

**THESE TERMS AND CONDITIONS OF PURCHASE FORM THE CONTRACT BETWEEN YOU (HEREINAFTER REFERRED TO AS THE “SUPPLIER”) AND BAMBURI CEMENT PLC AND ITS SUBSIDIARIES (HEREINAFTER REFERRED TO AS “THE COMPANY”)**

**GENERAL CONDITIONS OF PURCHASE OF GOODS AND SERVICES (“Conditions”)**

**The Company will only do business with the Supplier on the basis of the Company’s Purchase Order and these Conditions which are part and parcel of the Purchase Order. When the Company places an order with the Supplier, it is placed subject to these Conditions only. The terms and conditions of the Supplier will not apply unless expressly agreed by the Company in writing. No course of dealing or business between the Company and the Supplier will be relevant to explain or supplement any condition save as provided for in accordance with these conditions.**

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| <p><b>1. GENERAL</b></p> <p>1.1 In these general conditions of purchase (“Conditions”) the following words have the following meanings:-</p> <p>(a) “<b>Company</b>” means Bamburi Cement PLC and its Subsidiaries;</p> <p>(b) “<b>Contract</b>” means a contract between the Company and the Supplier for the supply of goods (“<b>Goods</b>”) and/or services (“<b>Services</b>”), incorporating these Conditions, the relevant Purchase Order and any other document(s) referred to therein;</p> <p>(c) “<b>Working Days</b>” means days excluding Saturdays, Sundays and public holidays in the jurisdiction of the relevant Company contracting legal entity;</p> <p>(d) “<b>Purchase Order</b>” means an order for the Goods and/or Services placed by the Company on the Company’s standard form;</p> <p>(e) “<b>Supplier</b>” means the supplier of the Goods and/or Services specified on the Purchase Order; and</p> <p>(f) “<b>Delivery Address</b>” means the address specified for delivery of the Goods and/or Services on the Purchase Order.</p> <p>(g) “<b>Personal Data</b>” means any information relating to an identified or identifiable natural person.</p> <p>(h) “<b>Personal Data Breach</b>” means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed.</p> | <p>2.3 The Purchase Order constitutes an offer by the Company to purchase the Goods or Services subject to these conditions. Accordingly, any acceptance of the Purchase Order by the Supplier shall establish a contract for the sale and purchase of that Goods or Services on these conditions. Any counter-offer made by the Supplier to supply the Goods or Services on other conditions shall only be validly accepted if such acceptance is in writing and signed by a duly authorised representative of the Company.</p> <p><b>3. WARRANTIES, LIABILITY AND INSURANCE</b></p> <p>3.1 The Supplier warrants that:</p> <p>(a) the Goods or Services will conform with the quality, description and other particulars of the Goods or Services stated in the Purchase Order;</p> <p>(b) the Goods or Services will conform to all samples, drawings, descriptions and specifications provided to the Company by the Supplier;</p> <p>(c) the Goods or Services will conform with all standards referred to on any part of the Goods or Services and in any product packaging and/or documentation in, with or in relation to which the Goods or Services is supplied;</p> <p>(d) the Goods or Services will be of satisfactory quality and fit for any intended uses expressly or impliedly made known to the Supplier, and will be free from all defects in materials, workmanship and installation for a period of 12 months from the date of delivery;</p> <p>(e) the Goods or Services will comply with all performance and other specifications stated in the Purchase Order, and all applicable legislation for the time being in force;</p> <p>(f) the Supplier will, provide to the Company high quality user manuals and training and other documentation for the Goods without further charge in such form and quantities as the Company may reasonably stipulate at any time before seven (7) days after delivery.</p> | <p>3.2 The Company's rights under the Contract are in addition to the statutory terms implied in favour of the Company by the Sale of Goods Act (Cap 31 of the Laws of Kenya) and any other statute.</p> <p>3.3 The provisions in this condition 3 shall survive any delivery, inspection, acceptance, payment or performance pursuant to the Contract and shall extend to any replacement, repaired, substitute or remedial Goods or Services provided by the Supplier.</p> <p>3.4 The Supplier warrants that its operations and business strategies are in line with the principles set out in Holcim’s Code of Business Conduct for Suppliers, a copy of which can be found at <a href="https://www.lafarge.co.ke/supplier-partnership">https://www.lafarge.co.ke/supplier-partnership</a> and shall ensure that all of its employees comply and undertake to keep complying, in all respects, with these principles.</p> <p>3.5 The Supplier shall provide the Services:</p> <p>(a) Using reasonable skill, care and diligence using suitably skilled, experienced and qualified staff.</p> <p>(b) using the best workmanship and materials;</p> <p>(c) in compliance with the Purchase Order and any applicable specifications;</p> <p>(d) to meet the Company’s requirements in all respects.</p> <p>3.6 The Supplier warrants that all Goods and Services will comply with or be performed in accordance with all applicable laws, regulations and codes of practice, including the Company codes of practice (available on request).</p> <p>3.7 The Supplier warrants that it and its employees shall comply with the spirit and content of the Company’s Code of Conduct from time to time in force and the Company’s applicable Health and Safety guidelines (available on request).</p> <p>3.8 The warranties set out herein which are in addition to any statutory or other applicable warranties will apply for the benefit of the Company, its successors, assignees and customers.</p> |
| <p><b>2. ACCEPTANCE</b></p> <p>2.1 The Company shall only be bound by an order if it is issued on the Company's standard Purchase Order with an official purchase order number (“<b>Purchase Order Number</b>”).</p> <p>2.2 The Supplier's execution, commencement of work or commencement of delivery pursuant to the Purchase Order constitutes acceptance of the Purchase Order on these conditions by the Supplier.</p>   |  |   |

3.9	The Supplier will indemnify the Company in full against all claims, liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company as a result of or in connection with:-	5.3	The Company reserves the right to call for certificates or test certificates for the Goods or Services at any stage of manufacture or assembly. Such certificates shall clearly state the Company's order numbers and any item or Goods or Services numbers. If, as a result of any inspection or test, the Company finds that the Goods or Services or any items comprised within it do not comply with the Purchase Order, or are unlikely to comply with it on completion of manufacture, processing or performance, the Company may inform the Supplier, and the Supplier shall take such steps as are necessary to ensure compliance.	(a)	cancel the Contract in whole or in part without incurring any liability to the Supplier;
	(a) breach of any warranty given by the Supplier;			(b)	refuse to accept any subsequent delivery of items comprised in the Goods or Services which the Supplier attempts to make;
	(b) any claim that the Goods or Services infringe, or their importation, use or resale infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person anywhere in the world, except to the extent that the claim arises from compliance with any specification supplied by the Company;			(c)	purchase substitute items elsewhere; and
	(c) any liability to consumers in respect of the Goods or Services; and	5.4	The Supplier will give reasonable notice to the Company of its testing of the Goods and/or Services ("Supplier Tests") and the Company or its representatives may attend Supplier Tests. The Supplier will provide the Company with such test certificates as the Company may reasonably require with respect to any Supplier Tests.	(d)	hold the Supplier accountable for any loss and additional costs incurred.
	(d) any act or omission by the Supplier or its employees, agents or sub-contractors in supplying, delivering or installing the Goods or performing the Services.	5.5	The Company Inspections and/or Supplier Tests and/or test certificates provided pursuant to Supplier Tests do not relieve the Supplier of any liability, nor does it imply acceptance of the Goods and/or Services concerned by the Company.	6.7	Unless the Company and the Supplier have, before or at the same time as the Purchase Order, agreed in writing additional conditions regarding preparation of or environmental requirements at the site at which the Goods or Services is to be installed, the Supplier acknowledges and agrees that the Goods or Services is suitable to be installed and used at the premises at which the Company intends to use it and that there are no additional conditions regarding site preparation or environmental requirements.
3.10	The supplier shall maintain in force a Policy of Insurance satisfactory to the Company in respect of its liabilities under the Contract and will promptly provide the Company with evidence of such insurance on request.	6.	<b>DELIVERY/TRANSPORT/PACKING/INSTALLATION AND ACCEPTANCE OF GOODS OR SERVICES</b>	6.8	The Company shall not be deemed to have accepted the Goods or Services until it has had seven (7) days to inspect it after delivery. The Company may also reject the Goods or Services as though it had not been accepted, six (6) months after any latent defect in the Goods or Services has become apparent.
4.	<b>QUANTITIES</b>	6.1	The Supplier shall deliver the Goods or Services on the date specified in the Purchase Order. The Company does not waive its rights with respect to a delay in delivery or completion unless specifically agreed in writing. The Supplier shall comply with all delivery or performance instructions notified to it, failure to do so may result in the delivery of Goods and/or the provision of Services being refused, and the Supplier will be responsible for any additional costs resulting.	7.	<b>DOCUMENTATION</b>
4.1	Unless the Company has agreed otherwise in writing, the Supplier shall deliver the exact specified quantities of items comprised in the Goods or Services in accordance with the Purchase Order. Without affecting its other rights and remedies, the Company reserves the right to reject incomplete deliveries and to return excess quantities at the Supplier's risk and expense.	6.2	All Goods will be delivered to the Delivery Address.	7.1	The Supplier will provide the Company free of charge with all working drawings, operating instructions, plans, specifications and information reasonably necessary to enable the Company to use the Goods or the Services for their intended purpose. The Supplier will also provide the Company with all certificates of origin, quantity, quality, insurance and compliance with industry requirements or standards and in such form as the Company may from time to time reasonably request.
5.	<b>INSPECTION AND TESTING</b>	6.3	The Supplier shall ensure that all Goods supplied shall be properly protected against damage and deterioration in transit and delivered DDP (Incoterms), and shall bear the description, the quantity of the contents and the Purchase Order Number on each package.	8.	<b>TITLE AND RISK OF LOSS</b>
5.1	The Company shall be entitled to send an inspector, representative or agent to test or inspect the Goods and/or Services at any reasonable time at the Supplier's or its sub-contractor's facilities ("the Company Inspections"), and to repeat the Company Inspections with such frequency as the Company may, at its complete discretion, determine.	6.4	Unless otherwise stated in the Purchase Order, the Supplier will make no charge for containers, packaging material, crating, boxing, or storage.	8.1	Risk of loss or damage to the Goods will not pass to the Company until the Goods have been delivered into the Company's possession and are confirmed by the Company to be in accordance with the Contract, a Purchase Order and/or these Conditions.
5.2	The Supplier shall:	6.5	Unless agreed in writing prior to delivery the Company assumes no obligation for Goods shipped in excess of the quantity ordered in the Purchase Order. Shipments in excess of the quantity ordered and not accepted by the Company may be returned to the Supplier, and the Supplier will pay the Company for all expenses incurred in connection with such shipments.	8.2	Title to the Goods will pass to the Company when the Goods are delivered to the Delivery Address, unless payment is made prior to delivery in which case title shall pass upon payment being made. The Supplier shall immediately upon receipt of payment, appropriate the Goods to the Company and shall keep them separate from all other goods in the possession of the Supplier and shall clearly mark the Goods as the property of the Company. Passing of title shall not in respect of the goods prejudice any right of rejection or other right, which the Company may have.
	a) carefully test and inspect the Goods or Services before delivery to ensure that it complies with the requirements of the Purchase Order; and	6.6	If any delivery specified in the Purchase Order cannot be met, the Company may:		
	b) if so requested by the Company, give the Company reasonable advance notice of such tests, which the Company shall be entitled to attend.				

9.	<b>PRICE AND PAYMENT</b>				
9.1	The price shall be as stated in the Purchase Order and unless otherwise stated shall be exclusive of applicable value added tax. No additional charges will be paid unless agreed by the Company in writing in advance. Any variation of the price requires the prior written agreement of the Company.	(c)	the Supplier agrees, at the Company's request and cost, to do all such things as may be necessary or desirable to vest in the Company the full benefit of all Intellectual Property subsisting in or relating to any Works.	12.	Company on completion, cancellation or termination of the Contract. The Supplier will from that date on make no further use, either directly or indirectly of any Documents, or of any information that comes from Documents without the Company's written consent.
9.2	All payments are contingent upon the Goods and/or the performance of the Services conforming with the Purchase Order and receipt of the Delivery Documents to the satisfaction of the Company.	10.3	the Company, or where relevant its affiliates, are and will be deemed to be the proprietor of all the Company trademarks and all associated goodwill. The Supplier hereby acknowledges that the Supplier will not gain any right, title or interest in such trademarks or goodwill and shall not make any use of the same without the Company's prior written approval.	12.1	The Supplier shall indemnify and hold the Company harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Company as a result or in connection with:
9.3	Payment will be made in accordance with the Purchase Order.				
9.4	The Company assumes no payment obligations for excess Goods and/or Services ordered in the Purchase Order, save where the Company has agreed to the provision of such goods and/or services in writing.	10.4	Any permission to reproduce the trade marks on any Goods, Services or Works is solely related to the purpose/s connected with the Contract and will expire once the Contract is fulfilled or cancelled whichever occurs earlier.	a)	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 Goods or Services; or
9.5	All invoices shall contain the Purchase Order number and PIN number of the Supplier and shall be addressed and forwarded to the address contained on the Purchase Order.	10.5	Any Goods, Services or Works created in connection with the provision of the Goods or Services supplied to the Company by the Supplier incorporating the Company trademarks or trademarks belonging to the Company affiliates are supplied on a sole and exclusive basis. The Supplier shall not supply the same or similar goods or works to any other party or dispose of them in any way whatsoever other than to the Company, unless otherwise specified in the Purchase Order.	b)	defective workmanship, quality or materials in or in relation to the Goods or Services; or
9.6	All payments will be made without prejudice to the Company rights should the Goods or performance of the Services prove unsatisfactory or are not in accordance with the Contract, the Purchase Order or these Conditions.			c)	any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any Company or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the
9.7	The Company shall have the right to set-off any amounts which may become payable by it to the Supplier against any amounts the Supplier may owe to the Company.	10.6	The Supplier warrants that the provision of the Goods and/or Services shall not infringe any third party intellectual property rights.	13.	<b>CONFIDENTIALITY</b>
10.	<b>INTELLECTUAL PROPERTY</b>	10.7	The Supplier will not do anything calculated or likely to damage any of the Company's trademarks or the Company's name or reputation or those of its products.	13.1	The existence and terms of the Contract and any other information and materials relating to the Company or its business disclosed to the Supplier by or on behalf of the Company (" <b>Confidential Material</b> ") prior to or after the entering into of the Contract shall be confidential information of the Company and shall not be used or disclosed by the Supplier to any third party. This does not apply to information in the public domain through no breach or fault of the Supplier. The Supplier shall return all such Confidential Material to the Company on request and shall cease all further use thereof.
10.1	The Supplier acknowledges that in connection with the provision of any Goods or Services to the Company, the Supplier may develop works and/or materials, including documents, models, prototypes, software, data, formulae, specifications, inventions, concepts, processes, techniques, analyses, compilations, studies, reports, graphic designs, three dimensional designs, moulds, photographs, names or logos (" <b>Works</b> ").	10.8	The Supplier shall procure that its employees and subcontractors shall waive all of their rights in respect of any of the Works.		
10.2	In connection with all Works:	10.9	Any excess Goods produced bearing the Company names, trademarks or logos, which are not supplied to the Company, must be promptly notified to the Company and destroyed, unless otherwise agreed by the Company in writing.	13.2	The Supplier shall take all necessary precautions to ensure the security of all Confidential Material and shall comply with the Company's directions in relation to all Confidential Material.
(a)	the Supplier hereby assigns to the Company, with full title guarantee and without restriction, the legal and beneficial ownership of all intellectual property rights (including, but not limited to, copyright, database rights and design rights by way of an assignment of future rights) subsisting in or relating to any Works (collectively the " <b>Intellectual Property</b> ");	11.	<b>OUR PROPERTY</b>	13.3	The Supplier shall ensure that Confidential Material is disclosed only to its employees who need to know it for the purpose of performing the obligations of the Supplier under the Contract, the Purchase Order and/or these Conditions and who are bound by appropriate and legally binding confidentiality and non-use obligations. The Supplier shall be fully responsible for any unauthorised disclosure or use of Confidential Material by its employees.
(b)	to the extent that any Intellectual Property is not capable of being assigned at the date of any Purchase Order, the Supplier hereby		All tools or materials, dies, jigs, fixtures, patterns or other items of equipment (" <b>Equipment</b> ") and all drawings, specifications and other data or papers (" <b>Documents</b> ") provided, commissioned or owned by the Company or created for the Company in connection with the Contract, together with all copies or reprints will remain the property of the Company at all times. Equipment will be marked as belonging to the Company. Equipment and Documents shall be used solely for the purpose of fulfilling the Contract and handed over to the		

13.4 All documents, files and other items (in whatever format or medium) which contain or record Confidential Material shall remain or become the property of the Company, and the Supplier shall deliver them to the Company upon request, together with all copies thereof.	i) Ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;	its creditors or if a bankruptcy, receivership, liquidation or any nature of winding up proceedings are instituted against it;
13.5 The Supplier shall not, and shall ensure that its employees shall not, in any way publicise its relationship with the Company and its associated companies without the express written agreement of the Company.	j) Design its organisational structure in such a way that it meets data protection requirements.	f) if the Supplier's licenses and permits are withdrawn, cancelled or not renewed.
13.6 The Suppliers obligations set out in this Condition 13 shall continue in force after the date of the performance of the Contract and thereafter in perpetuity.	14.3 Any Personal Data Breach impacting the other Party's Personal Data (e.g. on a party's employees, agents, suppliers or third parties) shall be reported immediately to that Party and action taken to identify the source of the breach, close any control gaps, prevent harm to the individual concerned, delete the unauthorised data from the device/storage media and notify concerned parties/regulators as necessary. The Party responsible for the breach shall take responsibility for any resultant consequences/liability arising from such breach.	15.4 On cancellation/termination of the Contract by the Company, the Supplier will immediately return to the Company, any of the Company's property held by the Supplier. The Company may enter the Supplier's premises to recover such property.
<b>14. PROTECTION OF PERSONAL DATA</b>		15.5 Termination of the Contract, however arising, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any provision expressly or implicitly stated to survive termination
14.1 The Company and the Supplier (Collectively "the Parties") undertake to comply with all Applicable Laws relating to data protection, and in particular Data Protection Act No. 24 of 2019 Laws of Kenya and Regulation No. 2016/679 (GDPR).	15. <b>BREACH, TERMINATION ETC.</b>	16. <b>REMEDIES</b>
14.2 The Parties further undertake to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the Personal Data obtained to:	15.1 If the Goods or Services are not supplied or performed in accordance with the Contract the Company may, without prejudice to any other remedy, require the Supplier to supply replacement Goods or reperform Services within 7 days; alternatively or if the Supplier fails to do so the Company may cancel the Contract, require repayment of any part of the Contract price already paid and claim damages for any losses and costs incurred by the Company.	16.1 If any Goods or Services is not supplied in accordance with, or the Supplier fails to comply with, any terms of the Contract, the Company may (without prejudice to any other right or remedy) exercise any one or more of the following rights or remedies, whether or not any part of the Goods or Services has been accepted by the Company:
a) Prevent any unauthorised person from receiving Personal Data;		a) rescind the Order; or
b) Prevent any unauthorised person from having access to computer systems processing Personal Data, and especially:	15.2 The Company may cancel the Contract for all or part only of the Goods or Services by giving written notice to the Supplier at any time before delivery, in which case the Company shall pay the Supplier fair and reasonable compensation for any work-in-progress at the time of termination provided that such compensation shall not include loss of anticipated profits or any consequential loss.	reject the Goods or Services (in whole or in part) and return it to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods or Services so returned shall be paid immediately by the Supplier; or
c) unauthorised reading, copying, alteration or removal of storage media;		
d) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored Personal Data;	15.3 Without prejudice to any other rights or remedies to which the Company may be entitled, the Company may terminate the Contract without liability to the Supplier if the Supplier:	b) at the Company's option, require the Supplier, at the Supplier's expense, either to remedy any defect in the Goods or Services and carry out such other work as is necessary to ensure that the Goods or Services is in all respects in accordance with the Purchase Order or to supply replacement Goods or Services, provided that if the Supplier refuses to remedy the defect in the Goods or Services or to supply replacement Goods or Services within 15 days of receiving such a request, the Company may purchase replacement Goods or Services from another source and the Supplier shall reimburse the Company for all costs and expenses reasonably incurred in doing so; or
e) Unauthorised use of data-processing systems by means of data transmission facilities.	a) commits a breach of any provision of this Agreement that is not capable of remedy;	
f) Ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;	b) commits a breach of any provision of this Agreement and fails to rectify the same within 14 (fourteen) days after receipt of written notice requiring it to do so;	
g) Record which personal data has been communicated, when and to whom;	c) is involved in serious and repeated breaches of the Company safety regulations;	c) refuse to accept any further deliveries of the Goods or Services, without liability to the Supplier; and
h) Ensure that personal data being processed on behalf of their respective employees, agents, suppliers or third parties can be processed only in the manner prescribed by the contracting institution;	d) commits a breach of any provisions of this Agreement and such breach is not capable of remedy;	d) in any case, to claim such damages as it may have sustained in connection with the Supplier's breach of the Contract
	e) becomes insolvent or applies to a court to be adjudged bankrupt or applies for a voluntary winding up or makes any arrangements with	

17.	<b>ASSIGNMENT AND SUBCONTRACTING</b>	20.	<b>MISCELLANEOUS</b>	23.	<b>SEVERABILITY</b>
17.1	The Company may assign the Contract and its rights and obligations to any other company directly or indirectly owned and/or controlled by the Company.	20.1	Nothing in this Agreement will create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between the Company and the Supplier.	23.1	If any provision of the Contract is held by any court or other competent authority to be void or unenforceable, the Contract will continue to be valid as to its other provisions.
17.2	The Contract is personal to the Supplier and the Supplier may not without the Company's prior written consent assign, mortgage, charge or dispose of any of its rights or obligations, or sub-contract or otherwise delegate performance of its obligations. The Supplier will remain fully responsible for any Services and/or Goods provided by a sub-contractor.	20.2	The Contract contains the entire agreement between the parties with respect to its subject matter, and may only be modified by a written document signed by duly authorised representatives of both parties.	24.	<b>NOTICES</b>
17.3	The Supplier will on request provide the Company with full details of any suppliers to the Supplier of goods or services which are or are intended to be incorporated in the Goods and/or Services supplied to the Company.	20.3	The Company may from time to time alter these Conditions in such manner as it determines.	24.1	Any notice required or authorised under these Conditions to be given by a party to the other will be given by delivering it by hand or sending it by pre-paid recorded delivery post to the other party at its registered office and marked for the attention of the Supply Chain Director or to such other address as may be agreed from time to time with an advance copy via email to the Company general email address : corp.info@lafargeholcim.com
18.	<b>THIRD PARTY RIGHTS</b>	20.4	The Supplier acknowledges that, in entering into the Contract, the Supplier does not do so on the basis of, nor rely on, any representation, warranty or other provision except as expressly set out in the Purchase Order.	25.	<b>GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION</b>
18.1	The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.	20.5	A reference to a condition in these Conditions is a reference to a clause of these Conditions	25.1	These Conditions and any Contract of which these Conditions form part will be governed by Kenyan law, and subject to the exclusive jurisdiction of the Kenyan Courts.
19.	<b>HEALTH, SAFETY ENVIRONMENT AND HUMAN RIGHTS</b>	21.	<b>FORCE MAJEURE</b>	25.2	The parties shall attempt to resolve any dispute arising out of or relating to this contract first through negotiations between senior executives of the parties, who have authority to settle the same. If the matter is not resolved by negotiation within thirty (30) days of receipt of a written 'invitation to negotiate', the dispute shall be referred to arbitration by any party.
19.1	It shall be the sole responsibility of the Supplier to ensure the safety of its employees, representatives or agents during performance of its obligations herein;	21.1	The Company may defer the date of delivery or payment, or cancel the Contract or reduce the amount of Goods or Services ordered, if it is prevented from or delayed in carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, epidemic, pandemic, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.	25.3	The dispute shall be determined by the appointment of a single arbitrator to be agreed between the parties.
19.2	The Supplier shall at all times during performance of its obligations observe and comply with prevailing legislation and rules affecting safety, health and welfare of its employees;	22.	<b>WAIVER</b>	25.4	The seat of the arbitration shall be Kenya and the arbitration shall be governed by both the Arbitration Act 1995 or any amendment thereof, and such rules as agreed between the parties. Should the parties be unable to agree on the arbitrator or the rules of arbitration, any party may, upon giving written notice to the other party, apply to the President or Vice President, for the time being, of the Chartered Institute of Arbitrators, Kenya Chapter for the appointment of an arbitrator and for any decision on rules that may be necessary. The seat of the arbitration shall be Nairobi and costs of the arbitration shall be borne equally by the parties but excluding any charges for legal or other representation by or on behalf of the Parties.
19.3	The Supplier shall provide all its employees with suitable Personal Protective Equipment and instruct them on their correct use noting to replace worn out PPE from time to time.	22.1	A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.	25.5	Nothing in this Agreement shall prevent or delay a Party seeking urgent injunctive or interlocutory relief in a Kenyan Court having jurisdiction.
19.4	The Supplier shall ensure that the PPE worn by its employees are of acceptable quality and at all times kept in good state of housekeeping. No torn, worn out or dirty items shall be allowed.	22.2	Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.		
19.5	The supplier warrants that they have read, understood and accepted the Company's Contractor Safety booklet /policy together with all the rules and regulations contained therein	22.3	Any waiver by the Company of any breach of, or any default under, any provision of the Purchase Order by the Supplier shall not be deemed as a waiver of any subsequent breach or default and shall in no way affect the other terms under the Order.		
19.6	The supplier warrants that they have read, understood and accepted the Company's environmental policy/environmental conditions for for execution of works at the Company.	22.4	Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.		

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26. **CODE OF BUSINESS CONDUCT**
- 26.1 The Company is a member of the Holcim Group. The Holcim Code of Business Conduct is a set of standards that applies to all employees, agents and officers of the Holcim Group worldwide (see Bamburi cement website – <https://www.lafarge.co.ke/code-business-conduct>). These standards set out basis rules to guide all employees and officers in carrying out their day-to-day business duties.
- 26.2 The same is expected of all persons the Company transacts with. The Supplier warrants that its operations and business strategies are in line with the principles set out in Holcim Code of Business Conduct and Code of Business Conduct for Suppliers a copy of which is available at <https://www.lafarge.co.ke/code-business-conduct> and it has put in place policies and procedures ensuring that all of its employees comply and undertake to keep complying, in all respects, with these principles.
- 26.3 The Supplier shall establish and maintain precautions to prevent its employees, agents or representatives from making, receiving, providing or offering substantial gifts, entertainment, payments, loans or other consideration to employees, agents or representatives of the Company for the purpose of influencing those persons to act contrary to the best interest of the Company. This obligation shall apply to the activities of the employees of the Supplier and its subcontractors in their relations with the employees of the Company and their families and/or third parties arising from this Agreement.
- 26.4
- 26.5 The Supplier represents and agrees that it will not directly or indirectly in connection with this agreement and any business resulting therefrom, offer, pay, promise to pay or authorize the giving of money or anything of value to a government official, including but not limited to employees of government owned institutions, to any officer or employee of a public international organization, to any political part or official thereof or to any candidate for political office, or to any persons, while knowing or being aware of a high probability that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any of the abovementioned parties for the purpose of inducing such party to use his or its influence to obtain an improper advantage in order to assist the Supplier or the Company in obtaining or retaining business for or with or directing business to the Contractor, Company or any other person in relation to this agreement.
- 26.6 Compliance is fundamental for the Company, which has zero tolerance for bribery and corruption and expects its

Suppliers/Contractors, consultants and other third parties to abide by the principles in the Holcim Code of Business conduct. Any breach of applicable laws, including the Anti-Corruption & Economic Crimes Act (No. 3 of 2003 of the Laws of Kenya, the Bribery Act 2016 of the Laws of Kenya) as well as, to the extent applicable, the French anti-corruption law SAPIN 2 must be promptly reported through the Integrity Line 0800 733255 or <https://integrityline.holcim.com>.

27. **SANCTIONS**

- 27.1 Supplier represents, warrants and undertakes that it complies and will comply with all export control regulations and economic sanctions laws, including but not limited those enforced by the United States, the European Union, Switzerland, the United Kingdom, Canada, Australia, United Nations (hereinafter “Trade laws”).
- 27.2 Supplier confirms that as of the date of this agreement it is not controlled or owned directly or indirectly at 50% or greater level (individually or in the aggregate) by one or more sanctioned parties under the Trade laws.
- 27.3 Supplier represents as of the date of this agreement and throughout its duration that (i) neither the Supplier nor any of its shareholders, affiliates, subsidiaries, directors, officers, employees, or any entity that is 50% or more owned or controlled by any of the aforementioned persons, and (ii) to the Supplier’s knowledge, none of its agents, representatives or other persons acting on behalf of the Supplier, or any entity that is 50% or more owned or controlled by any of the aforementioned persons, is a sanctioned individual or sanctioned entity, or is subject to any trade restrictions or sanctions administered by any country or other relevant sanctions authority.
- 27.4 The Supplier warrants and certifies that it has not sourced, procured or purchased the products subject to this agreement or parts thereof from (i) a sanctioned person under the Trade laws, and that it has conducted all required checks and has performed the appropriate due diligence to determine that such person is not a sanctioned person under the Trade laws, or (ii) from a country or territory that is subject to a trade ban or import ban imposed by U.S., EU, UK, Switzerland, Australia, Canada (list is not exhaustive) under the Trade laws, including but not limited from Iran, Syria, Russia, Crimea, the areas controlled by the so-called Donetsk People’s Republic and Luhansk People’s Republic oblasts of Ukraine.

- 27.5 Without limiting any rights of the Company if at any point in time Supplier is in violation of the Trade laws, the Company is (a) relieved of all obligations under this agreement, (b) where applicable, suspend or have suspended any payment to the Supplier until such time as the Company may lawfully resume payment, (c) may terminate this agreement at its sole discretion, without any advance notice and without payment of any penalty, (d) may claim damages resulting from the breach of this agreement by the Supplier.

[August 2023]