

General terms and conditions of sale - Dormer Pramet India Pvt. Ltd.

PRELIMINARY ARTICLE

These general terms and conditions of sale (hereinafter referred to as "GTCs") apply to all orders for products (hereinafter referred to as "Products") placed with DORMER PRAMET INDIA PVT. LTD., (hereinafter referred to as "DP") by any buyer (hereinafter referred to as the "Buyer") within the framework of the contracts that DP deals with, and to all sales made by DP notwithstanding any clause or condition to the contrary emanating from the Buyer. Consequently, any order placed with DP, regardless of its origin, necessarily implies, as an essential and determining condition, the Buyer's full and unreserved acceptance of these GTC. Any conditions to the contrary, and in particular any general or special conditions issued by the Buyer, including any conditions of purchase and order forms, shall consequently be unenforceable against DP, unless the latter has given its prior written consent. In the event of contradiction between the terms of purchase and/or contractual provisions proposed by the Buyer and the provisions of these GTC, the latter shall prevail. The fact that DP does not avail itself of any of these GTCs at a given time shall not be interpreted by the Buyer as a waiver by DP of its right to avail itself of them at a later date. These GTC may be modified at any time, it being understood that any possible modification will be notified to the Buyer one month before the date of application of the new GTC, unless the modification affects DP's pricing conditions.

1. PLACING OF ORDERS

- 1.1 Any written proposal from DP shall remain valid for a period of fifteen (15) days from the date of sending the proposal to the Buyer, unless otherwise agreed.
- 1.2 Any written proposal from DP, as well as any order sent to DP, shall only become binding after written confirmation of the said proposal or order by the latter, delivery being deemed to be acceptance in any event. In the event that the Buyer wishes to make any comments on the order confirmation, such comments must be made without delay after the order confirmation.
- 1.3 In accordance with commercial practice, DP reserves the right to deliver quantities up to 10% higher or lower than those in the written proposal or order, unless otherwise agreed.
- 1.4 The Buyer is obliged to comply with DP's packing units. Otherwise, DP reserves the right to change the quantities in accordance with its packing units.
- 1.5 Any cancellation or modification of an order by the Buyer shall be notified by the latter to DP and shall be subject to the prior, express and written acceptance of DP, which reserves the unilateral right to refuse it. No cancellation or modification of the order shall be enforceable against DP once the order has been the subject of a special production run or has been the subject of a total or partial delivery.
- 1.6 In the event of solvency problems on the part of the Buyer, DP reserves the right to demand payment of the amount of the order from the Buyer before the Products are shipped. DP reserves the right, even during the execution of the order, to demand a guarantee for the proper execution of the commitments, any refusal authorizing the cancellation of all or part of the orders placed. DP also reserves the right to refuse any order that is abnormal for any reason whatsoever or placed in bad faith, or in the event of the Buyer's failure to fulfil any of its obligations or whose effect would be to contravene the spirit of these GTC.

2. PRICES

- 2.1. The prices of the Products are set by DP's price list in force at the date of dispatch, unless otherwise stated. The prices communicated to the Buyer are net, exclusive of taxes and do not include the cost of transporting the Products from DP's warehouses to the place of delivery indicated in the order placed by the Buyer. These costs shall be borne by the Buyer.
- 2.2. The prices may be revised at any time with six (6) weeks' notice before the date of application, in order to take account of changes in the costs incurred by DP or its suppliers. By way of exception and in the event of exceptional increases in the costs of manufacturing and marketing the products: increases in the price of raw materials used in the manufacture of the products, transport costs or the cost of packaging or energy, DP may unilaterally increase its prices, with four (4) weeks' notice prior to the date of application, on condition that DP justifies this exceptional increase in the costs of manufacturing and/or marketing on the basis of objective elements that it will bring to the attention of the Buyer. Any Buyer who places an order after the entry into force of the new prices shall be deemed to have accepted the latter, which shall take precedence over any information that may differ from them and which may appear in the order.
- 2.3. The prices, technical data and other information contained in our catalogues, brochures and/or price lists are indicative, unless otherwise stipulated. Any samples supplied by DP shall be considered as specimens whose conformity with the Products delivered is not guaranteed.

3. CONTROL MEASURES, CHECKS AND TESTS

- 3.1. Before delivery of the Products, DP undertakes to check their conformity with the contractual stipulations.
- 3.2. All inspections, verifications, and tests, as well as all documentation, requested by the Buyer concerning the quality of the Products shall be at the Buyer's expense, unless otherwise agreed.

4. DELIVERIES

- 4.1. DP shall make deliveries according to the stocks available and in the order in which orders are received. DP reserves the right to make partial deliveries without any penalty whatsoever.
- 4.2. The Products shall be delivered in standard packaging. However, DP reserves the right to change the standard packaging without prior notice. Any special packaging (by sea or otherwise) shall be subject to additional invoicing.
- 4.3. Delivery times are given for information purposes only and without guarantee. These delivery times are calculated from the date of receipt of the order by DP and shall be deemed to have been met if the Products have left our factories, shops or warehouses on the agreed date or are subject to a request for inspection, verification or testing by the Buyer on that date.
- 4.4. If DP or the Buyer considers it impossible to make or receive the delivery within the indicative period or if a delay in delivery appears likely, each party undertakes to inform the other without delay and to communicate a new delivery period.
- 4.5. If the delay in delivery is attributable to DP and this delay causes considerable damage that DP had foreseen or should have foreseen, the undelivered Buyer may cancel the order for the undelivered Products, without prejudice to the provisions mentioned below on compensation for damage.
- 4.6. If the delay in delivery is attributable to the Buyer, DP reserves the right to extend the delivery period for a reasonable period of time in view of the circumstances. In this case, DP shall issue an invoice for the provision of the goods, which must be paid within the period originally agreed, without prejudice to the invoicing of storage costs. If the delay in delivery causes DP considerable damage that the Buyer had foreseen or should have foreseen, DP may cancel the order for the undelivered Products.
- 4.7. If, after having been informed of the delay in delivery as aforesaid, DP or the Buyer wishes to cancel the order for the undelivered Products, the cancellation must be made in writing and without delay from the notification of the delay in delivery. If, after having been notified of the delay in delivery in the aforementioned conditions, DP or the Buyer decides not to cancel the order, the delivery period mentioned in the notification shall be deemed to be the new delivery period.

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- 4.8. In any event, exceeding the delivery time may not give rise to any withholding or compensation of any kind whatsoever. Consequently, no penalty of any kind whatsoever shall be due in the event of late delivery, notwithstanding the existence of any clauses to the contrary in the Buyer's terms of purchase.
- 4.9. Any delivery periods accepted by DP shall be automatically suspended by any event beyond the control of DP which results in a delay in delivery, and in particular in the event of force majeure as defined in Article 8 below.

5. TRANSPORT, TRANSFER OF RISK AND RECEIPT

- 5.1 The Products are transported by DP to the place of delivery indicated by the Buyer at the time of the order. The transfer of risk occurs upon delivery of the Products to the place of delivery indicated at the time of the order, as soon as unloading operations begin.
- 5.2 It is the Buyer's responsibility to check the Products upon receipt in the presence of the carrier and to make, in the legal manner and timeframe, any clear and justified reservations as well as any complaints to the carrier. In any event, the Buyer shall be personally responsible for all possible claims against the carrier.
- 5.3 The Buyer shall, within seventy-two (72) hours of taking delivery of the Products, inform DP by registered letter with acknowledgement of receipt of the reservations made with respect to the carrier, as well as of any apparent non-conformities concerning the Products. Any claim that does not respect this deadline will be refused by DP.
- 5.4 No return of Products shall be accepted without the prior written agreement of DP, specifying in particular the conditions of transport. Any return of Products shall give rise to the issue of a credit note by DP to the Buyer, after having proceeded to the quantitative and qualitative verification of the returned Products. In the absence of a prior written agreement, the Products shall be held at the disposal of the Buyer and storage costs shall be invoiced. In any event, the cost of returning the Products shall be borne by the Buyer.

6. INVOICES – PAYMENT

- 6.1. Invoices are issued by DP on the date of delivery. They shall be drawn up in Indian Rupees and shall be payable at the registered office of DP.
- 6.2. Invoices shall be payable as provided on relevant offer/quote documents, or any other agreements between the Parties.
- 6.3. All applicable taxes, levies or duties, including GST, and increase therein, as may be applicable on the date of delivery shall be paid by Buyer in addition to the price quoted.
- 6.4. If Buyer's GST registration is inactive or suspended, the sale shall be effected assuming Buyer is an unregistered person under the CGST Act 2017, including creation of the E-way bill. DP shall not be subsequently liable to amend any invoices in GSTR 1 in this regard, once the same is created.
- 6.5. Payment by the stipulated date shall be of the essence of the contract. If the Buyer has any dispute with regard to any goods or part of goods delivered he shall, notwithstanding such dispute pay the price of the goods so delivered to the Seller by the stipulated date. In the event of failure on the part of the reason to the goods so delivered the Seller shall have the option to withhold further deliveries till payment is received by the Seller for the goods already to delivered or to cancel the contract with respect to the balance quantity, The Seller shall however, have the right to claim interest on the unpaid amount from the date of which the goods are ready for delivery till payment at the rate charged by the Seller's bankers on the Seller's over draft account. If the Buyer should fail to receive and pay for the goods in accordance with the terms and conditions of this contract, the Seller shall be entitled (but shall not be bound) to sell or dispose of the good at any time of the account and risk of the Buyer either by public auction or by private bargain without notice to the Buyer.
- 6.6. When payment is to be made by confirmed, irrevocable and without recourse letter of credit established by the Buyer, and when there is any delay in shipment owing to causes enumerated in Article 8, the Buyer shall extend the validity of the letter of credit for such time as the Seller may require.
- 6.7. The Seller shall have a lien on goods, paid for but not delivered to the Buyer, for the price of goods delivered on credit or of goods not paid for and not delivered whether all such goods are under the same or different contracts. The Seller shall be at liberty to deduct from any monies payable by the Seller to the Buyer the amount of any outstanding bill or claim that the Seller may have against the Buyer whether such monies are

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payable, under the same or different contracts and whether or not the Seller's claim in respect or such monies is disputed by the Buyer.

- 6.8. If the Buyer should suspend payment or commit any act of insolvency before recovering all or any portion of the goods or of the documents of title to all or any portion of the goods covered by the contract the Buyer shall be deemed to have refused to perform his contract and the Seller shall in that event be at liberty by notice in writing to cancel the contract at any time thereafter in so far as it relates to any goods railway or goods transport receipt that shall not have been received by the Buyer and they shall be entitled to compensation by way of damages for non-fulfillment of the contract and such damages shall be assessed at the difference between the contract price of such goods and the market price thereof at the date of such cancellation which said damages the Buyer shall pay on demand.
- 6.9. Under no circumstances may payments due to DP be suspended or be subject to any reduction or set-off at the sole initiative of the Buyer, the prior written agreement of DP being essential, regardless of any clauses to the contrary that may appear in the Buyer's general conditions of purchase. In general, any compensation is prohibited, and if it is made without the prior written agreement of DP, it shall be considered as a default of payment, authorizing DP to refuse any new order for Products and to immediately suspend current deliveries after having informed the Buyer.
- 6.10. In the event of non-payment of an invoice on its due date or in the event of non-payment of a due date in the event of payment by instalments, all invoices and due dates owed by the Buyer shall become immediately due and payable, even if they have given rise to drafts. In addition, the total or partial non-payment on the due date of any sum due to DP, as well as any change in the legal or economic situation of the Buyer, shall entitle DP to suspend the execution of any order in progress until the full and complete payment of the sums due to DP and to cancel any order in progress.

7. WARRANTY – LIABILITY

- 7.1 In the event of non-conformity with the order of the Products delivered, of latent or missing defects, DP's guarantee is limited to the replacement of the Products, without giving the right to the payment of any indemnity or damages for any reason whatsoever. The cost of transporting Products returned with the prior written consent of DP shall be borne by the latter.
- 7.2 DP shall in no event be liable for natural wear and tear of the Products, for abnormal use or maintenance or for use that does not comply with DP's specifications, for accidents or for modification of the Products.
- 7.3 In any event, DP shall not be liable for any indirect or consequential damages, costs and losses of any kind arising from the purchase or use of the Products, such as, but not limited to, loss of profits, loss of revenue, loss of goodwill, etc. The Buyer shall take out all necessary insurance, with waiver of recourse, for such damages, costs and losses.
- 7.4 8.6 DP's total liability for an order shall not be more than the value of such order.

8. FORCE MAJEURE

- 8.1 DP's obligations shall be suspended in whole or in part, by operation of law and without formality, and its liability shall be discharged, in the event of the occurrence of a case of force majeure, understood as any event beyond its control which could not reasonably have been foreseen at the time of the conclusion of the sales contract or the placing of the order and the effects of which cannot be avoided by appropriate measures.
- 8.2 It is specified that the following events shall be considered as force majeure:
- War (declared or undeclared), civil war, riot and revolution, riots, piracy, mobilization of personnel for military duties
 - Sabotage, requisition, various governmental measures such as confiscation, nationalization, embargo, expropriation, import or export prohibition as well as refusal to issue import or export licenses, whatever the authority from which such refusal emanates.
 - Natural disaster such as violent storm, cyclone, earthquake, tidal wave, flood, lightning strike
 - Epidemic or pandemic, i.e., the development and spread of a contagious disease on national or international territory

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- e. Measures taken by the competent authorities in France and abroad to limit the spread of an epidemic or a pandemic in the context of a declaration of a state of health emergency in the event of a health disaster which, by its nature and seriousness, endangers the health of the population,
 - f. Accident, particularly to tools, breakage of machinery, fire, explosions, destruction of machinery, plant and installations of any kind
 - g. Interruption or delay in transport, failure of any carrier, energy restrictions, inability to be supplied for any reason whatsoever
 - h. Damage to operating equipment, disruption of production, in-process scrap
 - i. Shortage of raw materials, packaging, or any other element necessary for the production or packaging of the products, quality defect or poor quality of raw materials
 - j. Default of a third party, in particular any defective or late delivery by DP's suppliers
 - k. Boycotts, strikes and lockouts in any form, work-to-rule, occupation of factories and premises, work stoppages occurring in DP companies
 - l. Computer virus and/or cyber attack
 - m. An act of authority, whether lawful or unlawful, arbitrary or not
- 8.3 In the event of the occurrence of a case of force majeure within the meaning of this article, DP shall inform the Buyer as soon as possible by e-mail confirmed by registered letter with acknowledgement of receipt. DP's obligations shall then be suspended by operation of law for the time during which it is unable to perform them due to the force majeure event invoked.
- 8.4 If the force majeure continues beyond a period of three (3) months after DP has notified the Buyer of the force majeure in accordance with the above conditions, the Buyer or DP may terminate the contract or cancel the order(s) concerned. In the event that the Buyer terminates the contract, DP shall be entitled to claim from the Buyer the costs incurred by DP in fulfilling the contract up to the date of termination.

9. INTELLECTUAL PROPERTY RIGHTS - PATENTS - TRADEMARKS – MODELS

- 9.1 DP is the owner or licensee of all intellectual property rights covering the Products sold to the Buyer, who therefore acknowledges full and complete ownership of them to DP or the DP group.
- 9.2 The Buyer undertakes to respect all of DP's intellectual property rights, of which it declares that it has full knowledge, in particular regarding trademarks, designs, patents and models, as well as all other intellectual property rights held by DP and its affiliates.
- 9.3 The Buyer undertakes not to engage in any sale or similar practice and, in general, not to do anything that might damage the image, credibility and reputation of the DP brand or any other brand owned or licensed by DP (or the Sandvik group).
- 9.4 The Buyer shall inform DP, by e-mail, confirmed by registered letter with acknowledgement of receipt, as soon as it becomes aware of any legal action brought against it in relation to intellectual property concerning the Products and shall not take any action without first referring the matter to DP. DP shall have the sole right to direct the proceedings and to decide on any action to be initiated or taken. If the Buyer incurs any costs in connection with any type of proceedings in which DP may be involved and on the basis of which the Buyer may believe it is entitled to claim damages, and without having previously agreed with DP, the Buyer shall bear such costs without being entitled to claim any reimbursement of the sums incurred.
- 9.5 If the Buyer becomes aware of any infringement of patents, models and trademarks relating to the Products, it shall immediately inform DP by e-mail confirmed by registered letter with acknowledgement of receipt.

10. PERSONAL DATA

The Buyer and DP undertake, in the context of the collection and processing of personal data, to comply with the relevant applicable laws.

11. CONFIDENTIALITY

DP and the Buyer acknowledge that they may, in the course of their business relationship, be entrusted with confidential information of a technical, commercial, marketing or financial nature or relating to elements to which intellectual property rights are attached. However, this list is not exhaustive. This information shall not, in any way, be disclosed to third parties. They guarantee the confidentiality of information, of any nature whatsoever, written or oral, of which they will become aware in the context of the execution of their commercial relations and shall refrain from communicating it to persons other than those who are entitled to know it under the terms of the latter, under penalty of having to compensate for the damage suffered.

12. GLOBAL TRADE COMPLIANCE AND END USE/USER ASSURANCE

- 12.1 For the purpose of the GTC “Global Trade Laws and Regulations” means customs, import, export, re-export, trade control and economic or financial sanctions laws, regulations and orders, always including such laws, regulations and orders of the UN, US, EU and UK, but also, as applicable, such laws, regulations and orders of any country in which the Products are manufactured, received, used, exported from, imported to, or as otherwise applicable.
- 12.2 For the purpose of the GTC “Prohibited Countries” means Afghanistan, Belarus, Iran, North Korea, Russia, Syria, Crimea and non-government controlled areas of the Donetsk, Kherson, Luhansk and Zaporizhzhia oblasts of Ukraine. DP reserves the right to amend the list of Prohibited Countries by written notice to the Buyer.
- 12.3 For the purpose of the GTC “Listed Person” means any person or entity, specially designated, blocked or otherwise individually listed or targeted under Global Trade Laws and Regulations
- 12.4 The Buyer represents and warrants that:
- none of the Buyer, its affiliates, or any of their respective officers or directors, is a Listed Person, or is owned to 50 % or more, directly or indirectly, individually or in the aggregate, or is otherwise controlled by one or more, Listed Person(s).
 - the Buyer has not engaged in, is not engaging in, and will not engage in any business involving a Listed Person, or any entity owned to 50% or more, directly or indirectly, individually or in the aggregate, or otherwise controlled by one or more, Listed Person(s); and
 - the Buyer has not engaged in, is not engaging in, and will not engage in any transaction that circumvents, evades, or avoids, or has the purpose or effect of circumventing, evading, or avoiding, or attempts to violate, any Global Trade Laws and Regulations.
- 12.5 The Buyer hereby agrees to observe and comply fully, and use the Products in full compliance, with all Global Trade Laws and Regulations. The Buyer agrees that no Products provided by DP shall be, directly or indirectly, sold, exported, re-exported, transferred, retransferred, or otherwise released or disposed to any person or entity, legal or natural, in breach of Global Trade Laws and Regulations. The Buyer shall not take any actions in furtherance of the GTC that would cause DP to violate any Global Trade Laws and Regulations to which DP is subject.

- 12.6 Without limitation to the generality of the foregoing, the Buyer shall not, directly or indirectly, sell, export, re-export, transfer, retransfer or otherwise release or dispose any Products:
- a. without securing all licenses and/or authorizations necessary under the Global Trade Laws and Regulations from the relevant governmental authority;
 - b. to, or for the benefit of, a Listed Person;
 - c. to, via, or otherwise for use in, Prohibited Countries;
 - d. for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, or for any nuclear explosive or unsafeguarded nuclear fuel cycle activity; or
 - e. for military end-use or to a military end-user, including military intelligence end-uses and end-users, without obtaining DP's prior approval.
- 12.7 The Buyer shall impose the obligations above in this appendix in all subsequent transactions involving the Products. Further, the Buyer shall establish and maintain adequate internal controls and mechanisms to (i) detect conduct by third parties in its downstream commercial chain, including possible resellers, that violates, or frustrates the purpose of, Global Trade Laws and Regulations; and (ii) ensure it obtains sufficient knowledge about end-user to determine whether for each contract, the Products, could be destined for an end-use which is not permitted under the GTC.
- 12.8 The Buyer agrees to, as promptly as possible and in any event within five (5) business days, notify DP in writing of actual or suspected breaches of any of the obligations above in this appendix and shall to the best of its abilities, cooperate with DP to facilitate compliance with Global Trade Laws and Regulations and will upon request, provide DP with copies of all documentation relating to any business dealings involving the Products, including but not limited to, end-user certifications. Further, the Buyer shall provide all information relating to requests for any Products, that the Buyer suspects could violate or circumvent Global Trade Laws and Regulations, or where the provision of Products would breach the Buyer's commitments under the obligations above in this appendix, including requests from or on behalf of a Listed Person or attempts to acquire any Products in violation of Global Trade Laws and Regulations.
- 12.9 If the Buyer, in whole or in part, breaches any of the obligations above in this appendix or (to the furthest extent permissible under applicable law) in DP's reasonable opinion any such breach is likely to occur, the Parties agree that: (i) DP shall be under no obligation to fulfil outstanding payments, deliveries, orders or alike; (ii) DP shall not be liable toward the Buyer or any third party for any subsequent non-performance by DP under the GTC; and (iii) that the Buyer shall indemnify and hold DP harmless from any claims or losses relating to such non-performance. Any failure by the Buyer to comply, in whole or in part, with this appendix, is to be considered a material breach of the GTC which will entitle DP to terminate the Agreement with immediate effect. Further, DP is entitled to terminate the Agreement with immediate effect upon written notice if either Party's ability to fulfil an obligation under the GTC is materially affected by the imposition of restrictions in Global Trade Laws and Regulations

13. APPLICABLE LAW – JURISDICTION

- 13.1 Any obligations arising out of or in connection herewith shall be governed by and interpreted in accordance with the laws in force in India without reference to its conflicts of law provisions. The parties hereby agree that the United Nations' Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the GTC and it is hereby expressly excluded.
- 13.2 In case of any dispute or differences between the parties in respect to the interpretation or implementation of the GTC, or any other dispute whatsoever in connection with or relating to the GTC, the same shall be settled by arbitration under the Mumbai Centre For International Arbitration Rules, which Rules are deemed to be incorporated by reference into this Article. The arbitration shall be referred to a single arbitrator appointed by Buyer from a list of 3 (three) persons identified by DP within a period of 30 (thirty) days from the date on which DP notifies Buyer of such list of persons, failing which the sole arbitrator shall be appointed by DP ("Arbitrator"). The decision of the Arbitrator in this regard shall be final and binding on both parties. The venue of the Arbitration shall be Mumbai, India and the language of the Arbitration proceedings would be English. The successful Party may seek to enforce the award in an appropriate jurisdiction. Subject to the arbitral tribunal awarding costs under the arbitral proceedings, each party shall bear its own cost of arbitration.

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