

TERMS AND CONDITIONS

1. The contract. The Customer has read and understood, and agrees to, these terms and conditions for the operation, establishment and use of a business credit account (“Account”). The execution of the application for an Account (“Application”) constitutes an offer by the Customer to acquire and use an Account on the terms and conditions set out in this document. If Copy Cat approves the Application, such approval will constitute acceptance of the offer and will create a contract between Copy Cat Limited and the Customer on these terms and conditions (“Contract”).

2. Credit enquiries. For the purpose of considering the Application, and at any time during the term of the Contract, the Customer authorizes Copy Cat to make such enquiries as Copy Cat may require to be satisfied as to the creditworthiness of the Customer. The Customer agrees to provide signed written authorities addressed to the Customer’s banker or other credit providers as may be required from time to time.

3. Minimum Spend Threshold. The Copy Cat limited reserves the right to require the Customer to spend a minimum of Kenya Shillings/ US dollar per year to obtain products or services on credit (charged to the Account).

4. Credit Limit. The Copy Cat specifies the maximum amount that may be charged to the Account over a particular period (“Credit Limit”). The Customer’s Credit Limit is subject to review at any time by Copy Cat. Copy Cat may, on request in writing by the Customer, agree in writing to increase or decrease the Credit Limit. The balance of the Account at any time must not exceed the Credit Limit.

5. Authorized and unauthorized transactions. The Customer is responsible and indemnifies Copy Cat against any unauthorised use of the Account. The Customer must notify Copy Cat in writing of any unauthorized transactions on the Account immediately the Customer becomes aware of them. The Customer is not responsible for any unauthorised use of the Account after Copy Cat receives written notification of the unauthorised use.

6. Terms of payment

6.1 The Customer agrees to pay Copy Cat in accordance to the preferred mode of payment within the stipulate credit period

6.2 Payment of the amount specified in 6.1 will be in Kenya Shillings or US dollars (USD) to be agreed by the parties.

6.3 Tax invoices/adjustment notes are posted to the Customer at the address specified by the Customer for that purpose in the Application. This is sufficient notice of the amount due under the Account.

6.4 Where the Customer has defaulted in making payment and/or meeting its obligations under this Contract, any amounts owing by the Customer to Copy Cat in connection with this Contract may be deducted from any fee payable by Copy Cat under any other contract.

7. **Transaction errors.** Any complaint made by the Customer that a transaction recorded on the Customer’s tax invoice / adjustment note is incorrect must be advised to Copy Cat seven days of the issue of the tax invoice / adjustment note. If this does not occur, the transactions recorded in the tax invoice/adjustment note are taken to be correct. If part of the amount set out in the tax invoice / adjustment note is in dispute, the Customer agrees to pay the undisputed amount within the time period specified in clause 6.1.

8. Changes in address and other particulars. The Customer must notify Copy Cat within seven days of any change in the constitution, ownership, membership or control of the Customer, or any change or proposed change in the Customer’s address. Despite the occurrence of any of these changes, the Customer’s obligations under the Contract continue. However, Copy Cat may require a new application to be executed. Nothing in this clause affects Copy Cat’s right to terminate or suspend the Account under clause 9.2(d) or to refuse the Customer (or its successor) approval to operate a new Account.

9. Termination / Suspension

9.1 The Copy Cat Limited may, in its sole discretion and without requiring any reason to do so, at any time, suspend or terminate the Customer's account on seven days' written notice to the Customer. Where termination is as a result of nonpayment as per agreed terms, then the account would be altered and future transactions will be on Cash Basis only

9.2 The Customer acknowledges that Copy Cat may suspend or terminate the Contract immediately (with or without written notice) if:

- (a) Copy Cat was induced by fraudulent misrepresentation on the Customer's part to approve an application for any account with the Customer; or
- (b) The amount charged to a Customer's Account exceeds the Credit Limit at any time without the prior written approval of Copy Cat; or
- (c) Any amount charged to the Account is due and unpaid (amounts disputed in accordance with clause 8 are not considered due until the dispute is rectified); or
- (d) In the opinion of the Copy Cat Limited any change in circumstances, including, without limitation, changes in the Customer's constitution, ownership, membership, control status or ability to provide security for payment of amounts which have or are likely to be charged to the Account, makes the continuance of the Contract undesirable or unsatisfactory; or
- (e) The Customer becomes, threatens or resolves to become or is in jeopardy of becoming subject to any form of insolvency administration; the Customer being a partnership dissolves, threatens or resolves to dissolve or is in jeopardy of dissolving; the Customer being a natural person, dies; or the Customer ceases or threatens to cease conducting business in the normal manner; or
- (f) The Customer uses the Account for any non-commercial purposes including, without limitation, for personal, domestic or household purposes; or
- (g) The Customer is otherwise in default under this Contract.

9.3 If Copy Cat Limited suspends or terminates the Account under either clauses 9.1 or 9.2, the balance of the Account and any amounts incurred but not then billed are immediately due and payable by the Customer to Copy Cat. The Customer must pay to Copy Cat any amounts reasonably incurred or expended by Copy Cat in exercising its right under the Contract as a result of default by the Customer or as a result of any circumstance referred to in clause 9.2.

10. Notice. Notices served under the Contract may be delivered by post, or by email to the respective parties at the postal or email address provided in the Application or notified in writing by the Customer to Copy Cat in accordance with clause 8.

The Notice period shall be computed;

- (a) In the case of ordinary post, in accordance with Copy Cat published delivery standards for postal articles between the place of posting and the place of receipt; or
- (b) In the case of email, the business day following the date of transmission provided that the sender has received confirmation receipt.

11. Variation. Copy Cat may vary the terms and conditions of the Account with respect to future transactions with the Customer:

- (a) By agreement between Copy Cat and the Customer; or
- (b) Unilaterally by Copy Cat giving to the Customer not less than seven days' prior written notice specifying the variation and the date on which the variation becomes effective.

Notice of the variation under this clause need not be sent separately and may be sent with the Customer's statement of account or as part of any other correspondence.

18. Waiver. Failure by Copy Cat to enforce its obligations under the Contract does not constitute waiver of Copy Cat's rights unless it is in writing, nor does it affect the obligation of the Customer to make any further payments as and when they fall due.

19. Governing law. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Kenya.



THE COPY CAT LTD

20. Customer Declaration: In connection with this application and/or maintaining a credit facility with the “The Copy Cat Group, I authorize the “The Copy Cat Group “to carry out credit checks with or obtain my credit information from, a credit reference bureau. In the event of the account going into default, I consent to my name, transaction and default details being forwarded to a credit reference bureau for listing. I acknowledge that this information may be used by banking institutions and other credit grantors in assessing applications for credit by me, associated companies, and supplementary account holders and for occasional debt tracing and fraud prevention purposes.

21. Disclosure of information:

- i. You agree that the “The Copy Cat Group “may disclose details relating to your “The Copy Cat Group “account to any third party including credit reference bureaus, if in the Lender’s opinion such disclosure is necessary for the purposes of evaluating your creditworthiness or any transaction with or credit application made to the Lender or such third party, maintaining your Account with the Lender or for any other lawful purpose.
- ii. You agree that the Lender may disclose details relating to your “The Copy Cat Group “account including details of your default in servicing financial obligations on your “The Copy Cat Group“ account to any third party including credit reference bureaus for the purpose of evaluating your credit worthiness or for any other lawful purpose.