Sendforce Logistics Ltd

This FULFILLMENT SERVICES CONTRACT

Sendforce Logistics Limited (hereinafter referred to as "the Company" in which expression includes its representatives, agents and assigns) and users of Sendforce Logistics services (hereinafter referred to as "the Client" in which expression may its representatives, agents and assigns)

WHEREIN -

1. The Company provides direct-to customer order fulfilment services which may also include storage, packing and shipping the said products to the Client's customers.

2. The Client is in the business of Manufacturing and/or selling regulated and genuine Products.

3. The Client desires to retain the services of the Company to store, pack and deliver its products to its clients as so requested and/or ordered.

4. The Company has agreed that upon satisfying the financial considerations and sufficiency as agreed upon parties after due consultation, it shall the use best practices within its available sources to provide storage, packing and delivery services to the Client, subject to the terms and conditions of this Fulfilment Services Contract as herein stated.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS –

5. That this Fulfilment Service Contract shall, subject specifically to Clauses 10 and 12; and all the terms and conditions of herein stated in this contract, operate uninterrupted from and, shall be subject to an automatic renewal.

6. The Company shall provide the following services to the Client – a. Receive and take inventory of Products (hereinafter referred to as **"Inventory" or "Product" as the expression so requires**) for delivery to end-users from the Client.

b. Provide storage facilities for the Inventory in the Company's warehousing facilities (hereinafter referred to as "the Fulfilment Centre").

c. Upon notification by the Company of a purchase of Products by a customer, Sendforce Logistics Limited will pick and package the Products from the available Inventory and ship such Products directly to the customer.

7. The Client shall maintain and fund a SendForce Wallet which shall be used as Pre-Payment for the storage, preparing and delivery of the Products.

PROVIDED that –

a. The Company shall send invoices to the Client every month, on a prescheduled date and time in accordance with its operational policies.

b. Where the Wallet is not appropriately funded, the Company shall notify the Client of its intention to suspend its service to the Client unless the issue is rectified within 5 working days from the date of receipt of the notification. PROVIDED that the Company shall continue to provide Fulfilment Services where –

I. The customer communicates its intention to fund the Wallet on or before the close of work of the 3rd Working Day from the date of such notification of lack of funds.

II. The customer

IT IS HEREBY ALSO AGREED THAT –

8. The Obligations, Rights and Liabilities of the Company are as follows: a) The Company shall use the agreed and appropriate materials to store and prepare the Products for delivery.

PROVIDED that the Company –

i. may change the type of material where it deems same necessary for the purposes of the protection of its staff, the product, or the environment; and

ii. communicate same to the Client within 3 working days of the said change.

b) The Company reserves the right to refuse to offer services to the Client where -

i. it is of the opinion that the Products may be hazardous to its staff or the public; or may contain illegal or banned products; and

ii. the notification of intention to suspend services as referred to in Clause 6b has expired without any satisfactory response from the Client.

c) the Client refuses to fund its SendForce Wallet or make any other payments for which it is liable to the company after the expiration of the moratorium period.

d) The Company shall maintain a ledger giving proper and accurate accounts of all products within its custody including all orders shipped and received; and shall send such ledger to the Client at the end of every month and/or at any other time requested by the Client. PROVIDED that the Client shall notify the Company of its intention to inspect the ledgers not less than 3 working days from the time it so intends to do.

e) The Company shall facilitate and receive any Returned or Rejected Product by the End-User; and shall communicate same to the Client. PROVIDED that where the parties agree that the products shall remain with the Company, same shall be recorded in the ledger under the same operational and financial terms and conditions as earlier agreed upon.

f) The Company shall maintain an insurance policy against loss as a result of Fire and Burglary of not more than N5, 000= (Five Thousand Naira only) per item for all Products held as Inventory in its Fulfilment Centre. PROVIDED that where either Party is of the opinion that the Products require additional insurance, it shall notify the other Party at the commencement of this contract or at any other relevant time; and the Client shall be liable to all additional insurance premiums that may accrue notwithstanding the Party who recommended the said additional insurance.

g) The Company shall utilize that all reasonable methods and best practices to ensure that the shipment is delivered according to the

normal delivery schedules and in the original condition of the shipment. The Company shall utilise all reasonable methods and best practices to ensure that the shipment is delivered according to the normal delivery schedules and in the original condition of the shipment.

PROVIDED that -

i. the Company shall not be liable in any event for any consequential loss or damage including but not limited to lost profit, loss of income, loss of interest, loss of future business, loss of market, loss of reputation, loss of commercial personal value, incidental, special or consequential damages or loss howsoever arising including but not limited to delay, mis delivery or non-delivery of the shipment whether the risk of such loss or damage was brought to our attention before or after acceptance of the shipment since special risks can be insured by the consignor.

ii. that where the Client fails within seven (7) days from the estimated delivery time of any loss, delay, mis-delivery or delay occurring to the shipment to submit a claim in writing to the company's registered office by registered post, express courier or physically delivering the letter at the company's office, the Company shall reserve the right to refuse to indemnify the Client for any loss or damage or delay claimed.

h) The Company shall not be liable for the loss or damage of the shipment or any part of it where same results from circumstances beyond the reasonable control of the Company, including –

i. Acts of God including earthquakes, storms, floods, fire, disease, cyclones, fog, snow or frost, perils of the air, mechanical delays, acts of war, strikes, adverse weather conditions, hostilities, civil commotions, industrial actions, accidents, acts of public enemies, embargoes, riots, local disputes or civil commotion;

ii. National or local disruptions in road transportation networks and mechanical problems to modes of transport or machinery or bad roads;

iii. Latent and/or inherent defects in the contents of the shipment;

iv. Criminal acts of third parties such as theft and arson; Acts or omissions or those of third parties including any breach by the customer (or any other party claiming interest in the shipment) or the customer's obligations under these terms and conditions and in particular the warranties set out herein.

v. An act or omission of any authority or agent of government whether or not the contents of the shipment consist of any prohibited item, whether or not the Company accepted to ship the consignment.

I. Where the destination address provided by the customer is inaccessible and/or cannot be found; and/or the End-User cannot be reasonably identified or located or refuses delivery, the Company shall communicate this fact to the Client within 48 working hours from the time that the said inaccessibility or the inability to find the destination address is discovered; and shall request for further instructions or clearer details to ensure that the shipment reaches its final destination; and in the absence of any other further instructions from the Client, the Company shall return the product to its Fulfilment Centre under the Inventory account of the Client and subject to the terms and conditions as was afore agreed by the Parties.

9. The Obligations, Rights and Liabilities of the Client are as follows: A. the Client shall, at its own expense, maintain all certifications, credentials, licenses and permits necessary to conduct its business relating to the sale of its Products.

B. The Client shall receive directly from the End-User all costs and fees due with regards to the Products and the delivery of same. PROVIDED that where it is agreed that the Company accept or receive same on its behalf, the parties shall enter into a supplementary contract in this regard and shall also be subject to same.

C. Subject to the Company's Data Privacy Policies and the jurisdiction'sfinancial regulations at the time in force, the Company shall provide the Client with secure, convenient methods and

avenues to fund the SendForce Wallet and make any other payment processing in compliance with this contract. PROVIDED that the Company shall not be held liable for any inability to fund the wallet or make any other financial transactions.

D. Subject to the overriding provisions of any law and/or enactment or order of court; and any other contract entered into with a third party in respect of the Product, the Client retains all ownership rights in the Products until such a time as the said products are delivered to the End-User and shall enjoy all ownership rights of same.

E. Subject to the provisions of Clause 12 of this Contract, the Client shall declare all information necessary and required for registration, storage and delivery of the Products including but not limited to the contents and/or ingredients of the Products were necessary; and shall provide the Company with any proof of any certifications or licences that may be required to trade with such products. The client also undertakes to –

i. Inform the Company of any change in important contents or ingredients where necessary or deemed hazardous to the staff or public; and/or

ii. Change in any other information that may significantly affect the terms and conditions of this Contract.

F. The Client shall be liable –

i. for the use of its (physical and online) accounts and all activities that occur therein; and shall notify the Company as soon as it becomes aware that same may have been compromised. PROVIDED that the Company shall not be liable for any losses that may occur in the course of such unauthorised and illegal use.

ii. For any errors in shipping and/or delivery rates which may occur resulting from the inaccurate or incomplete information. PROVIDED that the Company shall notify the Client of the inaccuracy or the difficulty of using the said information not more than 3 working days from the time that such fact was

so discovered.

10.PAYMENT ON DELIVERY

10.1 Subject to the Company's right of refusal,the Client may request that for and on its behalf, the Company shall receive any payment upon delivery of the product.

PROVIDED that in such cases, the Company shall be entitled to a charge of 3% of any and all such payments, deductible before the remittance to the Client.

10.2 Subject to Clause 10.1 above, the Parties agree that the Company shall remit the payments less all deductibles bi-weekly; and shall render monthly accounts of all payments and all deductibles accruing to the Client.

PROVIDED that where the Client disputes all or any part of the said account, the Company shall -

A. be notified of such dispute within 3 working days of receipt of the accounts.

B. initiate a meeting for the reconciliation of such dispute within 3 working days of the receipt of any disputes in the accounts.

PROVIDED also that where any such dispute remains unresolved, either party may elect evoke the provisions of Clause 12 and 13 of this agreement.

11.RENEWAL

Subject to any supplementary contract that the Parties may have entered to and in the absence of any notification of termination, this Contract shall be automatically renewed upon the expiration of its current term. PROVIDED that where any party intends to terminate this contract, same must be communicated not less than 7 days from the date of expiration of the current operating term.

12.DISPUTES

In the events of any disputes or disagreements relating to the Inventory, Accounts and procedures in relation to the performance of this Contract,

the dissatisfied party shall notify, in writing, the other party of the disagreement or problem; and the other party shall, within 7 days from the date of receipt of the notice, communicate its intentions to the dissatisfied party.

PROVIDED that where the dispute or disagreement remains unresolved, the parties shall be subject to Clause 13 of this contract.

13.TERMINATION

A. Where either Party to this contract exercises its right to terminate the Contract, it shall communicate its intentions to the other party in the manner described in Clause 16 of this contract and shall before the expiration of the notice of the termination, hand over all properties in its custody.

B. In the event of such termination –

i. the Company shall prepare and render the Final Inventories and Accounts for the Client

ii. the Client shall return all properties of the Company and shall cause its Products to be removed from the Company's Fulfilment Centre

PROVIDED that where the Client fails to remove all or any of its products from the fulfilment Centre within 30 days from the date of Termination of this Contract, the Company reserves the right to deem the said Products as unclaimed goods or shipments which remains in their custody after 30 days and shall exercise its right to lease, sell or destroy same.

14.GOVERNING LAWS AND DISPUTES

Any dispute arising under or in any way connected with these terms and conditions shall be subject to the non- exclusive jurisdiction of the court and governed by the Law of the jurisdiction of the origin of the shipment. PROVIDED that the parties agree to be subjected to, in the first instance, to the LMDC Mediation Procedure Rules or such other Rules as mutually agreed by the Parties for further adjudication. PROVIDED also it is agreed that parties shall bear their respective costs of the Mediation process.

15. CONFIDENTIALITY

The Parties agree that all Confidential Information made available to the other party for the purpose of fulfilling the terms and conditions of this contract shall not be disclosed to a third party for any purpose other than where required by Law or by order of court or where requested by any authorised regulating or policing authority.

16. MODE OF COMMUNICATION

The parties agree that the mode of communication shall be in writing or where necessary, oral and shall be through the contact details provided by the customer in the Waybill.

PROVIDED that subject to the overriding provisions of any statute or law, the Disclosing Party shall inform the other party of such disclosure.

I confirm that I have read and understood the terms and conditions of this Fulfilment Services Contract herein contained; accept same; and agree to be bound by the terms and conditions as set out herein.