

## General Terms & Conditions for the Provision or Procurement of Commodities

1. **PRICING:** Pricing is based on the world market price or national pricing less a discount where agreed. A further discount or cash back can be agreed with further purchases and/or increasing volumes.
2. **PAYMENT CONDITIONS:** Payment by bank transfer to be received at least ten working days before any sales and export related fees and duties are paid, or payment by cash in person at the point of exchange, unless otherwise agreed. Where no or only part of the payment has been received by the Seller for the goods and transport then the Seller can stop, redirect or return the consignment to the origin at any time.
3. **IMPORT PERMIT:** If an import permit is required then the Buyer shall forward a copy of the said permit to be received seven working days before the loading or the shipment may need to be rescheduled or cancelled. The Buyer is liable for any fees or consequential losses caused by said delay or cancellation.
4. **BANKING FEES:** Any bank charges, commissions or associated fees related to the Buyer's bank, intermediary bank or to the said transfer(s) for payment for the goods are to be paid for by the Buyer. Where the Seller has been charged these fees without written Agreement to the contrary then the Buyer should reimburse the Seller within five working days. The value on the sales invoice is the amount that is to be received by the Seller. The cost of any official stamps required on documentation will be invoiced to the Buyer.
5. **QUALITY ASSURANCE:** Every shipment will be accompanied by official documentation certifying its quality. Buyers have the right to inspect the goods at our or agreed premises, accompanied by a field expert, prior to making payment. In cases concerning mineral purity confirmation, clients may attend the official assaying process. Should the Buyer dispute the received goods' quality, they are required to follow the procedures outlined in our Complaints Policy, as specified in these terms and conditions.
6. **COMPENSATION:** If the quality or quantity of the goods delivered falls short of the agreed terms, the Seller agrees to compensate the Buyer, including refunding any prepayments, within thirty days of receiving the claim as per the Agreement. Failure to submit a claim within three working days of delivery will be deemed as the Buyer fully accepting the consignment. The Seller may, at their discretion, offer compensation by increasing the volume of products in a subsequent shipment. In case of delayed or halted payments by the Buyer, the Seller reserves the right to delay or halt deliveries, or terminate the Contract and seek full compensation for any remaining undelivered consignments, even if disposed of or sold at a loss, with the Buyer liable for any resulting losses.
7. **TRANSPORT:** Suitable transportation will be provided for by the Seller except where the Sale is EXW (Incoterms 2020) where no transport provision will be made by the Seller. Goods will be packed and labelled according to national and/or international export industry norms. On receiving the consignment, the Buyer must return copies of the signed and stamp documentation, if not immediately, no later than two working days showing receipt of the goods.
8. **RIGHT TO PURCHASE WITHOUT OBLIGATION:** In the event that INPIN AFRICA is acting as the buyer, it is hereby understood and agreed that INPIN AFRICA retains the right, but not the obligation, to purchase the commodities from a Producer, Seller or Provider. This provision applies to any and all Soft Corporate Offers (SCO), Full Corporate Offers (FCO), Sales and Purchase Agreements (SPA), or any other Contracts or Agreements signed by INPIN AFRICA. Consequently, INPIN AFRICA is not bound or committed to complete the purchase of the commodities despite any prior documentation or Agreements indicating potential intent to purchase. This Clause supersedes any conflicting terms within the aforementioned documents.
9. **FORCE MAJEURE:** A Party shall not be liable for any failure of or delay in the performance of the Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event occurring before the consignment(s) departure. The current Force Majeure Clauses of the International Chamber of Commerce are hereby incorporated. This does not include problems related to border controls preventing or causing delays of any consignment or shipment crossing from one country, member state or region to another, this being the Buyer's responsibility to find another point of border exit or entry. Any costs incurred as a result of such where the Seller has organized or has responsibility for the transport will be refunded by the Buyer.
10. **CONFIDENTIALITY:** All supplies are to be kept confidential by the Buyer, and the Buyer's agent(s) or agency, and the transfer of any details about our activity, collaboration, business, business relationship or any other information is strictly prohibited and must not be made with any third party whatsoever except where required by border controls or other government agencies. No direct contact with the personnel of our farms and mines, Contract or otherwise, nor any details relating to them, are not to be used or disclosed to anybody except for the direct purpose of producing the required documents, this applying to Buyer, agent(s) and/or agency.
11. **NON-CIRCUMVENTION:** The Parties agree not to circumvent or bypass INPIN AFRICA ("Company") in any transactions introduced by the Company, whether the Company acts as buyer, seller, proxy buyer, proxy seller, or facilitator.
  - i. **Direct Dealings:** No direct or indirect transactions with any entity introduced by the Company without explicit written consent.
  - ii. **Confidential Information:** Confidential information, contacts, or introductions provided by the Company shall not be used to finalize transactions independently.
  - iii. **Duration:** This Clause is effective for the term of this Agreement and three (3) years thereafter.
  - iv. **Remedies:** Breach of this Clause entitles the Company to seek equitable relief, including injunctive relief, specific performance, and monetary damages.
  - v. By entering this Agreement, the Parties agree to comply fully with this non-circumvention Clause.

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12. **MODIFICATION RIGHTS:** *The Seller reserves the right to modify any Sales and Purchase Agreement (SPA), Agreement, or Contract at any time before it is signed by all Parties, irrespective of any terms outlined in the Full Corporate Offer (FCO) and even if the FCO has already been signed, provided that the FCO was not signed within five (5) working days before the SPA is signed by the other Party(ies). After the SPA is signed by all Parties, any further modifications shall require the written Agreement of all Parties.*
13. **TERMINATION & CANCELATION:** *Unilateral termination of any Contract in force is not allowed except for cases directly stipulated in the present Terms & Conditions or as agreed or as per the current legislation, except where there is not sufficient production for the supply. No refund of any prepayment will be made for any cancellation by the Buyer of any consignment, shipment or Contract. If possible, the said shipment(s) will be rescheduled by the Seller but if the Seller is unable to do this then the said Shipment(s) or Contract(s) is classed as a cancellation and no refund will be made to the Buyer of any advance payment and the total or remaining value of the Contract is to be transferred to the Seller within thirty days from the date of notification of cancellation along with any further losses and consequential costs calculated and incurred by the Seller.*
14. **COMMUNICATION:** *The present Terms & Conditions and all applications, amendments, waivers and supplements of any provision and additional Agreements thereto, as well as other documents related to the fulfillment of each Contract shall be valid and binding for both the Seller and Buyer (the Parties) where such written correspondence, by post, facsimile or electronically, is with an official officer, director or administrator of the Seller and where both Parties have expressly agreed in writing except for a non-written response by the Buyer within two working days, or less where time is of the essence, of the Seller's communication in which case the Seller's communication is deemed as accepted by the Buyer. Any communication from the Buyer including official officers, employees, Contract workers and agents is deemed as valid and binding.*
15. **USE OF AGENCIES:** *Where there is an Agent, Mandate or other intermediary (Mandate) involved then they are obligated to acquaint themselves, and shall duly apprise the Buyer to acquaint himself/herself with the Seller's General Terms and Conditions, accessible on the Seller's website, prior to executing any Agreement including any Agreement with the Mandate himself/herself. In the absence of such familiarization, in cases of conflicting assertions concerning payment terms, wherein the Mandate(s) or Buyer contends for full payment post-delivery or receipt of the Goods, or if any assertion contravenes the publicly available General Terms and Conditions of the Seller, the executed document, Agreement or Contract shall be rendered null and void unless expressly contradicted in writing by the Seller.*
16. **TRANSFER OF RIGHTS:** *Neither of the Parties are entitled to transfer its rights and obligations under any Contract to a third Party without written consent from the other Party except as allowable under the Contract. Transfer of ownership of the goods occurs only once full payment has been received by the Seller.*
17. **MORAL AND ETHICAL CONDUCT:** *INPIN AFRICA reserves the right to terminate this Agreement immediately without liability if the other Party(ies), Buyer or Seller or other associated Party, engages in any conduct that, in the reasonable opinion of INPIN AFRICA, could adversely affect the reputation, integrity or standing of INPIN AFRICA. Such conduct includes, but is not limited to:
  - i. Engagement in illegal activities, including but not limited to money laundering, fraud, or corruption.
  - ii. Publicly reported incidents of discrimination, harassment or unethical business practices.
  - iii. Violation of international sanctions or involvement in conflicts that contradict INPIN AFRICA's values or business ethics.In the event of such termination, INPIN AFRICA may, at its sole discretion, retain any payments made by the other Party(ies) as liquidated damages and pursue further legal remedies as necessary.*
18. **PROFESSIONAL CONDUCT:** *The Buyer agrees to a conduct conducive with due regard to public conventions and morals within the business community and agrees to not do or commit anything tending to degrade the Seller in the business community or bring the Seller into public hatred, contempt, scorn or ridicule, or tending to shock, insult or offend the business community or outrage public morals or decency, or tending to the prejudice of the Seller or the industry. In the event that the Buyer violates any term or provision of this Clause, then the Seller or its parent company has the right to cancel and annul the Contract in force by giving five (5) working days' notice to the Buyer of its intention to do so and to take any action as a consequence of any direct, indirect or envisaged damage caused to or any threat thereof whether it be direct, consequential and/or reputational.*
19. **HEADINGS:** *Any heading including section or paragraph headings are for reference purpose only and shall not in any way affect the meaning or interpretation of any Clause of the present Terms & Conditions and nor the Contract.*
20. **TERMINOLOGY:** *The term 'Contract' may be used interchangeably with 'Agreement', 'Agreements', 'Job', 'Jobs', 'Sale', 'Sales', or 'Final Confirmation', and is considered supplementary to these Terms & Conditions. The terms 'Buyer', 'Seller', or 'Party' may refer to, as context requires, the Principal, Proxy Seller, Supplier, Buyer of Record, Facilitator, Paymaster, Buyer Consultant or Supply Allocator.*
21. **POLICIES:** *Please visit our website to see our Privacy Policy and other policies, act and notices that we adhere to.*
22. **INVALIDITY:** *Should any part, term, provision or Clause of the present Terms & Conditions be declared invalid, void or unenforceable to any extent, all remaining parts, terms, provisions and Clauses hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. Where any Clause or part of a Clause in the Contract conflicts or contradicts any Clause or part of a Clause in the present Terms & Conditions then the Clause or that part of the Clause in the Contract will prevail. In the case of a part of a Clause prevailing then the remainder of that Clause in the present Terms & Conditions will prevail.*

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23. **COMPLAINTS POLICY:** *We strive to deliver exceptional products and services to all our clients. In the event of any issues, the Buyer is required to promptly notify us. Any disputes arising from a Contract or any Agreement resulting from a sale or purchase confirmation, whether electronic or otherwise, including questions regarding its validity, existence, or termination, shall be resolved through arbitration under the jurisdiction of either the Courts of England and Wales, the Courts of the United Republic of Tanzania, or governed by the London Court of International Arbitration (LCIA) Rules or the International Chamber of Commerce (ICC) dispute resolution service. The choice of jurisdiction among these options will be determined by the INPIN AFRICA. Prior to initiating arbitration proceedings, the parties agree to follow our established complaints procedure.*
- i. *In the first instance, the Seller shall receive communication and notification of a complaint, according to the Clauses within the said Terms & Conditions, via [customercare@inpinafrica.com](mailto:customercare@inpinafrica.com) or other permitted channel of communication, as stated in the said Terms & Conditions, and the Seller must acknowledge and confirm receipt of the claim within five working days enclosing a copy of our complaints policy. The Seller has eight weeks to consider the Buyer's complaint.*
  - ii. *Any claim regarding quality or defect the Seller has the right to send an inspector to the site, funded by the Buyer, to examine any goods unfit for purpose before any claim is paid. In such event where the inspector does not conclude in favour of the Seller then all costs of the inspector's trip and time will be reimbursed by the Seller at the standard industry consultancy rate plus all expenses.*
  - iii. *The Seller will then investigate the Buyer's complaint and respond within 21 working days. This will normally involve passing the Buyer's complaint to our client care director who will review the complaint and investigate accordingly. The procedure may specify that on occasions further time may be required, in which case the complainant should be notified of this in writing.*
  - iv. *The Buyer may then be invited to a meeting to discuss and hopefully resolve the complaint amicably. This will normally be within 21 working days of sending the Buyer the acknowledgement communication. Within three days of the meeting, the Seller will write to the Buyer to confirm what took place and any solutions that have been agreed with the Buyer.*
  - v. *If the Buyer does not want a meeting, or it is not possible, then the Seller will send the Buyer a detailed written reply to the Buyer's complaint, including suggestions for resolving the matter within 21 working days.*
  - vi. *At this stage, if the Buyer is still not satisfied, the Buyer should contact the Seller again and the Seller may suggest for a United Kingdom Civil Mediation Council (CMC) registered mediator, [civilmediation.org](http://civilmediation.org), or ICC appointed mediator, [iccwbo.org/dispute-resolution/dispute-resolution-services/adr/mediation](http://iccwbo.org/dispute-resolution/dispute-resolution-services/adr/mediation), suitably qualified and/or experienced in cross-border dispute resolution, and unconnected with both the Seller and the Buyer (the participants), to review the matter for mediation which will occur within a reasonable period of time, and which can be conducted in person or via video conferencing.*
  - vii. *If the Buyer is still not satisfied then the Buyer can refer the matter for judicial review and resolution to the jurisdiction option chosen by INPIN AFRICA, which Rules are deemed to be incorporated by reference into this Clause respectively.*
24. **FACILITATION & LIABILITY:** *Where INPIN AFRICA acts solely as a facilitator in a transaction - whether for payment, product exchange or related services - only the terms applicable to service provision shall apply. This remains the case even if INPIN AFRICA has not expressly stated its role as a facilitator but where its function is evident by the nature of the transaction, such as when both buyer and seller are directly involved. In such cases, INPIN AFRICA bears no responsibility for product quality, supplier performance or any other aspect of the sale. The buyer agrees to indemnify INPIN AFRICA against any claims arising from product discrepancies and shall seek recourse directly against the respective supplier or producer.*
25. **GENERAL:** *These Terms & Conditions supersede all previous versions and take effect immediately upon issuance. Updated versions may be published periodically and will be available upon request or on our website. Any prior negotiations, correspondence or Agreements between the Seller and the Buyer that are inconsistent with these Terms & Conditions are hereby null and void, except where they pertain to any active and current Agreement or Contract. In the event of a conflict between any provision in an active Agreement or Contract and these Terms & Conditions, the provisions of the active Agreement or Contract shall prevail.*

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