

GENERAL TERMS AND CONDITIONS

These Terms and Conditions (T&Cs) govern all offers, agreements, and legal relationships between Alifra Limited and its Customers, overriding any customer-specific conditions unless expressly agreed in writing. The agreement terms prevail over conflicting T&Cs.

1. Definitions:

- **Agreement:** Contract obliging Alifra Limited to make a Delivery.
- **Customer:** Natural or legal person contracting or negotiating with Alifra Limited for Delivery.
- **Delivery:** Goods, works, and/or services supplied by Alifra Limited.
- **Alifra Limited:** Alifra Limited any entity controlling, controlled by, or under common control with it, also using these T&Cs.
- **Price(s):** Consideration owed to Alifra Limited for Delivery.

2. Applicability

- These T&Cs apply to all offers, quotations, agreements, and legal acts between Alifra Limited and the Customer. Written modifications or additions by Alifra Limited are required. Customer's general conditions are expressly excluded.

3. Offer and Agreement Formation

- Alifra Limited's quotations/offers are non-binding and revocable/modifiable anytime.
- An Agreement forms only upon Alifra Limited's explicit acceptance (written confirmation or commencement of performance).
- Alifra Limited's confirmation is full contract proof, unless Customer objects in writing within three working days. If Alifra Limited doesn't confirm within ten days, Customer's confirmation is full proof, unless Alifra Limited objects within three working days.
- Offer information (e.g., weights, quantities) is non-binding unless expressly stated; Alifra Limited is not liable for deviations.
- Offers rely on Customer's data; Customer warrants accuracy and completeness, bearing liability for resulting costs/delays. Customer must promptly notify Alifra Limited of offer/confirmation errors.

4. Price

- Agreed Price covers only specified Delivery; extra goods/services are excluded.
- Prices generally exclude packaging, shipping, transport, travel, border costs, loading/unloading, taxes, levies, VAT, testing, and certification, unless stipulated. Customer bears costs for specific packaging/labelling/stamping/palletizing requirements.
- Alifra Limited can adjust prices pro rata if initial assumptions are incorrect/incomplete, or if factors (e.g., laws, labour costs) change.
- Increased VAT or governmental taxes/levies are chargeable to Customer.
- Unless otherwise agreed, Price is Ex-Works (Incoterms 2020).

5. Payment, Security

- Invoices are due without reduction per agreed terms; if none, upon delivery without remittance expenses.
- Late payment incurs daily interest from invoice date: 2% per month. Otherwise, Mauritius statutory interest applies.
- Customer pays all judicial/extrajudicial collection costs due to their default.

GLOBAL NETWORKS. AFRICAN PARTNERS

Regional Africa Office: Office 6, Coral Block, Abrey Eco Park, 5 Abrey Road, Kloof 3610, KZN, South Africa
Telephone: +27 31 942 5130

Directors: Mr Muhammad Muzammil Rengony, Mrs. Zain Mehtab Madarun

- Alifra Limited may demand adequate security (e.g. bank guarantee) or advance payments before Delivery. Failure to provide satisfactory security allows Alifra Limited to defer obligations without liability for Customer's losses.
- Customer cannot offset or suspend payment obligations.

6. Delivery and Risk Transfer

- Alifra Limited may deliver partially and invoice accordingly. Each instalment is a separate contract for quality, properties, and payment.
- Delivery terms are not strict deadlines; exceeding them does not cause default or liability, unless Alifra Limited fails to deliver within a reasonable period after Customer's written notice.
- Alifra Limited may apply reasonable quantity tolerances; Customer accepts minor deviations with proportional price adjustment, without compensation rights.
- Customer must issue full delivery instructions with sufficient notice (28 working days call period) for timely delivery. Failure allows Alifra Limited to invoice and demand payment (goods kept available at Customer's expense/risk) or cancel the contract.
- Unless otherwise agreed, delivery is Ex-Works (Incoterms 2020).
- Risk transfers to Customer when Delivery is made available by Alifra Limited (e.g. for transport); transport is at Customer's risk.
- If Customer fails to accept timely delivery, Customer bears all transport, custody, and storage costs, and risk transfers upon Alifra Limited's offer of delivery.

7. Reservation of Ownership

- Alifra Limited retains ownership until Customer fully pays all outstanding amounts (Delivery Price, breach claims, other dues).
- If Customer creates a new good from Alifra Limited's materials, Alifra Limited owns it; Customer holds it for Alifra Limited until all obligations are met. Customer must mark such goods as Alifra Limited's property and pledge them if necessary.
- Goods under retention cannot be pledged or transferred to third parties (except normal business operations) until full payment.
- If Customer defaults, Alifra Limited can immediately repossess goods; Customer must cooperate. If the contract is cancelled and goods are subject to retention, Customer must immediately place goods at Alifra Limited's disposal without right to set off claims.
- Customer must mark, separate, and insure these goods against theft, damage, and loss.
- In cases of attachment, suspension of payment, or bankruptcy, Customer must immediately inform authorities of Alifra Limited's ownership.

8. Complaints and Liability

- Delivered goods must meet Agreement specifications, referenced standards, or customary trade quality for their type/purpose, considering price/samples. Customer must comply with Alifra Limited's Non-Conformity Policy.
- Customer must inspect Delivery immediately. Quantities are correct if no objection within 24 hours.
- Quality/composition complaints at delivery must be written within 2 weeks. Latent defects require written notice within five working days of detection/reasonable detection, considering Customer's storage care.
- Alifra Limited considers complaints only if Customer paid the invoice or, for fundamental non-conformity making Delivery unusable, promptly placed the entire affected item/consignment at Alifra Limited's disposal.
- Valid complaints allow Alifra Limited, at its discretion, to supply a substitute (within 30 working days if returnable) or, if non-returnable/substitute fails, Customer may cancel (with/without damages) or retain at an arbitration-set lower price.

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- Customer is solely responsible for Delivery's compliance with laws/standards in country of use/processing and for obtaining approvals.
- Customer's sole right for shortcomings/damages by Alifra Limited is repair/replacement. Alifra Limited's liability for damage is limited as per this Article 8. Alifra Limited is not liable for indirect, consequential, special, or incidental damages (e.g. loss of profit/ revenue/ goodwill). Alifra Limited is not liable for other damages unless due to wilful misconduct or gross negligence directly attributable to Alifra Limited's management or executive board members.
- Customer must report damages in writing within eight 7 days; un-reported damage is not compensated.
- All legal claims against Alifra Limited expire 6 months from Delivery date.
- Alifra Limited's remaining liability is limited to the Price paid for the specific Delivery causing/contributing to damages, never exceeding its invoice amount.
- Customer indemnifies Alifra Limited against third-party claims related to Delivery/services, unless directly caused by Alifra Limited's actions/omissions.

9. Sampling and Analysis

- Customer may have an attested sampler take triplicate samples before delivery, with potential monitoring. If parties disagree on sampler, Customer uses internationally recognized controlling authorities (e.g. SGS, Bureau Veritas, Caleb Brett).
- Quality/composition inspections follow recognized food laboratory methods (e.g. DTS Food Laboratories) unless otherwise agreed.
- Later sampling (if not at delivery) is indicative only, and complaint rules (Article 8.3 & 8.4) apply mutatis mutandis.
- Quality disputes: One sample analysed by Alifra Limited's chosen lab (within 14 days); findings are binding. Either party may demand re-appraisal (within 10 working days) by impartial lab using another sample; re-appraisal is binding. Losing party bears costs.

10. Intellectual Property

- All Delivery-related intellectual property rights vest in Alifra Limited. Customer may not reproduce, publish, or imitate without Alifra Limited's prior written permission.
- Customer may trade Alifra Limited's goods only under original brand, logo, trade name, and specifications, without altering quality, labelling, imprints, or instructions.
- Agreement does not transfer intellectual property rights to Customer.

11. Confidentiality

- Customer must keep all Alifra Limited's Confidential Information (ideas, trade secrets, data, etc.) obtained via the Agreement strictly secret. Access is limited to those who need to know for Agreement purposes.
- Customer cannot disclose or use Confidential Information for non-Agreement purposes without Alifra Limited's prior written permission.
- Secrecy obligation does not apply to information already lawful, publicly known (not via Customer), acquired from non-secret-bound third party, independently developed by Customer, or legally required disclosure (with timely notice to Alifra Limited to limit disclosure).
- Customer must impose and ensure compliance with the same secrecy obligation on its employees and engaged third parties.

12. Premature Cancellation:

- Either party may cancel the contract (wholly/partially) without notice/court intervention if the other defaults on obligations (delivery/credit terms), enters moratorium, bankruptcy, death, or liquidation, without prejudice to damages claims.

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13. Force Majeure:

- Force majeure suspends performance without liability. If expected/lasts over three consecutive months, either party may dissolve the Agreement immediately by registered letter without compensation. The other party may extend the contract by max. thirty days; if force majeure ceases, obstructed party may fulfil.
- Alifra Limited will inform Customer of force majeure within three 3 business days of its occurrence or discovery. These provisions apply to each instalment.
- Force majeure for Alifra Limited includes circumstances preventing/costing proper execution (persons, material, energy); production breakdowns/cuts at Alifra Limited/suppliers; strikes/lockouts; export/import restrictions/governmental measures; transport problems; non-performance/improper/late performance by Alifra Limited's third-party suppliers/subcontractors; and (danger of) war, terrorism, riots, epidemics, pandemics.

14. Suspension and Dissolution:

- Alifra Limited may, at its sole discretion, fully/partly suspend or dissolve the Agreement by written notice (without court intervention or liability) if: (i) Customer breaches obligations; (ii) Customer applies for/is granted suspension of payments/bankruptcy; (iii) Customer is under guardianship/administration; (iv) Customer's enterprise is sold/discontinued/liquidated; (v) required permits are revoked; or (vi) significant Customer assets are attached.
- Customer may terminate the Agreement immediately by written notice if Alifra Limited fundamentally breaches its obligations and fails to cure within thirty 30 days of written notice, provided such breach is curable.
- All Alifra Limited's claims against Customer (under 14.1) become immediately due. If Customer terminates (under 14.2), Customer's claims are limited to direct damages up to the Price paid for the affected Delivery; Alifra Limited is not liable for indirect/consequential losses.

15. Assignment:

- Customer cannot assign rights/obligations without Alifra Limited's prior written permission.
- Alifra Limited may involve third-party suppliers/subcontractors/auxiliary persons.
- Alifra Limited may pledge its rights/claims on Customer to third parties.

16. Miscellaneous:

- Invalid/unenforceable provisions do not affect others; invalid provisions will be replaced by similar ones.
- Joint Customers are jointly and severally liable.
- Alifra Limited's failure to demand performance does not waive future rights, unless expressly agreed in writing.

17. Applicable Law and Dispute Resolution:

- Legal relationship between Alifra Limited and Customer is governed exclusively by Mauritius law.
- Parties will endeavour to amicably resolve disputes by negotiation.
- Unresolved disputes shall be submitted to arbitration in Mauritius, under the rules of the Mauritius Chamber of Commerce and Industry Arbitration and Mediation Centre (MCCI ARC) or, if unavailable/not mutually agreed, an internationally recognized arbitration body operating under Mauritian law, with place of arbitration being Port Louis, Mauritius.
- In disputes over money due, a certificate signed by the creditor's auditors is conclusive evidence and binding, save for manifest error or fraud.

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