

## **PRODUCT TERMS AND CONDITIONS:**

1. Acceptance of financing from NCBA Bank Kenya PLC (the Bank) shall be in accordance with this Agreement. By using or continuing to use the service, you are considered to have read, understood and accepted these terms and conditions and your acceptance of the terms will be legally binding.
2. The service may be accessed through the NCBA White labeled mobile App.
3. You shall obtain and maintain all licenses, permissions, authorizations, consents and permits (statutory, regulatory, contractual or otherwise) needed to fulfil your obligations under this Agreement.
4. You shall co-operate with the Bank and the Supplier/Group in all matters relating to this financing and provide them with such information and assistance as they shall reasonably require to enable them provide services in accordance with this Agreement.
5. In the case of distributor finance you shall ensure that each delivery of the supplies is accompanied by a delivery note that bears the date of the order, the type and quantity of the item(s) (including the code number of the product(s), where applicable) and, if the product(s) is/are being delivered in part, any outstanding balance and expected delivery timelines.
6. In the case of distributor finance mode of delivery shall be as agreed between you and the Supplier provided that you notify the Bank of any instances of non-delivery of the items.
7. You shall, within the shortest reasonable time possible, inform the Supplier of any shortfall in delivery or quality of the products with a copy to the Bank.
8. All financial facilities advanced are to be repaid within approved product program tenor from the date of disbursement.
9. All repayments towards the facility will be debited from your NCBA Bank account(s).
10. The repayments towards the facility are not subject to any realized sale of the product(s).
11. In the event of failure to repay the facility, the Supplier will have a right to cease further supplies to you until confirmation of satisfactory repayment or such other consent to continue with supplies has been obtained from the Bank.
12. Failure to make any payment due to the Bank under this Agreement by the due date will attract default interest on the overdue amount at the rate of [2.5] % per month on the outstanding or any other rate determined by the Bank from time to time and advised to you subject to any limitations by law. Such interest shall accrue on a daily basis from the due date until actual date of payment of the overdue amount. The default interest shall be paid together with the overdue amount.
13. You confirm that you have authorized the Supplier/Group officials to share your financial and other data with the Bank for purposes of this Agreement.
14. By submitting this application, you authorize NCBA Bank Kenya PLC to make inquiries into the banking and business/trade references that you have supplied.
15. The Bank reserves the right to reject your application or require further information to enable it to fulfil its obligations.

16. By submitting this application, you authorize the Bank to share information related to your facility with your supplier/Group officials.

17. By signing and submitting this application, you agree to be bound by the Bank's General Terms and Conditions and the Product Specific Terms and Conditions available in our website [www.ncbgroup.com](http://www.ncbgroup.com).