



PWANI OIL PRODUCTS LIMITED – CUSTOMER TERMS AND CONDITIONS

Effective Date: As per Individual Agreement or Purchase Terms

Website: www.pwani.net

These Terms and Conditions (“Terms”) apply to all customers purchasing goods from Pwani Oil Products Limited (“POPL” or “the Company”). By placing an order or accepting delivery, each customer agrees to comply with the following:

1. Orders and Acceptance

All goods are supplied subject to formal order acceptance by POPL. Goods must be ordered in writing or through official channels, and supply shall be subject to product availability and POPL’s discretion.

2. Product Quality and Ownership

POPL guarantees that all products are of merchantable quality and suitable for intended use. Ownership of goods shall remain with POPL until full payment is received. Risk passes to the customer upon delivery or collection.

3. Pricing and Payment Terms

All sales are subject to the agreed prices and payment terms at the time of order confirmation. POPL may revise prices at any time with reasonable notice. Late payments may attract penalties and/or interest in line with applicable legal limits.

4. Delivery and Collection

Delivery will be made to designated customer locations or as agreed in writing. Customers are responsible for offloading goods promptly upon arrival. POPL is not liable for delays caused by circumstances beyond its control.

5. Credit Limit and Security

Where goods are supplied on credit, a credit limit may be set and reviewed periodically. POPL may request collateral or security where necessary. Fresh loading will be subject to settlement of prior invoices in full.

6. Customer Obligations

Customers must:

- a) Use goods for the intended resale or consumption purpose.
- b) Provide accurate business and contact details.
- c) Adhere to POPL's brand, pricing, and marketing guidelines.
- d) Share requested sales data or performance reports if required under incentive programs.

7. Confidentiality

All information exchanged between POPL and the customer, including pricing, discounts, sales programs, or business strategy, must remain confidential unless disclosure is required by law or authorized in writing.

8. Credit Reporting and CRB Authorization

POPL reserves the right to share a customer's credit information, including payment history and any outstanding debts, with licensed Credit Reference Bureaus (CRBs) in accordance with applicable law. By engaging with POPL, the customer expressly authorizes POPL to:

- a) Conduct background and creditworthiness checks prior to or during the commercial relationship.
- b) Submit negative credit information to a licensed CRB in the event of default or dishonored cheques, and
- c) Use CRB services to assist in debt recovery.

POPL, its officers, and its agents shall not be liable for any claims arising from the lawful sharing or access of such credit information.

9. Data Protection and Privacy

- a) In compliance with the Data Protection Act, 2019, POPL shall collect and process personal data provided by the customer (including contact details, director information, payment history, and transaction records) strictly for legitimate business purposes such as order fulfillment, customer account management, credit evaluation, and compliance with legal obligations.

- b) By transacting with POPL, the customer consents to the collection, use, storage, and sharing of their data with authorized third parties including banks, delivery partners, CRBs, regulatory bodies, and professional advisors—only to the extent necessary to support the business relationship or comply with legal requirements.
- c) POPL undertakes to:
- Implement appropriate technical and organizational measures to safeguard customer data.
 - Retain customer data only for as long as necessary for business or legal purposes.
 - Respond to customer requests relating to access, correction, or deletion of their data as provided under the law.
- d) Customers may contact Aliasger.bharmal@pwani.net for any questions, concerns, or data rights requests.

10. Dispute Resolution

- a) These Terms are governed by and interpreted in accordance with the laws of the Republic of Kenya.
- b) Disputes shall be resolved amicably. If unresolved, the dispute may be referred to Kenyan Courts for resolution. POPL may seek legal recovery or injunctive relief where necessary.

11. Termination

Either party may terminate the commercial relationship with prior notice. POPL reserves the right to suspend or terminate supply in case of default, dishonored cheques, fraud, breach of agreement, or reputational harm.

12. Indemnity and Liability

Customers shall indemnify POPL from any losses, claims, or liabilities arising from misuse of goods, non-payment, or breach of these Terms. POPL is not liable for indirect or consequential losses.

13. Non-Assignment

Customers may not assign or transfer their obligations or rights under these Terms without POPL's prior written consent.