

## **GENERAL TERMS & CONDITIONS OF SALE**

### **1. Enforcement of the general conditions**

These General Sales Conditions prevail on the General Purchase Conditions of the Buyer and shall be applied automatically to any Offer/Proforma Invoice/ Order Confirmation and/or Sales Contract issued by the Seller concerning the Products sold. Any amendment to these General Sales Conditions shall be valid between the parties only if agreed in writing and signed by a representative duly authorized by the Seller.

### **2. Description of products**

Description and specifications of the Products shall be in compliance with those indicated in the Offer/Proforma Invoice and/or Order Confirmation and/or Sales Contract. Therefore, any information or data contained in any brochure, catalogue, price list or whatever promotional material of the Seller, shall be deemed as merely indicative.

### **3. Effectiveness**

3.1 Offers and Proforma Invoices issued by the Seller in relation to the Products are valid for 60 days, except in case of any different indication in the Offer/Proforma Invoice.

3.2 When the Seller, on the basis of his Offer, receives an Order from the Buyer in written or oral form, he will issue the relevant Sales Contract / Order Confirmation or Proforma Invoice which must be countersigned by the Buyer; however, in the event that the Buyer does not sign it, the Proforma Invoice / Order Confirmation / Sales Contract will be however understood as tacitly and fully accepted if the Buyer does not raise any objection within 07 working days from its receipt.

3.3 The Offer/Proforma Invoice / Order Confirmation / Sales Contract will come into force and will be fully effective from the moment when the Buyer pays the down payment, if any, or opens the Irrevocable Documentary credit with all clauses considered acceptable by the Seller; starting from that moment the Buyer is not entitled to cancel his Order and the relative Offer/Proforma Invoice/Order Confirmation/Sales Contract, for any reason whatsoever. However the Seller, at its discretion, may decide to accept the Buyer's request

of cancellation of the Order; in this case, the Seller will have the right to withhold the down payment already paid by the Buyer, by way of reimbursement for damages and expenses incurred by the Seller, without prejudice to the right of compensation for greater damage.

3.4 Any modification or integration to an Offer/Proforma Invoice/ Order confirmation and/ or Sales Contract shall be in writing on Seller's letter head/E-Mail and inform by phone to the Seller.

## 4. Delivery

4.1 The Products shall be delivered according to Incoterms ICC 2020 indicated in the Offer/Proforma Invoice/Order Confirmation and/or Sales Contract. Any risk related to the Products, regarding lost or damages to the goods, as well as any additional cost, that may arise due to events occurring after boarding/sending the goods, shall be transferred to the Buyer at the place/port of departure, specified beside the Incoterm used in the Offer/Proforma Invoice/Order Confirmation and/or Sales Contract. In case of absence of a clear indication, the delivery shall be considered EX-WORKS Seller's premises.

4.2 Any delivery date or term indicated in the Offer/Proforma Invoice/Order Confirmation or Sales Contract and related to shipment and delivery of the Products shall be deemed as indicative, not binding for the Seller. It is understood that the Seller is entitled to modify the shipping date in the following cases:

- a) In case the Buyer has a delay in paying the price and does not respect what indicated in the Offer/Proforma Invoice/Order Confirmation;
- b) In case of force majeure or circumstances beyond the Seller's control, despite the Seller acting with the necessary diligence, whether such circumstances occur to the Seller or to one of his suppliers or partners.

Upon occurrence of the aforementioned hypotheses, Article 12 of these General Sales Conditions will apply.

4.3 In case no delivery date is mentioned in the Offer/Proforma Invoice/Order Confirmation/Sales Contracts, the Products shall be delivered within a reasonable time to be defined by the Seller in agreement with the Buyer.

4.4 In case the Buyer knows in advance that he is not in the position to receive the Products, he shall immediately inform the Seller about the reasons and

indicate a reasonable delivery date by which he expects to be able to receive the Products.

In any such case the Buyer will be responsible for any cost related to storage of the Products as well as insurance cost and extra costs, if any, related to the postponement of the shipment of the Products.

4.5 The Ownership of the goods shall not be transferred to the Buyer as long as the Seller has not received full payment of the purchase price defined and agreed in the Offer/Proforma Invoice/Order Confirmation and/or Sales Contract. Full payment shall include payment for additional costs such as storage costs, insurance costs due to delayed delivery of the Products as well as penalties and interests due to late payments.

4.6 The Seller shall be entitled to carry out partial deliveries. In such case the Buyer shall not be entitled to object or raise any claim whatsoever.

## 5. Packaging

5.1 The Products shall be delivered by the Seller with a packaging suitable and appropriate for the kind of product delivered.

5.2 If the Buyer requires special packaging and/or packing different from the Seller's standard method of packaging, any additional cost related to such a request shall be exclusively charged to the Buyer.

## 6. Invoicing and Payments

6.1 Invoices shall be issued by the Seller to the Buyer in compliance what has been established in the Offer/Proforma Invoice/Order Confirmation and/or Sales Contract. Payment terms shall be as stated on individual invoices to Buyer. Invoices are payable in INR / U.S. dollars only, unless otherwise expressly noted on the invoice. To earn cash discounts, payments must be received by the actual discount due date. Cash discounts apply only to the net purchase price for goods and do not apply to any other invoice charges, including without limitation any applicable charges for packaging, handling or transportation.

6.2 Payments shall be made in compliance with the terms and conditions specified in the Offer/Proforma Invoice/Order Confirmations and/or Sales Contract. Payment terms must be regarded as essential. If the Buyer does not pay the price within the due term indicated in the Offer/Proforma Invoice/Order Confirmation or Sales Contract, he shall automatically be due to pay a penalty

equal to 1.5% of the unpaid sum, for every month of delay in payment or 0.5% of the unpaid sum, of each week of delay in payment.

6.3 In case of multiple Offers/Proforma Invoices/ Order Confirmations and/or Sales Contract for Products, the Seller shall be entitled to suspend the deliveries of the Products if the Buyer does not carry out the payments within the terms set forth in the Offers/Proforma Invoices/ Order Confirmations and/or Sales Contract, even one only. Furthermore all payments received from the Buyer related to the suspended Offer/Proforma Invoice(s)/order confirmation(s) and/or Sales Contract(s) will be used to offset the missing payments or the payments partially executed for the Offer/Proforma Invoice/order confirmation(s) and/or Sales Contract.

6.4 The Seller shall be entitled to suspend the delivery of the Products in case of an economical or political situation that could prevent the Buyer from fulfilling his contractual duties within the agreed terms. Such a condition could be receivership or bankruptcy of the Buyer as well as any other situation that may put the Buyer in the position not to be able to fulfill his contractual obligations.

6.5 All payments in favour of the Seller are to be made net of any bank cost, stamp duty or other type of deduction levied on the payment by the Buyer. In case the full amount is not received by the Seller, the deducted amount will be – at discretion of the Seller and on the basis of the applicable law - charged to the Buyer.

6.6 Any technical or commercial problem related to the Products and/or any delay in delivery of the Products shall not entitle the Buyer to delay or not effect the payments due to the seller.

## 7. Prices

7.1 The sales price for the Products is fixed and defined in the Offer/Proforma Invoice/ Order Confirmation and/or Sales Contract

7.2 Any claim or controversy shall in no case give the Buyer the right to delay or suspend or omit the payment or to reduce the sales price.

7.3 The prices indicated by the Seller in the Offer/Proforma Invoice/Order confirmation and/or Sales Contract are based on the values of wages, parts/accessories and raw materials in force at the time of conclusion of the Offer/Proforma Invoice/Order Confirmation and/or Sales Contract; should they undergo unpredictable price increases as specified also at article 4.2 b), the

Seller reserves the right to change the price by applying a maximum increase of 5% of the price value.

## 8. Retention of Title

8.1 The Product shall remain property of the Seller until sales price has been fully paid by the Buyer and received by the Seller.

8.2 The Products shall not be alienated, sold or ceased in any way, neither delivered as a pledge or as warranty in general, nor constitute part of a property or possession by third parties for any reason or value until the transfer of the products to the Buyer has been completely carried out.

8.3 It is intended that, in case indicated in article 8.2, the Seller will keep the payment already received as penalty, without prejudice to any legal action and further damages claim.

## 9. Warranty

9.1 The Seller warrants that the Products delivered will comply with the technical specifications only specified by Seller as per Offer/Proforma Invoice/Order confirmation and/or Sales Contract.

No other warranty, statutory or otherwise, shall be implied, including without limitation a warranty of fitness for a particular purpose. It is the responsibility of the Buyer to ensure that the Product enables him to manufacture a finished product in line with his expectations, taking into account the other components he uses in his manufacturing process.

9.2 The liability for any and all direct damages caused by the Seller to the Buyer shall not exceed the amount of the relevant Buyer's order.

9.3 The Seller shall not in any event be liable to the Buyer in contract, tort or otherwise for any indirect damages suffered by the Buyer or any third party, including but not limited to consequential loss, loss of business and loss of profit whatever and however caused, to the extent permitted by applicable law.

9.4 Under no circumstances is the Seller liable for any damages resulting from inappropriate storage or use of the Product by the Buyer.

9.5 No representative of Seller, nor any of Seller's distributors or dealers, is authorized to modify this section or to issue any warranty, oral or written, regarding goods delivered hereunder on behalf of Seller.

9.6 The burden of evidence to establish cases of serious negligence or of intentional action on the part of the Seller having resulted in damage lies exclusively on the Buyer.

9.7 Buyer agrees that any civil action against Seller relating to or arising out of the sale of goods hereunder shall be commenced within six (6) months of the date the Tax/Commercial Invoice made; otherwise it shall be barred.

## 10. Claims

10.1 All claims must be in writing and must refer to the specific order and shipment or invoice number. If multiple shipments are involved, a separate claim must be filed for each shipment. General claims against unspecified shipments will not be accepted.

10.2 Any claim for an apparent defect of the Product identified on delivery must be notified by the Buyer to the Seller or to his representative no later than seven (7) working days from receipt of the Product.

10.3 Goods may not be returned without the prior approval of an authorized Seller representative. Only products identified as "standard" on the applicable price sheet and/or packaging data sheet in effect at the time such return is requested will be considered for return. All returned goods must arrive at the point of return designated by Seller in salable condition before any credit issued.

10.4 For all claims, the following information and documents must be supplied: the invoice number or weight list for the disputed batch with mention of the faulty batches or units; the number of the faulty pallet (photocopy of the label); an exact description of fault identified, and photos of the alleged fault and a sample of the Product.

10.5 In the event of a claim, the Products delivered must be made freely accessible to the Seller or to his representative for checking.

10.6 Returns of Products will be permitted if they have been preceded by a claim in compliance with these General Conditions of Sale and they have been explicitly accepted by the Seller.

10.7 Any return of Products accepted by the Seller will only give rise to the establishment of a credit note corresponding to the invoice value of the returned Products.

## 11. Product Liability

11.1 The Seller shall not be liable for any damage, direct or indirect, caused by the Buyer, to third Parties and/or to things and/or to persons, resulting from use of the Products. As illustrative but not exhaustive examples, such damages could be: lack of profitability, damages to the infrastructure, to persons, and any other such cases. For any such damage, The Buyer shall indemnify the Seller and deem the Seller not liable.

11.2 The Seller is not deemed liable for damages to things and persons and/or malfunctioning related to use of the Products if the Buyer, while using the Products, has not observed the Seller indications related to transport (according to the agreements), installation of Products, maintenance, ambient conditions and general practices.

## 12. Act of God

12.1 The Seller shall not be liable for the delay in the delivery of the Products or for any breach of contract if caused directly or indirectly by:

- Act of God (such events include but are not limited to circumstances of government rules, war, rebellion, revolution, strike or other labor disputes, fire, flood, sabotage, nuclear accident, earthquake, hurricane, storm, and pandemic or epidemic conditions);
- Circumstances beyond the Seller's control, which include labor force shortage, material and parts shortage. Further the Seller shall not be liable for any delay in the delivery of the Products in case of shortage in equipment, energy, lack of means of transportation, lack of authorizations, prohibitions resulting from governmental regulations, changes in national or international legislation, including the adoption of restrictive measures or international economic sanctions.

12.2 The Seller shall promptly inform the Buyer in writing as soon as any Act of God condition or circumstances beyond the Seller's control have ceased to occur.

12.3 With the exception of the provisions of articles 4.2 & 7.3 of these General Conditions, the Offer/Proforma Invoice/Order Confirmation/Sales Contract will in any case be considered valid and in force and at the end of Act of God condition / circumstances beyond the Seller's control, each party is due to fulfill its

obligations; in the event that this Act of God condition / circumstances beyond the Seller's control last for more than 3 months, the Seller may decide to cancel the Offer/Proforma Invoice/Order Confirmation on Sales Contract without being responsible for any damage/costs suffered and borne by the Buyer.

### **13. Intellectual Property**

13.1 All information, technical standards, technical specifications and procedures provided by the Seller are exclusive property of the Seller. No brand, license or patent utilization or other Industrial or Intellectual Property rights, related to the technical specifications provided and to the know-how provided is granted to the Buyer.

13.2 The Buyer shall not use the name, the trademark and other rights related to the Intellectual Property in advertising activities without previous consent in writing by the Seller.

### **14. Confidentiality**

The Buyer and the Seller agree that each Party may disclose to the other Party confidential information related to its own activity. The parties agree to keep such information confidential and agree not to disclose such confidential information to third Parties. The use of such confidential information is allowed only for the purposes related to the purchase of Products. Upon request by the other Party any document received, holding confidential information, will be returned.

### **15. Applicable law and Jurisdiction**

15.1 Any dispute between the parties arising out of the interpretation or execution of the contract or of the present General Conditions of Sale shall be submitted to the exclusive jurisdiction of the district court in the location of the Seller's registered office.

15.2 This clause shall govern any and all proceedings, without making reference to the Buyer's jurisdiction clause.

15.3 To the extent permitted by applicable law, the English version of the present General Conditions of Sale shall prevail.