

TERMS AND CONDITIONS OF QUOTATION AND SALE

1. Definitions

- "Supplier" refers to CHW Forge Private Limited herein after called CHW.
- "Buyer" refers to a Corporation, Company, Firm, Individual or any other entity purchasing goods from CHW Forge Private Limited.
- "Goods & Services - Products" refers to the products manufactured and supplied by CHW Forge Private Limited as specified in the offer or order acceptance.

2. Acceptance of Purchase Orders & its Cancellation.

Sales of any goods or any related services (collectively, "Products") referenced in Buyer's written Purchase Order to Supplier ("Purchase Order") is expressly conditioned upon the terms and conditions set forth below, other than as specifically provided in a separate written agreement between Supplier and Buyer. Any additional or different terms specified or referenced in Buyer's Purchase Order are hereby excluded and shall not be deemed effective or binding unless expressly agreed to in writing by an authorized representative of Supplier. These terms and conditions represent the entire agreement between the Buyer and Supplier pertaining to the subject matter of this Purchase Order and shall supersede all prior oral and written agreements, proposals, communications, and documents. No Purchase Order placed by Buyer shall be deemed accepted unless or until Supplier issues a written acknowledgement. Any amendment, change order, revision, or termination to an already-accepted Purchase Order shall be subject to acceptance by an authorized representative of Supplier. All orders must be made in writing and are subject to acceptance by Supplier. Supplier reserves the right to accept or reject any order. Once the order is placed and Supplier acknowledges and accepts an order, the buyer cannot cancel, terminate, or modify the order, in whole or in part, without the prior written consent of Supplier.

3. Scope of Supply

Our scope of supply is strictly limited to the items, specifications, and requirements explicitly mentioned in this offer. While we have reviewed the documents provided by the customer to the best of our understanding, any requirement, specification, or condition not specifically addressed or included in this offer shall be considered excluded from our scope of supply.

Any additional requirements, whether mentioned in the customer's documents or arising later, shall be treated as extra work and will be subject to separate discussion, technical evaluation, and commercial agreement.

4. Prices & Taxes

- 4.1. The price provided in the Supplier's Quotation for domestic market will be in INR and for International market in USD or Euro. Nothing set forth in Buyer's Purchase Order shall modify or amend the quoted Prices, quantities, and/or the scope of Products offered, unless such modification or addition is agreed to in writing by Supplier prior to the Purchase Order.
- 4.2. The prices are exclusive of all taxes, license, documentation, registration, import, export, excise, franchise, stamp, or other tax, custom fees or tolls, levy, impost, withholding, fee, duty or other charge of any nature imposed by any governmental authority or other tax authority in any jurisdiction, and any and all fines, penalties, additions to tax, interest and other charges relating thereto (collectively, "Taxes"). All Taxes shall be paid by Buyer in addition to the Price. If any payment by the Buyer is subject to withholding tax, the Buyer agrees to increase the amount of any payment which is subject to a withholding or pay an additional amount as is necessary to ensure that Supplier receives the same amount it would have received if there had been no withholding. Buyer shall deliver any certifications and other documents required to demonstrate eligibility and to benefit from any exemption or other relief from any Tax.

5. Export Compliance of Dual Use Products falling under SCOMET.

India regulates the exports of dual use items, nuclear related items, and military items, under the SCOMET (Special Chemicals Organisms Materials Equipment and Technologies) list, which is notified by DGFT under the Foreign Trade Policy. If the Products are listed in the restricted list category of exports or are of dual use in nature, such products, are controlled under the Export Laws and Regulations of the Government of India, including but not limited to Export SOP by Department of Defence Production, The Arms Act of 1959 and Foreign Trade Policy of India. The Products cannot be exported out of India, re-exported or transferred to another country without the prior approval of the Indian Government. If the Purchase Order requires the delivery of Product outside of India, the Purchase Order shall be subject to the Indian Government granting the export license or any other approvals or Indian Customs' clearances required for Supplier to meet the obligations of the Agreement. Customer shall provide an end-use certificate on their Letterhead and/or non-transfer end use certificate, or other supporting documentation if requested by Supplier to accompany the export license application or any other approval as required by the Indian Government. It must be noted that the delivery period shall begin from the date of receipt of Export License. In the event the Indian Government does not grant the export license the purchase order shall not be executed under Force Majeure Clause. In order to know more in details about SCOMET items, kindly visit the web site of the Government of India https://content.dgft.gov.in/Website/append3_0.pdf.

Denial or Non-Grant of Export Authorisation

In the event that the Government of India or the competent authority denies, refuses, or does not grant the requisite export authorisation for the relevant order, the Manufacturer shall have no obligation to manufacture or export the relevant Forgings/Products, and the order shall be treated as cancelled without any liability on the part of the Manufacturer for non-performance arising solely from such denial or non-grant of export authorisation. This is to be treated as Force Majeure Clause.

6. Packaging, Shipping & Oversize Consignment

- 6.1 Supplier will pack the products according to the agreement mutually reached in writing between the buyer and the supplier. If Buyer has any special shipping or handling requirements, Buyer shall notify Supplier in a timely manner regarding any such special requirements, and Buyer shall be responsible for any increase in cost to pack the ordered goods.

- 6.2 The Price does not include any shipping or handling charges, and Buyer shall incur both the cost and the risk for bringing the Products to their final destination. Supplier shall notify Buyer when the articles are available at Supplier's facility for pickup and Buyer shall be responsible for arranging to have the articles picked up from Supplier's facility, and for completing any export documentation and clearing the Purchase Order through Indian Customs.
- 6.3 In the absence of specific instructions, Supplier shall select the carrier and, at its discretion, may ship the goods on Freight to pay basis but shall not be deemed to have assumed any liability in connection with the shipment, nor shall the carrier be construed as an agent of Supplier.
- 6.4 Please ensure that you are delivered the material in securely packed condition. In case if you receive damaged material, damaged boxes or short material, then kindly take the acknowledgement of transporter, otherwise your claim shall not be entertained. If you receive short supply or broken boxes, you must intimate us within 3 days from the day you receive the material. As far as possible, kindly share at least 3 to 4 photographs to notify your claim.
- 6.5 Supplier's prices are Ex works basis. Loading of the cargo as per the transporters directions shall be arranged by Supplier. However for Over Dimensional Cargo (ODC*) Supplier's scope is limited to the following:
- i) Supplier will strictly load the vehicle as per the directions of the transport company. Supplier's liability ends as soon as the vehicle moves out of Suppliers premises.
 - ii) Supplier will not be liable for any damage caused to the material, vehicle carrying the material or to any third party during transit of goods from Supplier's plant to the final destination.
 - iii) Buyers appointed Transport Company shall be liable to obtain the required permissions for transportation of over dimensional cargo (ODC) from Suppliers premises till the final destination. Once the transport approaches the Supplier for the collection of material, it shall be presumed that Buyer has advised his transporter to collect the consignment after ensuring that the necessary permissions to move/transport the ODC consignment has been obtained.
- 6.6 Definition of Over Dimensional Cargo (ODC*)
- i) As per Central Motor Vehicle Rules (Section 93, Sub Section 2, Page No 68), Indian Government defines the height limit for all mechanical trucks and trailers at 3800 mm (3.8 meters) from the surface of the road. This means that if we load a cargo of height 2450 mm (2.45 meters) on a vehicle having a platform height of 1400 mm (1.4 Meters), the total height of the cargo from the surface of the road will be above 3800mm (3.8 meters), hence the cargo will qualify as ODC.
 - ii) In case of length and width, the government has provided upper limits. The upper limit for length of the cargo is 12000 mm for rigid trucks, 16000 mm for articulated vehicles (also called trailers). The maximum width permissible is 2600 mm (2.6 meters) for all vehicles (Refer CMVR Section 93, Page No 68). Considering this upper bound, if cargo is wider than 2600 mm (2.6 meters), it is qualified as ODC even if the loading deck exceeds the cargo width.

7. Payment Terms

Buyer shall pay for all Products as mutually agreed in the contract. Payment shall be deemed to have been made when payment is received by an electronic transfer, Cheque, Demand Draft on realization in Supplier's bank account. Supplier reserves the right to assess interest on any late payments from the due date until receipt of payment in full and interest at the rate of two percent per month compounded monthly, and to charge Buyer for any collection or litigation expenses, including reasonable attorney's fees incurred by Supplier in the collection of late payment. In addition to any remedies under law, Supplier may at its sole discretion suspend future deliveries or services until all delinquent payments due are received. Supplier may require an advance payment or milestone payments prior to beginning performance of the Purchase Order. Supplier may require Buyer to obtain a letter of credit for international orders. All payments hereunder shall be paid without any deductions, set-off, withholding tax or counter-claims including for any Taxes. The Payment terms stated in the Order Acceptance shall be final. The buyer does not have the right to alter the payment term stated in Order Acceptance. No change will be entertained to the agreed payment terms. Upon failure by the buyer to make payment according to agreed terms, the Supplier shall have the right to declare all open accounts immediately due and payable and may defer further shipments until all accounts are paid. If there are objective circumstances giving rise to considerable doubts with respect to the creditworthiness of the buyer, in such cases Supplier shall deliver the product on receipt of full payment.

8. Force Majeure and Excusable Delay

- 8.1 Supplier shall not be liable for any damages of any kind for delay or non-performance if such delay or non performance is due directly or indirectly to:.
- i) Buyer, including omissions or failure to act on the part of Buyer or its agents or employees.
 - ii) An Event of Force Majeure, defined herein as including acts of God, acts of public enemies, fires, earthquake, floods or unusually severe weather conditions, strikes, lockouts, disputes with workmen or other hostilities, embargoes, wars affecting global disturbance and disruption in supply of input materials, riots, terrorism, civil disturbances, epidemics or quarantine restrictions, delays or shortages of transportation, governmental action including closure of traffic and denial or failure to grant an export license or other needed government authorization.
 - iii) Causes beyond Supplier's reasonable control, including severe accidents, breakdown of critical equipment at Supplier's plant, unforeseen production or engineering delays or inability of Supplier or its vendors to secure adequate materials, manufacturing facilities or labour, or any other acts and causes not within the control of Supplier, which by the exercise of due diligence and reasonable effort, Supplier would not have been able to foresee, avoid or overcome.
 - iv) The Buyer does not have the right to make Risk Purchase without the written permission of the supplier.

8.2 Supplier shall notify Buyer of any delayed or non-performance due to an excusable delay or Event of Force Majeure as soon as practicable. If either such event should occur, Supplier's period of performance shall be extended for a period of time equal to the duration of such event. If the excusable delay or Event of Force Majeure extends more than six months, Supplier and Buyer may mutually agree to terminate the Purchase Order or any portion thereof impacted by the excusable delay or Event of Force Majeure, and Buyer shall promptly pay Supplier for any delivered Products or services performed, any works in process, any termination costs, including vendor settlement expenses, and a reasonable profit on the terminated Purchase Order or portion thereof that Supplier and Buyer agreed to terminate.

9. Acceptance of Terms & Conditions

These terms and conditions are applicable to all the sales, goods & services provided by the Supplier. Any purchase order or agreement made by the Buyer is subject to these Terms & Conditions unless otherwise agreed in writing.

10. Delivery

Delivery dates are estimates only and not guarantees. Partial deliveries shall be permitted. Supplier will not be liable for any delays in delivery due to fire, flood, governmental acts or other circumstances beyond Supplier's control (Please refer to clause no. 8 above). The contractual delivery period will begin from the date we receive technically and commercially clear Purchase Order. Since the products manufactured by the supplier are customized and are of specific requirement of the Buyer & have no other commercial value, it is not possible to register the order and initiate production without an effective Contract Review. Letter of Intent and Verbal confirmation of an order will be treated as incomplete. The delivery period would commence only after receipt of Technically and Commercially clear Purchase Order. Wherever Quality Assurance Plan, Drawings, Manufacturing Process Plan & Material Sampling and Test Plan are required to be approved by the buyer. The contractual delivery period shall commence from the day Supplier receives these approved documents. The Buyer agrees to accept delivery of the products on the scheduled delivery date. If the Buyer fails to accept delivery at the agreed time, the Supplier shall have the right to store the products at the Buyer's risk and expense. In the event of a delay in acceptance of delivery due to the Buyer, the Buyer shall be responsible for all costs associated with the storage of the products. This includes any fees charged by Supplier for storage space, as well as any other incidental or consequential charges incurred in maintaining the products during the storage period. Furthermore, the Buyer shall also be responsible for the cost of insurance for the products while they are in storage due to the Buyer's delay. Written intimation regarding the readiness of the material shall be considered as the date of delivery for calculation of interest for delay in collection of material. Interest shall be charged at the rate of two percent per month compounded monthly. Supplier will notify the Buyer of the total costs incurred i.e. cost of insurance, storage, handling charges, interest in delay of collection of material and any other incidental or consequential charges. Supplier shall not be liable for any loss or damage to the products during the storage period, regardless of the circumstances, as long as the Supplier has exercised reasonable care in storing the products. Unless otherwise agreed, Supplier shall decide how to dispatch the product and invoice accordingly and shall choose the type of Carrier and mode of transport.

11. Amendments to Purchase Order

Supplier shall not be liable for any delays in delivery caused by actions or omissions of the buyer, including but not limited to failure to make advance payment, necessary documentations or any other act that interferes with the Supplier's ability to fulfil the delivery schedule. Amendments to Purchase Order are highly discouraged by the Supplier. Amendments to the purchase order are accepted in extreme circumstances with prior acceptance of the Supplier in writing. It is because, the amendments can impact the Supplier's price and delivery. If production is put on hold at the buyer's request, Supplier will assess the situation and provide a revised delivery schedule along with price implication. If there are any factors that may further impact the delivery, the seller will also inform the buyer accordingly. In case of amendments, our commitment for delivery made at the time of offer and order acceptance, shall be null and void. It will depend upon the nature of amendment and how much extra time and extra resources shall be needed to complete the delivery based on the availability of the production slot. The buyer is strictly advised not to release incomplete purchase order. The purchase orders should be released only when they are complete in all respects. The Buyer is strictly advised to issue Purchase Orders only after freezing their technical requirements. Supplier discourages amendments as they lead to delay in delivery and increased financial cost. Every time an amendment is made a lot of man hours are lost in technical evaluation of the buyer's requirements from start to the end. It takes lot of time and effort to take back the stale documents and replace them with the new documents. The Supplier uses Microsoft Business Central ERP system. Once the process is commenced it cannot be reversed.

12. Transfer of Ownership and Risk

- i) The Product shall be delivered as per terms specified in the offer and Order Acceptance. The terms of delivery and ownership shall be interpreted in accordance with the INCOTERMS in force on the date of contract.
- ii) Contract prices shall be as per agreed INCOTERMS. In case of any liability of any nature like freight, insurance, taxes, duties, fees and similar charges required for import to destination country or within India, Buyer is responsible for all local taxes, duties, and other fees related to local transport and customs clearance. Supplier will not be responsible for any kind of duties, taxes, related insurance and tariff.
- iii) Title and liability for loss or damage to the Products shall transfer from Supplier to Buyer upon delivery of the Products to your authorised carrier.

13. Inspection and Acceptance at Supplier's Premises

- i) The buyer has the right to inspect the goods before taking delivery at the supplier's premises. The final inspection will be held at the supplier premises only before delivery of goods.
- ii) All the necessary testing and measuring instruments will be provided to the buyer or his representative. The buyer must clearly state in his enquiry and the purchase order his requirement for inspection of goods.
- iii) First, the buyer must clearly state if he wants to conduct the final inspection or the stage inspection in his enquiry. He must clearly state who will bear the third party inspection charges. If Supplier has to bear the charges then Supplier has to know beforehand so that the cost may be built in the cost of the product. This aspect is very important and has to be specified in the enquiry itself as it will impact cost and delivery of the product.
- iv) Thereafter upon agreement buyer shall include in his purchase order the terms agreed regarding inspection of the material, Inspection charges and wherever applicable, the name and contact details of the nominated third party inspection agency.
- v) On receipt of the inspection call letter, the buyer's inspector or the third party inspection agency must visit Supplier promptly to carry out the inspection. Delay in visit for inspection will lead to the delay in delivery. It is important to note that the delay in delivery can be more than the delay made in carrying out the inspection. It is because the flow of production will get adversely affected. It takes time and planning to bring the production flow back on track.
- vi) Third party inspection charges are to the buyers account until and unless it is clearly agreed in writing that the price of goods is inclusive of third party inspection charges. The buyer shall be responsible for arranging the logistics for their inspectors & third party inspection agency. The payment to the third party inspection agency will be made directly by the buyer until and unless it is agreed in writing that Supplier has to make the payment and later recover from the buyer.
- vii) It is the responsibility of Supplier to send Inspection Call letter for inspection in writing to the buyer or to its nominated third party inspection agency giving a reasonable notice of three days inviting them to carry out the inspection at Supplier premises. The buyer is obliged to promptly visit and carry out the inspection.
- viii) Buyer shall inspect and verify the goods at the Supplier's premises prior to dispatch of the shipment. Such inspection shall be conducted during normal business hours and upon reasonable notice to the Supplier. The Supplier agree to provide necessary access and support during the inspection process.
- ix) The buyer's inspector shall verify that the Goods fully comply with the requirements of the Purchase order, drawings, Specification, Destructive and non-destructive tests and any other stated requirement. If the Goods do not meet the above requirements and if defects are found, the buyer shall inform the supplier in writing immediately and obtain the acknowledgement of the supplier's representative.
- x) The supplier is obliged to facilitate the buyer's inspector with the inspection and test instruments available at the facility. In case if special instruments are required for inspection, it must be specified in the enquiry. If a requirement originates later, then the cost of the instrument shall be to the buyers account provided the Supplier agrees to meet the Buyers demand. Once an order is placed, the buyer cannot come up with new demands and change the requirement.
- xi) The Buyer or his inspector shall provide written notice of acceptance or rejection of the inspected goods immediately after inspection failing which the goods shall be deemed to have been accepted. If rejected, the Buyer or his inspector shall provide a detailed account of the reasons for rejection.
- xii) Responsibility Post-Inspection: Upon completion of the inspection and acceptance of the goods by the Buyer, the Supplier shall no longer be responsible for any defects, damages, or deficiencies related to the inspected goods and shall be released from any liability related to such goods.
- xiii) If the Buyer fails to conduct the inspection within maximum time of 4 working days of being notified that the Goods are ready for inspection, such failure shall be deemed acceptance of the Goods, and the Supplier shall have no further liability in connection with any defects or non-conformance in the Goods.
- xiv) As a safety protocol the buyer's representative or their nominated surveyor's must wear personal protective equipment which are always available at the company gate. They are strictly advised not to go inside the plant unescorted and should confine their presence to the area of their activity. They should park their car at designated location. If they are accompanied by a driver, then the driver must be confined to the guest / waiting room at the gate.
- xv) The Buyers inspector or the inspector of their nominated third party inspection agency will not make pictures of any product, machines, documents & any area of the company.
- xvi) The supplier does not allow to use of pen drives in the company. If any help is required, our IT department may please be contacted.

14. Modification

Any modification of these Terms and Conditions shall be valid only if it is in writing and signed by the authorized representatives of both Supplier and Buyer.

Neither Party may assign or delegate a Purchase Order or any of its rights, duties or obligations regarding a Purchase Order to any other party without the prior written consent of the other party. Any attempt by either party to assign or delegate any of its rights, duties or obligations regarding a Purchase Order without such consent shall be void and of no effect. Notwithstanding the foregoing, Supplier shall be permitted to subcontract its rights, duties or obligations regarding a Purchase Order to another division, affiliate or wholly-owned subsidiary of Supplier and shall have the right to assign a Purchase Order to any successor by way of merger or consolidation or the acquisition of substantially all of the entire assets of Supplier relating to the subject matter of the Purchase Order; provided, however, that such successor shall assume all of the obligations of Supplier under the Purchase Order. Nothing in this provision is

intended to preclude Supplier from awarding routine subcontracts or purchase orders to vendors or other suppliers.

16. Audit

Notwithstanding anything set forth herein to the contrary, Buyer shall not be allowed or have the right to audit or examine Supplier's books of accounts and records.

17. No Third Party Beneficiaries

Except as expressly provided herein, these Terms and Conditions are for the sole and exclusive benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

18. Waiver

If either party, at their option, agrees to waive any of these Terms and Conditions, then such waiver shall not for any purpose be construed as a waiver of any succeeding breach of the same or of any other of these Terms and Conditions; nor shall such a waiver be deemed as a course of conduct.

19. Warranties

Supplier warrants that the Products manufactured by Supplier shall be free from defects. The warranty is limited to 12 months from the date of delivery. Supplier's obligation and Buyer's sole remedy under the Warranty shall be limited to Supplier's option. The repair or replacement of the nonconforming warranted Product as per the terms of the contract, notwithstanding the foregoing, the Warranty shall not apply to an Event of Force Majeure, wear and tear, or to defects arising from or connected with Buyer's or any third party's (i) improper receipt, transport, handling, storage, maintenance, testing, installation, operation or of the Product, or (ii) alteration, modification, maintenance, overhaul, repair, neglect or foreign object damage of the Product. Supplier shall have no obligation to Buyer for any failure, to the extent that it is aggravated by such continued use.

20. Limitation of liability

The Supplier liability for any claim arising out of or related to the goods is limited to the purchase price of that particular item. The Supplier shall not be liable for any consequential, incidental or indirect damages.

21. Proprietary Information

For the term of Buyer's Purchase Order, Supplier and Buyer, to the extent of their right to do so, may exchange proprietary and/or confidential information not generally known to the public ("Proprietary Information"), only to the extent and as reasonably required to perform its obligation hereunder. Any document marked "Confidential" or "Proprietary" and all copies made of any such document of Proprietary Information to the disclosing party ("Owner") upon completion of the purpose for which they were provided will be destroyed by Recipient. Neither Supplier nor Buyer shall be liable for any disclosure if the data: (a) is generally available to the public (or becomes so) without breach of by Recipient; (b) was available to Recipient on a non-confidential basis from a source that had the right to disclose such information; (c) was rightfully in the possession of Recipient prior to receipt from Owner; or (d) was independently developed without use of Owner's Confidential Information. No use of any Supplier trademark, service mark, trade name, design, logo or other trade dress may be made without the prior written consent of Supplier. Any Supplier mark or logo existing on the Product must not be altered or modified in any manner, combined with other elements, or rearranged without the prior written consent of Supplier. Buyer agrees that it will not attempt, nor will it direct or employ others to attempt, to reverse engineer the Product that is developed, manufactured or sold by Supplier. The confidentiality obligations herein shall survive for a period of five years after expiration of the Purchase Order. Any designs, drawings, Manufacturing Process Plan, Material Sampling and Test Plan, Quality Assurance Plan, any technical documents or specifications provided by the Supplier will remain the intellectual property of the Supplier and the Buyer agrees not to use or reproduce them without the Supplier's written consent. The priced offer submitted by the Supplier on the request of the Potential Buyer is the property of the Supplier. The Supplier's offer is to be handled confidentially by the person to whom this offer is addressed. It is solely intended to be used by the person to whom it is addressed. The Potential Buyer will not share this information with any third party without written consent of the Supplier. The Potential Buyer may share the information presented in this quotation to appropriate persons within their organization solely for evaluation purposes. It is expected that such persons will commit to hold Supplier information proprietary with the same precautions that they would handle proprietary information within their organization.

22. Severability

If any of these Terms and Conditions are at any time held to be invalid or unenforceable, then such term or condition shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of these Terms and Conditions, which shall remain in full force and effect.

23. Dispute Resolution

- i) **Negotiation:** In the event of a dispute arising out of or in connection with term or provision set forth herein, the parties shall first attempt to resolve the dispute amicably through negotiations. The parties shall meet within 10 days of a written request by either party to discuss the dispute in good faith.
- ii) **Arbitration:** If the dispute cannot be resolved through negotiation within 60 days, the parties agree to submit the dispute to arbitration. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996.

- iii) Seat of Arbitration: The seat and venue of the arbitration shall be Ghaziabad, India. The arbitration proceedings shall be conducted in English.
- iv) Number of Arbitrators: The arbitration shall be conducted by a panel of one or three arbitrator(s) appointed in accordance with Arbitration and Conciliation Act, 1996.
- v) Final and Binding: The decision of the arbitrator(s) shall be final and binding on both parties, and the parties waive any right to appeal or challenge the decision, except as permitted by applicable law.
- vi) Costs: Each party shall bear its own costs incurred in connection with the arbitration, and the costs of the arbitration shall be borne as determined by the arbitrator(s).

24. Supersede Clause

These General Terms and Conditions for the Supply of Goods (hereinafter referred to as "Terms") constitute the entire agreement between the parties with respect to the subject matter herein and supersede all prior negotiations, discussions, agreements, or understandings, whether written or oral, relating to the supply of goods. Any modifications or amendments to these Terms must be made in writing and signed by authorized representatives of both parties. In the event of any contradiction between the Terms of Purchase Order, invoice or other documents, these Terms & Conditions shall prevail, unless explicitly stated otherwise in writing.

25. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with these Terms and Conditions including any question regarding its existence, validity or termination shall be subject to the exclusive jurisdiction of the courts of Ghaziabad District, Uttar Pradesh.

26. In addition to the Standard Terms and Conditions of Quotation and Sale, the additional terms below shall apply:

- i) Goods for Export : Under Indian law, including the Goods and Services Tax (GST) rules, the buyer after taking the delivery of goods from the suppliers premises meant for export cannot send such goods to any other Indian suppliers for processing or job work. The buyer must handover the original shipping bill to the supplier within a reasonable time after the goods are exported. It is because as per law the shipping bill of the exported goods have to be submitted to The Reserve Bank of India or its authorized agency to track the transaction.
- ii) Contracts or Purchase Orders shall be based on Supplier Standard Terms and Conditions of Quotation and Sale.
- iii) All documentation shall be in the English language.
- iv) Inspection and acceptance will be only at Suppliers premises. The Supplier shall provide all the standard accessories, measuring instruments and testing equipment's. If any special or specific instrument is required for inspection and testing then such a requirement must be agreed in writing at the time of signing of the contract. Wherever the tests are required to be carried out outside the Supplier's premises, such cost will be paid by the Buyer.
- v) The delivery period of the Buyers order will commence from the date the Supplier is provided with a technically and commercially clear purchase order along with proof of advance payment as stated in supplier's quotation. In case of export order for dual use products that fall under SCOMET items, the delivery will commence after receipt of the end use certificate, name of end user and after obtaining the export licence from DGFT/DPP (https://content.dgft.gov.in/Website/append3_0.pdf).
- vi) Any resulting Contracts for Domestic and International business will be subject to all laws and regulations India and to all administrative acts of the Indian Government pursuant to such laws and regulations.