

1. General:

We do not accept any responsibility for any invoices unless it is duly signed and stamp. The Supplier and Buyer are hereinafter collectively as the 'Parties' and 'individually as 'Party' which shall include its successors, assignors, affiliates company, executors or administrators wherever context so admits.

2. Price, Quantity, Payment:

Everything as per mutually agreed and signed Proforma Invoice (PI). Any amendment shall be notified to the Buyer from time to time in writing by email or separate amended PI.

3. Delivery:

As per the PI and shipping instructions (if any) subject to 'Incoterms – 2010' or any other mutually agreed terms. Any amendment shall be notified to the supplier from time to time in writing by email or separate amended PO subject to sanctions laws.

4. Quality:

(a) Supplier shall supply the product as per Buyer's PO specification or standard quality parameters and tolerances in respect to the product. (b) In case a buyer requires testing of quality of product from any independent third party agency then same shall be conducted at the cost of buyer or as mutually agreed otherwise.

5. Documentation:

Supplier shall deliver applicable shipment documents to Buyer from time to time as per the pre-approved draft documents.

6. Sanctions Compliances:

(a) Neither the Counterparty nor any of its Subsidiaries is or will become a Sanctioned Person. (b) The Counterparty represents and warrants that it will not, directly or indirectly, deal with any Sanctioned Person or Sanctioned Territory in connection with this Agreement or the products or services to be supplied hereunder, nor will it violate or cause Supplier to violate any Sanctions in connection with this Agreement. "Sanctioned Territory" means any country or territory with which dealings are broadly and comprehensively prohibited by any country-wide or territory-wide Sanctions (as of the date hereof, **North Korea, Cuba, Iran, Syria, and Crimea, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR), Kherson and Zaporizhzhya regions of Ukraine**). "Sanctioned Person" means any Person with whom dealings are restricted or prohibited under any Sanctions, including as a result of that Person's: (a) being named on any list of Persons subject to Sanctions, (b) being located, organized, or resident in, or directly or indirectly owned or controlled by the government of, any Sanctioned Territory, or (c) having any direct or indirect relationship of ownership, control, or agency with a Person described in (a) or (b). "Sanctions" means all laws and regulations of India, UAE, the United States, the United Kingdom, or the European Union, or United Nations Security Council resolutions, concerning economic sanctions, embargoes, or the freezing or blocking of assets or transactions of targeted Persons.

7. Intellectual Property Right (IPR):

The parties agree to support each other in order to protect the IPR (trademarks, patent, design etc.) in the best possible manner. (a) The Buyer has all necessary IPR in regard to products and use of said IPR does not infringe any third party's IPR or any other rights of any nature. The Buyer's obligations hereunder this clause shall survive after the expiration/termination of these T&C. (b) The Buyer represent and warrants it has all necessary and statutory approval from the respective government & statutory authorities for manufacture, test, label, package, store, receive and supply the product pursuant to this T&C. (c) The Buyer represents that such use or manufacturing and supply by the Supplier will not infringe the IPR of it's or any third party, either directly or indirectly in irrespective of jurisdiction / final destination. (d) Notwithstanding anything contained herein above, it is fully understood and agreed that any IPR related liability within or outside of the supplier jurisdiction, is to be borne by buyer only and Supplier shall not be held liable for any direct or indirect liabilities pertaining to trademark / IPR.

8. Representation and Warranties:

The Buyer represents and warrants that it has the full power, authority and legal right to execute, deliver, perform fully in accordance with these T&C including obtain and maintain all necessary approvals & certificates from the respective government and statutory authorities for conduct of its business as per laws of the country. Buyer also represents and warrants that these T&C does not contravene any other agreement to which Buyer is party including receipt of the Products from Supplier.

9. Indemnification:

Buyer agrees to indemnify, defend, and hold harmless to Supplier and/or, its officers, agents, employees and representatives from and against all claims, damages, losses or costs and charges of any kind or nature, reasonable attorney's fees and expenses arising out of or caused by or occurring in connection with the performance or non-performance by Buyer and/or, its officers, agents, employees, customers, or representatives under this T&C including without limitation, the claims in respect of the personal injuries to Buyer's personnel or third parties or from any actual or alleged infringement of IPR arising out of this T&C irrespective of the jurisdiction or from non-compliance of sanctions laws or any other laws by the Buyer in relation to these T&C.

10. Limitation of Liability:

Supplier and its respective employees, directors, officers, agents and customer shall not be liable to Buyer for any indirect, special, incidental, consequential or exemplary damages or loss, or for any lost profits, revenues, goodwill or savings arising out of these T&C or resulting from the use or performance of any purchased product, whether in an act for negligence, strict liability, tort, indemnity or otherwise. The Buyer shall be liable for any losses or damage of whatsoever nature, arising from a non-performance of these T&C.

11. Force Majeure:

In case of force majeure events that are beyond the control of the parties including (but not limited to) government decision, decisions of competent government authorities, trade embargo, industrial dispute, shortage of or inability to purchase raw materials, declared or undeclared war, sabotage, terrorism, change in law, civil protests and military campaigns, shortage of fuel or raw materials, earthquake, fire, storm, other natural disasters, epidemic, pandemic, lockdown, riot, confiscation of public needs, natural calamity, discontinuation of public or private transportation, stoppage in supply chain, supply of energy, non-availability of material or components used in the manufacturing of the Products or any other event beyond the reasonable control of the either Party or which creates inability to fully or partially perform the contractual obligations by the parties, the parties shall not be liable (other than any outstanding payment liabilities prior to occurrence of force majeure event) to one another. However, the party affected shall promptly give notice thereof to the other party and shall excused from such performance to the extent that it is necessarily prevented, hindered or delayed thereby during the continuance of any such happening or event, provided, that party affected shall use its best efforts to resume the performance of its obligations under these T&C.

12. Notice, Dispute Resolution & Governing Laws:

All notices by one party to other shall be in writing through registered e-mail. The parties shall first try to resolve any dispute amicably. In case the parties fail to reach the settlement then the dispute shall be settle under provisions of Arbitration Laws in force UAE / India (as case may be). The representative signatories of the parties are fully authorized to sign this agreement, including this arbitration clause. The seat and venue of arbitration shall be in UAE / India (as case may be) & proceeding shall be in English language. Any award or other outcome of such arbitration shall be final and binding upon the Parties. These T&C shall be governed by laws of UAE / India (as case may be). Both parties agree that any competent Court in UAE / India shall have jurisdiction to settle any dispute..

13. Termination:

Either party may terminate these T&C upon thirty days prior written notice serving to the other without cause. Upon the effective date of termination, all legal obligations, right and duties arising out of these T&C shall be terminated except for such legal obligations, right and duties as shall have accrued prior to the effective date of termination and except as otherwise mutually agreed by the parties. In event of any breach of T&C on the part of Buyer, the Buyer agrees to compensate to Supplier in such a manner as may be determined by the Supplier without any dispute. In the event any breach of conditions of sanctions laws, this agreement shall be terminated by the supplier with immediate effect including disclosure to appropriate authorities. In the event of termination of this agreement the supplier is not liable for any cost incurred by the Buyer as a result of termination of this agreement.

14. Miscellaneous:

(a)The both parties have read, understood and agreed these T&C and have the same validity as if it were an ink-signed document. (b)The Buyer agrees to provide Know Your Customer (KYC) and other information to supplier for the purpose of sanctions compliances check (c) Both parties hereto are Independent contractors and engage in the operations of their respective businesses on principal to principal basis. Parties to these T&C shall not be considered as the agent to the other party for any purpose whatsoever. (d) The Supplier can assign rights and obligations in full or part thereof under these T&C for the fulfilment of PO. (e) The Buyer shall not at any time during the continuance of these T&C or even after its expiry or earlier termination, divulge or make known to any person or persons, any trade secret, manufacturing process or any information concerning the business of the Supplier which may have come to their knowledge when dealing under these T&C, business and products subject to prior written consent from supplier (f) These T&C institutes the entire T&C of the parties on the subject hereof and supersedes all prior understanding and instruments on such subject except agreed hereunder in these T&C. (g) Any amendment shall not be binding upon either party unless approved in writing by both parties.