

General Terms and Conditions for the Procurement of Goods and Services by the Company

The Company will only purchase goods, rights and services ("**Deliverable(s)**") on the following terms and conditions ("**Terms**"). Your acceptance of our order/offer is based on these Terms only except we agree otherwise in writing. If you wish to reject our order or make a counter-offer, you MUST do so expressly in writing.

1 Contract

- 1.1 These Terms shall apply to all procurement of Deliverables by the Company. Our contract with you only comprises: a) Purchase Order or if not issued, valid written/email instructions; b) Statement of Work or Specific Agreement, c) these Terms; and d) any other terms imposed by law; (collectively the "Contract").
- 1.2 We are not contractually bound until a) we issue an Order Document and only to the extent expressly stated, and b) you accept the order in writing or we accept performance by you, whichever is earlier. A Specific Agreement takes precedence over these Terms.
- 1.3 Our acceptance of your performance does not imply our acceptance of any terms different from these Terms. Any addition/modification/variation to these Terms shall have no effect unless expressly accepted by us in writing. You shall indemnify us against any consequence of your seeking to rely on any contractual terms, statements, understandings, representations not expressly set out in the Contract.
- 1.4 Except otherwise stated in a Specific Agreement or Statement of Work, in the event of a conflict, the order of priority is: a) Specific Agreement / Statement of Work; b) Purchase Order; c) these Terms.
- 1.5 The Company's total liability to you, whether in contract, tort, breach of statutory duty, or otherwise, arising in connection with the Contract shall not exceed the total value of the Contract. The Company shall not be liable to you for any indirect, consequential, exemplary, punitive, or special damages of whatsoever nature and howsoever arising in connection with the Contract.
- 1.6 In these Terms, **Company**: HBM Nigeria PLC and/or its relevant subsidiary stated in the Order Document; **Force Majeure**: any event beyond the reasonable control of a party, the occurrence of which could not have been reasonably foreseen on the date of execution of the Contract and includes, but is not limited to, war whether declared or not, revolution, riot, strike or other protestor action, insurrection, civil commotion, invasion, armed conflict, acts of God, national defense requirements, blockade, insurrection, sabotage, epidemic, pandemic, embargo, government/regulatory action; **Order Document**: the relevant Purchase Order, Specific Agreement, Statement of Work; and/or written/email instruction ordering the Deliverables; **Purchase Order**: a purchase order document duly issued by us; **Specific Agreement**: a written agreement between you and the Company signed by 2 Company authorised representatives; **Specifications**: the quantity / quality / description / specifications of any Deliverable stated in an Order Document; **Statement of Work**: a document, apart from a Purchase Order setting out the details of the Deliverables.
- 1.7 Unless otherwise agreed in an Order Document, our order is deemed to include the supply of all relevant documentation and certifications, legal rights, commissioning, explanations, training and instruction manuals necessary to enable the Company to use the Deliverables and benefit from their intended purposes.
- 1.8 The Deliverables supplied shall comply with the Specifications. You will allow us to inspect goods during manufacture or storage at your premises upon reasonable notice to you. If we are not satisfied that the quality, manufacturing standards, storage or handling of the goods conform to the Contract, you will take remedial action. If we are still unsatisfied after your remedial action, we can cancel the Contract without any liability to us.
- 1.9 You shall provide to us any rights that you are contracted to supply and/or which necessarily follow the Deliverables including but not limited to proprietary rights/intellectual property rights (to the extent reasonably required), manufacturer warranties etc.
- 1.10 We will own all intellectual property rights in any development work carried out at our request or wholly/primarily at our expense.

2. Payment

- 2.1 The price of the Deliverables will be as stated in the Order Document and unless agreed otherwise, will be: a) fixed for the duration of the Contract; b) payable in Naira; exclusive of applicable value added tax ("VAT") payable by us subject to receipt of a valid VAT invoice; d) inclusive of i) withholding tax, and any other taxes, duties and levies; and ii) all expenses, including but not limited to packaging, shipping, carriage, insurance, delivery, commissioning or on-site performance.
- 2.2 You shall submit your invoices after complete performance of the Deliverables, or as specified in the Order Document. Each invoice must quote the relevant Purchase Order number. Any invoice submitted more than 6 months from completion of performance will be rejected.
- 2.3 Unless otherwise stated in the Order Document, we will pay the Contract price within 60 days of the end of the month in which we receive your invoice. We will be entitled to set off against the Contract price any money that you owe us.
- 2.4 We will only honour a request to change your bank account details for payments if you provide a) letter of non-indebtedness/no-objection from your bank registered with us ("Old Bank"), and b) reference letter from the new bank. If Old Bank refuses/fails to provide the requested documents within 14 days from the date of a written request from you (or from us), we have the sole discretion to change your account details or otherwise.

3. Delivery and Risk

- 3.1 You shall deliver to, and/or perform Deliverables on the date and at the location stated a) in the Order Document or b) as agreed by the parties. Where no date is specified for the delivery/supply of Deliverables, supply must be made as soon as reasonably possible during usual business hours.
- 3.2 Time of delivery or performance of any Deliverables is of the essence and failure to deliver within the stipulated timeline or perform in line with any Statement of Work shall entitle us to terminate the Contract forthwith in accordance with Clause 11.3 and reject any Deliverables. Without prejudice to our right to claim compensation, we shall have the discretion to accept any late delivery. Where Deliverables are to be supplied in instalments, the Contract is still to be treated as a single Contract. If you fail to deliver or perform any instalment, we may treat the whole Contract as repudiated.
- 3.3 You shall ensure that goods are securely and appropriately packaged in accordance with applicable laws and industry standards, and in a manner suitable for their nature and transportation method to prevent damage, deterioration or loss while in transit. If goods are damaged upon receipt due to insufficient packaging, we shall be entitled to reject delivery in whole or in part, and you shall at your own cost, replace or repair the damaged goods without delay. You shall also be liable for any associated costs including but not limited to return shipping and insurance.

- 3.4 We may reject any Deliverables that do not fully conform with the Contract and such rejection shall be at your risk and expense. Our acceptance of any Deliverables will not be deemed to occur until we have had reasonable time to inspect such Deliverables following supply and, in the case of latent defect, a reasonable time after the defect becomes apparent.
- 3.5 We will not be bound to return any packaging to you, but if required by law, you will be allowed to collect the relevant materials free of charge upon request.
- 3.6 Risk will only pass to us on delivery of the goods. Property and ownership of any Deliverables will pass to us once we have paid in whole or in part for the Deliverables in advance. If the Deliverables are being assembled for us, each successive component of the Deliverables will be deemed appropriated to the Contract.
- 3.7 If the Order Document refers to delivery terms such as "CFR" etc. which bear defined meanings in the latest edition of Incoterms® as of the date of the Order Document, those defined meanings and conditions in the latest edition of Incoterms® will apply subject to these Terms and the provisions of the Order Document except stated otherwise.
- 3.8 Delivery of any dangerous/hazardous goods must be accompanied by a material safety data sheet ("MSDS"). The Company may reject deliveries without MSDS.
- ## 4. Warranties and Liability
- 4.1 You undertake, represent and warrant that: a) the Specifications of Deliverables will be as set out in the Order Document; b) any goods supplied to us will be free from defects in materials and workmanship and be fit for the purpose(s) expressly or impliedly specified; c) all Deliverables will comply with all statutory requirements/regulations, and all normally applicable quality standards relating to their sale/supply; d) you shall exercise all reasonable skill, care and diligence in the performance of the Contract, carry out all your obligations in accordance with generally accepted professional standards, and any services will be performed by appropriately qualified and trained personnel; e) neither the sale/supply of any Deliverables, nor their proper use by us for any intended purpose will breach any property rights (including intellectual property rights) of any other person; f) you have full authority and power, to enter into, deliver and perform the Contract, and all necessary corporate or other action has been taken for that purpose; g) your entry into the Contract does not violate the provisions of any law, or any existing contractual obligations; h) you have, and will maintain for the duration of the Contract all the requisite licenses, consents, permits, authorisations and regulatory approvals to enter into, deliver and perform the Contract; and i) you will at your own expense comply with all applicable laws and regulations relating to your performance.
- 4.2 You will indemnify and hold us harmless from all claims and all direct, indirect and/or consequential liabilities, costs, proceedings, damages and expenses awarded against, or incurred or paid by us as a result of, or in connection with any alleged or actual infringement of any third party's intellectual property rights or other rights arising out of the use, manufacture or supply of the Deliverables.
- ## 5. Confidentiality and Data Protection
- 5.1 You undertake to comply with the Nigeria Data Protection Act 2023 (as may be amended from time to time), any other applicable data protection legislation in force from time to time, and the terms of the Company's data processing agreement (DPA) available at https://www.lafarge.com.ng/sites/nigeria/files/2023-09/lap_third-party-data-processing-agreement-updated_11.09.2023_vf.pdf (as may be updated from time to time) and incorporated by reference into these Terms with the same force as if set out in full.
- 5.2 You will keep strictly confidential all information that you learn about us or other entities in our group, our business, business contacts and partners, customers, any proprietary and/or other information of a confidential nature which may come to your knowledge or possession in the course of fulfilling your obligations to us ("Confidential Information"). You shall not use or disclose our Confidential Information except in a manner permitted by law or our DPA. If you are compelled by law or any governmental authority to disclose any Confidential Information, you shall to the extent permissible by law, promptly notify us sufficiently in advance of such disclosure to allow us the opportunity to defend, limit, or otherwise protect our interests against such disclosure.
- 5.3 You shall not make, or permit any person to make, any public announcement, communication, circular, blog or social media posts concerning the existence, subject matter or terms of the Contract, the wider transactions contemplated by it, or the relationship between the parties, or containing pictures or videos of any buildings, equipment or facilities of the Company ("**Announcement**"), without the prior written consent of the Company with respect to the form and content of the Announcement. Where you are required by law or any governmental or regulatory authority (including any relevant securities exchange), or by any court or other authority of competent jurisdiction to make an Announcement, you shall promptly notify the Company of this requirement and you shall agree the content of the Announcement(s) with the Company before making it. shall ensure that its Personnel comply with this Clause 5.3, and shall be liable for any breaches by its Personnel.
- ## 6. Status
- 6.1 Your relationship with us is as an independent contractor only, not as partner, agent, associate or employee. Nothing in these Terms shall render you or any of your personnel or sub-contractors, an employee, worker, agent, or partner of the Company; and you, your personnel and sub-contractors shall not hold yourself out as such.
- 6.2 Notwithstanding any provision in these Terms, you shall be fully responsible for, and indemnify us or any other company in our group against any liability, assessment or claim: a) for taxation whatsoever arising from or made in connection with the performance of the Contract, where such recovery is not prohibited by law; b) for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any of your personnel against us arising out of or in connection with the Contract; c) in relation to your failure to perform your obligations under the Contract and for any breach of your obligations under the Contract; or d) brought against us by a person other than you arising from, or caused by: i) any negligent or willful acts or omissions by you or any of your affiliates, officers, directors, employees, agents or representatives (collectively, the "Supplier Representatives") in connection with the Contract; ii) any acts or omissions by any of the Supplier Representatives outside the scope of the Contract; and iii) any breach of the Contract by you or any of the Supplier Representatives in connection with your representations, duties and obligations under the Contract.
- 6.3 We may satisfy such indemnity (in whole or part) by deduction from any

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payment due to you.

7. Conduct

- 7.1 During the term of the Contract, you shall not engage and shall cause your personnel (including your sub-contractors and their personnel) not to engage directly or indirectly in fraudulent behaviour, corrupt practices, child labour, forced labour, illegal actions, or any other activity that is incompatible with the proper performance of the Contract. You shall avoid any activities and any public announcement(s) that may adversely reflect on the integrity, independence, and impartiality required by the status of the Company.
- 7.2 By accepting to provide Deliverables, you agree to be bound by all the terms and conditions of the Company's Code of Business Conduct for Suppliers (COBC) available at <https://www.lafarge.com.ng/sites/nigeria/files/docs/lap-suppliers-code-of-business-conduct-september-2025.pdf> (as may be updated from time to time) and incorporated by reference into these Terms with the same force as if set out in full.
- 7.3 You warrant and undertake to ensure that your personnel engaged to provide the Deliverables under the Contract is not below the age of 18 years.
- 7.4 We shall have the right at any time during the Contract to access your books, records and information in relation to the Contract in order to audit any acts which are done in the performance of the Contract.
- 7.5 Reports or concerns regarding the Company's business practices or employees can be safely and anonymously made through the Company's secure and confidential integrity line.
- 7.6 We shall have the right to terminate the Contract with immediate effect for your non-compliance with this Clause 7.

8. Personnel

- 8.1 You shall: a) provide at your own cost, adequate personnel for the performance of the Contract; b) be held wholly and solely responsible for any acts of your personnel that disrupt the Company's activities and shall indemnify the Company for any loss, damage, or injury to the Company or any third party resulting from the acts, omissions or negligence of your personnel whether or not such act, omission or negligence constitutes a breach of the Contract.
- 8.2 You represent, warrant and undertake to comply with Nigerian labour laws and any other applicable laws regarding the engagement of your personnel.
- 8.3 If any performance occurs on our premises, you shall ensure that at all times: a) best industry standards are adopted for performance of the Contract and the health and safety both of your personnel and of any other individuals affected by your actions; b) equipment used is well maintained; c) appropriate personal protective equipment is used; d) you and your personnel comply with our policies / requirements on health, safety, environment, security, times and areas of access, and rules applicable to the relevant premises communicated to you and/or your personnel from time to time including but not limited to our general safety regulations available at https://www.lafarge.com.ng/sites/nigeria/files/2022-05/lap-general-safety-regulations_20.05.2022_vf.pdf; e) personnel wear valid identity cards; and f) if applicable, uniforms must be neat and clean.
- 8.4 We may refuse or terminate access of any individual whom we consider undesirable to have on our premises or who breaches any of our rules or policies and you shall provide a replacement at no additional cost, a person with similar qualifications/experience acceptable to the Company.
- 8.5 All personnel that you assign to perform the Contract shall not be below the age of 18 years and shall be medically fit to perform the Contract. You will submit medical fitness certificates of your personnel whenever requested by the Company.
- 8.6 If you deploy personnel to our premises, you must provide proof of compliance with all statutory employee remittances upon our request. We reserve the right to withhold payment until such proof is provided to our satisfaction.
- 8.7 We may terminate the Contract for any breach of this Clause 8.

9. Trade Law Compliance

- 9.1 Sanctioning Authority: includes but is not limited to the United Nations, European Union, United States, Nigeria or any other applicable international or national governmental body; Sanctions List(s): means any list(s) of designated persons and/or entities maintained by a Sanctioning Authority; Trade Control Laws: means any applicable economic, financial, trade, import or export control laws, regulation, embargoes, sanctions, or other restrictive measures enacted, implemented and/or enforced by a Sanctioning Authority which relate the performance of the Contract.
- 9.2 You represent, warrant and undertake:
- that neither you, your officers, executives, agents, representatives, employees, or any shareholder owning at least 50%, or subcontractor(s) engaged in connection with the Contract are subject to any restrictions under any Trade Control Laws or designated on any Sanctions Lists;
 - you will not supply goods that were sourced, manufactured or procured in violation of Trade Control Laws; and
 - you comply with, and shall comply with all applicable Trade Laws.
- 9.3 You shall immediately notify the Company in writing of any breach of this Clause 9.
- 9.4 The Company may at its discretion and without liability, suspend the performance of its obligations, withhold payments, suspend or terminate the Contract with immediate effect, if it has reasonable grounds to believe that a breach of the provisions of this Clause 9 has occurred; or continued performance of the Contract may result in the Company's violation of any Trade Control Laws.
- 9.5 You shall indemnify the Company, its affiliates, employees, officers and representatives from any losses, liabilities, claims, penalties or expenses arising from your breach of this Clause 9.

10. Anti-Bribery and Corruption

- 10.1 You represent, warrant and undertake that you:
- will comply with all anti-corruption, anti-bribery, antitrust, sanctions, anti-money laundering laws, applicable tax laws and any other criminal laws with respect to the performance of the Contract.
 - shall not directly or indirectly, offer, promise, pay or authorise the payment of anything of value, or any other advantages or favours, to any employee of the Company or its affiliates, or any person (whether a private individual or public/government official); to obtain or retain business, improperly influence any act or decision, or secure an improper advantage or benefit to the Company or any of its affiliates.
- 10.2 You shall be responsible for the compliance of its employees, officers, agents, representatives, with the obligations of this Clause 10. You shall immediately notify the Company in writing of any breach of this Clause 10.
- 10.3 Whether or not you notify the Company, the Company may terminate the Contract with immediate effect if it reasonably believes that a breach of this Clause 10 has occurred.
- 10.4 You shall indemnify the Company, its affiliates, employees, officers and

representatives from any losses, liabilities, claims, penalties or expenses arising from your breach of this Clause 10.

11. Termination

- 11.1 The Contract shall terminate upon its expiration.
- 11.2 We may terminate the Contract at any time without incurring any liability by 30 days' written notice to you.
- 11.3 Without prejudice to other provisions in these Terms, we may terminate the Contract with immediate effect without incurring any liability if (a) you are in breach of any provisions in Clauses 3.2, 7, 8, 9 or 10; (b) you fail to, or are unable to fulfil your obligations as stipulated under the Contract, and fail to remedy the breach within 7 days after we notified you of the breach.
- 11.4 We may suspend performance of, cancel, or suspend and then subsequently cancel the Contract without any liability if you breach its terms, or if your business fails. Your business is deemed to have failed if: a) you make any voluntary arrangement with your creditors; b) being an individual or firm, you become bankrupt; c) being a company, you become insolvent or subject to an administration order, have a winding up order made against you, go into liquidation or are the subject of a similar administrative / judicial proceeding in any jurisdiction; d) any third party takes possession of, or enforces rights over any of your property or assets under any form of security; e) you stop or threaten to stop carrying on business; or f) we reasonably believe that any of the events mentioned above is about to occur.
- 11.5 Termination of the Contract shall be without prejudice to rights and liabilities which accrued before the termination date.
- 11.6 Where the Contract is terminated before its expiry for any reason, a joint reconciliation shall be carried out within 10 business days of termination by reviewing the extent of your performance of the Contract. You will only be entitled to payment for the quantum of your performance of the Contract subject to the provisions of these Terms. Where you have been paid any amount more than the quantum of your performance, you shall refund the excess payment to the Company within 5 days of the joint reconciliation.

12. Force Majeure

- 12.1 If any Force Majeure occurs which materially affects or may materially affect a party's ability to perform its obligations under the Contract, it shall promptly notify the other party.
- 12.2 A party shall not be deemed to be in breach of the Contract, or otherwise be liable to the other, due to any delay in performance, or the nonperformance of any of its obligations under the Contract to the extent that the delay or nonperformance is due to any Force Majeure. Provided the nonperforming party informs the other party of the nature and extent of the Force Majeure within 3 days of its occurrence, is without fault in causing such default or delay, such default or delay could not have been prevented by the nonperforming party through the use of alternative sources, workaround plans or other means, then the time for performance of that obligation shall be extended accordingly.
- 12.3 In the event of any Force Majeure, each party shall bear the loss of any of its own property so damaged or lost including the property of its employees, agents, servants and sub-contractor(s).
- 12.4 If the Force Majeure shall, or it is clear that Force Majeure shall last for more than 30 days the Company may terminate the Contract by giving you notice with retroactive effect to the date on which the performance of the Contract was interrupted, without payment of compensation to you, other than payment for the part of the Deliverables performed up to the date of the said interruption.

13. Enforcement

- 13.1 The Contract is non-assignable by you; it is however assignable by us to a company in our group. You may sub-contract or delegate performance only with our prior written consent, however, you shall remain responsible to us for the performance of the Contract and the acts, omissions, negligence and/or breach by your delegates/sub-contractors.
- 13.2 No waiver by us of any breach by you will be considered as a waiver of any subsequent breach of the same or any other provision, or as a release of the provision that you breached. No delay by us in enforcement, or toleration shown by us, is to imply any waiver or compromise of our rights.
- 13.3 If any provision of these Terms/Contract is held by a competent authority to be invalid or unenforceable in whole or in part, the validity and enforceability of the remainder of the provision in question and of the other provisions will not be affected. Every provision is severable from every other.
- 13.4 Any written notice under these Terms is required to be in English and may be delivered personally, by registered post, courier service, or electronic mail transmission; and shall be deemed to be effective (i) if by personal delivery, when delivered at the delivery address; (ii) if by courier, 72 hours after delivery at the courier office and a payment receipt is obtained therefrom; and (iii) if by electronic mail, upon transmission.
- 13.5 Except otherwise stated, the Contract will be governed by the law of Nigeria, and you submit to the exclusive jurisdiction of the Nigerian courts. Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with the Contract or its interpretation. If the dispute has not been resolved within 14 days after the commencement of settlement discussions, either party may request that the dispute be submitted for mediation at the Lagos Multi-Door Courthouse. Where the other party refuses mediation or the parties are unable to settle the dispute by mediation, parties shall refer such dispute to the Nigerian courts which shall have the jurisdiction to settle any dispute arising out of or in connection with the Contract, including a dispute relating to the existence, validity, or termination of the Contract.

14. Acceptance

- 14.1 By accepting the Purchase Order, signing a Specific Agreement, or agreeing to provide the Deliverables, you acknowledge that you have read, understood and agree to be bound by these terms.

-End of Document-