

GENERAL SUPPLIES TERMS AND CONDITIONS

1. **PRICE.** This is a firm price order.
2. **TERMS OF PAYMENT.** Invoices shall be dated no earlier than date of shipment or delivery of service. The discount period begins upon receipt of invoice, required delivery date, or date any applicable discrepancy is resolved, whichever date is later. Buyer will pay non-discountable invoices thirty (30) days after receipt of invoice, required delivery date, acceptance, or the date any applicable non-conformity is resolved, whichever date is later.
3. **ATTACHMENTS.** Documents designated by Buyer in the body of the Purchase Order, including supplemental terms and conditions, if any, are incorporated by reference the same as if set out in full therein.
4. **CHANGES.** The Buyer reserves the right at any time to issue a written change order or amendment to the Purchase Order concerning any of the following: (a) specifications, drawings, and data incorporated in the Purchase Order where the items to be furnished are to be specially manufactured for the Buyer; (b) quantity; (c) methods of shipment or packaging, (d) place of delivery, (e) time of delivery; or (f) any other matters affecting this Purchase Order.
5. **TERMINATION.** Buyer may terminate the Purchase Order for its convenience, in whole or in part, at any time prior to shipment by (written or electronic) notice to Seller. Upon receipt of such termination notice, Seller shall promptly comply with the directions contained in such notice and shall, as required, (a) take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities for the terminated work, and (b) continue the performance of any part of the work not terminated by Buyer.
6. **ASSIGNMENT.** Seller may not assign, transfer, or subcontract this Purchase Order or any right or obligation hereunder without Buyer's written consent.
7. **EXCUSABLE DELAY.** Fires, floods, strikes, accidents, shortages, or other causes beyond the reasonable control of the parties, which prevent Seller from delivering, or Buyer from receiving, any of the goods and services covered by this Purchase Order, shall suspend deliveries until the cause is removed, subject, however, to Buyer's right of termination for convenience under Paragraph 5.
8. **PACKAGING, PACKING LIST, AND BILL OF LADING AND DELIVERY.** Seller shall be responsible for proper packaging, loading, and tie-down to prevent damage during transportation. Buyer's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list. Delivery to Buyer shall be construed as the on dock date at Buyers facility (required date) as noted on PO. Buyer will not accept shipments prior to two weeks in advance of the required dock date unless otherwise authorized in writing.
9. **INSPECTION.** All goods and services furnished hereunder will be subject to inspection and test by Buyer at all times and places and will be subject to Buyer's final inspection and approval within a reasonable time after delivery. It is the supplier's responsibility to ensure that all product, assembly, material and process specifications reflect the latest revision levels. If Seller delivers non-conforming goods, Buyer may at its option and at Seller's expense: (i) reject and

return the goods for credit or refund; (ii) require Seller to promptly correct or replace the goods; (iii) correct the goods; or (iv) obtain replacement goods from another source. Seller shall not redeliver corrected or rejected goods without disclosing the former rejection or requirement for correction. Seller shall disclose any corrective action taken. Repair, replacement and other correction and redelivery shall be completed within the original delivery schedule or such later time as Buyer may reasonably direct. All costs, expenses and loss of value incurred as a result of or in connection with nonconformance and repair, replacement or other correction may be recovered from Seller by equitable price reduction or credit against any amounts that may be owed to Seller under this purchase order or another. **Payment for any goods or services shall not be deemed acceptance and in no event shall Buyer incur any liability for payment for rejected goods or services.**

- 10. WARRANTIES.** By accepting this Purchase Order, Seller warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with Buyer's specifications, drawings, and data, and Seller's descriptions, promises, or samples, and that such goods will be fit for the Buyer's intended use, provided Seller has reason to know of such use, and that Seller will convey good title to the goods, free and clear from all liens, claims, and encumbrances. Upon Buyer's request, Seller shall furnish Buyer with a formal waiver or release of all liens by Buyer and/or Buyer's suppliers. Seller warrants that goods or services covered by this Purchase Order shall not infringe any patent, design, mask work, copyright or trademark, of any third party, either directly or contributory. Seller agrees to indemnify Buyer and hold Buyer harmless from and against all liability, loss, damage and expense, including reasonable counsel fees and costs of litigation, resulting from any claim of infringement and any litigation relating thereto. In the case where goods or a part thereof are held to constitute infringement and the use of the goods or a part thereof is enjoined, Seller shall, at the expense of Seller, either (a) procure for the Buyer the rights to continue to using the goods, (b) replace the goods so that the goods become non-infringing, or (c) retake the goods and refund the purchase price and transportation and installation cost of the goods to Buyer. Such obligations shall survive acceptance of the goods or services and payment therefore by Buyer.
- 11. TITLE; RISK OF LOSS.** Title shall pass to Buyer upon Buyer's receipt of goods at destination. Risk of loss of all goods shall remain in Seller until receipt by Buyer at destination, unless otherwise specified in this Purchase Order, except for loss occasioned by gross negligence or willful neglect of Buyer or its customer.
- 12. CONFIDENTIALITY; LIMITED USE.** Unless otherwise agreed by Buyer in writing, Seller shall keep confidential and not disclose to any third party, any confidential and/or proprietary materials provided by Buyer to Seller in connection with Seller's performance of this Purchase Order or prepared by Seller specifically for Buyer pursuant to this Purchase Order, including but not limited to any drawings, masters, software, specifications, raw materials, components, data, business information or plans, customer lists or other customer information ("Confidential Information"). Seller shall not make any copies of Confidential Information except as specifically authorized by Buyer in writing. At the completion of this Purchase Order, or upon Buyer's request, Seller shall promptly return to Buyer all Confidential

Information not consumed in the performance of this Purchase Order, together with any copies in Seller's Possession. Seller shall use Confidential Information solely for Seller's performance of this Purchase Order for Buyer, and Seller shall not, without Buyer's written consent, directly or indirectly use Confidential Information or information derived therefrom in performing services or providing goods for any other customer of Seller, or any other person or entity.

- 13. RESOLUTION OF CONFLICTS OR INCONSISTENCIES OCCURRING IN THE ORDER.** It is Seller's responsibility to comply with this Purchase Order and all referenced documents, and to clarify with Buyer any inconsistencies or conflicts in any parts of the Purchase order or referenced documents. Should Seller fail to contact Buyer to resolve conflicts or inconsistencies, Seller will be solely responsible for errors resulting from said conflicts or inconsistencies. Where documents are referenced, the version in effect at the time of order placement shall apply.
- 14. BUYER'S TERMS AND CONDITIONS APPLY.** Acknowledgment of the Purchase Order, shipment of any goods, or commencement of work pursuant to the Purchase Order shall be deemed an acceptance of these General Terms and Conditions. No modification of or release from this Purchase Order shall be binding unless agreed to in writing by the parties and specifically labeled as a modification or release. Unless specifically agreed to otherwise by Buyer and Seller, these terms and conditions supersede any submitted by Seller in any proposal or acknowledgment.
- 15. EXTRA CHARGES.** No charges for extras or for cartage or boxing or storage will be allowed unless the same has been agreed upon in writing by Buyer. All goods must be forwarded in accordance with Buyer's shipping instructions, otherwise the difference in freight rate will be charged to Seller.
- 16. SUBSTITUTIONS.** No substitution of materials or accessories may be made without written permission from Buyer.
- 17. WORK PERFORMED ON BUYER'S OR BUYER'S CUSTOMER'S PREMISES.** If Seller's work under the Purchase Order involves operations by Seller on the premises of Buyer or one of Buyer's customers, Seller shall take all necessary precautions and such additional precautions as Buyer or Buyer's customer may prescribe to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is due solely and directly to Buyer's or Buyer's customer's negligence, shall indemnify Buyer against all claims, liability, damage, or loss (including expenses and attorneys' fees) which may result in any way from any act or omission of the Seller, or Seller's agents, employees, or contractors; and shall maintain such public liability, property damage, and employer's liability and compensation insurance as will protect Buyer and Buyer's customer from said risks and from any claims under any applicable worker compensation and occupational disease acts.
- 18. INDEMNIFICATION.** Seller agrees to indemnify, defend, and hold Buyer harmless from and against all losses, damages, liability, actions, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees and other expenses of litigation), suffered, incurred,

or asserted by or against Buyer (a) by reason of Seller's breach of a warranty, (b) by reason of Seller's breach of any term of this Purchase Order, or (c) by reason of personal injury, including death, or property damage sustained by a third party, resulting from or arising out of an act or omission of Seller, or Seller's agents, employees, or contractors in fulfillment of this Purchase Order.

19. GOVERNING LAW. This Purchase Order shall be governed by the laws of Kenya

20. "GOODS" AND "SERVICES". The term "goods" as used herein means any and all materials, parts, products, machines, tooling, test equipment, technical data, computer software, computer software documentation, and other tangible items or documentary information furnished or required to be furnished by Seller under this order. The term "services" means any and all technical assistance, support, maintenance, consultation, construction work, and other effort furnished or required to be furnished by Seller under this order other than labor furnished in connection with the production of goods.

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TRANSPORT & LOGISTICS TERMS AND CONDITIONS

Transporter Responsibility

KeenSell Ventures Ltd will be responsible for the following terms and conditions as follows:

- ✓ Service Provider will transport goods to all designated areas as provided by Client.
- ✓ Service Provider will be responsible for all fuel and maintenance of vehicles deployed for above transportation.
- ✓ Service Provider will maintain insurance of all vehicles being deployed under this contract and upon request will furnish proof of such insurance to Client.
- ✓ All transportation will commence within 24 hours of notification by Client or any personnel deemed qualified to deploy said transportation.
- ✓ Service Provider will properly secure and cover all goods being transported from any weather, road, or other hazardous conditions during contract.
- ✓ Service Provider will arrange for the security of all trucks on transit as well as work with local officials to secure the overall security of all trucks during transit.

Personnel

The transporter will provide as well as remain responsible for all personnel deemed necessary for the transport of goods. All personnel will have criminal and state backgrounds conducted and will provide adequate licensing to work in Kenya.

Client Responsibility

- ✓ Client will pay for any costs of transportation such as toll roads, turnpikes, or any unforeseen road fees.
- ✓ Full payment for all loads conducted will be subject [Payment. Terms].
- ✓ Client will be responsible for all goods prior to pick up and upon delivery of goods.
- ✓ Client will be responsible for providing a bill of lading detailing all items being provided for transport.
- ✓ Client will be responsible for inspecting goods upon delivery, prior to accepting delivery.

General Provisions

Any losses sustained during the transportation from point of loading to the final destination will be deducted against the transport invoice. In the event that of theft from a truck by armed men, or any other person with fire arms, the case will immediately be investigated in collaboration with local law enforcement.

The Service Provider will not be held responsible for such a loss arising from armed attack until investigation is complete and case is closed. This may be modified or extended by written agreement of both parties. In the event of a disagreement arising out of this contract, the parties agree to negotiate a settlement of this agreement, or failing to reach a settlement submit the Disagreement to mediation prior to any case filings.

Penalty Clause

Should delivery be delayed due to the Service Provider's own misconduct or gross negligence, Service Provider will be granted 48 hours to complete delivery. If the provider is unable to correct the issue within the allotted time the client will reserve the right to charge the transporter for the delay at the rate of \$20.00 per ton per day for each day the convoy/truck is delayed after 48 hours. Furthermore, Client will reserve the right to hire another Provider to complete delivery of any delayed shipments.

Termination of Agreement

Client reserves the right to terminate this contract at any point with prior written notification. In such termination. Except when the termination is due to a breach of this agreement by transporter, Client shall pay cost per ton up to the location of termination to Service Provider.

Force Majeure

Any delays happening in the instance of “Force Majeure” where one or both of the contracting individuals becomes unable to perform their obligations under the terms of this contract; then no party shall be held responsible for termination of contract. Client is then responsible for the calculation of payment at the rate per ton per kilometer up to the point where transportation was interrupted.