

1. Scope

These Order, Delivery and Payment Terms apply, as relevant, to catfish fingerlings, juveniles and table-size catfish; day-old chicks; live, dressed or frozen broiler birds; and animal feed supplied by CFH.

2. Order confirmation and payment

An enquiry does not reserve stock or production capacity. Orders for catfish fingerlings, juveniles, table-size catfish and broiler birds are accepted and scheduled for production only after CFH receives the deposit stated in the written order confirmation or Pro Forma Invoice. Orders for day-old chicks require full payment before the relevant production cycle begins. Orders for feed require full payment when the order is confirmed.

3. Cancellation, reduction and refund

After CFH has confirmed an order and committed it to a production cycle, the buyer may not cancel or reduce the order as of right. If the buyer requests cancellation or reduction, CFH may attempt to reassign the affected quantity to another buyer. Any refund will be limited to the amount recovered or otherwise refundable, less reasonable and documented costs already incurred by CFH. CFH will inform the buyer in writing of the outcome and the amount, if any, to be refunded.

4. Increasing a confirmed order

Any request to increase a confirmed order is subject to CFH's written acceptance, production capacity and availability. The additional quantity may require a different production cycle or delivery date. CFH will confirm the revised quantity, price and estimated supply date in writing before the increase becomes binding.

5. Estimated supply date

The supply date stated in the written order confirmation or Pro Forma Invoice is an estimate because the order involves live animals and biological production. CFH will provide reasonable updates if the expected date changes and will confirm the collection or dispatch date when the animals are ready. Any revised date that materially affects the buyer's arrangements will be discussed with the buyer promptly.

6. Release of orders

Products ordered will leave CFH's premises only after the full amount due, including any agreed charges, has been received in cash or is visible as cleared funds in CFH's corporate bank or mobile money account.

7. Transport arrangements

For dedicated direct delivery by taxi, truck or bus, the buyer negotiates and agrees the transport price directly with the driver. The transport agreement is between the buyer and the driver. CFH may assist by exchanging the buyer's and driver's names and telephone numbers and by sharing relevant previous experience with the driver. Live catfish, day-old chicks and live broiler birds will not be transported by public transport unless a responsible person accompanies the animals throughout the journey. Unaccompanied live-animal orders must use a dedicated direct-delivery vehicle. Where feed or appropriately packed dressed or frozen broilers are sent through a loading taxi, bus or trotro, CFH will pack the goods appropriately and label them clearly with the buyer's name, telephone number and destination. CFH will hand the goods to the station master, who will arrange loading onto a vehicle travelling towards the buyer's destination. Before the goods are loaded, the station master will ensure that the buyer receives the driver's telephone number and the vehicle registration number.

8. Force majeure

Neither party will be liable for delay or failure caused by an event beyond its reasonable control, including serious disease or mortality events, externally caused water contamination, flooding, fire, extreme weather, government restrictions, destruction of essential production facilities or similar events. The affected party must notify the other party as soon as reasonably possible and provide available supporting information. CFH will first consider whether the order can be rescheduled, replaced or otherwise fulfilled. If performance becomes impossible, CFH will provide a written account of costs already incurred and refund any remaining balance due to the buyer.

9. Acceptance of terms

Before payment, CFH will provide the applicable Order, Delivery and Payment Terms together with the written order confirmation or Pro Forma Invoice. By paying the required deposit or full amount stated in that document, the buyer confirms that the buyer has received, read, understood and accepted the order details and the version of the terms provided for that order. CFH will retain the order confirmation or Pro Forma Invoice, the applicable terms and the payment record as part of the transaction record.