

HEMATON AGRICULTURAL EQUIPMENT ACCESS PROGRAMME

Supplier Operating & Commercial Agreement

Version 1.0 - October 2026

SUPPLIER DETAILS

Registered business name: _____	PACRA / Registration No.: _____
Trading name (if different): _____	TPIN: _____
Authorised representative: _____	NRC / Passport No.: _____
Email / Phone: _____	Physical address: _____

This Agreement sets out the operating and commercial conditions under which an approved supplier participates in the Hematon Agricultural Equipment Access Programme. It should be read together with any purchase order, product approval, supplier notice, warranty obligation and other written transaction document issued by Hematon.

1. Supplier Verification and Approval

1.1 Registration does not by itself constitute supplier approval. Hematon may verify the supplier's business identity, registration information, TPIN/tax information, authorised representative, bank/settlement information and other information reasonably required for onboarding.

1.2 Hematon may approve, reject, suspend, request corrections from, or require additional information from a supplier before activation or continued participation.

1.3 Product publication is separate from supplier approval. Each product or SKU remains subject to Hematon product review and approval before publication.

2. Programme Operating Model

2.1 Hematon manages customer onboarding, lay-by payment schedules, payment records, customer follow-up and the programme administration applicable to customer transactions.

2.2 Equipment must not be released simply because a customer has paid a deposit or partial instalment.

2.3 Hematon coordinates procurement and fulfilment according to the applicable programme conditions, purchase order and authorised release/collection process.

2.4 The supplier remains responsible for accurate product information, stock information, lead times, product quality, applicable warranties and agreed after-sales support.

SKU means Stock Keeping Unit.

3. Annual Supplier Service Subscription

- 3.1 The standard annual supplier service subscription is ZMW 5,000 for a 12-month term.
- 3.2 The subscription includes the supplier's first three approved product/SKU listing slots.
- 3.3 Each approved SKU may carry unlimited inventory quantities during the active subscription term. Inventory quantity does not create an additional listing charge for the same SKU.
- 3.4 Each approved SKU above the first three is charged at the prevailing additional-slot fee. The current additional-slot fee is ZMW 1,500 per additional SKU, subject to Hematon's written tariff for the applicable term.
- 3.5 Supplier subscription and additional-slot access becomes active only after the required payment is approved through Hematon's existing finance verification process.
- 3.6 A paid product slot is tied to the approved SKU that consumed it during the applicable term. A supplier may not use an existing paid slot to substitute a materially different product without the required new-product approval and applicable slot entitlement.

4. Retail Pricing and Hematon Sales & Platform Fee

- 4.1 The supplier must declare the genuine normal retail/customer price for each product submitted to Hematon. The Hematon Sales & Platform Fee is deducted from the completed sale amount and is not added on top of the supplier's declared normal retail price.

Supplier Retail / Customer Price	Hematon Sales & Platform Fee	Supplier Settlement Before Applicable Tax Adjustments
Up to ZMW 20,000	10%	90% of declared retail price
ZMW 20,001 - ZMW 100,000	7.5%	92.5% of declared retail price
ZMW 100,001 - ZMW 500,000	5%	95% of declared retail price
ZMW 500,001 - ZMW 1,500,000	3.5%	96.5% of declared retail price
Above ZMW 1,500,000	2.5%	97.5% of declared retail price

- 4.2 The system may show the customer price, applicable Hematon fee, Hematon fee amount and expected supplier settlement before the supplier submits a product for approval.
- 4.3 By submitting a product under the displayed commercial terms, the supplier accepts the displayed fee and expected settlement for completed sales at that approved price.
- 4.4 The supplier must not artificially increase its Hematon price solely to recover the Hematon fee. Hematon may request evidence of normal retail pricing or reject/request correction of pricing that appears misleading or inconsistent.
- 4.5 Prices already committed to an active customer lay-by or transaction remain subject to the applicable approved customer terms. Supplier price-change requests must follow Hematon's product-edit review process.
- 4.6 Fees, invoices and settlements remain subject to applicable tax, VAT, invoicing and statutory requirements. Where required, Hematon may separately state tax components on the relevant invoice, purchase order, receipt or settlement record.

5. Product Listings, Stock and Changes

- 5.1 A product/SKU is a distinct approved listing. Variants, models or materially different products may require separate SKU listings.
- 5.2 The supplier must keep available quantity, specifications, images, lead time and availability information accurate and current.

5.3 Listing inventory does not mean that Hematon has purchased or taken ownership of all listed stock in advance.

5.4 Minor corrections to an approved product may be submitted through the existing edit-review process. A different product must not be substituted into the same listing merely to avoid a new SKU requirement.

5.5 Product removal is subject to Hematon approval and must not cancel or interfere with valid customer lay-bys, purchase orders or obligations already created against that product.

6. Warranty and After-Sales Support

6.1 Warranty information is required only where applicable to the product. Mechanical equipment, machinery and other warranted products should include the applicable warranty terms and supporting warranty document where required.

6.2 Products that do not ordinarily carry a warranty, including certain books, simple tools or non-warranted packages, may be marked Warranty Not Applicable.

6.3 Where a warranty is declared, the supplier remains responsible for honouring the approved warranty and agreed after-sales obligations.

7. Procurement, Supplier Payment and Product Release

7.1 The supplier acknowledges that customer deposits and instalments are administered through Hematon under the programme payment process.

7.2 A supplier must not release equipment solely because a customer presents proof of a deposit, instalment or application.

7.3 Product release/collection must occur only after the applicable Hematon procurement, purchase-order, supplier-payment and authorised release/collection conditions have been satisfied.

7.4 Where a customer collection code is used, the supplier must follow the existing Hematon collection-code validation process. An invalid, unavailable or non-redeemable code is not authority to release equipment.

7.5 The supplier settlement amount for an approved product may be carried into the applicable Hematon procurement/purchase-order process without changing the customer payment workflow.

8. Fulfilment and Service Levels

8.1 Once the applicable procurement and supplier-payment conditions are satisfied, the supplier must make the approved product available in the agreed specification, quantity, condition and fulfilment timeframe.

8.2 The supplier must promptly notify Hematon of material stock shortages, delays, discontinued products or other issues that may affect an approved transaction.

8.3 The supplier must cooperate with Hematon on reasonable transaction verification, fulfilment confirmation and customer-service issues relating to supplied equipment.

9. Accuracy, Compliance and Programme Conduct

9.1 The supplier is responsible for the truthfulness and accuracy of all business, banking, tax, pricing, product, warranty and supporting information submitted to Hematon.

9.2 The supplier remains responsible for complying with applicable business, tax, product-quality, safety, warranty and regulatory requirements relevant to the products it supplies.

9.3 Hematon may suspend or remove a supplier or product where information is materially inaccurate, pricing is misleading, service obligations are not met, compliance concerns arise, or participation creates unacceptable programme risk.

9.4 Any exception, negotiated commercial rate or product-specific deviation must be approved in writing by Hematon and may be recorded in the applicable product approval, purchase order, addendum or other written commercial record.

10. Term, Renewal and Changes

10.1 The annual subscription term is 12 months from the applicable activation date unless otherwise stated in writing.

10.2 Hematon may revise supplier tariffs or programme terms for future renewal periods. A revised tariff does not automatically rewrite an already approved and paid subscription term unless required by law or agreed in writing.

10.3 Continued participation after expiry is subject to renewal, updated supplier information where required, payment of the applicable renewal fee and continued compliance with programme requirements.

11. Acknowledgement and Signature

By signing below, the supplier confirms that it has read and understood this Supplier Operating & Commercial Agreement, including the annual subscription, SKU/listing rules, pricing obligations, Hematon Sales & Platform Fee, supplier settlement, warranty obligations, stock responsibilities, procurement/payment controls and authorised product-release requirements. The supplier agrees that this signed document may be stored electronically by Hematon as part of the supplier profile and relied upon for programme administration.

For the Supplier

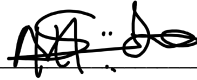
Name: _____

Signature: _____

Date: _____

For Hematon Agro Services Limited

Name: HENRY MALAMBO

Signature: 

Date: 1st september 2026

Supplier Company Stamp (if applicable):

END OF AGREEMENT