

TERMS AND CONDITION OF THE COPY CAT LIMITED PURCHASE ORDER

1.0 GENERAL

The Goods and/or services covered by the Copy Cat Purchase Order (“PO”) and/or other agreement which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the “Agreement”.

2.0 QUALITY

The Goods shall be of sound materials and workmanship and conform as to quantity, quality and description with the detail stated in the Order and/or Specification. Goods shall comply with all relevant statutory industry standards and any rules applicable to the premises where the Goods are to be delivered.

3.0 PRICE AND PAYMENT

3.1. Copy Cat shall be under no obligation to pay a price higher than the price agreed with the SUPPLIER before the date of shipment. In the absence of express agreement as to price, The Copy Cat shall pay to the SUPPLIER the price last offered by the SUPPLIER to The Copy Cat for identical goods, materials or services.

3.2 Copy Cat will pay Supplier, upon submission of acceptable invoices, for Goods and Services rendered and accepted. All invoices must be itemized and reference the Agreement or PO number. Copy Cat will not pay cartage, shipping, packaging or boxing expenses, unless specified in the Agreement. Invoices must be accompanied by shipping documents or photocopies of such, if transportation is payable and charged as a separate item.

3.3. Taxes and Duties: All taxes, fees and duties assessed against supplier in connection with the Purchase Order by national or local authorities having jurisdiction over SUPPLIER at its place of business and at place of execution of the Purchase Order shall be for Supplier’s account.

3.4. Withholding Tax: In the event that any payment to be made in respect of any invoice issued by Supplier pursuant to a Purchase Order is subject by law to any withholding tax, Copy Cat shall make payment to Supplier of the amount owing, less a deduction for such withholding tax and shall account other relevant tax authority for the appropriate withholding tax. Payment of such net sum to Supplier and to the relevant tax authority of the said withholding tax shall, for the purposes of this Agreement, constitute full settlement of the sums owing under the relevant Purchase Order. Copy Cat hereby agrees that it will, upon written request from Supplier and at Supplier’s expense, furnish any necessary evidence that may reasonably be required of the payment of the said withholding tax.

4.0 INSPECTION

Supplier shall be responsible for ensuring that all inspections and testing of the GOODS are properly and adequately performed and Certificate of Conformity provided (COC).

5.0 DELIVERY TERM

Delivery term shall be governed and construed in accordance with the provisions of “INCOTERMS” agreed upon.

6.0 DELIVERY TIME

Time is of the essence in The Copycat group. The time stipulated for delivery of GOODS shall be strictly adhered to. If the SUPPLIER is faced with a circumstance that they cannot deliver the GOODS on time, SUPPLIER shall inform Copy Cat in writing immediately. Failure to deliver on the date specified or subsequently agreed shall entitle Copy Cat to **reject the goods not delivered or services not rendered**.

7.0 TERMINATION & PENALTY

If all or parts of the goods or services are not delivered within the time period specified in the PO, liquidated damages shall be equivalent to two point five percent (2.5%) of the total price of the PO for each week of delay until actual delivery, up to a maximum deduction of ten percent (10%) of the total PO amount.

In all cases, if the delay is greater than five (5) weeks, TCCL may unilaterally terminate the PO without liability.

8.0 WARRANTIES

Supplier expressly warrants all (i) goods delivered under this Purchase Order to be free from defects in material and workmanship and to be of the quality, size and dimensions ordered and (ii) work performed under this Purchase Order to be in conformity with all plans, specifications and other data incorporated as part of this Purchase Order. Notwithstanding any limitation of warranty, Supplier further represents and warrants that the supply, quality and fitness for the purpose of the goods or services will not be impaired, disrupted or interrupted in whole or in part by the occurrence of any leap year. These express warranties shall not be waived by reason of acceptance or payment by the Buyer.

9.0 CONFIDENTIALITY

Supplier will use its best efforts to keep confidential any information provided by Copy Cat and marked "Confidential Information," or any oral information conveyed to Supplier by Copy Cat and followed by a written communication that the information is Confidential Information.

10.0 FORCE MAJEURE

Neither party will be liable for delays due to causes beyond the party's control (including, but not restricted to, earthquakes, fires, floods, epidemics, quarantine restrictions, and unusually severe weather).

11.0 NO THIRD - PARTY RIGHTS

Nothing in this Agreement is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

12.0 NOTICES

A party to the Agreement must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other party's representative at the address specified by such party.

13.0 CHANGE

The Copy Cat reserves the right at any time to make changes in the PURCHASE ORDER or any part thereof. SUPPLIER shall promptly notify Copy Cat in the event that any GOODS subject of the PURCHASE ORDER are affected by changes in drawings, specifications or design, but SUPPLIER shall not without prior written consent of The Copy Cat incorporate any such changes in the order

14.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Kenya and the parties hereby submit to the exclusive jurisdiction of the Kenyan courts.

15.0 SPECIAL CONDITIONS

Where special conditions are stated in the PURCHASE ORDER, those conditions shall apply equally with the general terms and conditions shown herein except that where there is any inconsistency between the general and special conditions, the special conditions shall apply.

16.0 ACCEPTANCE

In the case of GOODS delivered by SUPPLIER not conforming with the PURCHASE ORDER whether by reason of not being of the quality or in the quantity or measurement stipulated or being unfit for the purpose for which they are required, The Copy Cat shall have the right to reject such GOODS within a reasonable time of their delivery

17.0 DOCUMENTS

The Supplier shall enclose a packing note with the Goods and the Order number shall be endorsed on all packages.

