

General Conditions for the Sale of Goods of Dnnonys Chemco Ltd (hereinafter the "seller")

Article 1

Field of application

1.1. These General Conditions of Sale (hereinafter the "GCS") apply to all sales of goods by the seller. General terms and conditions of the buyer or third parties shall not apply, even if the seller does not separately object its application in the individual case. Even if the seller refers to a writing which contains general terms and conditions of the buyer or a third party or refers to such, this shall not constitute any consent to the application of these general terms and conditions.

1.2. The seller reserves the right to change the current GCS at any time. Any amendment of the GCS shall be effective exclusively for all new orders submitted following the publication of the amendment on the website of the seller at www.dnnonysltd.com (hereinafter the website"), buyers should check the GCS posted on the website before placing an order—they may have changed since the last visit.

1.3. The GCS may be printed, downloaded, and/or stored by buyers.

1.4. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document of information issued by the seller shall be subject to correction without any liability on the part of the seller.

1.5. The provisions of these GCS extend to standard contract conditions which are used in a contract with a merchant in the course of business only.

Article 2

Conclusion of contract

2.1. No order submitted by the buyer shall be deemed to be accepted by the seller unless and until confirmed by the seller or the seller's representative within 10 days after submission.

2.2. The quantity, quality and description of and any specification for the goods shall be those set out in the seller's quotation (if accepted by the buyer) or the buyer's order (if accepted by the seller).

2.3. An order submitted by a buyer is an offer to purchase the chosen goods from the seller. Orders are subject to the seller's acceptance, which shall be provided by means of an e-mail of acceptance within 10 days from the submission of the order. A buyer may cancel its order any time prior to the seller's dispatch of the acceptance e-mail. Upon seller's acceptance, the sale contract shall be deemed concluded.

2.4. If the goods are to be manufactured or any process is to be applied to the goods by the seller in accordance with a specification submitted by the buyer, the buyer shall indemnify the seller against all loss, damages, costs and expenses awarded against or incurred by the seller in connection with or paid or agreed to be paid by the seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual rights of any third party which results from the seller's use of the buyer's specification.

2.5. The seller reserves the right to make any changes in the specification of the goods which are required to conform with any applicable statutory requirements or, where the goods are to be supplied to the seller's specification, which do not materially affect their quality or performance.

Article 3

Price of the goods

3.1. The price of the goods shall be the seller's quoted price or, where no price has been quoted, the price listed in the seller's published price list current at the date of acceptance of the order. Where the goods are supplied for export from Nigeria, the seller's published export price list shall apply.

3.2. The seller reserves the right, by giving notice to the buyer at any time before delivery, to increase the price of the goods to reflect an increase in the costs to the seller which is due to any external factor beyond the control of the seller (such as foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of materials or other costs of manufacture) or any change in delivery dates.

3.3. Except as otherwise stated under the terms of any quotation or in any price list of the seller, and unless otherwise agreed in writing between the buyer and the seller, all prices are given by the seller on an ex-works or FOB basis, and where the seller agrees to deliver the goods otherwise than at the seller's premises, the buyer shall be liable to pay the seller's charges for transport, packaging and insurance.

Article 4

Terms of payment

4.1. The buyer shall pay the price of the goods within 10 days after receipt of the seller's invoice.

4.2. If the buyer fails to make any payment until due date latest then, without prejudice to any other right or remedy available to the seller, the seller shall at his discretion be entitled to either cancel the contract or suspend any further deliveries to the purchaser; or charge the buyer interest on the amount unpaid, at the rate of 9 percentage points above the base interest rate from then being valid, until payment in full is made.

4.3. The buyer shall be entitled to prove that his delay of the payment caused no or little damage only.

Article 5

Delivery

5.1. Delivery of the goods shall be made by the buyer collecting the goods at the seller's premises at any time after the seller has notified the buyer that the goods are ready for collection or, if some other place for delivery is agreed by the seller, by the seller delivering the goods to that place.

5.2. The risk of loss of or damage to the ordered goods passes to the buyer at delivery place agreed upon.

5.3. In the event the seller has indicated a delivery time and delivery is not possible for reasons attributable to the buyer, the buyer may be charged a fee to have the products redelivered at a new delivery time/date, as arranged by the seller and the buyer.

5.4. If the seller is unable to contact the buyer after making reasonable attempts to arrange delivery, the seller may notify the buyer of a 30- day notice period within which delivery will be attempted. Subject to the right to cancel the purchase, if the buyer fails to take delivery within the notice period the seller may terminate the sale contract and may charge the buyer the costs of delivery and claim additional damages, if any.

Article 6

Transfer of risk

Risk of damage to or loss of the goods shall pass to the buyer as follows:

- in the case of goods to be delivered otherwise than at the seller's premises, at the time of delivery or, if the buyer wrongfully fails to take delivery of the goods, the time when the seller has tendered delivery of the goods;
- in the case of goods to be delivered at the seller's premises ("ex works Incoterms 2020") at that time when the seller notifies the buyer that the goods are available for collection.

Article 7

Retention of title

7.1. Notwithstanding delivery and the passing of risk in the goods, or any other provision of these Conditions, the ownership of the goods shall not pass to the buyer until the seller has received payment in full of the price of the goods.

7.2. After termination of the contract the seller shall have absolute authority to retake, sell or otherwise deal with or dispose of all or any part of the goods.

7.3. Until such time as the ownership of the goods passes to the buyer, the buyer shall hold the goods as the seller's fiduciary agent, and shall keep the goods properly stored, protected and insured.

Article 8

Warranties and exclusion clauses

8.1. The buyer shall examine the goods upon delivery and in doing so check every delivery in any respect.

8.2. The seller warrants that all goods delivered under this Agreement will be free from defects in material and workmanship, conform to applicable specifications, and, to the extent that detailed designs have not been furnished by the buyer, will be free from design defects and suitable for the purposes intended by the buyer.

8.3. The seller shall not be liable for the goods being fit for a particular purpose unless otherwise agreed upon, to which the buyer intends to put them.

8.4. This warranty does not cover defects in or damage to the products which are due to misuse, neglect or any cause other than ordinary commercial application.

8.5. Any discharge from liability will be void if a defect results from a negligent or intentional breach of contract on the part of the seller. The same applies if the seller may be held responsible for the breach of any further essential contractual obligation.

8.6. The buyer is entitled to demand the delivery of any substitute goods or repair.

8.7. Where any valid claim in respect of any goods which is based on any defect in the quality or condition of the goods or their failure to meet specification is notified to the seller in accordance with these conditions, the seller shall be entitled at the seller's sole discretion to either replace the goods free of charge or repair the goods. If the seller is neither ready nor able to either repair or replace the goods, the buyer shall be entitled at the buyer's sole discretion to claim for a reduction of price or the cancellation of the contract.

Article 9

Choice of law, place of jurisdiction

9.1. This Agreement shall be governed by and construed in accordance with Nigerian law and each party agrees to submit to the jurisdiction of the courts having jurisdiction for the seller.

9.2. The seller shall have the right to bring a claim before a court at the buyer's principal place of business or at his discretion before any other court being competent for the place of performance of the obligation in question.