

PURCHASE ORDER TERMS AND CONDITIONS

1. APPLICATION OF CONDITIONS

These conditions shall:

- (a) Apply to and be incorporated in the purchase order ("**Purchase Order**");
 - (b) Be in substitution for any oral or other arrangements made between ATC Nigeria and the Supplier; and
 - (c) Prevail over any inconsistent terms or conditions contained in or referred to in the Supplier's quotation, acceptance, correspondence or elsewhere or implied by law, trade custom, practice or course of dealing. Notwithstanding the foregoing, in the event there is conflict between the terms and conditions in this Purchase Order and any subsequent agreement in writing between the parties, the subsequent agreement in writing shall prevail.
2. No addition to, variation of, exclusion or attempted exclusion of the Purchase Order or these conditions or any of them shall be binding on ATC Nigeria unless in writing and signed by a duly authorised representative of ATC Nigeria.

3. Where the Purchase Order is for more than one item, it shall (following acceptance by the Supplier) be regarded as a single Contract for all Goods or Services supplied pursuant to that Purchase Order.

2. EFFECT OF PURCHASE ORDER

1. The Company shall only be bound by an order if it is issued on the ATC's standard Purchase Order form and signed by a duly authorised representative of ATC Nigeria.

2. The Purchase Order constitutes an offer by ATC Nigeria to purchase the Goods or Services subject to these conditions. Accordingly, any acceptance of the Purchase Order by the Supplier shall establish a contract for the sale and purchase of that Goods or Services on these conditions. Any counter-offer made by the Supplier to supply the Goods or Services on other conditions shall only be validly accepted if such acceptance is in writing and signed by a duly authorized representative of ATC Nigeria.

3. The execution and return of the acknowledgement copy of the Purchase Order form by the Supplier, or the Supplier's execution, commencement of work or commencement of delivery pursuant to the Purchase Order constitutes acceptance of the Purchase Order on these conditions by the Supplier.

3. SUPPLIER'S WARRANTY

1. The Supplier warrants to the Company that:

- (a) The Goods or Services will conform to the quality, description and other particulars of the Goods or Services stated in the Purchase Order;
- (b) The Goods or Services will conform to all samples, drawings, descriptions and specifications provided to ATC Nigeria by the Supplier;
- (c) The Goods or Services will conform with all standards referred to on any part of the Goods or Services and in any product packaging and/or documentation in, with or in relation to which the Goods or Services is supplied;
- (d) The Goods or Services will be of satisfactory quality and fit for any intended uses expressly or impliedly made known to the Supplier, and will be free from all defects in materials, workmanship and installation for a period of 12 months from the date of delivery;
- (e) The Goods or Services will comply with all performance and other specifications stated in the Purchase Order, and all applicable legislation for the time being in force;
- (f) The Supplier will, provide to ATC Nigeria high quality user manuals and training and other documentation for the Goods without further charge in such form and quantities as ATC Nigeria may reasonably stipulate at any time before seven (7) days after delivery.

2. The Company's rights under the Terms and Conditions of this Purchase Order are in addition to the contract between the parties (the "**Contract**"), statutory terms implied in favor of ATC Nigeria by the Sale of Goods Act and any other statute.

3. The provisions in this condition 3 shall survive any delivery, inspection, acceptance, payment or performance pursuant to the Contract and shall extend to any replacement, repaired, substitute or remedial Goods or Services provided by the Supplier.

4. QUANTITIES

Unless ATC Nigeria has agreed otherwise in writing, the Supplier shall deliver the exact specified quantities of items comprised in the Goods or Services in accordance with the Purchase Order. Without affecting its other rights and remedies, ATC Nigeria reserves the right to reject incomplete deliveries and to return excess quantities at the Supplier's risk and expense.

5. INSPECTION AND TESTING OF GOODS OR SERVICES

1. The Supplier shall:

- (a) Carefully test and inspect the Goods or Services before delivery to ensure that it complies with the requirements of the Purchase Order; and
 - (b) if so requested by ATC Nigeria, give ATC Nigeria reasonable advance notice of such tests, which the Company shall be entitled to attend.
2. ATC Nigeria reserves the right to call for certificates or test certificates for the Goods or Services at any stage of manufacture or assembly. Such certificates shall clearly state the Company's order numbers and any item or Goods or Services numbers. If, as a result of any inspection or test, the Company finds that the Goods or Services or any items comprised within it do not comply with the Purchase Order, or are unlikely to comply with it on completion of manufacture, processing or performance, the Company may inform the Supplier, and the Supplier shall take such steps as are necessary to ensure compliance.

6. DELIVERY, INSTALLATION AND ACCEPTANCE OF GOODS OR SERVICES

1. The Supplier shall deliver the Goods or Services on the date specified in the Purchase Order. Time is of the essence as to the delivery of the Goods or Services. If any delivery specified in the Purchase Order cannot be met, ATC Nigeria may:

- (a) Cancel the Contract in whole or in part without incurring any liability to the Supplier;
- (b) Refuse to accept any subsequent delivery of items comprised in the Goods or Services which the Supplier attempts to make;
- (c) Purchase substitute items elsewhere; and
- (d) Hold the Supplier accountable for any loss and additional costs incurred.

2. The Goods shall be properly packed and secured in such manner as to enable it to reach its destination in good condition. No charge shall be made for wrapping, packing, cartons, boxes, crating or containers unless specified in the Purchase Order, and the Company shall not be responsible for returning any such materials.

3. The Goods or Services shall be delivered by the Supplier carriage free to the place of delivery specified in the Purchase Order, or as otherwise specified by ATC Nigeria by means of advice notes quoting the Company's order number. The Goods or Services shall be received at the place of delivery, subject to the Company's inspection and approval. Any Goods or Services which ATC Nigeria rejects as not conforming to the Purchase Order shall be returned at the Supplier's risk and expense.

4. Unless ATC Nigeria and the Supplier have, before or at the same time as the Purchase Order, agreed in writing additional conditions regarding preparation of or environmental requirements at the site at which the Goods or Services is to be installed, the Supplier acknowledges and agrees that the Goods or Services is suitable to be installed and used at the premises at which ATC Nigeria intends to use it and that there are no additional conditions regarding site preparation or environmental requirements.

5. ATC Nigeria shall not be deemed to have accepted the Goods or Services until it has had seven (7) days to inspect it after delivery. The Company may also reject the Goods or Services as though it had not been accepted for six (6) months after any latent defect in the Goods or Services has become apparent.

7. RISK AND PROPERTY

1. The Goods or Services shall be at the risk of the Supplier until delivery to the Company at the place of delivery specified in the Purchase Order, or as otherwise specified by ATC Nigeria in accordance with condition 6.3. The Supplier shall off-load the Goods or Services at its own risk as directed by the Company.

2. Ownership of the Goods or Services shall pass to the Company on completion of delivery (including off-loading) in accordance with the Purchase Order, except that if the Goods or Services is paid for before delivery ownership shall pass to ATC Nigeria once payment has been made. The passing of ownership in the Goods or Services is without prejudice to any right of rejection to which the Company may be entitled under the Contract or otherwise.

8. PRICES

All prices shall be as stated in the Purchase Order. All prices are fixed and are not subject to adjustment save as specifically provided in these conditions or the Purchase Order.

9. PAYMENT

1. Unless otherwise stated on the Purchase Order field, payment of invoices shall be made thirty days after receipt of invoice.

2. All invoices shall be addressed and forwarded to;

"Accounts Payable"

ATC Nigeria

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LAGOS, NIGERIA

Email:

Tel:

3. Without prejudice to any other right or remedy, ATC Nigeria reserves the right to set off any amount at any time owing to it by the Supplier against any amount payable by it to the Supplier under the Contract.

4. Suppliers are requested to submit monthly statements regularly.

5. All invoices must show a cash discount separately.

6. All invoices must bare VAT and TIN numbers for the supplying /invoicing Company, failure by the supplier/invoicing company to do so will result in non payment by the buyer until such numbers are provided.

7. All suppliers' invoices, delivery notes and correspondences should bear the buyers purchase order number.

10. INDEMNITY

The Supplier shall indemnify and hold ATC Nigeria harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, ATC Nigeria as a result or in connection with:

(a) any alleged or actual infringement of any third party's Intellectual Property Rights or other rights arising out of the use, manufacture or supply of the Goods or Services; or

(b) Defective workmanship, quality or materials in or in relation to the Goods or Services; or

(c) any claim made against ATC Nigeria in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any Company or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Supplier.

11. CONFIDENTIALITY AND THE COMPANY'S PROPERTY

1. The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by ATC Nigeria or its agents, and any other confidential information concerning ATC Nigeria business or its products which the Supplier may obtain. The Supplier shall restrict disclosure of such confidential material to such of its employees as need to know the same for the purpose of discharging the Supplier's obligations to ATC Nigeria.

2. All materials, Goods or Services, tools, copyright, rights in designs and any other Intellectual Property Rights in all drawings, specifications and data supplied by the ATC Nigeria to the Supplier shall at all times be and remain the exclusive property of

ATC Nigeria, and shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to ATC Nigeria, and shall not be disposed or used other than in accordance with

ATC Nigeria written instructions or authorisation. The Supplier shall return all copies of any such material to ATC Nigeria immediately on the ATC Nigeria's first written request.

3. This condition 11 shall survive the termination of the Contract, however arising.

12. TERMINATION

1. The Company may cancel the Contract for all or part only of the Goods or Services by giving written notice to the Supplier at any time before delivery, in which case the Company shall pay the Supplier fair and reasonable compensation for any work-in-progress at the time of termination provided that such compensation shall not include loss of anticipated profits or any consequential loss.

2. Without prejudice to any other rights or remedies to which the Company may be entitled, ATC Nigeria may terminate the Contract without liability to the Supplier if the Supplier:

(a) commits a breach of any provision of this Agreement that is not capable of remedy;

(b) Commits a breach of any provision of this Agreement and fails to rectify the same within 14 (fourteen) days after receipt of written notice requiring it to do so;

(c) is involved in serious and repeated breaches of ATC Nigeria safety regulations;

(d) commits a breach of any provisions of this Agreement and such breach is not capable of remedy;

(e) becomes insolvent or applies to a court to be adjudged bankrupt or applies for a voluntary winding up or makes any arrangements with its creditors or if a bankruptcy, receivership, liquidation or any nature of winding up proceedings are Instituted against it;

(f) If the Supplier's licenses and permits are withdrawn, cancelled or not renewed.

(g) Breaches any of the safety polices/ standards

3. Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly or implicitly stated to survive termination.

13. REMEDIES

If any Goods or Services is not supplied in accordance with, or the Supplier fails to comply with, any terms of the Contract, ATC Nigeria may (without prejudice to any other right or remedy) exercise any one or more of the following rights or remedies, whether or not any part of the Goods or Services has been accepted by ATC Nigeria:

(a) Rescind the Order; or

(b) reject the Goods or Services (in whole or in part) and return it to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods or Services so returned shall be paid immediately by the Supplier; or

(c) at the Company's option, require the Supplier, at the Supplier's expense, either to remedy any defect in the Goods or Services and carry out such other work as is necessary to ensure that the Goods or Services is in all respects in

accordance with the Purchase Order or to supply replacement Goods or Services, provided that if the Supplier refuses to remedy the defect in the Goods or Services or to supply replacement Goods or Services within 15 days of receiving

such a request, the Company may purchase replacement Goods or Services from another source and the Supplier shall reimburse the Company for all costs and expenses reasonably incurred in doing so; or

(d) refuse to accept any further deliveries of the Goods or Services, without liability to the Supplier; and

(e) in any case, to claim such damages as it may have sustained in connection with the Supplier's breach of the Contract not otherwise covered by this condition.

14. FORCE MAJEURE

The Company may defer the date of delivery or payment, or cancel the Contract or reduce the amount of Goods or Services ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its

reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion,

malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

15. WAIVER

1. A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.
2. Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
3. Any waiver by the Company of any breach of, or any default under, any provision of the Purchase Order by the Supplier shall not be deemed as a waiver of any subsequent breach or default and shall in no way affect the other terms under the Order.
4. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

16. SEVERABILITY

If any term or provision of the Purchase Order is held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part thereof shall, to that extent, be deemed not to form part of this agreement but the enforceability of the remainder of the agreement shall be not affected.

17. ASSIGNMENT

The Supplier shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

The Company may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

18. THIRD PARTY RIGHTS

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.

19. NOTICES

Any notice required to be given under the Contract shall be in writing and shall be delivered by hand or sent by post or recorded delivery post to the other party at its address set out in the Contract (or such other address as may have been notified by that party for such purposes), or sent by fax to the other party's fax number as set out in the Contract. A notice delivered by hand shall be deemed to have been received when delivered (or, if delivery is not in business hours, at 9.00 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).

20. GOVERNING LAW AND JURISDICTION

It is understood and agreed that the Purchase order shall be read, construed and performed according to the relevant laws of Nigeria.

21. ANTI-BRIBERY PROVISION

It is understood and agreed that the Purchase order shall be read, construed and performed according to the relevant laws of Nigeria. Every Supplier shall at all times ensure compliance with the following:

- a. Supplier and any of its directors, officers, employees, subcontractors, affiliates and/or agents shall in relation to the supply of any goods or performance of any services to ATC Nigeria, not offer to give any person or entity any gift or consideration of any kind as an inducement or reward for doing or not doing or having done any act in relation to the obtaining or execution of any agreement with ATC Nigeria or for showing or not showing favor or disfavor to any person relating to any other agreement between parties
- b. Supplier shall not (and shall procure that its directors, officers, employees, subcontractors, affiliates and/or agents shall not):
- i. Engage in any actions that constitutes bribery and/or corruption of public officials as described in the Anti Corruption Act (Laws of Nigeria), 2009 and/ or other relevant legislation;
- ii. Engage in any actions that are, or could be seen to be, bribery of foreign public officials as described in the OECD convention on combating bribery of foreign public official in international business transactions, the Foreign Corrupt practices Act of the United States of America or other similar laws which are or may become applicable during the term of any agreement with ATC Nigeria.
- c. Supplier shall (and shall ensure its directors, officers, employees, subcontractors, affiliates and or agents shall) comply with all applicable laws and regulations of Nigeria prohibiting bribery and corruption.

22. SAFETY (FOR SERVICE ORDERS)

The supplier warrants that they have read, understood and accepted the Company's health and safety policy together with all the rules and regulations contained therein.