

**VENDOR AGREEMENT/TERMS AND CONDITION****DEFINITION AND INTERPRETATION**

1. "Buyer" means Kenyon International West Africa Company Limited
2. "Delivery date" means the date of delivery of goods or performance of services as specified in the Purchase Order.
3. "Delivery Point]" means the location identified by the buyer in the Purchase Order to which the supplier is to deliver goods and or perform the services or such other delivery point or area specified in writing by the buyer.
4. "Goods" means the goods that are required to be delivered by the supplier and includes all materials, component parts, packaging and labeling of such goods.
5. "Purchase Order" means the purchase order between buyer and supplier for the purchase and sale of goods and/or services to which these standard purchase terms are attached or are incorporated by reference.
6. "Service" means any service to be rendered by supplier to buyer pursuant to the Purchase Order.
7. "Supplier" means the party indicated on the purchase order contracting with the buyer for the purchase and sale of goods or services.

TERMS AND CONDITION**A. TERMS OF PAYMENT**

1. Payment shall be made within 45days after delivery of goods/services and receipt of undisputed invoices.
2. All invoices shall be addressed to the Accountant.

B. TERMS OF DELIVERY

1. All goods must be delivered during normal business hour
2. Unless otherwise specified in the Purchase Order all deliveries shall be made carriage/packaging free and free from any cost(s) or lien.

C. INSPECTION/ACCEPTANCE

1. All goods must be delivered at the place and or before the date designated on the Purchase Order and on time.
2. Supplier must immediately notify buyer if supplier is likely to be unable to meet a delivery date.



- Title and risk of loss or damage shall pass to the buyer upon receipt of the goods at the delivery point unless otherwise agreed by buyer in writing. Buyer is not under any obligation to obtain insurance while goods are in transit from supplier to delivery point.
- Upon delivery, buyer shall inspect goods supplied to ascertain whether they are in conformity with the terms and conditions of the Purchase Order and shall either reject or accept them.
- All goods accepted shall be receipted.
- Buyers reserves the right to reject all goods delivered in excess of the quantity ordered or damage/defective/substandard or not in conformity with the terms and conditions of this Purchase Order.
- Buyer reserves the right to return rejected goods to supplier at supplier's expense and risk of loss.

D. TAXES

Withholding tax and VAT shall be deducted by the buyer where applicable and paid to the relevant Government Agency.

E. WARRANTY**1. GOODS WARRANTY;**

The supplier undertakes and warrants to buyer to supply only goods that are merchantable in quality, fit for the purpose intended, unless otherwise agreed by the buyer new, free from defects in design/material and workmanship, free from any liens or encumbrance, in conformity with samples provided to buyer, compliant with all Local, State or Federal Laws/Acts.

2. SERVICE WARRANTY

Supplier shall in the performance/provision of its services to the buyer maintain all reasonable degree of professionalism/skill expected of a professional.

F. INDEMNITY

- The supplier hereby indemnifies the buyer against unprofessional services and undertakes to replace any good supplied:
 - Not of merchantable quality
 - Not fit for its purpose
 - Defective
- Where the supplier refuses to replace such not merchantable not fit for its purpose or defective goods, the buyer may deduct it from the payment.

G. CONFIDENTIALITY



KENYON INTERNATIONAL WEST AFRICA CO. LTD.

This Purchase Order and any other information relating to it that may have gotten by the supplier in the process of this transaction are all confidential properties of the buyer and thus the supplier shall keep all in confidence and guard them with all due diligence and shall not disclose them to any third party without the prior written consent of the buyer.

H. ASSIGNMENT

The supplier shall not assign this purchase order or any part of it to a third party without the prior written consent of the buyer.

I. FINAL AGREEMENT

This purchase order is the final and entire agreement between the buyer and the supplier and supersedes all prior negotiations, representations, or agreements relating to this purchase order whether oral or written. Thus, no amendment to this Purchase Order shall be operational except in writing and signed by both parties.

I, _____ do hereby understand and agree to the above terms and conditions.

Company name: _____

Signature: _____

Date: _____

