

General Terms & Conditions of Sale

1. Definitions

- 1.1 The “Seller” means Afri-Agri Products Ltd., a Limited Liability company registered under R/C 335,543 with its head office located on 4, Metal Box Road, Off Acme Road, Ogba Industrial Estate, Ikeja, Lagos, Nigeria.
- 1.2 The “Buyer” means any person who accepts a quotation for goods or services by the Seller or whose order for goods or services is accepted by the Seller.
- 1.3 “goods” means any goods which the Seller is to supply to the Buyer.
- 1.4 “services” means any services which the Seller is to provide to the Buyer.
- 1.5 “conditions” means the terms and conditions set out herein and any special or additional conditions agreed in writing by the Seller.
- 1.6 “writing” includes by communication in writing by Mail, Paper, Email, Fax as well as other digitally written communication platforms which may include but are not limited to WhatsApp, Facebook, Facebook Messenger and Instagram.

2. Conditions

- 2.1. These conditions apply to all contracts for sale of goods or services by the Seller to the Buyer and shall be deemed to supersede and exclude all other terms and conditions including any which the Buyer may seek to apply under any purchase order, confirmation of order, or similar document.
- 2.2. No variation or addition to these terms and conditions shall be effective unless agreed in writing by a duly authorised officer of the Seller.
- 2.3. No employee or agent of the Seller is authorised to make any representations concerning goods on the Seller’s behalf unless such representations are confirmed in writing by the Seller and any representations made without the written confirmation of the Seller may not be relied upon in connection with any contract.
- 2.4. Until despatch of goods by the Seller to the Buyer or the Buyer’s acceptance in writing of any quotation of the Seller for the supply of goods or services (whichever shall first occur) no contract for the sale of goods or services shall arise.
- 2.5. The Seller shall be at liberty to correct without any liability on the Seller’s part and without prior notification any error or omission in any sales literature, price list, acceptance of offer, quotation, invoice, or other document issued by the Seller.
- 2.6. On the Buyer accepting delivery of the goods or accepting in writing a quotation for the supply of goods or services such acceptance shall be deemed to be acceptance of these conditions.

3. Order Acceptance

- 3.1. The advertisement of any merchandise or service on this the company's website or any other medium aside from duly signed Pro-Forma Invoices by the company's authorized representative, does not constitute an offer to sell. Your receipt of an order confirmation in writing does not constitute our acceptance of your order, or confirm our offer to sell. The Seller reserves the right to accept or decline an order for any reason.

4. Prices

- 4.1. The Seller makes every effort to have all products offered in stock and at the price listed. The pricing and availability information presented on our pricelist or website is the most current information we have, but unfortunately mistakes do occur, and this information does not constitute a guarantee of price or availability.
- 4.2. If a product you have ordered is not available for shipment, we will do our best to let you know. Anticipated delivery dates are dependent upon many factors beyond our control and are subject to change.
- 4.3. The price for the goods or services shall be that on the Seller's current price list unless otherwise agreed in writing by the Seller.

5. Payment

- 5.1. The Seller is prepared to consider applications for credit accounts from corporate customers subject to approval by the Managing Director.
- 5.2. Non-credit account Buyers must make payment in full of any invoice before goods can be dispatched or services can be rendered.
- 5.3. Payments can be made with Cash, Credit/Debit Cards or through Confirmed Bank Transfers in favour of Afri Agri Products Ltd.
- 5.4. Buyers wishing to pay by cheque can do so only upon approval from the management or after the cheque is cleared in our account.
- 5.5. Buyers with credit accounts must make payment in full on or before the due date stated on the Seller's Invoice unless otherwise agreed in writing by the Seller.
- 5.6. If any invoice shall become overdue for payment interest shall be payable at 2% per month from the date the payment became due under the invoice until the date of payment. Such interest shall accrue both before and after any Judgement.

6. Delivery

- 6.1. The Seller will take all reasonable steps to keep to any estimated delivery date. The Seller shall however not be liable for any losses consequential or otherwise arising directly or indirectly out of any failure to meet an estimated delivery date. The Seller reserves the right to make delivery in advance of the quoted delivery date on giving reasonable notice to the Buyer.
- 6.2. If the Buyer and Seller both agree that delivery will be performed by the Seller, The method of dispatch of all goods shall be at the Seller's absolute discretion.

7. Ownership and Risk

- 7.1. Upon delivery of the goods to the Buyer or upon the goods being retained at the Seller's premises at the Buyer's request the risk in the goods shall immediately pass to the Buyer.
- 7.2. Title to the good shall remain vested in the Seller until the invoice for the goods has been paid in full.
- 7.3. The Buyer shall hold the goods as the Seller's fiduciary agent and bailee until such time as title to the goods passes to the Buyer and shall keep the goods properly stored, protected, insured and identified as the Seller's property.
- 7.4. Whilst the purchase price for any goods delivered to the Buyer shall remain overdue for payment either wholly or in part then without prejudice to any of its other rights the Seller may recover and/or resell the goods or any of them and may enter on the Buyer's premises by its servants or agents to recover the goods and shall be entitled to recover from the Buyer any costs incurred in connection with such recovery.
- 7.5. Until payment for any goods has been made in full the Buyer shall not pledge, charge by way of security or in any other way encumber the goods which remain the property of the Seller.

8. Warranties

- 8.1. Each party warrants that it has the right and full power and authority to enter into this Agreement.
- 8.2. The Seller warrants that the goods will be free from defect in material and workmanship under normal use, provided the goods have been used in accordance with instructions and normal industry standards. The Seller also warrants that it will pass to Purchaser good title to the Products. This is the only warranty extended on the Products and the Buyer expressly agrees that it is taking the Products "AS IS" and the Seller makes no other warranty, express or implied.
- 8.3. The Seller's warranty shall not come into force unless the invoice for the goods was paid on or before the due date.

- 8.4. Save as provided in these conditions, all warranties, conditions or other terms implied by statute, common law or otherwise are excluded to the extent permitted by law.
- 8.5. Any description does not express or imply a warranty that the products are merchantable or fit for a particular purpose.
- 8.6. The Seller shall not be responsible for any incompatibility of use issues or held liable to the Buyer by reason of any representation or any implied warranty, condition or other term or any duty of common law for any direct or indirect special or consequential loss or damage expenses or other claims for compensation whatsoever whether caused by negligence of the Seller, its employees or agents or otherwise which arise out of or in connection with the supply of goods or their use or resale by the Buyer of whatsoever nature.
- 8.7. The Seller makes no other warranties, expressed or implied in respect to the goods, their quality, fitness or marketability aside from its specific use in relation to the instructions given by the Seller. Any good's warranty applies only to the Buyer and not to any third party and no liability or consequential damages in respect of any use of the goods, negligence, misuse or modification is accepted.
- 8.8. The Buyer specifically agrees that the Seller will not be liable for any special, incidental, consequential, indirect or other similar damages arising from breach of warranty, breach of contract, negligence, strict liability, or any other kind of civil liability connected with this agreement or the use of the Seller's products. The Seller makes no warranties of merchantability or fitness for any particular purpose of the products.
- 8.9. The Seller shall not in any circumstances whatsoever be liable for indirect or consequential loss such as (but not limited to) loss of profit, loss of market or the consequences of delay or deviation however caused.
- 8.10. The commencement date of all warranties is the invoice or receipt date (whichever comes first) from the Seller to the Buyer.
- 8.11. Any liability for consequential and incidental damages is expressly disclaimed.
- 8.12. The Seller's liability in all events is limited to, and shall not exceed the purchase price paid for the goods or service sold that gives rise to such liability. The Seller's payment of such amount shall be the final and exclusive remedy in the exhaustion or unavailability of any other remedy specified herein and shall not be construed or alleged by the customer to have failed of its essential purpose.

9. Force Majeure

- 9.1. The Seller will not be responsible for any delay in delivery, or failure to deliver, any products if such delay or failure results from causes beyond its reasonable control, including but not limited to, acts of God, war, terrorism, labour disputes, delay or failure of suppliers or of transportation, or governmental acts.

10. Cancellation of Contract/Return of Goods/Replacement of Defective Goods

- 10.1. No contract, Order Confirmation or Purchase Order may be cancelled once it is accepted by the Seller.
- 10.2. Any alleged defect in the goods must be notified to the Seller within 7 (seven) days of the invoice date. In the event that delivery is refused and the Buyer fails to notify the Seller within the time stated no rejection of the goods will be accepted and the full purchase price shall be payable by the Buyer.
- 10.3. In the event that any valid claim is notified to the Seller based on the goods delivered under the contract being defective the Seller shall at its discretion replace the goods free of charge or refund the Buyer the price of the goods and the Seller shall have no further liability to the Buyer.

11. Modification of Terms.

- 11.1. The Seller's acceptance of any order is subject to the Buyer's assent to all of the terms and conditions set forth in these terms and conditions, and the Buyer's assent to these terms and conditions shall be presumed from the Buyer's acceptance of all or any part of the goods or services ordered. No addition or modification of terms and conditions shall be binding upon the Seller unless agreed to by the Seller in writing. If a purchase order or other correspondence contains terms or conditions contrary to the terms and conditions contained in these terms and conditions, the Seller's acceptance of any order shall not be construed as assent to any additional or varied terms and conditions, nor will that constitute a waiver or variation by the Seller of any of the terms and conditions contained herein.

12. Notices

- 12.1. Any notice required to be given by the Buyer to the Seller shall be in writing or email addressed to the Seller at its registered office or principle place of business and shall be delivered personally or sent by courier or by email to sales@afri-agri.com.

13. Governing Laws

- 13.1. All disputes arising out of or in connection with this contract shall be determined and governed by the laws of the Federal Republic of Nigeria. Notwithstanding the foregoing, any legal action by Customer with respect to any transaction must be commenced within three months after the cause of action has arisen and will be settled at the High Court of Lagos State, Ikeja Judicial Division.

14. Severability

- 14.1. If any portion of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable term shall be redefined, or a new enforceable term provided, such that the intent of the Seller and the Buyer in agreeing to the provisions of these Terms and Conditions shall be enforceable to the fullest extent of the applicable laws.

14.2. If any provision of this Agreement is wholly or partially invalid or unenforceable, the other provisions of the Agreement will not be affected by such invalidity or unenforceability.

15. Intellectual Property

15.1. Letters, quotations and proposals may contain proprietary and confidential information belonging to the Seller. This includes, but is not limited to any content, intellectual property, technical method and text incorporated into the document. It shall not be used, disclosed or reproduced, in whole or in part, for any purpose other than to evaluate this document, without the prior written consent of the Seller. Title in and to this document and all information contained herein remains at all times with the Seller.

16. No Third Party Benefit

16.1. The provisions stated above are for the sole benefit of the parties hereto and confer no rights, benefits or claims upon any person or entity not a party hereto.

17. Accuracy

17.1. All information contained on the Sellers letters, quotations, pricelists and website are based on up-to-date information, and while the Seller endeavours to ensure that material is correct, accuracy cannot be guaranteed and the Seller makes no warranties or representations as to its accuracy.

18. Revisions

18.1. All information contained in these Terms and Conditions are based on up-to-date information. The Seller however reserves the right to make changes to this at any time, without prior notice. By accepting a contract, the Buyer automatically accepts the new terms and conditions

19. Entire Agreement

19.1. This constitutes the entire Agreement between the Buyer and the Seller. The placement of an order to purchase shall be deemed to be acceptance of these terms by the Buyer. These Terms and Conditions supersede all prior proposals, offers, discussions, correspondence, or communications regarding this transaction. They may only be modified by a subsequent agreement in writing approved by the Seller.