



PWANI OIL PRODUCTS LIMITED – SUPPLIER TERMS AND CONDITIONS

Effective Date: As per LPO or Contract

Website: www.pwani.net

These Terms and Conditions (“Terms”) apply to all suppliers providing goods or services to Pwani Oil Products Limited (“POPL” or “the Company”). By engaging with POPL, each supplier agrees to comply with the following:

1. General Compliance

Suppliers must operate in compliance with all applicable laws, regulatory standards, tax obligations, food safety, and industry norms in Kenya. POPL expects transparency, accountability, and ethical conduct throughout the supply chain.

2. Procurement Fraud Advisory and Verification

To protect our suppliers and stakeholders from fraud:

- a) All LPOs must be verified with the POPL Procurement Department before dispatch or delivery of goods/services.
- b) Official POPL communication will originate only from @pwani.net email addresses. Any message from free/public domains (e.g., Gmail, Yahoo) should be treated as suspicious.
- c) Verification can be done by emailing procurement@pwani.net or contacting the official line: +254 709 294 100.
- d) POPL will not be liable for any loss or damage resulting from failure to verify LPOs or communication sources. This responsibility lies solely with the supplier.
- e) For collection of goods by POPL, truck registration, driver details, and authorization will be communicated by our Logistics Team via logistics@pwani.net or other official emails. Suppliers must match these with the delivery note.

3. Purchase Orders and Documentation

Suppliers must deliver goods/services strictly upon issuance of a valid Local Purchase Order (LPO). All deliveries must include:

- a) A signed and ETR-compliant invoice referencing the correct LPO number.
- b) A delivery note matching the order and collection instructions.
- c) Quality certifications and certificate of conformity where applicable.

4. Delivery and Collection

- a) Goods must be delivered to official POPL-designated sites only.
- b) Deliveries and collections must occur within agreed timelines and during official working hours.
- c) Goods collected by POPL or its agents must reflect matching details on the delivery note, as previously communicated by the Logistics or Procurement Team.

5. Packaging and Product Standards

All goods must be:

- a) Properly and securely packaged to prevent damage or contamination during transport and handling.
- b) Labeled with batch numbers, production dates, and certification details.
- c) Supplied in accordance with POPL's specifications and safety standards.

6. Inspection, Acceptance & Corrective Action

POPL reserves the right to:

- a) Inspect or test goods before or after delivery.
- b) Reject non-conforming or defective goods.
- c) Issue Supplier Corrective Action Requests (SCARs).
- d) Require corrective measures at the supplier's cost within a specified period.

7. Payment Terms

- a) Payment shall be made within the agreed period after the invoice has been approved.
- b) Payments are subject to prevailing tax deductions (e.g., Withholding VAT).
- c) POPL will not honor any price adjustments or claims unless previously approved in writing.

8. Warranties and Quality Assurance

Suppliers warrant that:

- a) Goods/services are free from defects and fit for purpose.
- b) Supplied items meet agreed standards and are safe for intended use.
- c) Their facilities are certified and compliant with applicable quality standards (e.g., ISO).

- d) Any changes to facilities, processes, or certifications will be promptly communicated to POPL.

9. Audits and Site Access

POPL may conduct audits at supplier facilities to verify compliance with contractual terms, food safety, and quality standards. Suppliers must grant reasonable access upon request.

10. Indemnity

Suppliers shall indemnify POPL from any losses, claims, liabilities, or damages resulting from defective goods, negligence, regulatory breaches, or fraud.

11. Confidentiality

All commercial, technical, and operational information exchanged with POPL must remain confidential unless disclosure is required by law or agreed in writing.

12. Data Protection and Privacy

- a) POPL shall collect and process personal and business data of the Supplier (including but not limited to contact details, director/shareholder information, tax compliance records, bank details, and performance history) strictly for the purpose of supplier onboarding, contract management, payment processing, compliance, and legitimate business operations.
- b) By engaging with POPL, the Supplier acknowledges and consents to:
 - The lawful collection, use, and storage of its data by POPL for procurement-related purposes.
 - Sharing of such data with internal departments, regulatory authorities, banks, professional advisors, and third-party service providers strictly on a need-to-know basis and subject to confidentiality obligations.
 - POPL conducting due diligence checks, including background verification and credit evaluations.
- c) POPL shall implement reasonable technical and organizational measures to ensure the confidentiality, integrity, and availability of Supplier data and shall process such data in compliance with the Data Protection Act, 2019.
- d) Suppliers may contact Aliasger.bharmal@pwani.net to exercise their data rights, including access, correction, or restriction of processing, as provided under the law.

13. Force Majeure

Neither party shall be liable for delays or failure to perform obligations due to causes beyond their reasonable control, including natural disasters, strikes, or government actions.

14. Termination

- a) POPL may terminate its engagement with a supplier: With notice for convenience or Immediately for breach, fraud, misconduct, or reputational harm.
- b) All advance payments must be refunded upon termination if goods/services are not delivered.

15. Governing Law and Dispute Resolution

- a) These Terms are governed by the laws of the Republic of Kenya.
- b) Disputes will be resolved amicably in the first instance. If unresolved, they may be referred to Kenyan Courts for resolution in accordance with Kenyan law. POPL may seek interim relief in court where necessary.

16. Non-Assignment

Suppliers may not assign or subcontract their obligations without POPL's prior written consent.

17. Disclaimer and Limitation of Liability

POPL shall not be liable for any loss arising from reliance on unverified instructions or fraudulent communications. Suppliers must ensure all procurement communications and documents are verified as outlined above.