

**REPUBLIC OF KENYA**

**SUPPLY AGREEMENT**

**THIS AGREEMENT** is made on this Date.....day of .....2009 between **DALBIT PETROLEUM LTD.**, a limited liability company of P.O. Box 1931-00200 Nairobi Kenya hereinafter called the “**Supplier**” which expression shall where the context so admit include its successors and assigns) on one part and .....hereinafter called the “**Purchaser**”.

**WHEREAS** the “Supplier” is a large scale supplier of petroleum products

**AND WHEREAS** the “Purchaser” is willing to source its fuel requirements from the Supplier.

**NOW THIS AGREEMENT WITNESSETH**

1. **THAT** the “Purchaser” hereby appoints the “Supplier” as one of their suppliers for Their fuel requirements.
2. **THAT** the purchaser expects to be lifting products to the tune of .....ltrs of .....per month. Subject to price competitive
3. **THAT** the “Supplier” will while this agreement is in force extend a credit limit of Kenya Shillings..... **Million** to the “Purchaser”.
4. **THAT** the “Purchaser” will effect payment of all the petroleum products supplied within.....of Invoice.
5. **THAT** any debt accruing herein will be treated as a civil debt and can be recovered summarily in a Court of Law.
6. **THAT** if either party wishes to terminate this agreement for whatever reason it shall give **One (1) Month** written notice to the other party and such notice shall be deemed sufficiently served if hand delivered to the parties business office or sent by prepaid registered mail to the address referred to this contract including sale of the other securities.
7. **THAT** this agreement shall be governed by and construed in accordance with the Laws of Kenya.

- 8. **THAT** all Product LPO's will be supplied in accordance with laid down terms of trade and credit limits and should availability of product be insufficient, adequate and timely information will be relayed to the purchaser.
- 9. **THAT** the terms of this agreement will be binding on the successors and assignees of all the parties and Neither "Supplier" nor "Purchaser" will assign or transfer this agreement without the consent of the other party.

**IN WITNESS WHEREOF** this agreement has been sealed signed and delivered on the date and year first herein before written.

**SEALED** with the common seal of the "**Supplier**" )  
**DALBIT PETROLEUM LIMITED** )  
and delivered in the presence of: )  
) )  
**DIRECTOR** )  
) )  
**DIRECTOR/SECRETARY** )

**SEALED** with the common seal of the "**Purchaser**" )  
..... )  
and delivered in the presence of: )  
) )  
**DIRECTOR** )  
) )  
**DIRECTOR/SECRETARY** )

**SIGNED** by the "**Guarantor**" )  
..... )  
In the presence of: )  
) )  
) )

**DRAWN BY:**  
**KINOTI & KIBE CO.**  
**ADVOCATES**  
**QUEENSWAY HOUSE**  
**5<sup>TH</sup> FLOOR**  
**KAUNDA STREET**  
**P.O. BOX 29871-00202**  
**NAIROBI**