

SALES AND DELIVERY CONDITIONS FOR DELIVERIES FROM ALLER AQUA ZAMBIA LIMITED



Registered address:
Plot 6981 Mukwa Road,
Lusaka, Zambia

These Sales and Delivery Conditions (the "**Terms**") shall apply to all purchase agreements, between Aller Aqua Zambia Limited ("**AAZ**") and its customer (the "**Customer**"). The Customer and AAZ may only deviate from the Terms by agreeing in writing. AAZ may amend the Terms at its sole discretion. These Terms together with any agreement, offer or delivery document setting out the specific terms of purchase, will constitute the entire agreement between AAZ and the Customer.

1. Price

- a. All prices for products are excl. VAT and other taxes and levies, which the Customer must pay in addition to the price. AAZ may increase stated, offered or agreed prices based on trends in the market. If AAZ is subject to new or increased taxes, levies or the like, the price for the products will be increased accordingly.
- b. For export orders requiring certification/documentation, AAZ will charge the Customer an administrative fee.

2. Payment, interest and ownership conditions

- a. All invoice amounts must be paid by the Customer ultimately 2 days prior to collection of the products at AAZ's factory in Siavonga, unless otherwise agreed in writing. All accrued interest shall fall due payable immediately.
- b. If payment is made after the due payable date, the amount outstanding shall be subject to interest at a rate of 0.5% per month. The interest shall be added monthly at the end of each month.
- c. All payments shall be applied to settle the oldest part of the debt, unless otherwise determined by AAZ. The Customer cannot set-off or counterclaim to set-off any amounts due.
- d. If there is an outstanding amount due payable, AAZ shall be entitled to halt all deliveries to the Customer and obligations under other agreements until the Customer has paid all outstanding amounts, and to demand reimbursement of any associated losses. If Customer cancels the purchase of products, AAZ may further demand compensation for the losses associated with this cancellation.
- e. Ownership of the products shall transfer from AAZ to the Customer upon the earlier of (i) payment of cleared funds in the AAZ's account or (ii) delivery of the products being completed in accordance with these Terms.
- f. AAZ will be entitled to demand from the Customer, at AAZ's cost, security to its satisfaction in the form of a bank guarantee, a performance bond, or such other security as AAZ may deem fit as a suspensive condition (in AAZ's favour) of any agreement between it and the Customer.
- g. AAZ will be entitled to set-off any amount(s) owing by it to the Customer against amount(s) owing by the Customer to AAZ.

3. Delivery and amounts

- a. Delivery shall be made EX WORKS from AAZ's factory in Siavonga (Incoterms 2020), unless otherwise agreed or stated in AAZ's order confirmation. AAZ shall be entitled to deliver an over or under amount of +/- 10% of the agreed amount. The purchase price shall be adjusted proportionally in such case.
- b. AAZ shall be entitled to change the specifications for its products at any time.
- c. If Customer does not accept the products on delivery, AAZ may store the products at a location of its choice and AAZ may request Customer to reimburse AAZ for any related storage cost and expense. The Customer shall remain liable for payment of the products and AAZ shall be entitled to take immediate arrangements to resell the products to a third

party at any time. If Customer rejected the products without valid reason, Customer will reimburse and compensate AAZ for any shortfall in price received for the Products as agreed with Customer, and related costs and expenses in relation to the storage and resale of the Products.

4. Delays

- a. The Customer shall send written orders for products to AAZ which will be confirmed in writing by AAZ no later than 10 days after receipt of the order. Although delivery dates are indicative and approximative only, AAZ will strive to deliver the products no later than 30 days after receipt of an order, unless AAZ has made certain reservations in that respect, or if special circumstances require a longer delivery time, e.g., long transportation time.
- b. Unless otherwise agreed in writing, any extension of an agreed time of delivery by 10 days will in any respect be regarded as punctual delivery to the effect that the Customer may not exercise any remedies towards AAZ on account thereof. AAZ shall inform the Customer of any changes in the time of delivery without delay.

5. Force majeure

- a. Customer expressly absolves AAZ from any liability for any loss or damage resulting from failure to deliver or delivery delays caused by any conditions related to, or caused by, failure to (accurately) process time-sensitive information, labor dispute, fire, flood, governmental act or regulation, riot, inability to obtain supplies or shipping space, plant breakdown, power failure, delay or interruption of carriers, accidents, acts of God or other causes beyond AAZ's reasonable control.

6. Inspection and complaints

- a. The Customer shall carefully inspect the products immediately upon delivery at Customer's site. Any missing amounts or defects discovered during such inspection must be notified to AAZ within 48 hours from delivery, failing which Customer will be precluded from claiming for deficiency against AAZ.
- b. AAZ will be allowed a reasonable amount of time from the notice of deficiency being given by the Customer to inspect the products, but no longer than 15 days. If AAZ does not do so, it shall be deemed to accept the Customer's finding as to the defect.
- c. If the Customer's complaint pertains to quality of feed and the parties fail to agree on the quality of the feed, a sample will be drawn in accordance with AAZ's standards. Such sample will be sealed and will bear on the label all relevant information required for analysis. All analyses will be done by an independent analyst/surveyor agreed to by the parties. The results so determined will be final and binding upon the parties absent fraud or manifest error. All costs of sampling and analyses will be borne by the defaulting party.

7. Defects, claims, liability and indemnity

- a. In the event of material defects (including insufficient amounts) notified to AAZ in accordance with clause 5, AAZ shall, at its sole discretion, either replace the defect

products, deliver the missing products in a subsequent delivery, or grant a proportional discount. The Customer can claim no other rights deriving from any product defects than those listed above.

- b. The foregoing provisions notwithstanding, AAZ's potential liability arising from these Terms or the agreement between the parties, shall not exceed an amount equal to the price paid for the products as stated in the relevant invoice.
- c. AAZ will not be liable for any revenue or income loss, loss of profit or expected profit, negative impact on goodwill, direct or indirect or consequential loss or damage of whatever nature and for any reputational damage.
- d. Customer acknowledges that individual results from the use of AAZ products may vary due to management, environmental, genetic, health and sanitation differences and AAZ cannot guarantee individual results. Customer cannot bring a claim to AAZ in connection with AAZ products after nine (9) months of becoming aware of circumstances that give rise for a claim or should reasonably become aware of such circumstances. Any claims relating to the performance of the products will only be refunded after Customer lodges a written complaint together with supporting evidence of the non-performance of the product and an investigation is carried out and concluded in line with AAZ's protocols.
- e. If AAZ has manufactured products in accordance with the Customer's instructions or recipe wholly or in part, AAZ shall not be liable for any damages or losses wholly or partly attributable to the instructions or recipe. This shall apply even if AAZ perceived or should have perceived that the instructions or recipe could or would have resulted in damage or loss.
- f. In the event the product information provided by AAZ to Customer is encumbered by error, the Customer cannot hold AAZ liable or claim any other rights deriving from such defects (including demands for proportional discount or cancellation).
- g. If Customer imports products to another country than Zambia, Customer is responsible for and will ensure that the products comply with the local specific standards and legal requirements respectively standards in effect in that country. Customer indemnifies AAZ against any and all liabilities, costs including expenses it incurs because of the Customer's non-compliance with this clause.
- h. Without prejudice to any of the rights of AAZ at law or in terms of any other provision of the agreement, Customer indemnifies AAZ against (i) all actual or contingent losses, liabilities, damages, costs (including legal costs) and expenses of any nature whatsoever, which AAZ may suffer or incur as a result of or in connection with any breach of this agreement by the Customer, and (ii) any claims of whatsoever nature from third parties in connection with any onward supply or processing of the products by the Customer.

8. Partial invalidity

Should any provision of these sales and delivery conditions be or become wholly or partly invalid as a result of indispensable rules of law or for any other reason, such invalidity shall not affect the other parts of these sales and delivery conditions.

9. Choice of law and venue

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Registered address:
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Lusaka, Zambia

These Terms and the agreement between AAZ and the Customer shall be subject to Zambian law. Any and all disputes that may arise from or in connection with the Terms or the agreement between AAZ and the Customer, shall be resolved by amicable resolution and in the event that is not successful, by litigation in the Zambian Courts of law. The application of the United Nations Convention on Contracts for the International Sale of Goods, signed in Vienna on 11 April 1980, is excluded.

10. Trade sanctions and Anti Bribery

- a. Customer represents and warrants that neither it nor any person or entity that owns or controls it is a designated target of economic trade sanctions promulgated by the U.S., E.U., U.N., Zambia or the country of origin of the goods ("Sanction Laws"). The Customer undertakes (i) that the Customer and its agents and representatives will fully comply with all applicable Sanction Laws in their performance hereunder; and (ii) that the products will not be resold to, disposed of by or transported on a vessel, or with any carrier, owned, controlled, flagged or chartered by any country, person or entity that would cause AAZ, or any US or EU parent company of AAZ, to be in contravention of applicable Sanction Laws. The Customer agrees to cooperate with AAZ's reasonable requests for information or documentation to verify compliance with this clause.
- b. The Customer will not, in connection with any activities under or related to the performance of an agreement, directly or indirectly: (a) violate any applicable law prohibiting or penalizing bribery or corruption including in particular the US Foreign Corrupt Practices Act, or (b) offer, pay, promise to pay, give, or authorize to pay or give anything of value (including money) to any Government Official (as defined below), private person (non-government), official of a political party, candidate for political office, or a political party to influence any act or decision of this person in their official capacity, induce this person to do or not do any act in violation of their lawful duty, or to secure any other improper advantage. "Government Official" means (i) an officer or employee of the government, including any department, agency, or other entity owned or controlled by the government, or (ii) an officer or employee of a public international organization (for example the World Bank or International Monetary Fund); or (iii) any person acting in an official capacity for or on behalf of any of the above.
- c. Subject to reasonable security and confidentiality procedures, AAZ or any third party retained by AAZ, may at any time upon prior reasonable notice to the Buyer, during normal business hours, review and audit the books, records and accounts of the Customer to the extent that such books, records and accounts pertain to the commitments from the Customer under an agreement and AAZ's products. The Customer shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of each agreement.