

**CONTRACT FOR THE SUPPLY AND DELIVERY OF GOODS  
BETWEEN  
AFRIZON MALL GROUP  
AND  
MR. IBRAHIM \_\_\_\_\_**

This Contract for the Supply and Delivery of Goods ("Clothing") is entered into between the Afrizon Mall Group represented by Muhammad Mustapha Ibrahim, and \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the Supplier on \_\_\_\_\_ of 2021.

**1. Introduction and Integral Documents**

The Supplier agrees to provide the Afrizon Mall Group with Clothing items in accordance with the terms and conditions of this Contract and its Annexes, if any.

The following documents form an integral part of this Contract:

- Price Schedule
- Delivery Schedule and Technical Specifications
- Confirmation of quality before supply

**2. Charges and Payment**

- The Supplier shall invoice the Afrizon Mall Group on delivery of the Goods in accordance with this Contract and payment shall become due 30 calendar days after acceptance by Afrizon Mall Group of the Goods.
- Payments shall be made in Naira by bank transfer to the bank account of the Supplier: \_\_\_\_\_.
- Afrizon Mall Group shall be entitled, without derogating from any other right it may have, to defer payment of part or all of the Price until the Supplier has completed, to the satisfaction of Afrizon Mall Group, the delivery of the Goods and the incidental services to which those payments relate.
- The Goods shall be delivered to: \_\_\_\_\_.
- In the event of breach of this clause Afrizon Mall Group reserves the right to:
  - Terminate this Contract without liability by giving an immediate notice and to charge the Supplier with any loss incurred as a result of the Supplier's failure to make the delivery within the time specified; or



- Charge a penalty of 0.1% of the total contract price for every day of delay or breach of the delivery schedule by the Supplier.

**3. Adjustments:**

- Afrizon Mall Group reserves the right to change at any time the quantities, packaging, unit size, place, method and/or time of delivery or the ancillary services to be provided.
- The Supplier agrees to proceed with this Contract in accordance with any such change(s) and to submit a claim request for an equitable adjustment in the Price or delivery terms caused by such change(s).
- No change in, modification of, or revision to this Contract shall be valid unless made in writing and signed by an authorized representative of the Afrizon Mall Group.

**4. Packaging:**

- The Supplier must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the Goods being delivered to the Afrizon Mall Group will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of Goods and transportation mode. Afrizon Mall Group reserves the right to reject any delivery that is deemed not to have been packaged adequately.

**5. Warranties:**

- The Supplier warrants that all Goods supplied under this Contract are new, unused and of the best quality.
- The Supplier warrants that all Goods supplied under this Contract shall have no defect.
- This warranty shall remain valid for Three (3) months after the Goods have been delivered to and accepted at the final destination indicated in the Contract.
- The Supplier further represents and warrants that in all circumstances it shall act in the best interests of the Afrizon Mall Group;

**6. Termination and Re-procurement**

- Afrizon Mall Group may terminate this Contract, in whole or in part, at any time with written notice to the Supplier. Any monies paid in advance by the Afrizon Mall Group shall be refunded on or before the date of termination.
- If the Afrizon Mall Group terminates this Contract in whole or in part for default on the part of the Supplier, it may acquire elsewhere goods similar to those terminated and the Supplier shall be liable for any excess costs to the Afrizon Mall Group for the re-procurement of those Goods as well as the removal of any or all of the Supplier's product or equipment from the Afrizon Mall Group's premise or other places of delivery. The Supplier shall not be liable for any excess costs if the failure to perform under this Contract arises from causes beyond its control and without fault or negligence of the Supplier.

**7. Force Majeure**

- Neither Party will be liable for any delay in performing or failure to perform any of its obligations under this Contract if such delay or failure is caused by force majeure, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Party in question. In such event, the party will give immediate notice in writing to the other Party of the existence of such cause or event and of the likelihood of delay.

**8. Confidentiality**

- All information which comes into the Supplier's possession or knowledge in connection with this Contract is to be treated as strictly confidential. The Supplier should not communicate such information to any third party without the prior written approval of the Afrizon Mall Group. The Supplier shall comply with the Afrizon Mall Group Data Protection Principles in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Contract. These obligations shall survive the expiration or termination of this Contract.

**9. Severability**

- If any part of this Contract is found to be invalid or unenforceable, that part will be severed from this Contract and the remainder of the Contract shall remain in full force.

**10. Final Clauses**

- This Contract will enter into force upon signature by both Parties and shall remain in force until completion of all obligations of the Parties under this Contract. Amendments to this Contract may be made by mutual agreement in writing between the Parties.

Signed in two copies in English , on \_\_\_\_ Of December 2021 at \_\_\_\_\_.

For: The Afrizon Mall Group:\_\_\_\_\_

For: Mr. Ibrahim:\_\_\_\_\_