

GENERAL TERMS AND CONDITIONS

These General Terms & Conditions shall govern all sales, supply, delivery, and credit arrangements between Online Foodstuff Store Ltd (“OFSSL”) and the Purchasers of foodstuff from OFSSL.

Transacting with OFSSL after notice of this General Terms and Conditions or Execution of the Registration Form shall constitute full and binding acceptance of these Terms and Conditions.

1. SUPPLY OF GOODS

OFSSL agrees to supply foodstuff and related goods to the Purchaser subject strictly to availability, confirmed orders, and agreed commercial terms. However, OFSSL shall not be liable for failure or delay in supply due to circumstances beyond its control.

2. PRICING

- a. All prices of foodstuff may be subject to change without prior notice, based on prevailing market rates and conditions.
- b. Prices stated on invoices shall be final and binding for the purpose of only that transaction.
- c. Prices of foodstuff already supplied shall not be subject to change.

3. PAYMENT TERMS

- a. Payment for goods is due immediately upon delivery to the Purchaser, unless a written credit facility has been expressly granted by OFSSL.
- b. Where credit facility applies, all invoices must be settled strictly within the approved credit period.
- c. Time shall be of the essence in respect of all payment obligations.

4. DEFAULT IN PAYMENT

- a. Any failure to pay any invoice on or before the due date shall constitute a default.
- b. Upon default, the entire outstanding balance (whether due or not) shall become immediately due and payable without further notice.
- c. Except where otherwise decided by OFSSL in writing, where the Purchaser defaults in payment of any invoice, all other outstanding invoices and sums owed to OFSSL shall immediately become due and payable, whether or not their original repayment dates have become due. OFSSL shall have the right to

immediately demand, recall, and recover all outstanding sums from the Purchaser without further notice.

- d. Upon default, OFSSL reserves the right to:
 - i. Suspend further deliveries
 - ii. Withdraw any credit facility
 - iii. Demand immediate payment of all outstanding sums

5. CREDIT FACILITY

- a. Credit facility is granted solely at the discretion of OFSSL and may be withdrawn at any time without prior notice.
- b. Only a Purchaser who signs the Registration Form and commits to a minimum purchase value, may be considered by OFSSL for credit facility.
- c. Approval of credit does not create any obligation on OFSSL to continue supplying goods on credit.
- d. OFSSL reserves the right to impose or revise credit limits at any time.

6. CREDIT SERVICE CHARGE

- a. All approved credit facilities shall attract a fixed credit service charge of **3.5%** on each invoice.
- b. The credit service charge shall represent the cost of processing and accessing the credit facility from OFSSL.
- c. The invoice for each credit facility extended by OFSSL to the Purchaser shall be fully paid for and cleared within the period as stated in the OFSSL Registration Form.
- d. Where the Purchaser fails, neglects, or refuses to pay and clear any invoice within the approved credit period stated in the OFSSL Registration Form or invoice, the Purchaser shall be liable to pay a default fee of 3.5% per month on the outstanding balance until the invoice is fully paid and cleared.
- e. The service charge shall survive termination of the business relationship between OFSSL and the Purchaser, until the credit facility is fully repaid.

7. PURCHASE COMMITMENT & CREDIT REVIEW

- a. A Purchaser must meet the agreed minimum monthly purchase commitment as agreed in **Clause 5** of the executed OFSSL Registration Form.
- b. Failure to meet the said commitment automatically results in suspension of credit facility in the following month unless otherwise approved in writing by OFSSL.

- c. OFSSL reserves the right to review, vary, suspend, or terminate the Purchaser's right to access its credit facility at any time without liability.

8. QUALITY & RETURNS

- a. It shall be the duty of the Purchaser to inspect all foodstuff supplied and delivered by OFSSL before accepting same. All foodstuff delivered and accepted shall be deemed as being in good condition, subject to the provisions of this Clause.
- b. Where however any foodstuff is discovered to be expired after delivery, such expired foodstuff shall be returned to OFSSL within **24 hours** after delivery, provided the Purchaser shall establish that such foodstuff was purchased from OFSSL and that same was expired at the time of delivery. In the case of damaged goods, same may be returned by the Purchaser within same time frame only if the Purchaser is able to establish to OFSSL that such damage occurred before or during delivery and it was a damage not easily ascertainable by mere inspection at the time of delivery.
- c. The burden of proof with regards to this Clause shall rest strictly on the Purchaser.

9. ORDERS & INVOICES

- a. All purchase orders, invoices, delivery notes, and credit approvals shall form an integral part of this Terms and Conditions for the purpose of proving supplies, purchases and credit facilities extended, or the transaction between the Purchaser and OFSSL.
- b. The Registration Form shall constitute a binding agreement between OFSSL and the Purchaser for the purpose of credit facility arrangements.

10. RIGHT TO REFUSE SUPPLY

- a. OFSSL reserves the absolute right to refuse supply, suspend deliveries, or terminate any arrangement where the Purchaser:
 - i. Defaults in payment
 - ii. Breaches any term of this Terms and Conditions
 - iii. Is deemed, at OFSSL's sole discretion, to be financially unreliable
 - iv. Provides false, misleading, or incomplete information

11. DEBT RECOVERY & ENFORCEMENT

- a. Where the Purchaser defaults in any payment, OFSSL may reclaim any unpaid goods where such goods are identifiable and recoverable, or alternatively claim

payment for the goods as stated on the invoice, together with all applicable charges and recovery costs.

- b. Where the Purchaser defaults in payment, OFSSL shall be entitled to take all necessary steps to recover the debt without further notice.
- c. The Purchaser agrees that all outstanding sums shall constitute a liquidated sum and immediately recoverable debt.
- d. The Purchaser shall also be liable for:
 - i. All legal fees (on a solicitor-client basis)
 - ii. Debt recovery agent fees
 - iii. Administrative and enforcement costs
- e. OFSSL may, without notice:
 - i. Set off any sums owed to the Purchaser against outstanding debts
 - ii. Report the default to relevant credit agencies or third parties
- f. All invoice, receipts and or records shall be prima facie evidence of indebtedness in any recovery proceedings.
- g. Any invoice issued by OFSSL shall be deemed accurate, final, and due for payment if not disputed in writing by the Purchaser within **48 hours** of receipt.

12. LIMITATION OF LIABILITY

- a. To the fullest extent permitted by law, OFSSL shall not be liable for:
 - i. Any indirect, incidental, or consequential loss
 - ii. Loss of profit, business, or goodwill
 - iii. Any delay or failure in performance
- b. OFSSL's total liability (if any) shall not exceed the value of the goods supplied in the relevant transaction.

13. DISPUTE RESOLUTION

- a. The Parties shall use their best efforts to resolve any dispute amicably within **7 (seven) days** of written notice of the dispute.
- b. Where the dispute is not resolved amicably, either OFSSL or the Purchaser shall refer the dispute to the competent courts in Abuja.
- c. The Parties may mutually agree in writing to refer any dispute to arbitration and such arbitration proceeding shall hold in the Federal Capital Territory, Abuja in accordance with the Arbitration and Mediation Act, 2023.
- d. Where the parties mutually decide to refer the dispute arbitration, the decision of the Arbitral tribunal shall be final and binding on both OFSSL and the Purchaser.



- e. Nothing in this clause shall prevent OFSSL from instituting an action for debt recovery, injunctive relief, or enforcement of its rights in any court of competent jurisdiction at any time.

14. GUARANTEE

- a. Where a director, owner, or third party executes a guarantee in favour of OFSSL, such guarantor shall be jointly and severally liable for all obligations of the Purchaser, including payment of all sums due, interest, and recovery costs.

15. CONFIDENTIALITY

All commercial, pricing, and business information exchanged shall remain strictly confidential and shall not be disclosed without prior written consent.

16. GOVERNING LAW

These Terms shall be governed by the laws of the Federal Republic of Nigeria.

17. AMENDMENTS

- a. OFSSL reserves the right to amend or update these Terms and Conditions at any time.
- b. Updated Terms shall become effective upon notification to the Purchaser and where there is continued transaction after such update.

18. SEVERABILITY

If any provision of these Terms is held to be invalid, illegal, or unenforceable, such provision shall be severed and the remaining provisions shall continue in full force and effect.

19. ACCEPTANCE

By executing the Registration Form and/or continuing to transact with OFSSL after notice of an update to these Terms and Conditions, the Purchaser confirms full acceptance of these Terms.