

1. **Definitions:**

- (i) **“Applicable Laws”** means, with respect to any person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such person, as amended unless expressly specified otherwise.
- (ii) **“Confidential Information”** shall mean information of all kind, irrespective of whether it is marked 'Proprietary' or 'Confidential', disclosed by either party or its representatives / employees to the other.
- (iii) **“Force Majeure Event”** shall mean an event or circumstance or combination of events or circumstances that adversely affects, prevents or delays any Party in the performance of its obligations in accordance with the terms of this Agreement but only if and to the extent that such events and circumstances in the opinion of the Supplier are not within the affected Party’s reasonable control, directly or indirectly, and cannot be remedied by the affected Party’s exercise of due diligence. Such events and circumstances shall include without limitation: (a) acts of God, flood, storm, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) lockdowns or other measures adopted by the Government of Uganda / India / Ethiopia / Philippines due to COVID 19 or any other similar pandemic (d) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent.
- (iv) **“Product(s)”** shall mean the product being sold by the Seller and purchased by the Purchaser on the terms and conditions specified in the Order.
- (v) **“Order”** shall mean the Sales Order executed between the Seller and Buyer in respect of the Product.

2. **Description and Quantity of Goods:** The Seller shall deliver the Product as specified under the Order as per the specifications agreed amongst the Parties. The Seller reserves the right to vary the quantity of the Product by +/-5% without any price implication.

3. **Delivery of the Product:** The Seller shall deliver the Product to the Buyer as per the timelines agreed in the Order. Agreed delivery terms may be modified by any Party with prior written consent of the other Party. Title to and risk of loss and liability of the Product shall pass from the Seller to the Buyer as per the Incoterms prevailing at the time of execution of the Order.

4. **Price and Payment Terms:** The Buyer shall pay the aggregate consideration for the Product to the Seller as per the Order.

The consideration stated in the Order is inclusive of all costs, fees, duties, levies and charges, wherever applicable. The Product shall be packaged in accordance with the instructions on the Buyer and the Seller shall pay all reasonable costs of packaging. The buyer shall ensure that the net invoice amount is received in the bank account of the Seller within the timelines agreed amongst the Parties and all bank charges of the Buyer shall be to the Buyer’s account.

Where the day nominated or determined for payment in accordance with this payment term is not a working day, then the day for payment shall be the first working day after the day so nominated or determined. For the purposes of this clause, a working day means a day on which banks are open for general business in the country in which the Buyer is located.

If the Buyer fails to pay the consideration within 5 (five) working days from the due date of the payment, interest at the rate of 12% per annum shall be levied on the outstanding consideration for the number of day/s delayed.

5. **Documentation:** Each shipment of the Product shall be accompanied by the following documents:
- a) original copy of the commercial invoice of the Seller;
 - b) original copy of the transport waybill for the shipped Product stamped by the customs at the shipment point;
 - c) original copy of the Certificate of Origin issued by an authorized body in the

- country of origin and certified by an original stamp of the Seller;
- d) phytosanitary Certificate;
- e) Any other document required and agreed to be provided under the Order.

6. **Representation and Warranties:** Each Party mutually warrants to the other that – (a) it has been duly incorporated and organized, and is validly existing in good standing, under the Applicable Laws; (b) it has the corporate power and authority to carry on its respective business and has the authority to enter into this Order; and (c) it has all material permits, approvals, authorizations, licenses, registrations, and consents including registrations necessary for the purposes of this Order and for the conduct of their respective businesses.
7. **Inspection:** The Buyer shall be entitled to inspect or arrange for the inspection of the Product at any time during and/or prior to their processing, production, storage and/or transport or to inspect or arrange for the inspection of relevant documents, regardless of their location by giving prior written notice of 15 (fifteen) days. The Seller shall cooperate, in all reasonable aspects, with the Buyer / its representatives for the inspection at the Buyer’s cost.
8. If, in the Buyer’s opinion, it transpires after receipt and/or inspection that the Product does not meet the specifications set by the Buyer and/or agreed by the Parties, the Buyer shall inform about the discrepancies to the Supplier within 7 (Seven) days of the receipt of Product pursuant to which the Parties shall discuss the course of action to remedy the situation. **Compliances:** The Seller and its employees, as well as third parties hired or engaged by the Seller, shall comply with all statutory safety, health and environmental requirements and the like, and with any requirements and regulations imposed by the Buyer.
9. **Limitation of Liability:** Except for obligations to make payment under this Order, liability for breach of confidentiality, or liability for infringement or misappropriation of intellectual property rights, in no event shall either party or their representatives be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to any breach of this agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not the other party was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
10. **Limitation of Action:** No action rising out of or relating to this Order or the transactions it contemplates may be commenced against the Seller more than 2 months after the basis for such claim could reasonably have been discovered.
11. **Intellectual Property Rights:** Buyer agrees that Seller (including its affiliates) is the sole owners of all right, title and interest in the specifications as well as all trademarks, trade names, trade dress, logos, graphics, photographs, artwork and textual materials (collectively, the **“Trademarks”**) used in connection with the packaging of the Product under this contract, and that all intellectual property rights that may be acquired by use of the specifications or the trademarks shall inure to the sole benefit of the Seller. Buyer agrees to execute such further documents as may be required to effectuate the assignment to Seller (or its affiliates) of any intellectual property rights that Buyer may acquire in the specifications or the Trademarks, including any goodwill associated with the same. Buyer agrees that it will not, at any time, do or cause to be done any act which will in any way impair the rights of Seller (or its licensors) in and to the specifications and the trademarks.
12. **Term and Termination:** Either Party can terminate the Order by giving 60 (sixty) days prior written notice to the other Party: Provided however the Order shall not be terminated if the production of the Product as per the specification provided by the Buyer has already been commenced by the Seller. In the event of termination / cancellation of the Order by the Buyer, the Buyer shall be liable to pay all costs actually incurred by the Seller prior to the date of termination, provided however, that in no event shall the Buyer be obligated to pay an amount in excess of the amount set out in the Order.
13. **Force Majeure:** In the event either party is unable to perform its obligations in terms of this Order due to occurrence of a Force Majeure Event, such party shall not be considered as a defaulting party or be made liable for any damages to the other party for any losses incurred due to delay or non-performance of the obligations. Notwithstanding anything to the contrary contained herein, in the event the Buyer is unable to make the payment due to a Force Majeure Event, the liability to make such payment shall not be deemed to have extinguished and the Buyer shall remain liable to pay the outstanding amount as per the terms agreed between the parties

at the relevant time.

14. **Governing Law; Arbitration.** All matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance) and enforcement shall be governed by the laws applicable to the jurisdiction where the registered office of the Seller is situated.

Any dispute arising out of or in connection with the Order, including any question regarding its existence, validity or termination, shall be referred to a sole arbitrator appointed by the Seller and finally resolved by arbitration in the following manner:

Country of the Registered office of the Seller	Applicable law for Arbitration	Seat
India	Indian Arbitration and Conciliation (Amendment) Act, 2015	Mumbai, India
Dubai	DIFC – LCIA Arbitration Centre	Dubai
Philippines	Philippine Dispute Resolution Centre	Philippines
Uganda	Uganda Arbitration and Conciliation Act, 2000	Kampala, Uganda
USA	International Chamber of Commerce (ICC)	New York

The arbitration shall be conducted in in the city where the registered office of the Seller is situated.

15. **Severability:** The invalidity of any provision of any term, condition or covenant therein contained herein shall not affect the validity of any other provision or covenant thereof or contained therein as each such covenant and provision is separate and distinct.
16. **Entire Agreement.** This Order shall constitute the full and complete agreement between the parties hereto relating to the subject matter thereof. The parties state that there are no oral statements, representations, warranties, undertakings or agreements between the parties except as provided herein. These terms and conditions supersedes/cancels all prior communications, understandings and agreements whether written, oral or in electronic form between the parties hereto.
17. **Amendments.** No amendment to these terms and conditions will be effective unless it is in writing and signed by both the parties. Notwithstanding anything to the contrary contained in any document signed by the Parties with relation to this Order, the terms and conditions contained herein shall prevail.
18. **Confidentiality:** Each party undertakes it shall not reveal, and shall use its reasonable efforts to ensure that its directors, officers, managers, partners, members, employees, legal, financial and professional advisors and bankers (collectively, the "**Representatives**") do not reveal, to any third party any Confidential Information without the prior written consent of the disclosing party. Notwithstanding the above, neither party shall have an obligation of confidentiality with respect to information which: (i) was in the public domain at the time of receipt from the other party, or which subsequently enters into the public domain through no fault of the receiving party; (ii) was known and can be shown to have been known by the receiving party at the time of receipt from the other party and was not previously acquired from the other party on a confidential basis; or (iii) becomes known to the receiving party on a non-confidential basis through a third party whose own acquisition and disclosure were independent of the other party.