

## § 1 Scope of Applicability

(1) These General Terms and Conditions of Sale ("GTCS") apply to all sales of Goods by Hengst Filtration Private Limited (hereinafter referred to as "Seller") to its customer (hereinafter referred to as "Buyer"), notwithstanding any conflicting, contrary or additional terms and conditions in any Purchase Order or other communication from Buyer. No such conflicting, contrary or additional terms and conditions shall be deemed accepted by Seller unless and until Seller expressly confirms its acceptance in writing.

## § 2 Definitions

- (1) **"Buyer"** shall mean the person, firm, company to whom the Goods are being sold to by the Seller.
- (2) **"Confidential Information"** shall mean any and all proprietary, non-public information of disclosing Party that is disclosed verbally, in writing, on magnetic, electronic or other media, either directly or indirectly to the receiving Party in connection with this GTCS or a Seller's offer or a Purchase Agreement, and includes but is not limited to (i) information and documents related to the Goods (including any images and models); (ii) all product designs, capabilities, specifications, drawings, models, documentation, components, software (in various stages of development), architectures, agreement terms, financial, business, technical and/or pricing information, business and marketing plans, actual and potential customers and suppliers, and other similar information that is proprietary to the disclosing Party.
- (3) **"Goods"** shall mean the products manufactured and supplied by the Seller or purchased by the Seller from a supplier, including but not limited to industrial filtration systems.
- (4) **"Party"** shall mean the Seller or the Buyer individually.
- (5) **"Parties"** shall mean the Seller and the Buyer collectively.
- (6) **"Purchase Agreement"** shall mean a Purchase Order that has been accepted by the Seller in accordance with this GTCS.
- (7) **"Purchase Order"** shall mean the order issued by the Buyer specifying the details of the Goods.
- (8) **"Seller"** shall mean Hengst Filtration Private Limited.

## § 3 Offers, Purchase Orders and Order Confirmations

- (1) Seller's offers are subject to change before the acceptance of the Purchase Orders. This shall also apply if the Seller has supplied to the Buyer any catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions and/or documents – including in electronic form – to which the Seller reserves all proprietary rights and intellectual property rights.
- (2) Purchase Orders made by Buyer for the Goods shall be binding on both Parties upon confirmation by the Seller. Unless otherwise stated in the Purchase Order, the Seller shall have the right to accept such Purchase Order within two (2) weeks of receipt by the Seller.
- (3) Acceptance may be declared either in writing (e.g. by order confirmation) or by delivering the Goods to the Buyer.
- (4) All Purchase Orders issued by Buyer shall specify as a minimum the type and quantity of Goods requested, applicable unit prices, delivery place and requested delivery dates.

## § 4 Prices and Terms of Payment; Title of the Goods

- (1) The prices for Goods shall be those set forth in the Purchase Agreement. All prices are exclusive of any applicable taxes.
- (2) Unless expressly stated otherwise in the Purchase Agreement, upon delivery of the Goods, in accordance with paragraph 5, invoice shall be raised by Seller.
- (3) Unless expressly stated otherwise in the Purchase Agreement, the payment shall be made to the Seller, within thirty (30) days from the date of receipt of the invoice. The Seller may request for advance payment, which shall be stipulated in the Purchase Agreement. The Seller has the right at any time, also within an ongoing business relationship, to make a delivery contingent in whole or in part upon advance payment. The Seller shall declare the corresponding proviso when confirming the Purchase Order.
- (4) In the event the Buyer fails to pay the invoice within the agreed timelines, the Seller shall remind the Buyer of such non-payment and shall be given a grace period of five (5) days to make the payment. In the event the Buyer fails to pay the invoice despite the grace period, the Buyer is said to have materially breached these GTCS and the Buyer shall be charged interest amounting to 18 % on the purchase price. The Seller further reserves the right to claim further damages for such default.
- (5) The Seller further has the right to suspend delivery of any Purchase Agreement or any remaining balance thereof until payment is made or terminate delivery of any Purchase Agreement or any remaining balance thereof by providing written notice of termination to the Buyer within seven (7) calendar days of the expiration of the grace period or demand for return of the Goods delivered to the Buyer.
- (6) Title to goods delivered shall remain vested in Seller and shall not pass to Buyer until the Goods have been paid for in full and/or until the claims by the Seller arising from the relevant Purchase Agreement (if any) have been settled.

## § 5 Terms of Delivery and Late Delivery

- (1) Unless expressly stated otherwise in the Purchase Agreement, all deliveries of Goods shall be FCA (Free Carrier) in accordance with Incoterms 2020, from Hengst Filtration Pvt. Ltd., # 47 KIADB Hi-Tech Aerospace Park, Yelahanka Taluk, Bangalore – 562149, Karnataka, which shall also be the place of performance for delivery and any subsequent performance/remedy.
- (2) The risk of accidental loss and accidental deterioration of the Goods and risk of delay shall pass to the Buyer upon delivery in accordance with the agreed Incoterm of the Goods, at the latest.

## § 6 Acceptance of Goods

- (1) Buyer must inspect Goods delivered upon receipt. Buyer is deemed to have accepted Goods delivered unless written notice of rejection specifying the reasons for rejection is received by Seller within five (5) calendar days after delivery of the Goods.

## § 7 Warranty

- (1) Unless otherwise specified in the Purchase Agreement, the Seller warrants that the Goods will be free from defects in material and workmanship for a period of six (6) months from date of commissioning or twelve (12) months from the date of delivery whichever is earlier in accordance with the agreed Incoterm (the "Warranty Period"). Warranty period will not be applicable for consumables. e.g. filter elements. If the Buyer

notifies the Seller in writing of any proven or undisputed defect in the Goods within the Warranty Period, the Seller, at its sole discretion, may either repair or replace the defective Goods or refund the purchase price paid by the Buyer. The Seller will be responsible for all costs associated with access, de-installation, re-installation, and transportation of the Goods to and from the Seller.

(2) This limited warranty does not apply to (i) defects in Goods not manufactured by the Seller, or (ii) Goods produced according to the Buyer's specifications.

(3) Any repairs or replacements made under this warranty will not extend the original Warranty Period. The Seller does not provide any warranty against normal wear and tear or corrosion of the Goods or any repaired or replaced parts.

(4) The warranty and remedies provided herein are subject to the following conditions: (i) full payment of the purchase price by the Buyer, (ii) written notice of defects provided to the Seller within the Warranty Period, (iii) proper storage, installation, operation, use, and maintenance of the Goods, and (iv) no unauthorized modifications or repairs to the Goods by the Buyer.

(5) The remedies specified in this § 7 are the Buyer's exclusive remedies for any breach of the limited warranty described herein. The Seller disclaims all other warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

## § 8 Confidentiality

(1) Each Party undertakes to hold the Confidential Information of the other Party in strict confidence, at all times. The receiving Party shall not disclose Confidential Information to any third party unless authorized by the disclosing Party in writing and undertakes to only use the Confidential Information for the performance of these GTCS and any Purchase Agreement.

(2) The receiving Party may share the Confidential Information with its employees, officers, directors ("Representatives") on a need-to-know basis, provided such Representatives are bound by confidentiality obligations at least as strict as this clause. The receiving Party shall be liable for the acts and omissions of the Representatives.

(3) The receiving Party may disclose the Confidential Information due to governmental, statutory, law, court order, provided the receiving Party has provided a notice to the disclosing Party prior to such disclosure, if permitted by law.

(4) The obligations of confidentiality shall not be applicable to the extent that the receiving Party can demonstrate that such Confidential Information:

- (a) is or has become known in the public domain through no fault of the receiving Party or is in the possession of the receiving Party without restriction at the time of disclosure under these GTCS; or
- (b) is independently developed by the receiving Party; or
- (c) is rightfully obtained by receiving Party from a third party without any obligation of confidentiality to disclosing Party.

(5) Upon written request of the disclosing Party, receiving Party shall return, forthwith to disclosing Party, any and all Confidential Information in its possession and control, together with copies thereof, if any, it received from disclosing Party during the term hereof. Alternatively, disclosing Party may elect to have all Confidential Information it transmitted or communicated to receiving Party destroyed by receiving Party pursuant to written

instructions. Notwithstanding the foregoing, receiving Party may retain automatically generated electronically archived back-up copies and a confidential file copy of any Confidential Information in its possession solely for purposes of evidence or as may be required by law or otherwise, provided however, that any Confidential Information so retained will continue to be held subject to the duty of confidentiality contained in this GTCS for the duration of such retention.

(6) The obligations of this clause shall survive perpetually for Confidential Information that are trade secrets. For all other Confidential Information, the obligations of this clause shall survive termination / expiry of the business relationship between Buyer and Seller for a period of three (3) years from the date of termination/ expiry. For this purpose, the business relationship shall be deemed to have been expired when no Purchase Agreement has been concluded for 36 consecutive months.

## § 9 Indemnity

(1) Seller agrees to indemnify the Buyer and its customers for any damages, claims, losses arising due to infringement of third party's intellectual property right in relation to the Goods, unless the infringement was caused by the Buyer. Upon the Buyer's written request, the Seller shall have the sole right to control the conduct of any legal proceedings, claims, or negotiations for settlement, and the Buyer agrees to cooperate fully in such defence or settlement process.

## § 10 Limitation of Liability

(1) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF OPPORTUNITY, ARISING OUT OF OR RELATING TO THE SALE OF THE PRODUCTS OR ANY BREACH OF THESE GTCS, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED IN ADVANCE BY BUYER OR COULD HAVE BEEN REASONABLY FORESEEN BY BUYER, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

(2) IN NO EVENT SHALL THE SELLER'S TOTAL LIABILITY ARISING FROM THESE GTCS, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE, EXCEED THE AMOUNT PAID TO THE SELLER FOR THE GOODS SOLD HEREUNDER IN THE LAST THREE (3) MONTHS PRECEDING THE DATE OF THE CLAIM.

## § 11 Intellectual Property Rights

(1) As between Buyer and Seller, Seller owns and retains all right, title and interest in and to any patents, copyrights, trade secrets, trademarks and other intellectual property rights in the Goods.

(2) The sale of Goods does not convey a license, express or implied, to use any Seller intellectual property rights, and Buyer will not use any Seller trademark in connection with any Goods, other than with the consent of the Seller in writing.

## § 12 Force Majeure

(1) The Seller shall not be liable for any delay or failure to perform any of its obligations under this GTCS or any Purchase Agreement on account of a Force Majeure Event. In such case, the performance of the Seller's obligations shall be suspended for so long as the Force Majeure Event continues. Seller shall promptly inform the Buyer of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution.

(2) If the default of Seller due to an event of Force Majeure continues for more than two (2) months, either Party shall be entitled to forthwith terminate the concerned Purchase Agreement(s).

(3) "Force Majeure Event" shall mean such an event that is beyond the reasonable control of the Seller, the occurrence of which could not be reasonably expected, foreseen, avoided or overcome by the Seller and which materially affects the performance of any obligations of the Seller under these GTCS and/or Purchase Agreement and includes events of labour disputes, riots, embargoes, import/ export restrictions, terrorism, war, armed conflict, invasion, hostilities, rebellion, revolution, civil war, riot, insurrection, acts of God, pandemics, natural disasters, government orders/actions and events of similar nature, even if they occur at Seller's suppliers or their sub-suppliers.

## § 13 Termination

(1) The Seller may terminate any and all Purchase Agreements, immediately, if the Buyer has:

- (a) become insolvent or bankrupt or has committed any act of bankruptcy or shall go or be put into liquidation,
- (b) breached these GTCS/ Purchase Agreement, and did not cure the breach within thirty (30) days from the date of receipt of the notice of breach.

(2) The Buyer may terminate a Purchase Agreement on the grounds of a breach that does not constitute a defect if Seller is responsible for such breach, upon providing thirty (30) days' notice to the Seller and the Seller fails to cure the breach.

## § 14 Miscellaneous

(1) **Compliance with Laws:** Both Parties shall comply with all applicable laws and regulations, statutes, government orders, court orders, including export laws in relation to sale or purchase of the Goods.

(2) **Assignment:** These GTCS or any Purchase Agreement shall not be assigned by the Buyer to any third party, without the prior written consent of the Seller. Any assignment made in violation of this clause shall be considered void and the Buyer shall continue to be responsible and liable to the Seller for proper performance of these GTCS and any Purchase Agreement.

(3) **Entire Agreement:** These GTCS and the Purchase Agreements shall constitute the entire agreement between the Parties with respect to the subject matter and shall supersede all prior agreements and discussions between the Parties.

(4) **Waiver:** No waiver of any provision of these GTCS shall constitute a waiver of any other provision(s) or of the same provision on another occasion. Failure of either party to enforce any provision of these GTCS shall not constitute a waiver of such provision or any other provision(s) of these GTCS.

(5) **Governing Law:** These GTCS shall be governed by laws of India and subject to § 14.6, courts of Bengaluru, Karnataka shall have exclusive jurisdiction in connection with any dispute arising out of these GTCS.

(6) **Arbitration:** In the event of any dispute, controversy or claim whatsoever arising from these GTCS or a Purchase Agreement, the Parties shall undertake to make every effort to reach an amicable settlement within fifteen (15) days upon reference of the dispute by any party through discussions among the concerned representatives of parties, failing which the dispute, controversy or claim shall be settled by Arbitration by a Sole Arbitrator appointed by the Bangalore International Mediation, Arbitration and Conciliation Centre (BIMACC), Bangalore as per its Rules and The Arbitration and Conciliation Act, 1996 as amended from time to time. The seat of arbitration shall be Bangalore and it shall be conducted in English language. The award passed by the Sole Arbitrator shall be final and binding upon the Parties. The Parties shall bear their respective cost incurred in the arbitration proceedings including but not limited to attorney's fees, venue fees, arbitrator's fees etc.

(7) **Severability:** Should any provision of these GTCS be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent of the parties and enforced as modified. All other terms and conditions of these GTCS shall remain in full force and effect and shall be construed in accordance with the modified provision.

(8) **Survival:** §§ 7, 8, 9, 11, 13 and 14 of these GTCS shall survive the termination/ expiry of the relevant Purchase Agreement.