

Date: 10.11.2023

General Terms and Conditions

In these Terms and Conditions of Sale of goods (hereinafter referred to as "the Conditions"):

"Acceptance" means the Buyer's acceptance of the order and/or acceptance of the delivery of the goods invoiced;

"Buyer" means the person contracting with the Seller for the purchase of Supplies and to whom this invoice is addressed;

"Seller" or **"Jean Mueller"** means Jean Mueller India Private Limited

"Contract" means the agreement as entered into between the Buyer and the Seller for the supply of the goods and shall include any subsequent amendments agreed thereto by the parties subsequently and in absence of such an agreement the terms and condition of Sale of goods stated hereunder shall be deemed to constitute such a Contract;

"Goods" or **"Supplies"** means any goods agreed to be supplied by the Seller under the Contract;

"Price" subject to these Terms, means the price for the Supplies as quoted in this invoice and confirmed by the Acceptance or taking of delivery of Supplies;

With reference to the above, the applicable Conditions for sale of goods are stated hereunder:

1. Acceptance of Conditions:

All sales are expressly subject to the conditions specified herein and upon buyer's assent thereto either in writing or by acceptance of delivery of the Supplies under this invoice. Any conditions specified in a purchase order or other document provided by one of the parties to the other at any point in the sale process before this invoice shall not be binding unless specifically agreed to in writing by both parties hereto.

2. Delivery, claims and delay:

Delivery terms shall be mutually agreed upon by the parties and shall be set forth on the confirmation issued by Seller for the goods. Seller will exercise its reasonable efforts to meet the delivery dates as specified in Seller's confirmation. Seller reserves the right to make delivery in instalments where required, and all such instalments are to be separately invoiced and paid for when due as per invoice, without regard to subsequent deliveries. Any reasonable delay in delivery of any instalment shall not relieve Buyer of Buyer's obligations to accept remaining deliveries.

Immediately upon Buyer's receipt of any goods delivered hereunder, Buyer shall inspect the same and shall notify Seller in writing of any claims for shortages or damages and shall hold the goods for Seller's written instructions concerning disposition. If Buyer shall fail to so notify Seller within three (3) days after the goods have been received by Buyer, such goods shall conclusively be deemed to conform to the terms and conditions hereof and to have been irrevocably accepted by the Buyer.

The Buyer shall not be entitled to reject any Supplies by reason of any minor defect which does not materially impair the quality or appearance of the Goods.

3. Prices:

Prices are as per the list price, unless agreed otherwise in exceptional cases. The prices are for goods only and it does not include cost of transportation, storage and/or installation of goods.

4. Taxes:

Taxes are indicated separately in the invoice and are payable by the Seller in due course to the government treasury.

5. Title and Risk of Loss:

Unless otherwise agreed upon by the parties and stated in Seller's confirmation, the seller dispatches goods ex-warehouse and title and risk of goods shall pass to Buyer at the time of Seller's delivery of the goods to the carrier for delivery to Buyer, even though the carrier may be selected by Seller.

6. Transportation:

Unless otherwise agreed upon by the parties and stated in Seller's confirmation, delivery hereunder shall be made with transportation expenses being borne by Buyer.

7. Terms of Payment:

All payments must be made on terms agreed between Buyer and Seller. Due date will be calculated from the date of invoice. Any payment after the due date will attract an interest @ 12% per annum up to 15 days of delay and any further delay will attract interest @ 18% per annum. Failure to make timely payment of invoices covering final or partial delivery entitles Seller at its option to withhold delivery of goods ordered without liability.

Until full payment for all such goods, in addition to any other remedy available at law, Seller has the right, at any time without notice, to take possession of and/or dispose of such Products, and for this purpose Buyer authorises Seller to enter its premises and agrees to store such Products in such a way that they are easily identifiable as the property of Seller.

In case of doubt arising at any time as to Buyer's financial capability, deliveries may be suspended until Seller receives satisfactory assurances. Seller shall be under no obligation to make any delivery when Buyer is in default hereunder or under any other sales agreement between Seller and Buyer. All credit notes are subject to fulfilment of conditions as agreed with Buyer previously or conditions mentioned herein.

The Buyer shall not be entitled to make any deduction from the invoice price in respect of any claim. If a valid claim is admitted by the Seller, Buyer shall receive an appropriate credit. Payments will be applied to the oldest invoices outstanding.

8. Express Warranty:

Seller has complied with good's specifications as provided to Buyer (or if the goods being sold by Seller is a custom built goods for Buyer, to the specifications provided by Buyer to Seller) and will be free from defects in materials and workmanship when installed in accordance with all applicable operating conditions, for a period of one (1) year after start-up (the "Warranty Period"), regardless of their nature. Seller shall, during the Warranty Period,

repair or replace any goods or parts or components of goods found to be defective. In the event Seller cannot repair or replace the goods, Seller shall refund, or credit to Buyer, the price of such goods. Buyer agrees to provide Seller a written notice of any defect within 5 working days from the date of installation or within 60 days from the date of invoice, whichever is earlier.

However, Seller's warranties made in connection with this sale shall not be effective if Seller has determined, in its sole discretion, that Buyer has tampered with the goods in any manner, has failed to install the goods in accordance with industry standards and practices or has exposed the goods to conditions which are not in accordance with instructions, if any, furnished by Seller. Such warranty shall not apply to any goods, where installation and structural integrity has been altered or repaired by anybody other than the Seller's personnel or by personnel expressly approved by the Company. Further, the warranty would be applicable subject to following minimum requirements:

9. Warranty Disclaimer:

Except as set forth above, there are no warranties, express or implied, with respect to the goods sold hereunder. Seller expressly excludes and disclaims any implied warranty of merchantability and any warranties of fitness for a particular purpose, application or use. Under no circumstances will either party be liable for special, indirect, incidental or consequential damages, whether such damages are sought in contract, in tort (including but not limited to negligence and strict liability) or otherwise.

10. Cancellation and Return:

No accepted terms stated in a confirmation issued by Seller may be modified except with the prior mutual written consent of the parties. Any amendment or modification can be made only by written agreement signed by both Buyer and Seller, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery. Buyer will not cancel this order unless such cancellation is expressly agreed to in writing by Seller. In such event, Seller will intimate Buyer of the total charge for such cancellation,

and Buyer is liable to pay such charges, including, but not limited to, storage and shipment costs, costs of custom producing non-standard materials on Buyer's specification, costs of purchasing non-returnable materials, cancellation costs imposed on Seller by its suppliers, and any other cost resulting from cancellation of this order by Buyer which is permitted by Seller. Certification of such costs by Seller's independent Chartered accountant shall be conclusive on the parties hereto.

Goods once sold will not be taken back unless agreed by Seller in exceptional circumstances or where material has not been dispatched as per the Buyer's order read with the Warranty Clause.

11. Compliance with Laws:

Seller warrants that the goods, to the extent based on Seller's specifications, shall comply with all Indian Federal, State and local laws, regulations and ordinances affecting the goods. Buyer warrants that its purchase and use of the goods, as well as any specifications provided by Buyer to Seller for the goods, shall comply with all Federal, State and local laws, regulations and ordinances affecting the goods. The Buyer agrees that it has read and understands the Jean Mueller Code of Business Conduct and Anti-Corruption Policy.

12. Termination:

In the event that either party hereto breaches a material obligation imposed upon it by this agreement, the non-breaching party may give the breaching party notice of such breach and the breaching party shall have 15 business days to remedy such breach. In the event the breaching party does not remedy such breach in the time frame provided, the non-breaching party may immediately terminate this agreement by giving notice of such termination to the breaching party. The right to terminate this agreement is in addition to any other right the non-breaching party may have at law or in equity regarding such breach.

Notwithstanding the above, either party may immediately terminate this agreement if the other party becomes insolvent, enters into bankruptcy or a

receiver is appointed in respect to any of its business or an assignment is made for the benefit of creditors.

13. Confidentiality:

Each party agrees to hold in confidence and not disclose to any third party or use for its own benefits, other than as may be approved by the disclosing party, any confidential or proprietary information supplied to it by the other party hereto pursuant to this agreement. Confidential information shall not include information which

(iv) is within or becomes part of the public domain,

(v) is disclosed by a third party not under an obligation of confidentiality with respect to such information,

(vi) was already within the party's possession prior to its disclosure by the disclosing party, and

(vii) is independently developed without use of the disclosing party's confidential information¹⁴.

14. Intellectual Property Rights:

14. Force Majeure:

Seller shall not be liable for its failure to perform its obligations under this agreement when such failure results from any cause beyond Seller's reasonable control, including but not limited to fire, flood or other act of God, strike or labour difficulty or disagreement, diseases & pandemic, accidents at Seller's facilities, acts or requirements of government or civil authority, riot, war, embargo, truck or car shortage or other transportation delay or difficulty. In the event of such delay, the date of delivery shall be extended for a period equal to the time loss by reason of such delay. If such force majeure event continues for a period of 30 days, the party not impacted by the force majeure event shall be entitled to terminate this agreement upon notice to the other party. In the event of termination, Buyer shall reimburse Seller for all reasonable costs incurred to the date of the force majeure event and Buyer

shall be entitled to take control of the goods or any part of the goods for which it has compensated Seller.

15. Jurisdiction Clause:

The Agreement shall be subject to jurisdiction of the courts at Chennai, India