



STANDARD TERMS & CONDITIONS OF PURCHASE
(MATERIALS SUPPLY)

IMS Ref: LEM-PRC-01-PO-002-A

Standard Terms & Conditions of Purchase (Materials Supply)

Applicable to all Purchase Orders issued by Lambert Electromec Ltd. ("Purchaser")

1. General

1.1 These Terms apply to all Purchase Orders (POs) issued by the Purchaser for materials supply.

1.2 Acceptance of the PO constitutes full acceptance of these Terms. Any additional or inconsistent terms proposed by the Supplier shall be void unless agreed in writing by the Purchaser.

1.3 No amendment or variation shall be valid unless issued in writing by the Purchaser's authorized representative.

2. Supply and Delivery

2.1 The Supplier shall deliver all materials strictly in accordance with the PO, including specifications, quantities, and delivery schedule.

2.2 Where applicable, the agreed **Incoterms (e.g. EXW, FOB, CIF, DDP)** shall govern delivery obligations, transfer of risk, and insurance responsibilities.

2.3 The Supplier shall ensure that materials are properly packaged and labelled to prevent damage or deterioration during transit and storage.

2.4 Time is of the essence. The Purchaser reserves the right to cancel the PO or impose reasonable penalties for late delivery unless delay is due to causes beyond the Supplier's control and promptly communicated.

3. Inspection and Acceptance

3.1 All materials are subject to inspection and approval at the point of delivery or upon arrival at the Purchaser's designated facility.

3.2 The Purchaser may reject and return, at the Supplier's cost or risk as applicable under the agreed delivery terms, any materials that are defective, damaged, non-conforming, or not in accordance with specifications.

3.3 Title and risk shall pass to the Purchaser as per the agreed Incoterms or, where not specified, upon written acceptance after inspection.

4. Price and Payment

4.1 Prices stated in the PO are **fixed, firm, and inclusive** of all charges (delivery, packaging, taxes, levies, etc.).

4.2 No additional costs shall apply without the Purchaser's written approval.

4.3 Payment shall be made **as per the terms agreed in the PO** and subject to receipt of valid documentation (invoice, delivery note, and where applicable, import/shipping documents).

5. Warranties

5.1 The Supplier warrants that all materials are new, of merchantable quality, fit for intended purpose, and free from defects.

5.2 Warranty terms and duration shall apply **as stated in the manufacturer's or supplier's standard warranty** or as otherwise agreed in the PO.

5.3 The Supplier shall assist the Purchaser in exercising any applicable warranty or after-sales claim with the manufacturer.

6. Compliance and Safety

6.1 The Supplier shall comply with all applicable Nigerian laws, regulations, and standards relating to quality, safety, and environmental protection.

6.2 The Supplier shall ensure safe loading, transport, and offloading of materials **where such responsibility falls under its agreed delivery obligations (e.g. for DDP or CIF deliveries)**.

7. Insurance and Indemnity

7.1 The Supplier shall maintain adequate insurance coverage for public liability, product liability, and goods in transit.

7.2 The Supplier shall indemnify and hold the Purchaser harmless from any claim, loss, or damage arising from defective materials, non-performance, or negligence.

8. Termination

8.1 The Purchaser may terminate the PO in whole or part by written notice if the Supplier fails to comply with these Terms or deliver on time.

8.2 Upon termination, the Purchaser may procure replacement materials and recover any cost difference from the Supplier.

9. Force Majeure

Neither party shall be liable for delay or failure due to causes beyond reasonable control, provided written notice is given promptly and efforts are made to mitigate impact.

10. Governing Law

This Purchase Order shall be governed by and construed in accordance with the laws of the **Federal Republic of Nigeria**, and any dispute shall be subject to the **exclusive jurisdiction of Nigerian courts**.