



ANNEXURE 1

GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GOODS

1. DEFINITIONS

1.1 In this General Terms and Conditions for Supply of Goods (“GTC-G”), the following terms shall have the meanings ascribed to them as follows:

‘Contract’ means an agreement between NB and the Supplier for the supply of Goods;

‘Contractual Delivery Date’ means the date indicated on an LPO when the Supplier is required to complete the supply instruction in the manner contained in the LPO;

‘Day’ means any calendar day, except weekends (Saturdays and Sundays) and public holidays declared by the Federal Government of Nigeria;

‘Force Majeure’ means any circumstance, event or condition beyond the reasonable control of a Party affected by it, but only to the extent that (i) such circumstance, event or condition, despite the exercise of diligence in accordance with good industry practice, cannot be prevented, avoided or overcome by the affected Party, (ii) such circumstance, event or condition prevents the performance by the affected Party of its obligations under a Contract, (iii) the affected Party has taken all reasonable precautions, due care and measures to prevent, avoid or overcome the effect of such circumstance, event or condition on its ability to perform its obligations under the Contract and to mitigate its consequences, (iv) such circumstance, event or condition is not the direct or indirect result of a breach or failure by the affected Party to perform any of its obligations under the Contract, and (v) such circumstance, event or condition is without fault or negligence of the affected Party;

‘Goods’ mean the required products or items that a Supplier is required to supply to NB by virtue of a Contract and/or an LPO;

‘Intellectual Property’ includes all registered and unregistered rights in trademarks, trade names, logos, distinctive signs, industrial designs, inventions, copyrights, patents, domain names, websites, software (including reports, scripts, source code, computer systems and other technical documentation related thereto), data, know-how and any other intellectual property or any similar, corresponding or equivalent rights to any of the foregoing, and including the right to apply for the registration of these rights;

‘Location’ means any of NB’s offices or brewery locations where a supply order is required to be performed by the Supplier;

‘NB’ means Nigerian Breweries Plc with its head office

at Iganmu House, Abebe Village Road, Iganmu, Lagos State, and having brewery locations and sales offices in different parts of Nigeria;

‘Purchase Order’ or ‘LPO’ or ‘PO’ or ‘Order’ or ‘Supply Order’ means a confirmed order placed by NB for the supply of Goods and duly signed by its authorized official(s);

‘Quotation’ means a written communication by the Supplier in response to an RFQ, detailing the type of Goods to be supplied to NB and the costs/fees/charges to supply the Goods;

‘RFQ’ means a Request for Quotation sent by NB to the Supplier and other third parties, containing an invitation to submit a Quotation in relation to the supply of Goods to NB;

‘Specification’ means any technical or other description (if any) of the Goods contained or referred to in the LPO or any other NB’s document;

‘Supplier’ or ‘Vendor’ means any business, company, legal or natural entity that has entered into a Contract with NB, and both descriptions may be used interchangeably;

‘Supplier’s Premises’ means any place where the Goods are kept or stored by the Supplier pending delivery to or collection by NB, whether or not such place belongs to the Supplier;

‘VAT’ means Value Added Tax;

‘WHT’ means Withholding Tax.

1.2 Terms defined in this GTC-G shall have the same meaning in all documents being part of the Contract or the Order.

2. APPLICABILITY AND VARIATION

2.1 This GTC-G shall apply to any Contract or Order or RFQ initiated by NB, including any Quotation provided to NB by a Supplier.

2.2 None of the terms and conditions contained in

this GTC-G or a Contract shall be varied, altered and/or modified, except such variation, alteration and/or modification is duly expressed in writing and signed by NB.

3. BINDING SUPPLY ORDER

Subject to Clause 7 below, a Supply Order shall be complete and binding on NB when it has issued a PO to the Supplier and the Supplier has accepted such PO. The Supplier shall be deemed to have accepted the PO at the earliest of either the Supplier notifying NB in writing of its acceptance or the Supplier beginning performance pursuant to the Order.

4. QUALITY, QUANTITY AND DESCRIPTION

With respect to Goods to be supplied to NB under a Contract or PO, the Supplier shall ensure that the Goods:

- 4.1 conforms as to quantity, quality, description and particulars communicated to the Supplier in writing by NB;
- 4.2 is compliant in every respect with any sample, drawing, pattern or specification provided or approved by NB;
- 4.3 is fit for the purpose for which they were supplied, as communicated to the Supplier by NB;
- 4.4 comply with all environmental and other applicable legal requirements.

5. QUOTATIONS AND COST OF QUOTATIONS

5.1 If requested, the Supplier shall submit a Quotation based on the specifications issued and period stipulated by NB in its duly issued RFQ. The information in the quotation shall include but not be limited to the following:

- 5.1.1 Detailed specification of the Goods;
- 5.1.2 Quality, material list;
- 5.1.3 Minimum production run, where applicable;
- 5.1.4 Price per unit/quantity with the VAT thereon as a separate item;
- 5.1.5 Lead-time or timing;
- 5.1.6 Country of origin;
- 5.1.7 The manner in which the Goods are packaged;
- 5.1.8 The quantity per carton, carton size and

weight;

- 5.1.9 The Supplier's VAT/tax identification number.
- 5.1.10 The Supplier's name, address and other contact details shall be contained in the Quotation; the Quotation must be signed by the Supplier's duly authorized official(s).
- 5.1.11 The period for which a Quotation is to remain valid and binding shall be as indicated in the RFQ or otherwise communicated by NB.

5.2 NB shall not pay for any costs incurred by the Supplier in relation to the preparation and/or presentation of a Quotation, whether or not such Quotation is rejected or accepted by NB.

5.3 NB shall not be bound to award any contract to the Supplier on account of the preparation and submission of the Quotation.

6. DISCORDANCE

6.1 If there appears to be any conflict or want of agreement, contradiction in dimension, description, or quantities in any of the documents comprising the Contract, the Supplier shall refer the issue to NB for its decision, before proceeding with the execution of the Order or part thereof which is affected by the conflict or want of agreement.

6.2 No claim by the Supplier for additional payment will be allowed on the grounds of any misunderstanding or misinterpretation in respect of the Goods, nor will the Supplier be released from any risk or obligations imposed on/or undertaken by the Supplier on any such grounds or on the ground that it could not have foreseen any matter which might affect, or have affected its performance in terms of the Contract.

7. VARIATIONS, AMENDMENTS AND CANCELLATIONS

7.1 NB shall have the right to alter, amend, add to, or otherwise vary the supply of the Goods without invalidating the Order and the Supplier will be obliged to carry out such variations subject to the provisions of sub-clause 7.2 below.

7.2 If the said variations involve an additional cost or prevent the Supplier from fulfilling any obligations and/or guarantees as per the Order, the Supplier will, before proceeding therewith, so notify NB in writing.

In such case NB will decide whether the Supplier may proceed with the supply. If NB confirms its instructions to vary the Order, the Supplier's obligations and guarantees will be varied to such extent. The difference in cost, if any, occasioned by any such variation, will be added to or deducted from the price, as the case may be.

- 7.3 Without prejudice to sub-clauses 7.1 and 7.2 above, NB reserves the right, due to operational reasons, to suspend or withdraw any particular Order provided that the Supplier had not commenced performance thereon.

8. PACKAGING

- 8.1 Unless otherwise specifically provided for, the Supplier shall be responsible for packing the Goods, at its own cost, to ensure that there is no loss or damage to the Goods during storage and/or while in transit.
- 8.2 The packaging material will remain the property of NB. If the packaging material is to be returned to the Supplier, such material will be returned at the Supplier's expense and risk. The Supplier shall comply with all national and international regulations pertaining to the packaging and transportation of the Goods, whenever applicable.
- 8.3 NB shall be entitled, at the receiving point, to reject Goods that are not properly packaged by the Supplier, or Goods that have been damaged. The acceptance of the Goods shall be without prejudice to any rights possessed by NB pursuant to the Supplier's non-compliance with these instructions. Any re-sorting or re-packaging costs at the agreed receiving point shall be borne by the Supplier.

9. AVAILABILITY AND DELIVERY

- 9.1 The contractual delivery date specified in the Order for making the Goods available or for delivery of the Goods shall be of the utmost importance; time shall be of the essence in the Contract. Non-compliance with the said delivery date shall constitute a material breach of the Contract.
- 9.2 Where the Supplier is responsible for physical delivery, the Supplier shall deliver the Goods on the contractual delivery date to the Location(s) specified in writing by NB. The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, 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 Goods remaining to be delivered.

- 9.3 Where the Goods require coupling and/or installation to enable NB utilise same, the Supplier shall couple and/or install the Goods in accordance with the Specifications communicated in writing to the Supplier by NB, and until so coupled and/or installed, the Goods shall not be deemed delivered.

- 9.4 Partial delivery will not constitute delivery of the Goods, except where such is contained in the Order or permitted by NB. Where partial delivery applies or is permitted, the Supplier shall clearly indicate the words 'partial delivery' on the delivery note and on the invoice.

- 9.5 In the event of any delay beyond the contractual delivery date, NB shall be entitled to:

9.5.1 Without terminating the Contract or Order, purchase Goods of similar quality or nature up to the same level or more from another supplier of the same Goods, and refuse to accept the Goods delivered late by the Supplier or return same at the Supplier's expense and risk; or

9.5.2 Immediately terminate the Contract or Order, obtain the Goods from any other Supplier as may be required to complete the Order, and reject the Goods delivered late by the Supplier or return same at the Supplier's expense and risk; or

9.5.3 Without terminating the Contract or Order, receive the Goods delivered late and deduct as a penalty from the Supplier's payment/invoice, such amount not less than 3% and not more than 10% of the Order value, provided that where the Goods are to be supplied in different quantities/levels, the penalty shall only apply to the portion of the Goods not supplied on the Contractual Delivery Date.

- 9.6 Without prejudice to the above, NB may recover from the Supplier any adverse difference in price it may incur as well as any other damages that may be suffered by NB due to the Supplier's delay in delivery.

10. PASSING OF PROPERTY AND RISK

- 10.1 Subject to Clause 12 below, the Goods shall be

deemed delivered and the property and risk therein passed to NB upon the delivery of the Goods by the Supplier to the Location specified by NB and the endorsement of the delivery note by NB's authorized personnel. Where it is agreed that NB will collect the Goods at the Supplier's Premises, the Goods shall be deemed delivered and the property and risk therein passed to NB upon the collection of the Goods by NB.

- 10.2 Further to sub-clause 10.1 above, the Goods shall remain at the Supplier's risk until delivered by the Supplier to the designated Location or collected by NB, as the case may be.

11. INSPECTION AND TESTING (QUALITY CONFIRMATION)

- 11.1 Where applicable, the Supplier shall carry out certain tests as specified by NB and issue true copies of the Certificates of Analysis (COA) for each test. The COA shall accompany all Goods supplied to NB. Only Goods covered by the relevant COA will be accepted.
- 11.2 NB's representatives shall be entitled, on NB's authority, to carry out Supplier's conformity test on a periodic basis at the Supplier's Premises or at any Location.
- 11.3 NB's representative shall be entitled to carry out corporate audit/check of the Supplier's plant and production activities as specified in NB's technical requirements.
- 11.4 The absence of inspection or test or failure to inspect or carry out a test shall not constitute acceptance of the Goods or affect any liability of the Supplier under a Contract.
- 11.5 However, if for any reason whatsoever, NB deems it necessary to carry out the certification of Goods at the Supplier's Premises, NB shall issue the COA.

12. COMPLAINTS AND REJECTION

- 12.1 NB shall, within two (2) weeks from the date of receipt or collection of the Goods supplied to it by the Supplier, notify the Supplier in writing of its rejection of the Goods should NB find the Goods to be defective or damaged, or should the Goods differ from the sample or specification approved by NB and communicated to the Supplier prior to the supply thereof. The Supplier shall immediately retrieve the Goods, and replace same with Goods of the same quality and specification as approved by NB and communicated to the Supplier. All costs incurred in the retrieval of the damaged,

defective or non-compliant Goods and replacement of same shall be borne by the Supplier. Where the Supplier fails to retrieve and replace the defective Goods within the committed retrieval and replacement timeline, NB may return same to the Supplier at the Supplier's risk and expense.

- 12.2 Notwithstanding sub-clause 12.1 above, if at the point of utilization, the Goods or any part thereof are/is found to be unfit for NB's purpose due to the poor quality of the Goods, NB will notify the Supplier in writing of the defect. The Supplier shall retrieve the defective Goods from the delivery Location as soon as possible, but not later than five (5) working days after such notification. If the Supplier fails to retrieve the Goods, NB may return same to the Supplier at the Supplier's risk and expense.

13. PRICING, INVOICING AND PAYMENT

- 13.1 Prices contained in a PO shall be exclusive of VAT, but include all costs to ensure performance of the Order by the Supplier. The Prices shall be subject to deduction of WHT as appropriate.
- 13.2 Prices shall be agreed to by NB in writing and stated in the PO. The price stated in a PO shall remain the same and valid until all the Goods required to be supplied under the PO have been fully supplied, except as otherwise reviewed and agreed to in writing by NB.
- 13.3 Every invoice shall indicate the name, address and telephone number(s) of the Supplier. The Invoice shall also include the invoice number, invoice date, description and quantity of the Goods for which the invoice is issued, LPO number, Supplier's VAT/tax identification number, a statement to indicate partial delivery (where applicable), name and signature of the Supplier's representative.
- 13.4 Every invoice shall be accompanied by a copy of the PO and Supplier's waybill/delivery note in making the supplies.
- 13.5 The unit price for the Goods in an invoice shall be stated separately from the VAT chargeable on the Goods.
- 13.6 Without prejudice to any provision in the Contract, NB shall be bound by its PO only if the PO is placed on NB's official PO form and is duly endorsed by the designated NB official(s).
- 13.7 Unless otherwise stated in a Contract or an Order, payment to the Supplier shall be made

after forty-five (45) days upon full supply of the Goods in the Order (save where advance payment or payment on partial supply is agreed to in writing by NB) and after receipt of the Supplier's invoice; provided that where the payment due date is not on a Monday, payment will be made on the following Monday in line with NB's weekly payment cycle.

- 13.8 Without prejudice to any other remedy, NB may suspend or delay payment without penalty or loss of prompt payment discount if the Supplier fails to provide the required information on an invoice or if NB disputes the invoice or any part thereof or for non-compliance by the Supplier with the instructions contained herein or in an Order.
- 13.9 Where NB disputes any item in the invoice submitted by the Supplier, NB shall before the payment due date give notice thereof with reasons to the Supplier. The Supplier shall, within ten (10) days from the date of receipt of the notice, provide such documents or information required by NB for verification of the amount stated in the invoice to be payable to the Supplier. Where the dispute is not resolved upon the verification, same shall be resolved in accordance with the provisions of Clause 29 below.
- 13.10 NB shall have the right to set-off any verified claim which it may have against the Supplier against any payment due to the Supplier under the Contract.
- 13.11 Any payment to be made by NB on the Supplier's invoice shall be subject to deduction of WHT at the appropriate rate, which shall be paid to the relevant government agency.

14. PERFORMANCE ASSESSMENT

- 14.1 Where applicable, the Supplier's performance of the Contract shall be appraised on a quarterly basis using NB's rating specifications.
- 14.2 The Supplier's performance rating indicated in sub-clause 14.1 above may be used by NB as part of the criteria for determining subsequent Orders or further transactions between NB and the Supplier.

15. WARRANTY

- 15.1 Without prejudice to any other obligation imposed by law, the Supplier guarantees that the Goods shall be suitable for the purpose for which it was supplied or for which it was

ordered if such purpose was disclosed to the Supplier or reasonably ought to be within the Supplier's contemplation, conform to agreed specifications and approved samples, manufactured with good workmanship, is new, of good quality and free from manufacturing, construction or material defects and the Goods and the operation thereof comply with compulsory regulations including health, safety, environment and hygiene.

- 15.2 If the supplied Goods through its use comes into contact with NB's beverage drinks, or is used in the production of the beverage drinks, the Supplier hereby specifically guarantees that the Goods are so manufactured and of such composition that its use shall not cause any contravention of any regulation applying to beverage drinks.
- 15.3 The Supplier warrants that the specification and quality of Goods to be supplied under an Order shall comply in all respects with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law, which may be in force at the time when same is to be supplied.
- 15.4 The Supplier hereby acknowledges that the Goods are vital to NB's operations and thus, further warrants that the Goods, samples, moulds and drawings thereof, shall be kept safe and secure at all times and that it shall take every step necessary to prevent them from being stolen or wrongfully/illegally reproduced or sold or appropriated.

16. ACCESS TO AND USE OF NB's MATERIALS

- 16.1 All materials (including without limitation any tools, drawings, patterns, gauges, samples and specifications made available by NB in connection with a Contract) shall be and remain the property of NB, and the Supplier shall:
- 16.1.1 Designate the materials as the property of NB;
- 16.1.2 Store the materials separately from those that belong either to itself or third parties;
- 16.1.3 Use the materials only for the purposes of the Contract;
- 16.1.4 Keep the materials in good order and condition, and shall be responsible for any loss of or damage to them; and
- 16.1.5 Return the materials to NB upon NB's request at any time, or if no request is

made, on completion of the Contract or an Order.

- 16.2 When any of the materials as aforementioned is incorporated into the Goods or any material owned by the Supplier, such material shall be deemed new material, and the ownership of it shall vest in NB.

17. DEFAULT

- 17.1 If the Supplier fails to perform on an Order or fails to do so timeously, or otherwise fails to perform any of its obligations contained in this GTC-G or a Contract, the Supplier shall be deemed to be in default, and without prejudice to any other right it may have, NB shall be entitled to terminate the Contract and/or any Order either fully or in part.
- 17.2 The provisions set out under sub-clause 17.1 above are without prejudice to the right of NB to claim compensation for all costs, damages, interest charges and penalties that ensue from the Supplier's default.
- 17.3 NB reserves the right, at any time when same comes to its knowledge, to raise a claim of default on the Supplier's part, should it discover that the Goods supplied to it by the Supplier does not comply with its Order or approved specifications and quality communicated to the Supplier.

18. INDEMNITY

- 18.1 The Supplier undertakes to indemnify and keep NB indemnified against all claims, demands, actions or proceedings which may be brought or commenced against NB, or against any losses or expenses whatsoever suffered or sustained by NB, arising from the Supplier's actions, failure or omission in the course of supplying the Goods pursuant to an Order.
- 18.2 The Supplier shall not, in the course of supplying the Goods under any Contract or Order, do anything or supply Goods that are in breach of any trademark, patent, design, copyright or other intellectual/ industrial property right of any third party. The Supplier hereby agrees to indemnify NB against the consequences of any neglect or default on its part in this regard.

19. NON-EXCLUSIVITY

- 19.1 Except as otherwise stated in the Contract, no exclusivity shall be granted to the Supplier with regard to the supply of Goods by virtue of any PO. NB reserves the right at all times to request the Goods from any other source

or supplier.

- 19.2 NB does not warrant that it will purchase any minimum quantity of Goods from the Supplier, and any indications as to quantity will not be binding on NB. NB will only be bound by its duly issued PO.

20. TERMINATION

- 20.1 Except as otherwise stated in a Contract, either party may terminate a Contract at any time and for any cause by giving one month's written notice of termination to the other Party. The Contract shall be deemed terminated upon the expiration of the notice period.
- 20.2 Notwithstanding the foregoing, NB may, without prejudice to any right and remedy available to it under a Contract or any applicable law and without any liability whatsoever to the Supplier, immediately suspend the performance of or terminate the Contract with notice in writing to the Supplier, in any of the following events:
- 20.2.1 The Supplier defaults or fails to perform or comply with, or is otherwise in breach of any of its obligations under the Contract and the Supplier has failed to remedy such default, failure or breach, after receipt of a written notice from NB in that regard, where such default, failure or breach is remediable.
- 20.2.2 The relevant permit, license, approval or consent required by the Supplier to supply the Goods is revoked.
- 20.2.3 The Supplier breaches any of the provisions of NB's Code of Business Conduct and/or Supplier Code, or does any act which NB considers prejudicial to its business interests.
- 20.2.4 There is direct or indirect change of ownership of the Supplier's business or transfer of material portion of the share capital of the Supplier or the Supplier's parent company, if such change or transfer, in NB's opinion, has or may have negative consequences to NB or affect the Supplier's performance of its obligations under the Contract.
- 20.2.5 An attachment is made to a significant part of the Supplier's operating assets, or a liquidator/ receiver/ manager is appointed over the entire or any part of the Supplier's

undertaking, or an application for the Supplier's liquidation, bankruptcy or any other form of insolvency proceeding is filed in court, or the Supplier is declared bankrupt, or a liquidation order or other similar declaration is issued against the Supplier.

20.2.6 The Supplier discontinues its business.

20.3 Any termination shall be without prejudice to any other right or remedy of either Party under the Contract or at law, and will not affect any accrued rights or liabilities of either Party at the date of the termination.

20.4 In the event of termination or expiration of a Contract, the Supplier shall, at its own cost:

20.4.1 deliver to NB all documents, books or records relating to the Goods which are severable from the records of the Supplier. Where any such documents, books or records are not severable from the records of the Supplier, the Supplier shall maintain such records for such period as is prescribed by law and shall grant NB access to the said documents books and/or records as NB may require (including the right to make copies and extracts on reasonable advance notice) and will keep them in good condition.

20.4.2 return or procure the return to NB of all copies of NB's confidential information in the possession or control of the Supplier.

20.4.3 provide all assistance and information which NB may require to ensure an orderly migration of the supply of the Goods to NB or to a new supplier appointed by NB.

20.4.4 offer to NB any work in progress not yet paid for, at a reasonable price, having regard to the status of the relevant work in progress and the basis of the Price agreed under the Purchase Order. Any work in progress purchased by NB shall be delivered by the Supplier in a format and at a time specified by NB and, notwithstanding that such work is not yet completed, it shall be subject to any relevant warranty, indemnity, quality and certification provisions contained in the Contract or this GTC-G.

20.5 In the event of termination or expiration of the Contract, NB shall pay to the Supplier all sums validly due and owing for outstanding Purchase

Orders which NB has agreed will be fulfilled notwithstanding the termination or expiration of the Contract.

21. CONFIDENTIALITY AND NON-DISCLOSURE

21.1 The Supplier shall keep confidential all information relating to NB, including but not limited to technical know-how, idea, trade secret, commercial information, data, procedure, substance, sample and the likes, which comes to the knowledge or possession of the Supplier in connection with a Contract and which NB has designated to be confidential or which the Supplier can reasonably assume to be confidential (hereinafter referred to as "confidential information"). The Supplier shall not disclose or publish any such confidential information without the prior written permission of NB.

21.2 The Supplier shall not disclose to any third party the existence or contents of its relationship with NB under any Contract, or the activities undertaken or to be undertaken therein by the Supplier for NB, without the prior written consent of NB.

21.3 The obligations in sub-clauses 21.1 and 21.2 above will not apply to any confidential information which the Supplier can prove, supported by documentary evidence, was/is:

21.3.1 in the Supplier's possession prior to disclosure by NB, without the Supplier having any obligation to keep the information confidential towards NB.

21.3.2 already a common knowledge at the time of disclosure by NB.

21.3.3 acquired by the Supplier from a third party that was not bound to keep the information confidential, or developed independently by the Supplier without any use of information disclosed by NB.

21.3.4 required to be disclosed by the Supplier pursuant to a statutory requirement or a binding order of a court of competent jurisdiction or a binding directive of a government authority. In such event, the Supplier shall immediately inform NB and cooperate with NB to limit the extent of the disclosure by the Supplier to what is strictly required.

21.4 The Supplier shall impose obligations that are no less stringent than the obligations imposed on it under the foregoing provisions on its employees and any third party engaged by the Supplier for the performance of its obligations under the

Contract. The Supplier guarantees that the employees and/or third parties, as the case may be, will not act in breach of the obligation of confidentiality and non-disclosure in accordance with this Clause.

21.5 The confidentiality and non-disclosure obligation contained in this Clause shall continue to be in force after the termination of the Contract. The Supplier shall be liable to NB for the full value of any damage or loss suffered or incurred by NB, or any claim brought against NB by any third party, arising from the Supplier's breach of this confidentiality and non-disclosure provisions.

21.6 The foregoing obligations, shall equally apply to NB in relation to the Supplier's confidential information within NB's possession or knowledge.

22 INTELLECTUAL PROPERTY

22.1 Each Party retains ownership of its existing Intellectual Property and associated rights developed or acquired by it prior to entering into a Contract, and except as otherwise agreed by the Parties or expressly stated in the Contract, nothing herein shall cause or be construed as causing the transfer to the other Party of the ownership of any such Intellectual Property and associated rights.

22.2 If under a Contract, the Supplier is required to supply bespoke Goods to NB, the ownership of the Intellectual Property and associated rights therein shall, unless otherwise agreed in writing by the Parties, be vested in NB. In such case, the Supplier shall execute any document or deed necessary to vest ownership of such Intellectual Property in NB. For the purpose of this Clause, bespoke Goods mean Goods customized or tailored for NB's specific needs.

22.3 All materials provided to the Supplier by NB or made or purchased by the Supplier at the expense of NB, are the property of NB. The Supplier shall utilize the materials specifically for the agreed purpose, and shall keep same in good condition at its own expense and risk. The Supplier shall not use the materials for any other purpose or permit any third party to use same except with NB's prior written consent. The Supplier shall immediately deliver the materials to NB upon request.

22.4 The Supplier shall not make use of any of NB's proprietary information or rights such as, trade secrets, market reports, trademarks, trade names, domain name, patent, design, copyright, among others (whether owned or licensed by NB), for any purpose except as authorized by NB in writing. Any authorized use of such proprietary

information or rights shall be in accordance with the instructions of and for the purposes specified by NB. Specifically, the Supplier shall not use any such proprietary information or rights to promote its business in any manner whatsoever.

23. USE OF SOFTWARE

Where, under a Contract, the Supplier is required to provide or grant or procure for NB an access to a software (whether incorporated into the Goods supplied to NB or separately from such Goods), the Supplier shall:

23.1 Ensure the compatibility of the software with NB's computer system, including the system's software.

23.2 Obtain at its own cost, all necessary consents, approvals, licenses, or permits required to enable NB access and/or use the software, unless otherwise agreed in writing by the Parties.

23.3 Be liable to NB for any damage or loss suffered by NB or for any third party claim brought against NB arising from NB's use of the software.

23.4 Provide practical training, free of charge, to NB's designated personnel with respect to the use of the software.

23.5 Provide to NB, free of charge, the documentation (in digital or manual form) necessary for the use of the software.

24. ANTI-BRIBERY

24.1 The Supplier hereby declares and affirms that it has not paid, offered to pay or promised to pay, directly or indirectly, any bribe, pay-off, kick-back or any other such unlawful payment, and that it has not in any other way or manner, given or offered to give any gifts, presents or other items of value to any person to process the entry into and/or execution of a Contract, and the Supplier further undertakes not to engage in any of the said or similar acts during the term of any Contract.

24.2 The Supplier shall immediately inform NB in writing of any request or demand the Supplier receives, if compliance with such request or demand will or is reasonably expected to constitute bribery, and such request or demand is in any way directly or indirectly related to the Contract.

24.3 The Supplier shall immediately inform NB in writing if the Supplier is subject of any investigation, inquiry or enforcement proceedings related to bribery, if such investigation, inquiry, or enforcement proceedings could impact NB in any way.

25. ASSIGNMENT AND SUBCONTRACTING

25.1 The Supplier shall not transfer or assign its rights or obligations under a Contract to any third party, nor enter into a sub-contract with any third party for the performance of a part or the whole of its obligations under the Contract, without the prior written consent of NB. Where NB grants such consent, the Supplier shall notwithstanding remain liable to NB for the actions and inactions of the Supplier's subcontractor(s).

25.2 NB may assign or transfer any of its rights or obligations under the Contract to any third party of its choice upon giving written notification to the Supplier. As a result of such transfer or assignment, all rights and obligations that have arisen or will arise from the Contract for NB will pass to the transferee/assignee third party in so far as the Parties have not agreed otherwise with regard to already due and demandable rights or obligations.

26. INVALIDITY OF PROVISIONS

If any provision of a Contract or this GTC-G shall become or be deemed ineffective or invalid, the other provisions shall remain in full force and effect. However, the Parties will replace the ineffective or invalid provision with a legally valid provision of similar import which reflects, as closely as possible, the intent of the original provision.

27. DATA PROTECTION

27.1 If the Supplier, in the course of performance of its obligations under a Contract, processes or accesses any data (including but not limited to fingerprints, photographs and personal information) of NB's personnel, distributors, affiliates and other suppliers, the Supplier shall:

27.1.1 Comply with all privacy and data protection law and regulations applicable to the data.

27.1.2 Process the data only when necessary for the supply of Goods to NB, and as permitted or required by law.

27.1.3 Keep the data confidential and not disclose or sell same to any third party in whatever form (anonymized or not).

27.1.4 Take appropriate technical, physical and electronic security measures to protect the data against loss, theft, unauthorized or unlawful access or processing.

27.1.5 Promptly inform NB of any actual or suspected security issue involving the data.

27.2 Where the Supplier allows its subcontractor to process the data, the Supplier shall ensure that it binds the subcontractor to obligations which provide a similar level of protection as this Clause.

27.3 The Supplier shall, upon the termination of the Contract or upon request by NB, immediately return to NB all records or documents containing the data. The Supplier shall solely be liable to NB for any unauthorized or illegal access to, or processing, corruption or loss of the data.

27.4 In addition, the Supplier shall indemnify and hold NB harmless against any damage, fine, losses and claims from third parties arising as a result of any breach of this Clause by the Supplier.

28. CODE OF BUSINESS CONDUCT AND COMPLIANCE

28.1 The Supplier hereby agrees to adhere to NB's Code of Business Conduct (copy of which the Supplier hereby acknowledges receipt) regarding dealings with government agencies, customers, suppliers and third parties generally, especially (but not limited to) fairness, human rights, environmental law, honesty and transparency.

28.2 The Supplier shall comply with all applicable statutes, rules, regulations and standards relating to the performance of a Contract, including but not limited to health and environmental laws, rules and regulations.

28.3 The Supplier shall also comply with NB's Supplier Code, policies, guidelines, standards, rules and regulations, including those on safety, health and environment.

29. GOVERNING LAW AND DISPUTE RESOLUTION

29.1 The relationship between NB and the Supplier as contained in a Contract, this GTC-G and any Purchase Order issued to the Supplier for the supply of Goods, shall be governed exclusively by Nigerian Law.

29.2 If any dispute or controversy arises out of or in relation to the Contract, including any dispute or controversy on its performance, construction or interpretation ("the dispute"), the Parties shall in the first instance attempt in good faith to resolve the dispute by mutual negotiation between the representatives of the Parties who have authority to settle the dispute. The representatives of the Parties shall meet at a mutually agreed time and

place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the dispute. All negotiations made pursuant to this Clause are confidential and shall be treated as such by the Parties.

29.3 If the dispute is not resolved by negotiation as provide above within thirty (30) days after the dispute arose or such extended period as the Parties may agree, the Parties shall endeavour to settle the dispute by mediation, to be presided over by a Mediator jointly appointed by the Parties. The Parties shall be represented at the mediation by the representatives of the Parties. Any cost incurred for the mediation shall be borne equally by the Parties.

29.4 In the event the Parties are unable to settle the dispute by mediation within thirty (30) days after the appointment of the Mediator, the dispute shall finally be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act Cap. A18, Laws of the Federal Republic of Nigeria, 2004. The arbitration proceedings shall be conducted by a sole Arbitrator to be mutually appointed by the Parties, and failing such appointment, the sole Arbitrator shall be appointed by the President of the Lagos Chamber of Commerce and Industry. The place of the arbitration proceedings shall be Lagos, Nigeria and the language of the arbitration shall be English. The decision of the Arbitrator shall be final and binding on the Parties.

30. FORCE MAJEURE

30.1 Neither Party shall be liable to the other Party for any delay or failure to perform any of its obligations under a Contract where such delay or failure is caused by Force Majeure. In the event of any Force Majeure occurrence, the affected Party shall inform the other Party, by electronic mail, telephone or any other faster means of communication, as soon as possible that a Force Majeure event has occurred, and the obligation affected by the Force Majeure shall be suspended for the period of the Force Majeure.

30.2 Upon the elimination or cesser of the Force Majeure occurrence, the affected Party shall as soon as possible inform the other Party to that effect in the same manner as afore stated, and immediately resume performance of its obligation affected by the Force Majeure.

30.3 Notwithstanding the foregoing, should the Force Majeure occurrence last for more than thirty (30) days following the notice referred to in sub-clause 30.1 above, the Parties may mutually terminate the Contract without penalty, where the Force Majeure occurrence has made it impossible for the Parties to continue with the Contract. However, the Supplier shall refund all payments already made to it in advance by NB for Services not provided to NB prior to the termination of the Contract on account of the Force Majeure occurrence.

31. MISCELLANEOUS PROVISIONS

31.1 **Waiver:** Failure by either Party to require strict performance by the other Party of any obligation hereunder shall in no way affect its right thereafter to enforce any obligation, nor shall a waiver by either Party of any breach be held to be a waiver of any previous or later breach. No waiver will have any effect unless it is specific, irrevocable and in writing.

31.2 **Independence of Parties:** Nothing herein or in a Contract shall be deemed to constitute either Party as the agent of the other or create a partnership, joint venture or employment relationship between the Parties. In the performance of its obligations under a Contract or Purchase Order, the Supplier acts as an independent contractor.

31.3 **Preservation:** The expiration or termination of a Contract shall not affect any right or obligation which expressly or by its nature survives such expiration or termination, including but not limited to representations, guarantees and confidentiality obligations.

31.4 **Notices:** All notices required under a Contract may be given (i) by telephone (and later confirmed in writing), (ii) in writing, (iii) by facsimile transmission or electronic mail, or (iv) by reputable courier service and addressed to the recipient Party at its address set forth in the Contract or at such other address as the Party shall hereafter inform the other Party by written notice given as aforesaid. All written notices so given shall be deemed effective upon receipt.