

Terms and Conditions of Use
KAFLUU CHATBOT

1. INTRODUCTION

The present Terms & Conditions of Use of the Chatbot KAFLUU (together with all the documents mentioned therein), hereinafter referred to as "T&Cs & Conditions" or "T&Cs", establish the terms and conditions governing the use of the Chatbot KAFLUU (the "Chatbot") and the purchase of products marketed through this Chatbot between Hima Cement Limited or ("us" or "we") and the Customer or "you".

Access to and use of the Chatbot are subject to these T&Cs and to all applicable laws and regulations of Uganda relative to the use of the Chatbot and the purchasing of the products ordered through the Chatbot. By accessing and Using the Chatbot, you accept, without limitation or qualification, these T&Cs, and you acknowledge that any other agreements between Us and you regarding the subject matter of this Chatbot are subject to the provisions of these T&Cs.

Please read these T&Cs, and the Policies, including the Privacy Policy before using this Chatbot. By using this Chatbot and / or placing an order on this Chatbot, you agree to be bound by these T&Cs and the Policies. If you do not agree to accept the T&Cs without limitations or qualifications, you are free to cease using the Chatbot.

We may, from time to time, change the T&Cs and the Policies. Your acceptance of these T&Cs and Policies also implies your agreement to read them regularly. The then current T&Cs and Policies at any time you are using the Chatbot are the T&Cs and the Policies governing our contractual relationship.

2. SUPPLIER IDENTIFICATION INFORMATION

The sale of products ordered through this Chatbot can be done by any of the suppliers listed in Annex no. 1 to these T&Cs, depending on the seller that an order is placed with.

In the context of these T&Cs, "We" and any reference to the supplier of products and services is made strictly with reference to the supplier in Annex no. 1 with whom you have placed an order for products and services.

3. USE OF THE CHATBOT

If you use the Chatbot and / or place any order on the Chatbot, you agree with the following and undertake the following obligations.

(i) Provide us with an e-mail address, one or more telephone numbers, the delivery address, the business address or your residence so that we correctly issue the sale invoice. You declare and warrant that all the information and data you are providing to us is real, correct and accurate.

(ii) You agree that we can use this information to contact you when necessary. You agree that if you do not provide us with all the information asked, your order may not be complete and accept that we may not be in a position to deliver your order. By placing an order on the Chatbot, you declare that you are over the age of 18 and that you have the legal capacity to enter into a binding contract.

(iii) We reserve the right to cancel any order if we have reasonable grounds to believe that the order is false or is placed with the intention to commit fraud.

(iv) We will process your personal data, which you provide to us in accordance with our Data Privacy Policy.

(v) We are not liable to you for any system/errors in communication (and all such other things).

4. CONCLUDING THE CONTRACT; ASSIGNMENT OR TRANSFER

The content of these T&Cs and the information contained in this Chatbot is an invitation for you to place your order with us but not an offer to sell. The contract between us and you will not be deemed as concluded until your order is expressly accepted by us. If we do not accept your offer, but an amount of money has been withdrawn from your account, we will refund the full amount without delay.

You must follow the steps to place an order on the Chatbot. You will receive an email from us confirming receipt of your order. The e-mail confirming receipt of the order does not represent the acceptance of the order by us, because your order is an offer you make us with the object of buying one or more products and associated services only. Each order is subject to acceptance by us. If we accept your order and confirm your payment, we will contact you by telephone to review the order and to plan the delivery of the products in detail.

You may not transfer or assign to other person, in any way, any order placed in the Chatbot or any of your rights or obligations without our prior written consent.

We have the right, at any time during the execution of an order, to transfer or assign the order or any of our rights or obligations arising out of these T&Cs or to subcontract the delivery of the products to you. In order to avoid any confusion, any transfer, subcontracting or assignment will not affect your legal rights as a consumer/client and will not void, reduce or limit in any other way any warranty we have given you, expressly or implicitly.

5. AVAILABILITY OF PRODUCTS AND SERVICES; REJECTION OF THE ORDER

We reserve the right to remove any product / service from this Chatbot at any time and / or to remove or modify any material or content on this Chatbot. Although we make every effort to honor the orders, we reserve the right to refuse the processing of an order after sending the confirmation message of the order in some cases. You agree not to claim damages from us in this case for losses incurred as a result of removal or modification of the Chatbot's content, products and services, or any material or product or for failure to process your order after you receive the order confirmation message.

6. DELIVERY; IMPOSSIBILITY OF DELIVERY

We are not liable whatsoever for any delivery delays/ If we cannot meet the delivery date / time, we may inform you and you will have the option to choose a new time/ delivery date or to cancel the order and we may refund you the full amount paid in relation to that order provided the delivery has not yet taken place or goods are not in transit.

You agree that the delivery of the products takes place or is deemed to have taken place when you or a third party designated by you receives the products as evidenced by the delivery note.

7. THE PRICE; PAYMENT TERMS

The price of each product and associated service will be the price mentioned periodically on the Chatbot at the time you place your order. We reserve the right to grant you any discounts to our list prices. Although we make every effort to ensure that all prices displayed on the Chatbot are correct, errors may occur. If we discover a price error for any product in your order, we will inform you and give you the opportunity to reconfirm or cancel the order at the correct price. If we cannot contact you, the order will be considered cancelled and we will refund the full amount paid for the product affected by price error to you.

Once you have selected the products you want to purchase, you need to complete the order placing process and make the payment. Please follow the payment instructions, complete and

verify the information at each step. You can pay using Visa or Mastercard bank cards, by bank or cash transfer. In the case of online payments, the amount will be withdrawn from your card at the time of payment, after the issuing bank authorizes the transaction.

If you click on "Payment Authorization", you confirm that you are the rightful holder / user of the payment card. Credit cards are subject to validation and authorization checks by the issuing institution. If we do not receive the necessary authorization, we will not be liable for any delay or non-delivery.

If the amount withdrawn from the bank card with which the payment was made differs from the price shown when the order is finalized, contact your bank for more information on bank charges. We are not responsible for fees charged by banks.

The prices displayed on the Chatbot are inclusive of value added tax (VAT) in accordance with the rules and regulations in force.

The prices displayed on the Chatbot are inclusive of the price of the transport service of the products to the delivery location indicated by you.

8. PRODUCT OWNERSHIP AND TRANSFER OF RISK

All product-related risks will be transferred to you at the time of delivery, when you enter into possession of the products or a third party designated by you is in receipt of the products and services. The ownership of the products will be transferred to you upon delivery, provided that we receive full payment of all the amounts you owe us for the products and any associated products and services delivered.

9. PRODUCT RECEPTION; QUALITY; RESPONSIBILITY

At the delivery of the products, you undertake to check that all the documents accompanying the products are in accordance with your order. We will not be liable to you for any loss, theft or damage to the products, which arises after the risk and property have been transferred to you. The date when the risk in relation to the products was transferred to you is confirmed on the delivery note either by you directly or by your representative, through the signature confirming the receipt of the products.

Our liability arising under or in connection with these terms or any supply there under whether for breach of contract, by way of indemnity, breach of statutory duty, in tort (including negligence), in equity or otherwise is (to the extent permitted by law) limited and excluded as follows;

To the maximum extent permitted by law, our liability in respect of any product purchased through the Chatbot is strictly and 100% limited to the purchase price of the respective product and its value.

We assume no liability for: (i) loss of income, (ii) loss of profit; (iii) the loss of contracts or business; or (iv) loss of expected savings.

To the maximum extent permitted by law, but without excluding anything that cannot be legally excluded in the case of consumers, we do not hereby assume any other guarantee except the above.

Due to the open nature of this Chatbot and the potential errors related to the storage and transmission of electronic information, we do not guarantee the accuracy and security of the information transmitted to or obtained from this Chatbot.

All product descriptions, information and materials published on this Chatbot are provided without any explicit, implicit or other warranties except as provided by law.

10. PRIVACY AND PERSONAL DATA PROCESSING

All personal data you provide to us in the Chatbot will be used in accordance with our Privacy Policy, available by following (<https://www.lafarge.co.ug/data-privacy-policy>).

Any other messages, information or materials you transmit through the Chatbot, such as questions, recommendations, suggestions, complaints or other messages kind will be considered as non-confidential and not protected by certain intellectual property rights.

We also use cookies on this Chatbot. You can find more information about cookies in the Cookies Policy.

11. COMPLAINTS AND COMMUNICATION

You may submit questions, requests, suggestions or complaints in relation to the Chatbot or its content. By using the Chatbot, you agree to communicate with us primarily through electronic means. We may therefore contact you by email or provide you with information by posting notifications on the Chatbot. For the purpose of carrying out the contractual relationship, you agree to the use of this electronic means of communication and confirm that all orders, order confirmations, notifications, information and other communications that we send to you by electronic means are the agreed form of writing communications.

You can also ask us any questions regarding the Chatbot, its use and its content. Suggestions, complaints, notices and questions can be submitted at the contact details indicated below:

- by e-mail: hima.kampala@lafargeholcim.com
- by telephone: +256312213100 within the time interval [8am-5pm]
- mail: PO Box 7230 Kampala, Uganda

Suggestions, complaints, notices and questions sent to us will include the e-mail address to which you would like to receive the response of the associated products and services provider.

12. FORCE MAJEURE

We will not be held responsible nor will we be responsible for any delay in the performance of our contractual obligations, if this is caused by events that are beyond our reasonable control.

An event that is beyond our reasonable control is an external event, unpredictable, absolutely invincible and unavoidable, having unimaginable consequences, occurring after acceptance of your order by us, including, but not limited to: fire, natural disasters, earthquakes, accidents, explosion, thunderstorm, flood, landslide, epidemic, inability to use public or private telecommunications networks, inability to use vehicles or other public or private means of transport, strikes, technical unemployment or union actions, riot, invasion, terrorist attack or terrorist threat, war (declared or not), threat or preparation of a war, acts, decrees, legislation, regulations or restrictions imposed by any government, or other similar circumstances ("Force Majeure"). Our liability is also waived in the event of a fortuitous event that cannot be foreseen nor prevented by the person who would have been liable if the event had not occurred.

In the case of a Force Majeure, the time period related to the fulfilment of the obligations or the remedy will be extended by a period equal to the duration of the Force Majeure case. You agree that in the case of a Force Majeure or fortuitous event we will benefit from an extension of the term to execute our obligations equal to the duration of the Force Majeure event or fortuitous event.

13. INTELLECTUAL PROPERTY RIGHTS

All copyrights, trademarks and other intellectual property rights in all materials or content displayed on the Chatbot are our property or are used by us legally. You may only use these rights and materials with our written consent. However, you have the right to use this Chatbot to the extent that you need to make a copy of any order you placed in the Chatbot.

14. SEVERANCE

Should any provision of these T&Cs be invalid or unenforceable, then the remainder of these T&Cs shall remain valid and in force. The invalid or unenforceable provision shall be either: (i) amended as necessary to ensure its validity and enforceability, while preserving the parties' intentions as closely as possible or, if this is not possible, or (ii) construed in a manner as if the invalid or unenforceable part had never been contained therein. This shall apply accordingly in the event of any unintended gaps.

15. LINKS FROM THE CHATBOT

The Chatbot may contain links to other chatbots or websites of third parties. Any links provided are provided for informational purposes only and We offer no guarantee of control over the content of the linked chatbots, websites or their respective materials. Accordingly, we accept no liability for any loss or damage that may result from the use of such links.

16. APPLICABLE LAW AND DISPUTE RESOLUTION

These T&Cs and the use of the Chatbot shall be governed by the laws of Uganda. Any dispute arising out of or in connection with the T&Cs and/or the use of the Chatbot will be resolved exclusively by the courts of Uganda.

17. UNACCEPTABLE USE

Any use of the Chatbot which is in breach of applicable laws and regulations, or which is otherwise inappropriate or may be damaging to us or our customers or business partners is unacceptable and not permitted.

The following activities are examples of activities which constitute unacceptable use and are generally not permitted:

- Revealing your account data to other persons or allowing use of your account by others. This includes family and other household members when work is being done at home.
- Accessing a user account or any other data or information within the Chatbot which you are not authorized to access.
- Any use which violates third party intellectual property rights or any law relating to intellectual property that may have commercial value, such as copyrights, trademarks and patents.
- Any use which violates anti-trust or competition law, anti-bribery and corruption.
- Procuring or transmitting material that violates or is likely to constitute harassment or bullying, material that is hostile or abusive to another, or which may be defamatory, discriminatory, or intended to offend, material which is misleading, or which is of a pornographic nature or illegal.
- Using your Chatbot account to conduct any unauthorized commercial activity or making any misleading statements in relation to Hima Cement Limited, its staff, customers, products and services or in any other way which affects the legitimate interests of Hima Cement Limited.
- Forwarding, copying, printing or otherwise exporting any documents, data, screenshots or other information from the Chatbot without authorization.

18. ENTIRE AGREEMENT

Except as otherwise agreed above, These T&Cs and any document to which reference is made expressly constitutes the entire agreement between you and us relating to their subject matter and supersede any other agreement or any verbal or written prior arrangement between you and us.

ANNEX NO. 1

IDENTIFICATION INFORMATION OF SUPPLIERS

1. Hima Cement Limited, having its registered office at Plot 838 Namanve Industrial Park, PO Box 7230 Kampala, Uganda