



PURCHASE ORDER TERMS AND CONDITIONS

1. DEFINITIONS

1.1. The following definitions and rules of interpretation apply in these Conditions:

“Affiliate” means with respect to Evercare Group, any firm, corporation, partnership, association, or other entity, which is directly or indirectly controlled by, or is under common control with Evercare Group. For the purposes hereof, the term "control" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of any such entity or the power to veto major policy decisions by voting securities or by contract.

“Agreement” means the contract between the Purchaser for the sale and purchase of the Goods and/or the performance of the Services in accordance with the Purchase Order, the Agreement, and these Conditions.

“Applicable Laws” means all applicable laws, statutes, regulations, and codes from time to time in force.

“Price” means the charges, fees, and any other sums payable by the Purchaser to the Supplier for the supply of the Goods and/or the performance of the Services as set out in the Purchase Order and/or the Agreement.

“Conditions” means the Evercare Group Purchase Order Terms and Conditions set out in this document.

“Deliverables” means the work, product and other output of the Services required to be delivered by the Supplier as part of the Services, and as specified in the Purchase Order and/or the Agreement.

“Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual

property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world. “Intellectual Property” shall be construed accordingly.

“Goods” means the drugs, products, equipment, machinery, and/or other materials (or any part of them) that the Supplier is required to supply to the Purchaser under the Purchase Order and/or the Agreement.

“Parties” means the Purchaser and the Supplier, and “Party” means any one of them.

“Purchaser” means the Evercare Group and/or its Affiliates as applicable.

“Purchaser Materials” means any and all Evercare Group information, content, data, and documents provided by the Purchaser to the Supplier (whether in hard copy or in an electronic format) in the course of the supply of the Goods and/or Services.

“Purchase Order” means a written document issued by the Purchaser to the Supplier to place an order for the purchase of Goods and/or for the performance of Services.

“Services” means the work to be performed by a Supplier in compliance with the Specifications set out in the Purchase Order and/or the Agreement.

“Specification” means the document and/or standard that prescribes the requirement with which Goods or Services has to conform.

“Supplier” means the person, or company supplying the Goods and/or the Services as incorporated in the Purchase Order and/or the Agreement.

2. GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SUPPLY OF GOODS AND SERVICES

2.1. General

2.1.1. By acknowledging receipt and accepting the Purchase Order placed by the Purchaser, the Supplier acknowledged having read and accepted the Conditions. In the absence of this

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acknowledgement of receipt and acceptance, the process of the Purchase Order by the Supplier will be automatically considered to be an implicit acceptance of the Conditions by the Supplier.

- 2.1.2. The Purchaser reserves the right to amend the Conditions at any time. Any amendments to the Conditions will not affect orders which have been accepted by the Supplier prior to the said amendment(s) to the Conditions.
- 2.1.3. If there is any conflict or inconsistency between the documents forming the Agreement, the documents shall have priority in the following order:
- (i) the Purchase Order;
 - (ii) the Agreement; and
 - (iii) these Conditions

2.2. Orders

- 2.2.1. The Purchaser may submit orders to the Supplier for Goods and/or Services at any time by issuing a Purchase Order.
- 2.2.2. Each order shall be given in writing or, if given orally, shall be confirmed by the Purchaser in writing.
- 2.2.3. The Supplier shall supply Goods and/or the Services in accordance with the Purchase Order the Agreement, and these Conditions.
- 2.2.4. The Purchaser may amend or cancel an order in whole or in part at any time before delivery by giving the Supplier written notice.

2.3. Payment Terms

- 2.3.1. The Price shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and/or performance of the Services and shall be invoiced at the intervals set out in the Purchase Order. Each invoice shall include such supporting information required by the Purchaser to verify the accuracy of the invoice and comply with the invoicing requirements in the Purchase Order.
- 2.3.2. The Purchaser shall pay undisputed invoices within 60 business days of receipt of the invoice or within the timeline agreed in writing by the Parties. If the Purchaser disputes any element of an invoice issued by the Supplier, the Supplier shall issue a credit note for that invoice and raise a revised invoice for the undisputed element. The Purchaser shall pay the revised invoice in

accordance with the terms set out in Clause 2.3 **Error! Reference source not found..**

- 2.3.3. Payment shall be made to the bank account nominated in writing by the Supplier.
- 2.3.4. The Price is inclusive of: (i) value added tax, sales tax, or any other local applicable equivalent taxes; and (ii) the costs of packaging, insurance, and carriage of the Goods as applicable.
- 2.3.5. The Purchaser may at any time set off any liability of the Supplier to the Purchaser against any liability of the Purchaser to the Supplier. If the liabilities to be set off are expressed in different currencies, the Purchaser may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Purchaser of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Agreement or Applicable laws.

2.4. Supplier Undertakings

- 2.4.1. The Supplier represents, warrants, and undertakes to:
- (i) ensure that the Goods and/or the Services conform with all descriptions and Specifications set out in the Purchase Order and are fit for any purpose made known by the Purchaser;
 - (ii) obtain and at all times maintain all necessary licences and consents to provide the Goods, and/or the Services and comply with all Applicable Laws;
 - (iii) maintain in force the insurance policies, as required by the Applicable Laws and good industry practice, with reputable insurance companies. Upon the Purchaser's reasonable request, the Supplier shall provide the Purchaser with copies of the insurance policy certificates and details of the cover provided; and
- 2.4.2. observe all Evercare Group Policies, health and safety rules and regulations and any other security requirements which are notified to it by Evercare Group or its Affiliates.

2.5. Intellectual Property

- 2.5.1. The Supplier and its licensors shall retain ownership of all Supplier Intellectual Property Rights. The Purchaser shall retain ownership of all its Intellectual Property Rights, including the one contained in the Purchaser's Materials.

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2.5.2. The Supplier grants the Purchaser or shall procure the direct grant to the Purchaser of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and modify the Supplier Intellectual Property Rights for the purpose of receiving and using the Services. The Supplier may sublicense the rights granted pursuant to this clause 2.5.2 to the Purchaser.

2.6. Personal Data Protection

2.6.1. The Purchaser and the Supplier agree to comply with all applicable data protection laws and regulations.

2.6.2. The Supplier shall ensure that it has all necessary and appropriate consents and notices in place to enable lawful collection, use, disclosure, processing, and transfer of personal data for the duration of the business relationship and the purpose of collecting and/or processing personal data in accordance with all applicable data protection and privacy laws and regulations.

2.6.3. By providing the Purchaser with personal data, the Supplier undertakes to obtain prior consent from the relevant data subjects for the processing of their personal data by the Purchaser.

2.7. Purchaser Rights and Remedies

2.7.1. If the Supplier fails to comply with the terms of and deliver the Goods and/or perform the Services in accordance with the Purchase Order, the Agreement, or these Conditions, the Purchaser shall, without limiting its other rights and remedies:

- (i) reject the Goods and/or the Services (in whole or part) as not being in conformity with the Purchase Order, the Agreement, or these Conditions, and to return them to the Supplier, at the Supplier's own risk and expense. In which event the Purchaser may cancel the Purchase Order (in case the Goods are not yet be delivered), and/or terminate the Agreement for irremediable, material breach on the part of the Supplier and the Supplier shall immediately refund to the Purchaser all sums previously paid to the Supplier in full;
- (ii) require the Supplier to repair or replace the rejected Goods and/or Deliverables, re-perform the affected Services, or to provide a full refund

of the Price of the rejected Goods, Services and/or Deliverables (if paid) in full;

- (iii) accept the Goods, Services, and/or Deliverables subject to a reduction in the Price, such reduction to be reasonable when taking into account the circumstances. If the Parties cannot agree a reduction within 10 business days of the Purchaser's notice, the Purchaser shall be entitled to reject the Goods, Services, and/or Deliverables; or

- (iv) to arrange for a third party to supply the affected Goods, Services and/or Deliverables and recover from the Supplier any costs incurred by the Purchaser in obtaining those substitute goods and/or services;

- (v) where Evercare Group and/or its Affiliate has paid in advance for Goods which have not been delivered by the Supplier, or Services that have not been provided by the Supplier, to have such sums refunded by the Supplier in full; and

- (vi) claim damages for any additional costs, loss or expenses incurred by the Purchaser which are in any way attributable to the Supplier's failure.

2.7.2. The Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

2.7.3. The Purchaser's rights under this Agreement are in addition to its rights and remedies implied by Applicable Laws.

2.8. Indemnity

2.8.1. The Supplier shall keep the Purchaser indemnified against all liabilities, costs, expenses, damages, and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs suffered or incurred by the Purchaser as a result of or in connection with:

- (i) any claim made against the Purchaser for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the supply or use of the Goods and/or the Services;
- (ii) any claim made against the Purchaser by a third party arising out of or in connection with the supply of the Goods and/or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in

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performance of the Agreement by the Supplier, its employees, agents, or subcontractors; and

- (iii) any claim made against the Purchaser by a third party for death, personal injury or damage to property arising out of or in connection with defects in the Goods and/or Services, to the extent that such defects are attributable to the acts or omissions of the Supplier, its employees, agents, or subcontractors.

2.9. Termination

- 2.9.1. Without affecting any other right or remedy available to it, the Purchaser may cancel any outstanding orders and deliveries, Deliverables and/or terminate the Agreement with immediate effect by giving written notice to the Supplier if the Supplier:

- (i) commits a breach of Clause 2.10.1;
- (ii) commits a material breach of any other term of the Agreement which breach is irremediable or, if such breach is remedial, fails to remedy that breach within a period of 14 calendar days after being notified to do so;
- (iii) takes any step or action in connection with its entering administration, liquidation or any arrangement with its creditors or is wound up or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or there is a change of control of the Supplier.

2.10. Miscellaneous

- 2.10.1. **Compliance with relevant laws and policies.** The Supplier shall comply with all the Evercare Group internal policies and Applicable Laws including without limitation anti-bribery, anti-corruption, anti-money laundering laws, embargoes and economic sanctions, competition law, environment, transport and customs, data security, human rights regulations including anti-slavery, child labour, human trafficking laws-, and procure the same from its agents, distributors, suppliers, and subcontractors. The Supplier acknowledges the Evercare Group Supplier's Code of Conduct, as amended from time to time and accessible on the website.
- 2.10.2. **Force Majeure.** Neither Party shall be in breach of the Purchase Order, Agreement and/or these Conditions nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure result from events, circumstances

which could not be reasonably foreseen by that Party on the date the Purchase Order was formed, and which cannot be avoided or overcome at a reasonable additional cost beyond its reasonable control. The affected Party shall notify the other party in writing as soon as reasonably practicable but no later than 3 business days from the start of the event, circumstance, or cause if it's likely or potential duration, the effect on its ability to supply the Goods and/or perform the Services and shall use all reasonable endeavours to mitigate the effect of the event, circumstance, or cause on the performance of its obligations.

- 2.10.3. **Assignment.** The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement.

- 2.10.4. **Confidentiality.** Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customer, clients or suppliers or the other party or of any member of the group of companies to which the other Party belongs, except that each Party may disclose the other Party's confidential information: (i) to its employees who need to know such information for the purposes carrying out its rights or obligations under the Agreement. Each Party shall ensure that its employees to whom it discloses the other Party's confidential information comply with this Clause 2.10.4; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 2.10.5. **Variation and Waiver.** No variation of the Purchase Order and/or the Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives). No failure or delay by a Party to exercise any right or remedy provided under the Purchase Order and/or the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 2.10.6. **Severance.** If any provision or part-provision of the Purchase Order, the Agreement and/or these

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Conditions is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Purchase Order, the Agreement and/or these Conditions.

2.10.7. **Notices.** A notice given to a Party under or in connection with the Purchase Order and/or the Agreement shall be in writing and delivered by email, hand or by pre-paid post to the Party at the address provided in writing by the other Party. Any notice shall be deemed to have been received: (i) if delivered by email, at the time shown in a delivery confirmation report generated by the sender's email system which indicates that delivery of the email to the recipient's email address has been completed(ii) if delivered by hand, on signature of a delivery receipt; or (ii) if sent by pre-paid post at the time recorded by the delivery service. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

2.10.8. **Third Party Rights.** The Purchase Order, the Agreement and/or these Conditions does not give rise to any rights to any third party who is not a party to such Purchase Order, Agreement and/or Conditions.

2.10.9. **Governing Law.** Any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Purchase Order, the Agreement and/or this Conditions shall be governed by and construed in accordance with the law of the Federal Republic of Nigeria unless otherwise decided by the Parties in writing.

2.10.10. **Jurisdiction.** Unless otherwise decided in writing by the Parties, the Parties shall use reasonable endeavours to resolve any dispute amicably within a period of 30 business days of the receipt of a notice of dispute. Failing amicable resolution, all disputes shall be submitted to binding arbitration in accordance with the rules of the Lagos State Multi-Door Courthouse ("LMDC") (which rules are deemed incorporated by reference in this Agreement). The decision of the

LMDC shall be final in respect of such dispute. Each Party shall bear its own cost for the dispute settlement save for any costs awarded against either Party by the LMDC.

3. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO THE SUPPLY OF GOODS

3.1. Undertakings of the Supplier

3.1.1 The Supplier represents, warrants, and undertakes that on delivery, the Goods shall:

- (i) conform in all material respects with their description and any applicable Specification,
- (ii) be free from material defects in design, material and workmanship and remain so for 12 months after delivery unless otherwise decided in writing by the Parties; and
- (iii) be new and of satisfactory quality.

3.1.2. If the Supplier is not the manufacturer of the Goods, the Supplier shall use its best endeavours to procure a manufacturer's warranty for that Goods and shall be responsible for liaising with and claiming against the manufacturer in case of any breach of said warranty.

3.2. Inspection of the Goods

3.2.1. The Purchaser has the right to inspect and test the Goods within 15 business day after the delivery and installation. If following such inspection or testing the Purchaser considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings set out in clause 3.1, the Purchaser shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection shall not reduce or otherwise affect the Supplier's obligations under the Purchase Order, the Agreement and/or these Conditions, and the Purchaser shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

3.3. Delivery of the Goods

3.3.1. The Supplier shall ensure that:

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(i) the Goods are properly packed and secured in such manner as to enable them to reach their destination in an undamaged, clean, and good condition; and

(ii) each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods, special storage instructions (if any) and, if the relevant order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

(iii) The Supplier shall deliver the Goods specified in each Purchase Order (a) to the delivery location communicated by the Purchaser (b) on or before the delivery date agreed by the Parties in writing, time shall be of the essence (c) during the Purchaser's normal business hours. The Supplier shall not deliver an order more than (5) business days in advance of the delivery date without the prior written consent of Purchaser. The Supplier shall not deliver orders by instalments except with the prior written consent of the Purchaser. If the Supplier fails to observe an agreed date of delivery or anticipates that an agreed date of delivery cannot be observed, the Supplier must immediately inform the Purchaser of the earliest possible alternative date of delivery.

(iv) If the Purchaser rejects any Goods or part of the Goods, they are returnable at the Supplier's risk and expense. If the Supplier fails to collect rejected Goods or parts of the Goods within a reasonable period after notification of the rejection by the Purchaser, the Purchaser may charge the Supplier storage costs and sell or dispose of the rejected Goods.

3.4. Title and Risks

3.4.1. The Supplier shall have the risk of loss, damage and/or delay in shipment until the Goods are properly delivered to the Purchaser. The delivery of Goods is deemed proper:

(i) on the completion of unloading of those Goods at the delivery location communicated by the Purchaser; and

(ii) following inspection conducted by the Purchaser as per the terms set out in clause 3.2.1 or as per the applicable incoterms as mutually agreed in writing by the Parties.

3.4.2. The title to the Goods shall not pass to the Purchaser at the time of delivery until all sums

due by the Purchaser to the Supplier have been paid in full.

3.5. Limitation of Liability

3.5.1. The Supplier shall under no circumstances whatsoever be liable to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the supply of the Goods.

3.5.2. The Purchaser's liability (if any) whether in contract or otherwise for any breach in connection with the Goods shall at all times be limited to the price of the Goods in question.

4. SPECIFIC TERMS AND CONDITIONS APPLICABLE TO THE SUPPLY OF THE SERVICES

4.1. Undertakings of the Supplier

4.1.1. The Supplier shall meet any Services' performance dates specified in the Purchase Order or agreed in writing by the Parties, and time for performance of the Services by the Supplier is of the essence.

4.1.2. In supplying the Services, the Supplier represents, warrants, and undertakes to:

(i) provide the Services in accordance with the Specifications and fit for any purpose that the Purchaser expressly or impliedly makes known to the Supplier;

(ii) perform the Services with the highest level of care, skill and diligence in accordance with generally recognised commercial practices and standards in the Supplier's industry;

(iii) ensure that the Deliverables, goods, materials, standards and techniques used in providing the Services are of the best quality;

(iv) co-operate with the Purchaser in all matters relating to the Services, and comply with the instructions provided by the Purchaser from time to time;

(v) hold the Purchaser's Materials in safe custody at its own risk, maintain the Purchaser's Materials in good condition until returned to the Purchaser, and not dispose of or use the Purchaser's

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Materials other than in accordance with the Purchaser's written instructions or authorisation;

- (vi) only use personnel who are suitably skilled, qualified and experienced to perform the tasks assigned to them;
- (vii) not do or omit to do anything which may cause the Purchaser to lose any license, authority, consent, or permission; and

4.2. Approval of the Services

- 4.2.1. If upon review of the Services, the Purchaser, in its reasonable discretion, determines that any part of the Services does not conform to mutually agreed upon acceptance criteria set forth in the Specifications or any other documents, then the Supplier, at its cost and expense, shall cure the nonconformity within (15) business days or other duration agreed upon by the Purchaser. Acceptance of the Services by the Purchaser shall not constitute a waiver of any rights and remedies that may be available to the Purchaser under Applicable Laws.

4.3. Change to the Services

- 4.3.1. The Purchaser may request a change order ("Change Order") in the event of actual or anticipated change(s) to the agreed scope of Services, Deliverables, project schedule, fee, or any other aspect of the Services; whereupon the Supplier shall prepare a Change Order reflecting the proposed changes, including but not limited to the impact on the Deliverables, project schedule, and fee.

4.4. Limitation of Liability

- 4.4.1. The Purchaser shall under no circumstances whatsoever be liable to the Supplier, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Purchase Order, the Agreement and/or these Conditions.
- 4.4.2. The Purchaser's liability (if any) whether in contract or otherwise for any breach in connection to the performance of the Services shall be at all times include but not be limited to the total aggregate amount of the fees paid by the Purchaser in the 6-month period immediately preceding the date upon which the most recent claim arose.