditions of the order then PBL shall advise the Supplier in writing of such breach and instruct Supplier to commence to remedy such breach within 3 days of said notice. Should the supplier fail to so commence to remedy, then PBL shall be entitled, without prejudice to any other rights PBL may have in law, to cancel the order in whole or part.

Insolvency and Death

If the Supplier, being an individual, dies or is sequestrated, finally or provisionally, or being a company is placed in liquidation or under judicial management, either finally or provisionally, then the Order shall be considered to be defaulted, and PBL shall be entitled without prejudice to any of its rights in law, to cancel the order in full or in respect to goods not yet supplied, without incurring any liability to the Supplier.

Confidentiality

All details of this order, and the relevant project as a whole, shall be considered as confidential, and shall not be imparted to any third party in any form whatsoever without prior written authority from PBL, excepting that any necessary information required by a third party for execution of the order may be imparted.

Indulgences

No indulgences by PBL in respect to any part of the orders shall release the Supplier of its obligations in terms of the order, or constitute a waiver of PBL's rights.

Whole Agreement

This order constitutes the whole agreement between the Supplier and PBL and no modifications shall be valid or binding unless issued as an amendment to the order. No Supplier is to manufacture, supply and or deliver any good and or service without an Official SAP Purchase order and in accordance with PBL's Procurement to Pay (PTP) policy.

Sub-Contractors

All terms and conditions of the order shall be part of any agreement between the Supplier and his sub-contractors, and shall be binding thereon. PBL must be notified of any sub-contracting in writing and approve such prior to any commencement of work.

Applicable Law

The agreement resulting from acceptance of this order shall be governed and construed in accordance with the laws of the Federal Republic of Nigeria. .

Labour Relations The Supplier has to comply with all the national laws, regulations and standards including those imposed by the Nigerian Labour Laws in force or regulatory authority and any local regulatory requirements, required by law and shall take appropriate steps with respect to the labour laws of the country as may be necessary in the provision of the Service/s. The supplier shall indemnify, on an after tax basis, and keep indemnified PBL against all losses, claims, damages, liabilities, additional licence fees and expenses (including all reasonable legal fees) incurred by or awarded against PBL or which are agreed by PBL to be paid by way of settlement or compromised arising out of or in relation to any infringement or alleged infringement of any rights of any third party which is suffered by PBL as a result of the Services the Supplier provided.

Arbitration

Any dispute or disagreement arising from execution of this order that cannot be amicably resolved shall be determined in accordance with the provisions of the Arbitration and Conciliation Act 2004, Laws of the Federation

Submission to Jurisdiction

The parties to the order submit themselves to the jurisdiction of the Nigerian Courts for any matter arising out of this order which was not resolved by Arbitration

Patent Rights

The Seller hereby agrees that PBL has the free right to maintain, repair or replace any broken or worn part of any patented article supplied by the Seller to PBL. The Seller shall indemnify PBL against any claim made for infringement of patent rights.

Ethical Conduct

PBL requires all suppliers, contractors and consultants to act ethically and to comply with the spirit of PBL's Employee and Business Ethics policy.

Consumer Protection Act (CPA)

The Supplier must ensure that on delivery, and for a reasonable period after that, all Products supplied shall be in strict compliance with Customer's performance criteria and specifications and shall comply with the requirements and standards of the Consumer Protection Act, No.68 of 1992 to the extent that the Products directly or indirectly form part of the supply chain of goods and/or services ultimately supplied to consumers (as those terms are defined in the CPA). Without limiting the generality of the foregoing, the Products shall be free of defects and of a quality that persons are generally entitled to expect. Supplier shall indemnify Customer and keep Customer fully and effectively indemnified against any liability for harm that is described under the Act to the extent that such harm arises as a consequence of the provision or use of the Products.

All PBL related policies and guidelines can be accessed via the website: www.internationalbreweriesplc.com