

**SECTION C**

**SPECIMEN CONTENT OF A CONTRACT**

## 1. INTERPRETATION

### 1.1 In these Conditions: -

- 1.1.1 "The Contract" means the agreement concluded between ..... (insert Company name) ..... (hereinafter known as the Buyer) and the Contractor, including all specifications, patterns, patterns, Contractor's samples, plans, drawings and other documents which are incorporated or referred to therein;
  - 1.1.2 "The Contract" means the person who by the Contract undertakes to personal representatives of that individual or of the partners.
  - 1.1.3 "The goods" means all goods, materials or articles which the Contractor is required to supply under the Contract.
  - 1.1.4 "The Contract Price" means the price net of all discounts payable to the Contractor by the Buyer under the Contract for the full and proper performance by the Contractor of it's part of the Contract.
  - 1.1.5 Unless the context otherwise requires, reference to any enactment, order, regulation, Decree or other similar instrument shall be construed as a reference to the enactment, order, regulation, Decree or instrument as amended or re-enacted by any subsequent enactment, order, regulation, Decree or instrument.
- 1.2 The headings of these Conditions shall not affect their interpretation.
- 1.3 Any decision, act or thing which the Buyer is required or authorised to take or do under the Contract may be taken or done by any person authorised, either generally or specially, by the Buyer to take or do that decision, act or thing, provided that upon receipt of a written request the Buyer shall inform the Contractor of the name of any person so authorised.

## 2. VARIATION OF CONDITIONS

- 2.1 The Goods shall be supplied in accordance with these Conditions. Any conditions which the Contractor may seek to impose and which in any way add to, vary or contradict these Conditions shall be excluded and not form part of the contract, unless each of such Conditions has been specifically agreed to in writing by the Buyer.



### 3. SPECIFICATION

- 3.1 The Goods shall be of the qualities and kinds described and equal in all respects to the descriptions, specifications, patterns and Contractor's samples which form part of the Contract or are otherwise relevant for the purpose of the Contract. Except in so far as may otherwise be indicated by such descriptions, specifications, patterns or Contractor's samples, the goods shall be strictly in compliance with latest British, American or German Standards where such exist.

### 4. IDENTIFICATION OF GOODS

- 4.1 All goods which customarily bear any mark, tab, brand, label or other device indicating place of origin, inspection by any Government or other body or standard of quality must be delivered with all the said marks, tabs, brands, labels or other devices intact.

### 5. PACKAGING

- 5.1 The Goods shall be securely packed in trade packages of a type normally used by the Contractor for commercial deliveries of the same or similar goods either in retail or in bulk quantities within the Federal Republic of Nigeria.
- 5.2 The following details shall be shown on the outside of every package unless otherwise specified by the Contract.

*Description of the Goods;*

*Quantity in package;*

*Any special directions for storage;*

*Expiry date of contents (where applicable);*

*Batch number;*

*Name of manufacturer.*

### 6. CONTAINERS AND PALLETS

- 6.1 The Contractor shall collect without charge any returnable containers (including pallets) within twenty-one days of the date of the relevant delivery note, unless otherwise instructed by the Buyer. Empty containers not so removed may be returned by the Buyer at the Contractor's expense or otherwise disposed of at the Buyer's discretion. Charged containers shall be credited in full by the Contractor upon collection or return.

## 7. FORMS

7.1 A Delivery Note shall accompany each delivery of the Goods. A bill shall be rendered on the Contractor's own invoice form to the Buyer. All delivery notes and invoices shall be clearly marked with the Buyer's purchase order number, the consignee and the description and quantity of the Goods concerned and shall show separately any additional charge for containers or, where no charge is made, whether the containers are required to be returned, and shall be compatible in all respects with these conditions.

7.2 Contractors shall present the following forms/documents with each and every consignment at the time of delivery: -

Local Contractors	1 original invoice 1 original delivery note
Overseas Contractors	1 original invoice 1 original Packing List 1 original Certificates of Origin 1 original Bill of Lading alt 1 original Airway Bill 1 Clean Report of Finding

## 8. DELIVERY

8.1 The Goods shall be delivered by the Contractor carriage and freight paid in such quantities, in such manner, at such times and to such places as the Buyer may order in writing from time to time, being times and places within the period and localities specified in the Contract.

8.2 Delivery shall be made on or fourteen days before the dates specified in the Buyer's purchase order.

8.3 The time of delivery shall be of the essence.

## 9. PROPERTY AND RISK

9.1 The property and risk in the goods shall pass to the Buyer when the goods have been delivered to the Delivery point and unloaded and inspected.



## 10. REJECTION OF GOODS

- 10.1 Without prejudice to the operation of Condition 10.4 the Goods shall be inspected on behalf of the Buyer within a reasonable time after delivery and may be rejected if found to be defective or inferior in quality to, or differing in form or material from, the requirements of the Contract or if they do not comply with any term, expressed or implied, of the contract.
- 10.2 Without prejudice to the operation of Condition 10.4 the Buyer shall notify the Contractor of the discovery of any defect within 21 days and shall give the Contractor all reasonable opportunities to investigate such defects.
- 10.3 The whole of any consignment may be rejected if a reasonable sample the Goods taken indiscriminately from that consignment is found not to conform in every material respect to the requirements of the Contract.
- 10.4 The Buyer's right of rejection shall continue irrespective of whether it has in law accepted the Goods. In particular taking delivery, inspection, use of payment by the Buyer of the Goods or part of them shall not constitute acceptance, waiver or approval and shall be without prejudice to any right or remedy which the Buyer may have against the contractor; provided that the right of rejection shall cease within a reasonable time from the date on which the Buyer discovers or might reasonably be expected to discover the relevant breach of contract.
- 10.5 Goods so rejected after delivery shall be removed by the Contractor at its own expense within 7 days from the date of the receipt of notification of the rejection. In the event of the Contractor failing to remove goods at the Contractor's risk and expense.
- 10.6 Where the Buyer has contracted directly with an overseas Contractor all Goods to be supplied are subject to pre-inspection prior to shipment by an Agent appointed by the Buyer. This inspection will include:

*Conformance with specification*

*Conformance with contract quantity/price*

*Loss/damage/deterioration*

*Suitability of packaging*

*Expiry dates*

*Labeling.*



- 10.7 The Buyer will inform the Contractor in writing of the name of its Pre-Inspection Agent and the Contractor will ensure proper liaison with the Agent the time and place of inspection and will make available all facilities, free of charge, necessary to effect the inspection.
- 10.8 Should the shipment fail inspection the Buyer's Pre-Inspection Agent will inform the Contractor in writing of the reasons for such failure and arrange for the shipment to be re-inspected, at the Contractor's expense, within a reasonable time.
- 10.9 The Contractor will not permit shipment to be effected until a Clean report of Finding is issued by the Pre-Inspection Agent on behalf of the buyer.

## **11. DEFAULT BY THE CONTRACTOR**

- 11.1 Without prejudice to any other right or remedy if the Contractor does not deliver the Goods or any part of them within the times specified within the Contract, or should the Goods fail the Pre-Inspection Survey, the Buyer may,
- 11.2 Terminate the Contract and purchase other Goods of the same or similar specification to make good such default.
- 11.3 Recover from the contractor the amount by which the cost of so purchasing other goods exceeds the amount which would have payable to the Contractor in respect of the Goods replaced by such purchase.
- 11.4 Penalise the Contractor financially for all reasonable expenses attributable to the delay.
- 11.5 Should delivery be delayed by the Contractor for longer than 6 weeks the Buyer reserves the right to terminate the contract and impose a financial penalty on the Contractor which shall not exceed 10% of the total value of the affected Goods.

## **12. FORCE MAJEURE**

- 12.1 Neither party shall be liable to the other for any failure to perform its obligations under the Contract where such performance is rendered impossible by circumstances beyond its control, but nothing in this Condition shall limit the obligations of the Contractor to use its best endeavours to fulfill its obligations under the Contract.



### 13. PRICE AND PAYMENT

- 13.1 The Contract Price shall be "net", that is, after deduction of all agreed discounts.
- 13.2 The Contract Price for purchase orders placed directly on overseas Contractors shall include the cost of all packaging, packing materials, addressing, labeling, loading, legalisation of documents and delivery and discharge at the Nigerian International Seaport/Airport specified in the Contract.
- 13.3 The Contract Price for purchase orders placed directly on overseas Contractors shall not include customs duties payable in Nigeria or the cost of customs clearance and delivery to premises of the Buyer.
- 13.4 The Contract Price for purchase orders placed with local Contractors shall include all costs incurred by the Contractor between the point of manufacture and delivery to premises of the Buyer.
- 13.5 The Buyer will pay the Contract price to the Contractor at the end of the month following the month in which the Goods are delivered or the invoice received, whichever is the later, unless otherwise specified in the Contract.
- 13.6 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, the same may become due, to the Contractor under the Contract or under any other Contract with the Buyer.

### 14. INDEMNITY

- 14.1 Without prejudice to its liability for breach of any of its obligations under the contract the contractor shall be liable for and shall indemnify the Buyer against any liability, loss, costs, expenses, claims or proceedings whatsoever arising under any statute or law in respect of:
- 14.2 Any loss or damage to property (whether real or personal).
- 14.3 Any injury to any person, including injury resulting in death.
- 14.4 Any financial or economic loss.

In consequence of or in any way arising out of any defect in the Goods or the delivery or unloading of the Goods by the Contractor, its servants or agents except insofar as such loss, damage or injury shall have been caused by negligence on the part of the Buyer, its servants or agents.

**15. INSURANCE**

- 15.1 The Contractor shall insure against its full liability under Condition 14.
- 15.2 The insurance cover shall be in the minimum sum of N15 million in respect of any one incident.
- 15.3 The Contractor upon request shall produce to the Buyer documentary evidence that the insurance is properly maintained.
- 15.4 If the Contractor defaults in insuring, the Buyer may itself effect insurance and may charge the cost together with an administrative charge of 5% to the Contractor.

**16. TRANSFER AND SUB-CONTRACTING**

- 16.1 Neither party shall assign the whole or part of the Contract. The Contractor shall not sub-contract the production or supply of any Goods without the previous consent in writing of the buyer.

**17. PATENTS**

- 17.1 The Contract Price shall include all royalties, license fees or similar expenses in respect of the making, use or exercise by the Contractor of any invention or design for the purpose of performing the Contract.
- 17.2 The Contractor shall indemnify the Buyer against any costs, claims, proceedings, expenses and demands arising from the use, manufacture, supply or delivery of any process, article, matter or thing supplied under the Contract, which would constitute any infringement of any right, patent, design, trademark or copyright.

**18. CONFIDENTIALITY**

- 18.1 The Contractor, its employees and agents at all times shall keep confidential and secret and shall not disclose to any person other than a person authorised by the Buyer all information and other matters acquired by the contractor in connection with the contract.

**19. INDUCEMENTS OF PURCHASE**

- 19.1 The Contractor shall not offer the Buyer or its representatives as a variation of the Conditions of the Contract or as an agreement collateral to it any advantage other than a cash discount against the Contract Price.



- 19.2 If the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other contract with the Buyer or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the buyer, or if the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to the Contract or any other contract with the Buyer Contractor or any person employed by it or acting on its behalf shall have committed any criminal offence or shall have given any fee or reward to any officer of the Buyer which shall have been exacted or accepted by such officer under colour of his office or employment and is otherwise than such officer's proper remuneration, shall be entitled to terminate the contract and to recover from the Contractor the amount of any loss resulting from such termination.

## 20. INSOLVENCY

- 20.1 The Buyer may at any time by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following events: -
- 20.2 If the Contractor, being an individual, or where the contract is a firm, any partner in that firm shall at any time become bankrupt, or shall have a receiving order, administration order or interim order made against him, or shall make any composition or scheme of arrangement with or for the benefit of his creditors, or shall purport to do so, or any application shall be made for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or
- 20.3 If the Contractor being a company shall pass a resolution or the Court shall make an order, that the company shall be wound up (except for the purpose of amalgamation or reconstruction), or if an administrative receiver on behalf of a creditor shall appointed, or if the Court shall make an administrative order, or if circumstances shall arise which entitle the Court or a creditor to appoint an administrative receiver or which entitle the court to make a winding-up order or administration order; provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Buyer.



**21. SAFETY, QUALITY AND EFFICACY OF PRODUCTS**

- 21.1 The sale, supply, importation, manufacture or assembly of the Goods, shall comply with the regulations governing the sale, supply, importation, manufacture or assembly of products in the Federal Republic of Nigeria.
- 21.2 Products including new formulations of existing products which have been marketed by the manufacturer within the Federal Republic of Nigeria for the first time shall have been cleared by the appropriate government department or be the subject of current ordinary product licenses. The existence of a product licence or right relating to the products in question will not by itself satisfy this clause.

**22. PUBLICITY**

- 22.1 The Contractor shall not advertise or publicly announce that it is supplying Goods or undertaking work for the buyer without the prior written consent of the Buyer.

**23. VARIATION OF QUANTITY ORDERED**

- 23.1 The Buyer reserves the right during the term of the Contract to vary the quantity of Goods ordered providing such variations constitute no more than +/-20% of the original quantity stated on its official purchase order.
- 23.2 The Contractor will accept and implement such variations at the contract Rate stated in the Buyer's official purchase order.
- 23.3 All such variations will be notified to the contractor in writing by means of an official Purchase Order Change Notification.

**24. PERFORMANCE BOND**

- 24.1 Prior to an official Purchase Order being issued the Contractor will provide a Performance Bond in the form of a bank guarantee equivalent to 10% of the purchase value.
- 24.2 This guarantee shall be drawn on a bank registered in the Federal republic of Nigeria in favour of the buyer and shall be valid for the entire contract Term plus a period of 90 days. The guarantee shall be irrevocable.
- 24.3 The guarantee shall bind the Contractor to the buyer in proper performance of its contractual obligations.
- 24.4 The costs associated with providing and maintaining such bank guarantee shall be borne entirely at the expense of the Contractor.



24.5 In the event of any extension being granted by the buyer to the contract Term the Contractor undertakes to similarly extend the validity of its bank guarantee .

24.6 In the event of the Contract failing to fulfill, either the whole or part of its contractual obligations and having exhausted all reasonable efforts to remedy the default, the Buyer reserves the right without prejudice to any other right or remedy to confiscate the Performance Bond.

## 25. DISPUTES

25.1 All disputes arising out of the performance of the Contract should be settled amicably. In the event that an amicable settlement of a dispute is not possible the dispute will be referred to a competent Nigerian tribunal whose ruling shall be binding on the parties.

## 26. LAW

26.1 The provisions of Nigerian Law in respect of the procurement of goods shall govern all matters related to the Contract whether stated or implied.

## 27. PRECEDENCE

27.1 These Contract terms and Conditions are issued in the English language. In case of any dispute or misinterpretation arising the English version shall take precedence over any foreign language translations.

## STANDARD CONDITIONS OF CONTRACT FOR THE PURCHASE OF GOODS

### LIST OF CONDITIONS

1. Interpretation
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**STANDARD CONDITIONS OF CONTRACT**  
**FOR THE PURCHASE OF GOODS**  
**I.E. SALES CONTRACT**

**GUIDANCE NOTES**

**1. INTERPRETATION**

- 1.1.1 Means a contract between a business of whatever type and the Buyer (On assignment see Condition 16). The expression "Contractor" is used to identify the seller or other supplier.
- 1.1.2 Self-explanatory
- 1.1.3 Self-explanatory
- 1.1.4 Self-explanatory
- 1.1.5 References to legislation are to the legislation as updated from time to time.
- 1.2 Self-explanatory
- 1.3 The Contractor must be notified, upon request in writing, of the name of the Buyer's authorised officer.

**2. VARIATION OF CONDITIONS**

The Contract is made under these Conditions. The Contractor's conditions are irrelevant unless specifically agreed to in writing by the Buyer. The aim here is to win "the battle of the forms".

**3. SPECIFICATIONS**

This Condition requires that the goods meet the detailed description/specification.

The specification is a most important feature in that the more accurately it is described, the tighter the contractual relationship entered into. It should deal with size, materials, colour, quantity, packing and any essential performance characteristics. Furthermore, specifications can be backed-up by Contractor's samples.

The Contractor must also comply with the latest leading international standards.

It should be noted that it is essential to express clearly the function or purpose for which the Goods are to be used, as the statutory implied condition of fitness for particular purpose depends on the supplier being informed of any special requirements.

#### 4. IDENTIFICATION OF GOODS

This requires suppliers to deliver products with all necessary markings. As such it: -

- (a) Provides for easy identification of the goods supplied.
- (b) Is visible proof of any quality assurance activity e.g. "mfgd in Germany" In effect it helps in determining a product's specification and is confirmation from the supplier of his desire to meet our requirements.

#### 5. PACKAGING

5.1 This highlights the Buyer's need to have goods supplied/delivered in an acceptable form. It requires Contractors to use trade packages of a type normally used within commerce. In other words we use standard type systems and we expect Contractors to deliver goods accordingly.

5.2 This state which details Contractors must show on the outside of every package unless otherwise specified.

#### 6. CONTAINERS AND PALLETS

Contractors must collect, without charge, any returnable container (including pallets) within 21 days. This takes the onus off the Buyer to store/protect. Failure of the Contractor to collect enables the Buyer to return at his expense.

Charged containers should be read in conjunction with Condition 13.6 i.e if the Contractor owes the Buyer money then we may deduct from their invoice.

#### 7. FORMS

This Condition places responsibility upon the Contractor to supply delivery notes, invoice and properly legalized documents to ensure the minimum of delay in the importation, acceptance process.

#### 8. DELIVERY

Goods are carriage and freight paid, not ex-works.



Time is of the essence – if the Contractor defaults on delivery dates the contract may be cancelled and financial damages are recoverable for such breaches of Contract. (See Condition 11.4)

## 9. PROPERTY AND RISK

This Condition deals with two related matters: *property*, i.e. ownership or title; and *risk*, i.e. the accidental loss or damage to the goods for which neither the Buyer nor the Contractor can be blamed, e.g. damage in transit by the carrier.

This Condition ensures that ownership and risk passes from the Contractor to the Buyer only after delivery and inspection, not earlier (irrespective of when and how payment is made).

The Contractor (and carrier if there is one) should carry insurance to cover accidental damage; nevertheless the risk is with the Contractor until acceptance takes place. Beware that if the Buyer's staff are undertaking the unloading, the Buyer will be responsible for any damage caused by its own negligence.

## 10. REJECTION OF GOODS

- 10.1 This entitles the Buyer to reject the goods if the Contractor delivers defective or inferior goods or breaks any term of the contract. Note that the Buyer must inspect the goods and that the Buyer will be in breach of contract if it fails to do so. (This interrelates with Condition 10.2).
- 10.2 This Condition requires the Buyer to notify the Contractor of defects within 21 days of discovery and allows them to investigate but not necessary by entering the Buyer's premises. ("reasonable opportunities").
- 10.3 Before a consignment is rejected adequate sampling should be undertaken. For guidance purpose 5% of the total consignment should be regarded as adequate.
- 10.4 The problem here is "acceptance" and the loss of right to reject. There is no specific time limit when a problem may become identified or apparent except when expiring dates are evident. However, once a problem becomes apparent the Contractor should be informed without delay. This is concerned only with rejection. Even though the right to reject may be lost by delay after the breach comes to light, even so damages should still be available.
- 10.5 After rejection the Contractor must remove the goods within 7 days or later pay the cost of re-delivery.



#### 11. DEFAULT BY THE CONTRACTOR

This Condition gives the Buyer the right to cancel the contract and to obtain from the Contractor the additional cost of alternative goods.

#### 12. FORCE MAJEURE

This absolves *both* parties from liability in very limited circumstances.

#### 13. PRICE AND PAYMENT

13.1 A net contract price is arrived at after deducting all agreed discount e.g. bulk, discount from list, etc. There should be no additional costs for such incidentals as packaging, carriage, delivery etc. Settlement discounts should be identified separately on the order as should customs import duties.

13.2 Self-explanatory.

13.3 Self-explanatory.

13.4 Self-explanatory.

13.5 This gives the Buyer credit facilities (otherwise payment would be due on delivery). An example of this would be if the invoice was received in January and the goods were received in February, this clause stipulates that payment for the goods would be at the end of March. Interest charges on outstanding balances must have been agreed at the formation of the contract or are invalid claims.

13.6 Under this Condition an money that the Contractor owes the Buyer e.g. for breach of the specific contract - may be deducted from any sum outstanding from the Buyer to him.

#### 14. INDEMNITY

This Condition gives the Buyer the protection of an unlimited obligation on the part of the supplier to pay compensation for damage or injury to persons or property. This is an addition to any specific rights under the contract or under statute law. The clause covers consequential loss. It relates only to defective goods and delivery and unloading.

In [a] "real" property is freehold land and buildings; "personal" property is all moveable property and leasehold land.



## 15. INSURANCE

This Condition follows from Condition 14, imposing the obligation on the Contractor to insure against the liabilities resulting from that indemnity.

- 15.1 This indicates that there is no limit to the insurance cover required ("it's full liability").
- 15.2 This specifies a minimum sum for insurance cover in respect of each incident. There must be no limits to the number of incidents covered.
- 15.3 The Buyer's management should assesses the risks involved and determine a policy on securing documentary evidence that insurance is being properly maintained.
- 15.4 This is a formal step if a supplier fails to insure or provide evidence of insurance and we wish to continue dealing with him.

## 16. TRANSFER AND SUB-CONTRACTING

Outright assignment of the Contract is completely banned for both parties. If the Contractor wishes to sub-contract, he requires the Buyer's written consent. In such circumstances he remains responsible for the performance of the sub-contractor.

## 17. PATENTS

- 17.1 Certain items may be subject of patents or royalties payable to the originator/inventor of the product or idea. This condition states that, where this is the case, any such payments are to be included in the Contract Price.
- 17.2 If the Contractor, knowingly or not, has infringed the intellectual property rights of a third party and the Buyer incurs expense as a result, e.g. in defending legal proceedings brought by the third party, the buyer may seek reimbursement from the Contractor.

## 18. CONFIDENTIALITY

This Condition is to ensure that any confidential information i.e. patient records, computer data etc., learned by Contractors is not passed on to unauthorized third party.

**19. INDUCEMENTS TO PURCHASE**

This Condition is to encourage fair competition and to ensure that the tendering/contracting process is carried out in an ethical, professional and law abiding manner. The process must comply with statutory and mandatory, "Standing orders" and "Standing Financial Instruction". Cancellation and damages are available if the rules are proven to be broken.

**20. INSOLVENCY**

The Buyer should be in full control of the commercial relationship should a Contractor become insolvent in any way. The Buyer will be in a position to decide a course of commercial action that will bring a continuity of supply without putting the Buyer at risk e.g. canceling the Contract with impunity.

**21. SAFETY, QUALITY AND EFFICACY OF PRODUCTS**

Certain products of all man-made specifications, e.g. pesticides are strictly controlled by statutory requirements. So too is their method of manufacture. This is obviously required due to the direct action they could and can have on human beings. There is often a high degree of risk associated with the use of these products.

**22. PUBLICITY**

The aim is to prevent the Contractor from using the contract for publicity.

**23. VARIATION OF ORDER QUANTITY**

23.1 This Condition protects the Buyer from the effects of fluctuations in demand on long term Supply Contracts and permits it to vary the quantity ordered for any item within the stated parameters.

23.2 Any such variations in order quantity will not affect the Contract unit Price.



## 24. PERFORMANCE BOND

Most Buyers do not currently employ a procedure of requesting Performance Bonds but may wish to consider their usefulness in future.

24.1 Self – explanatory

24.2 Self – explanatory

24.3 Self – explanatory

24.4 Self – explanatory

24.5 Self – explanatory

24.6 The Buyer's right to confiscate the Performance Bond in supply contracts may duplicate the provisions made in Condition 11.4 in respect of the Contract defaulting on the agreed delivery date.

This double indemnity may cause an unnecessary increase in the Contract Price and for commercial reasons should be considered extremely carefully before being included in any standard terms conditions.

## 25. DISPUTES

Self – explanatory

## 26. LAW

It is important that overseas Contractor's are aware that in instances of legal disputes arising that Nigerian law shall prevail.

## 27. PRECEDENCE

Due to the difficulties arising out of the literal translation of documents from English to certain other languages it is important that overseas Contractors are aware that in such circumstances the English version/meaning of these Conditions will prevail.