

**Exporter or Seller:**

NURAGRO FZE  
P.O.BOX : 51505,  
SHARJAH, UNITED ARAB EMIRATES

**Phone:** +97165351779    **Fax:** +97165351769

**Buyer:**

MADIHAA COMPANY PVT LTD  
REG NO: C-14/1985  
M. DHARAVANDHOOGE UTHURUGE, FIRST FLOOR,  
LAINOOFARU MAGU MALE MALDIVES 20223  
**Phone:** +960 332 8827    **Fax:** +960 331 3936

**Consignee (if other than Buyer):**

SAME AS BUYER



P.O. Box: 51505, Sharjah, UAE  
✉ : info@nuragro.com @ : www.nuragro.com

**PROFORMA INVOICE****Proforma Invoice No.:**

AGPI-25-0710

**Date of Issue:**

17-Jul-25

**Buyer Reference:****Date of expiry:**

22-Jul-25

**Contract Reference & Date:****Currency of Sale:**

USD (US Dollar)

**Exchange Rate:**

CNF (INCOTERMS 2020)

**Mode of Transport:**

BY SEA

**Containerized:**

NO

**Partial Shipment:**

ALLOWED

**Trans shipment:**

ALLOWED

**Phone:**                    **Fax:**

**Port of Loading:** COCHIN/TUTICORIN, INDIA

**Port of Discharge:**

MALE

**Mode of Transport:**

BY SEA

**Containerized:**

NO

**Port of Entry:**

MALE

**Country of Final Destination:**

MALDIVES

**Partial Shipment:**

ALLOWED

**Trans shipment:**

ALLOWED

No.	Description of Goods	Origin	Quantity (Box)	Unit Price (USD)	Invoice Total (USD)
1	URAD PAPAD HSN CODE:19059040 WEIGHT:100 GM	INDIA	500	13.45	6,725.00

**Total Invoice :** 6,725.00

In Words : SIX THOUSAND SEVEN HUNDRED TWENTY FIVE USD(US DOLLAR) ONLY

**Packing Description :**

SIZE: 3.5 INCH  
100GM POUCH  
60X100GM POUCH PER CTN  
PER CARTON 6 KG  
NO OF BOXES 500 CTN  
BRAND NAME:"MADIHAA"

**Delivery Schedule:**

CARGO TO BE HANDED OVER TO THE SHIPPING LINE WITHIN 15 WORKING DAYS AFTER THE CONFIRMATION OF THE PROFORMA INVOICE

**Terms of Payment:**

**By :** DP TERMS                    **Tenor:** AT SIGHT  
100% PAYMENT ON ARRIVAL OF THE CARGO

**Bank Details:**

Bank Name: MASHREQ BANK  
Account Name: NURAGRO FZE  
Account No.: 0191 0169 0873  
IBAN No. AE40 0330 0000 1910 1690 873  
Swift Code: BOMLAEAD

**Documents provided:**

- Manually signed Commercial Invoice in Triplicate
- Manually signed Packing List in Triplicate
- Full Set (3/3) Shipped on Board Bill of Lading marked 'Freight Prepaid' Consigned to the party as informed by the Buyer

**Terms and Conditions:**

- In case of buyer prefers any specific shipping line, all extra charges which are not considered in CFR or CIF or FOB offer, must be borne by Buyer.
- The confirmation of pro-forma invoice should be done within the validity date of the Proforma invoice.
- In case of payment being done by any other currencies except the issued Pro-forma invoice currency, conversion would be calculated under "Ex-Change Rate" as agreed by Seller.

4. The Force Majeure (exemption) clause of the international chamber of commerce (ICC PUBLICATION NO.:421) is hereby incorporated in this pro-forma invoice.
5. Tolerance of ±5% on the quantity and value is acceptable to Buyer and Seller.

**Other Terms and Conditions:**

THE CONTENTS OF ARTICLES 1 TO 20, WITHIN THE GENERAL TERMS OF BUSINESS(AGGTC-2019 REV 06) ATTACHED TO THIS PRO-FORMA INVOICE ARE AN INDISPENSABLE ASPECT OF THIS TRANSACTION'S TERMS AND CONDITIONS.

**Buyer's Confirmation : MADIHAA COMPANY PVT LTD.**

Date :17-07-25

We certify to the best of our knowledge that this pro-forma invoice is true and correct and the quoted prices are in accordance with market prices.



## 1. Definitions

The following terms shall have their meanings as set forth below:

“Buyer” means the entity to which Seller is providing Products or Services under the Contract.

“Commercial Terms” means the commercial terms agreed by the Parties that makes up part of this Agreement

“Contract” means either the contract agreement or the purchase order or Proforma Invoice signed by Buyer and accepted by Seller in writing, for the sale of Products or Services, together with these General Terms of Business, Seller’s final quotation, the agreed scope(s) of work, and Seller’s order acknowledgement. In the event of any conflict, the Terms of Business shall take precedence over other documents included in the Contract.

“Contract Price” means the agreed price stated in the Contract for the sale of Products and Services, including adjustments (if any) in accordance with the Contract.

“Cargo” means the equipment, parts, materials, supplies, and other goods Seller has agreed to supply to Buyer under the Contract.

“Seller” means the entity providing Products or performing Services under the Contract.

“Services” means the services Seller has agreed to perform for Buyer under the Contract.

“Supplier” a person who delivers the Product to the Buyer based on the instructions of Seller or Seller’s agent.

“Terms of Business” means these “General Terms of Business for the Sale of Products or Services”, together with any modifications or additional provisions specifically stated in Seller’s final quotation or specifically agreed upon by Seller in writing.

## 2. Delivery and Shipping terms

2.1. Seller shall deliver the Products at the agreed delivery date to the Buyer. The Seller’s compliance with the delivery date is conditional upon the Buyer’s fulfilment of his own contractual obligations, including but not limited to the Seller’s punctual receipt from the Buyer of specifications, documentation, permissions and advance payments (if applicable). If the Buyer fails such fulfilment, then the delivery date shall be extended accordingly.

2.2. The delivery and/or shipping schedule is the best estimate possible based on conditions existing at the time of Seller’s Sales Confirmation or Seller’s quotation and receipt of all specifications, as applicable, and in the case of non-standard items, any such date is subject to Seller’s receipt of complete information necessary for manufacture. Seller shall not be liable for any delays, loss or damage in transit or for any other direct, indirect, or consequential damages due to delays, including without limitation, loss of use.

2.3. The Cargo(s) under the present Contract is delivered on conditions EXW/FCA/FOB/CIF/CFR/CPT/CIP/DPU/DAP/DDP are in accordance with Incoterms 2020 Published by International Chamber of Commerce, as per the relevant sales confirmation. In case of CFR/CPT/CIF/CIP all discharging costs and import taxes at discharge port/place/point to be for Buyer.

2.4. Seller may, in its sole discretion, without liability or penalty, deliver partial shipments of Goods to Buyer and ship the Goods as they become available, in advance of the quoted delivery date. If the Goods are delivered in instalments, then insofar as each shipment is subject to the same Agreement, the Agreement will be treated as a single contract and not severable

2.5. If the Buyer anticipates that he will be unable to take delivery of the cargo(s) at the agreed date of delivery, he shall forthwith notify the Seller in writing thereof, stating the reasons and, if possible, the time when he will be able to take delivery. If the Buyer fails to take delivery, he shall nevertheless pay any part of the purchase price, which becomes due on delivery, as if delivery had taken place.

2.6. If any cargo(s) to be delivered under this Contract cannot be shipped to or received by Buyer when ready due to any cause attributable to Buyer, Seller may ship the cargo(s) to a storage facility, including storage at the place of manufacture, or to an agreed freight forwarder, or to Customs Freight Station (CFS) at the risk and expense of the Buyer. If Seller places cargo(s) into storage, the following apply:  
 a) title and risk of loss immediately pass to Buyer, if they have not already passed, and delivery shall be deemed to have occurred;  
 b) The Buyer shall be liable for any costs arising from such delay, including the Seller’s costs relating to storage, insurance and handling of the cargo(s).  
 c) any amounts otherwise payable to Seller upon delivery or shipment shall be due;  
 d) a fee of two percent (2%) of the value of the cargo(s) will be charged to Buyer;  
 e) The Seller shall be entitled to resell the cargo(s) ordered by the Buyer in the event that the Buyer does not collect the cargo(s) within the free demurrage period at port of Delivery as mutually agreed. The Seller shall, however, provide the Buyer with 3 days advance notification of its decision to resell the cargo(s); and  
 f) when conditions permit and upon payment of all amounts due, Seller shall make cargo(s) available to Buyer for delivery  
 g) the imposition of any new, additional or increased tax, public charge, freight, tariff or duty which may after the date of the quotation or contract be levied on or imposed on the goods to be sold, or upon any sale, delivery, or other action taken under or in connection with any contract to which these Conditions apply, or upon the export or import of such goods or materials required to produce the goods.

## 3. Delivery Delay

3.1. Should the Seller become aware that he will not be able to deliver the Products at the agreed date of delivery, he shall forthwith notify the Buyer thereof in writing. The notification shall include a description of measures the Seller considers appropriate to recover or limit the delay, if any, and a new delivery date.

3.2. Delay in delivery of cargo(s) shall not entitle the Buyer to cancel the contract once they are produced or are in manufacturing process. Buyer is not entitled to claim any damages or replace the goods by buying them at higher prices than what agreed with seller as per the order confirmation.

3.3. If delivery is delayed due to circumstances for which the Buyer is liable or which is due to Force Majeure (according to Article 15) a new delivery date may be agreed to the conditional acceptance of the Seller.

3.4. The Seller is not responsible for the delay caused by the shipping line which includes the delay in ETA (Expected Time of Arrival) or ETD (Expected Time of Departure) or cancellation of the nominated vessel or due to any other reason from the shipping line.

## 4. Payment

4.1. Seller will be entitled to invoice Buyer for the agreed purchase price as well as any additional expenses, such as packaging, shipping, and delivery charges, as agreed in sales terms with Buyer.

4.2. Buyer shall pay all invoiced amounts on or before the due date of Seller’s invoice. Buyer shall make all payments hereunder by wire transfer, or cheque or other trade finance facilities in the currency mentioned in invoice. In case of payment being settled in other currency not mentioned in the invoice, the conversion would be calculated under “Ex-Change Rate” as agreed by Seller.

4.3. Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys’ fees.

4.4. In addition to all other remedies available under these terms or at law (which Seller does not waive by the exercise of any rights hereunder), if Buyer fails to pay any amounts when due hereunder and such failure continues for 5 days following written notice thereof, Seller shall be entitled to:

- a) suspend performance of any purchase order, or suspend the delivery of any Goods and / or Services;
- b) issue invoices for Goods prior to Goods being shipped to Buyer, and the Seller will not be required to ship Goods to Buyer until a relevant invoice has been paid in full.

4.5. If Buyer fails to pay any amounts when due hereunder and such failure continues for 5 days following written notice thereof, or if the Seller has any concerns regarding Buyer's financial standing:

- a) all outstanding invoices will become automatically due and payable by Buyer; and
- b) Seller will be entitled to require payment in cash, security or other adequate assurance satisfactory to Seller.

4.6. Buyer shall not be allowed to withhold or offset any amounts owed to Seller by claiming against them for any reason, including disputes or claims related to Seller's breach, bankruptcy, or other circumstances.

4.7. The payment by the Buyer by any payment instrument will be considered to be made once it is received in the Seller's Bank Account.

## 5. Third Party Payments

5.1. Buyer agrees to notify Seller in advance, if Buyer arranges for a third party, such as an affiliate, agent or family member, to pay all or any part of a bill (or make any other payment to Seller) on Buyer's behalf. Additionally, the buyer must provide documentation confirming the relationship between the third-party and the Buyer for Seller's approval before any such transaction is executed. Seller may refuse to accept payment from a third party if Seller cannot identify the third-party payer or its source of funds to our satisfaction.

5.2. If Buyer arranges for a third party to pay any of Bills or VAT, Buyer remains responsible for payment to the extent that the third party does not pay our bills in full, or Seller is unable or unwilling to accept payment from third Party for any reason. This includes any case in which Seller have been instructed by Buyer insurers to represent Buyer under a policy of insurance.

## 6. Buyer's Default

6.1. Buyer shall be in default hereunder upon the occurrence of any of the following events:

- Buyer fails to make any payment under the agreement when due or to comply with any other terms and conditions of the agreement; and/or
- Buyer becomes insolvent or unable to pay its debts as they mature or is generally not paying its debts as they mature; and/or
- Buyer makes a general assignment for the benefit of its creditors; and/or
- Buyer makes a general assignment for the benefit of a trustee, receiver or other custodian is appointed for any of the Goods or all or a substantial portion of Buyer's property.

6.2. If Buyer is in default hereunder, Seller, in addition to any other rights it has under applicable law, shall have the right to do any one or more of the following:

- Cease or suspend its performance under the agreement
- Terminate the agreement as to any Goods not yet delivered;
- Declare, without demand or notice of any kind, the entire outstanding balance owing by Buyer for goods already delivered under the Agreement immediately due and payable, whereupon the same shall become immediately due and payable;
- Recover all and any damages arising from Buyer's default, without limitation, costs, interest and losses;
- Recover all costs of collection, including reasonable attorneys' fees.

- Lien the goods and/or withhold delivery until Buyer has paid in full, and/or a right of stoppage of the goods in transit (whether such right would otherwise exist at law or not),

- Resell the goods and the Buyer should compensate price difference if any,

- Repossess the Goods. Buyer hereby waives any and all rights to notice and hearing prior to repossession/seizure of the Goods.

6.3. Seller's rights hereunder shall be cumulative and in addition to any and all other rights available to Seller under applicable law.

6.4. Notwithstanding anything to the contrary herein, legal title to the goods shall not pass to the Buyer until full payment has been received by the Seller.

## 7. Quality

7.1. The Buyers, having greater knowledge than Seller of his own requirements, shall always have the sole responsibility for the nomination of the specifications and grades of the cargo(s) fit for his needs.

7.2. The Sellers warrant that the cargo(s) shall be of a homogeneous and stable nature and shall comply with the specifications and grades nominated by the Buyers. Unless otherwise agreed in the Order Confirmation.

7.3. Seller can never be held responsible for any consequences of the misuse or defective application of the cargo(s).

## 8. Third Party Inspection and Testing

8.1. The Seller or Buyer or Jointly shall appoint the independent and recognized agency or centre, who must be a competent, reputable, authorized organization like SGS/Bureau Veritas/Lloyds Register for the inspection of cargo for quality or quantity, the charges related to this is on the account of Seller or Buyer or Shared as per the mutual agreement.

8.2. The Seller shall assume full responsibility for the cargo Quality and Quantity at the load port.

8.3. The independent inspector from the appointed inspection company shall perform the requisite inspection/tests at the load port, so as to submit the following reports:

- a) product quality report; and
- b) product quantity report.

8.4. The Buyer reserves it's all right to send its authorized representative to inspect and test, quality & quantity and also can witness the loading of the cargo at load port. The Seller shall notify the Buyer regarding the date and time at-least 04 (four) days prior to the date of such inspection and/or loading at load port.

8.5. The report(s) issued by thus appointed independent inspection agency at the load port will be binding on both parties for all Quality and Quantity conditions of this contract.

## 9. Inspection and Rejection of Nonconforming Goods

9.1. Buyer has a 5 business days' time period to make any claim to the seller of the quality or of quantity, counting from date of arrival of cargo at destination (the "Inspection Period"). Buyer will be deemed to have accepted the Goods unless it notifies Seller in writing of any nonconforming cargo(s) during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. Such notification shall identify each and every alleged nonconformity of the cargo(s) and describe that portion of the shipment being rejected. Seller shall then respond with instructions as to the disposition of the cargo(s).

9.2. Each claim by the Buyer must be accompanied by the following documents:

- a) a copy of this contract;
- b) a copy of the commercial invoice; and

c) a certificate from the appointed inspection agency confirming the alleged defect with all supporting documents, photographs, videos and any other applicable forms of evidence.

9.3. If the cargo in a particular shipment is found to be defective in terms of quality agreed, the Seller's sole liability shall be limited to replacement of the defect cargo in question on the same terms as agreed herein as per what was agreed for the original shipment, without any cost or further expenses to payable by the buyer for the defect cargo of shipment being replaced and shall also be responsible to take back the defect cargo from buyer or buyer's nominated site.

9.4. If the quantity of the cargo in a particular shipment is determined to be less than the quantity stated at the load port and this claim is to be verified, the Seller is obligated to either supply the differential quantity of the cargo to the Buyer at no additional cost in the further shipment or provide a refund for the deficient quantity.

9.5. The Buyer shall appoint the independent and recognized agency or centre, who must be a competent, reputable, authorized organization like SGS/Bureau Veritas/Lloyds Register, for the inspection on the cargo(s) received by Buyer at the port of discharge. The charges related to the same is on the account of Seller or Buyer or Shared as per the mutual agreement.

9.6. Preferably, the same inspection agency that inspected the cargo at the load port should be selected for the discharge port. However, if the same agency is unavailable at the discharge port, The Buyer can appoint the independent and recognized agency or centre, who must be a competent, reputable, authorized organization, but prior to this appointment, Seller must be duly informed and confirmation must be obtained.

9.7. The Seller retains the right to dispatch its authorized representative to inspect, test, and oversee the quality and quantity of the cargo during its discharge at the port of destination. The Seller must inform the Buyer of the date and time of such inspection and/or discharge at least 3 days in before the date of arrival of cargo at destination.

9.8. The appointed inspection agency to inspect only those cargo where the load port seal is unbroken. Any or Part of the cargo where seal already removed can't be reported for any claims.

## 10. Insurance

The Buyer and the Seller each insure their respective legs of the cargo transportation, covering the risks according to Article 11.1. Unless otherwise agreed in the contract, the Buyer shall take out insurance policy to cover the value of the cargo. Moreover, the Buyer shall undertake to keep the goods insured.

## 11. Retention of Title and Transfer of Risk & VAT Liability

11.1. Subject to any Incoterms expressly incorporated into the contract by any of the Contract Documents, risk in the goods shall pass to the Buyer when the goods are delivered to the Buyer. The delivery is confirmed by the transport document as per the relevant clause of the terms and conditions. except in case of ex-works / ex-warehouse, FCA sales terms the risk shall pass before loading of buyer's transport.

11.2. The Seller and the Buyer expressly agree that the title of goods shall remain with sellers until fulfilment of all the payment obligations as described below:

- until the Seller has been paid in full for the good and
- until all other monies due or which become due from the Buyer to the Seller on any account whatsoever have been paid in full (in cash or cleared funds) the following provisions shall apply:

(i) legal and beneficial ownership of such goods remain with the Seller;

(ii) the Buyer shall have a right to possession (but not ownership) of such goods for the Seller and ensure that the goods shall be clearly marked and identifiable as being the Seller's property;

(iii) the Seller may recover all or any part of such goods at any time from the Buyer if goods are in the Buyer's possession and any of the events in Article 14 has occurred and for that purpose the Seller, its servants and agents may enter upon any land or building upon or in which such goods are situated: and

11.3. Each sub-Condition shall be construed and have effect as a separate Condition and accordingly in the event of any of them being for any reason whatsoever unenforceable according to its terms, the others shall remain in full force and effect.

11.4. If the goods are processed combined and / or mixed by the buyer with the other goods belonging to The Buyer then the seller has the entire ownership of the new goods. if the goods are processed and / or mixed with goods belonging to other suppliers then the seller has joint ownership right in the whole value of the new goods with such suppliers. In such case the ownership will be calculated on the basis of ration of the invoiced value of the goods to the invoiced value of all the goods, which were used for making the new goods.

11.5. The Seller reserves the right to offset any payments received from the buyers in case of Buyer default as per Article 6.

11.6. In the event that the supply of goods is entitled to VAT exemptions due to intra/Inter freezone sales or the export destination of goods delivered and the buyers takes at his own risk and expenses for the whole or the part of the carriage or transport ( delivery terms Ex works , FOB , FCA , etc ) seller shall only be bound to apply for VAT exemption if the buyer provides it with substantial proof all transport documents B/L, Bill of Exit stamped after VAT inspection, export declarations signed by customs etc , carriage or transport documents to country of destination. In case the buyer is not able to provide such proof then the seller has right to charge the Buyer with penalty and VAT amount of the delivery value expressed in invoiced currency. The buyer is obliged to inform the seller in case of any change (1-2 days) of VAT no or VAT regulations and any changes in the company name or address.

## 12. Arbitration

12.1. In the event of any dispute arising out of or in connection with this Agreement the Parties shall attempt to resolve such dispute by reference to members of the senior management of the Parties.

12.2. The governing law of this Agreement shall be the substantive laws of Dubai International Financial Centre (DIFC). The language to be used in the arbitration shall only be English.

12.3. Any dispute arising out of or in connection with or in relation to this Agreement including any question regarding its existence validity or termination which cannot be so resolved according to Article 12.1 of this Agreement shall be referred to and finally resolved by arbitration in accordance with Dubai International Financial Centre (DIFC) of International Arbitration of the Dubai Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with such Rules, which Rules are deemed to be incorporated by reference. The award shall be final and binding and may be enforced in any appropriate jurisdiction.

12.4. However, the Seller reserves the exclusive right to bring any dispute involving the Buyer before the Courts of Buyer's jurisdiction of incorporation. Any retention of title disputes shall be governed by the law of the Buyer's jurisdiction of incorporation.

## 13. Cancellation of Order

Buyer may cancel its order only with the prior written consent of Seller, which Seller may withhold in its sole discretion. All cancellations will be subject to payment to Seller of reasonable and proper cancellation charges. Buyer may return Products only at its sole cost and only with the prior written authorization of Seller, subject to a restocking fee as agreed by the parties. No returns of special, custom, or made-to-order Products will be permitted. No returns will be permitted more than Seven (7) days after delivery.



#### **14. Termination and Suspension**

14.1. A Party (the "Terminating party") shall be entitled without prejudice to its other rights and remedies either to terminate wholly or in part any or every contract between itself and the other Party or to suspend any further deliveries under any or every contract in any of the following events:

- if any debt is due and payable by the other Party to the Terminating Party but is unpaid;
- if the other Party has failed to provide any letter of credit, bill of exchange or any other security required by the Contract Documents provided that in such event the Terminating party's rights of termination or suspension under this Condition shall apply only in regard to the particular contract in respect of which the other Party shall have so failed;
- if any guarantee or other security for trading in respect of the other Party's obligations under the contract or under the Contract Documents is cancelled, suspended or amended in any respect;
- if, in the reasonable opinion of the Terminating Party, the delivery (or any steps required in connection with the delivery) would involve a level of risk to the health or safety of any person that would constitute a breach, or potential breach, of any legal obligation by any Party or would be excessive or unreasonable;
- if the other Party has failed to take delivery of the goods or has otherwise breached or defaulted under any contract between it and the Terminating Party otherwise than in accordance with the relevant Party's contractual rights;
- if the other Party becomes insolvent or enters into any composition or arrangement (including a voluntary arrangement) with its creditors or, being a body corporate, has passed a resolution for voluntary winding up except where solely for the purpose of reconstruction or if a petition has been presented for an order for its winding up or for a receiver (including an administrative receiver) or administrator to be appointed or if any such order or appointment is made or if, being an individual or partnership, the other Party suspends payment of his or their debts in whole or in part or if an application has been made for an interim order or a petition has been presented for a bankruptcy order or if any such order is made or if the other Party, whether or not a body corporate, shall carry out or be subject to any analogous act or proceedings under any law;
- if the other Party fails to comply with any reasonable request by the Terminating Party for advance payment or security pursuant to terms and conditions under present contract.

14.2. The Terminating Party shall be entitled to exercise its rights of termination or suspension under this Condition at any time during which the event giving rise to such rights is continuing and has not been remedied and, in the event of a suspension, the Terminating Party shall be entitled, as a condition of resuming delivery under any contract between it and the other Party to require prepayment of, or such security as it may require for the payment of, the price of any further goods.

14.3. If the Terminating Party is entitled to exercise its rights of termination or suspension under this Condition, the Terminating Party shall further be entitled by notice to the other Party to treat all sums which are then due to the Terminating Party under any contract between the Terminating Party and the other Party but which are not then payable, as being immediately due and payable.

#### **15. Force Majeure**

15.1. The parties shall not be held responsible for complete or partial non fulfilment of contractual obligation caused by circumstances beyond their control, such as fires, earthquakes, act of God, wars, flood, blockade, mobilization, military operation, confiscation, embargoes, or any other accident of similar nature.

15.2. If force-majeure circumstances prevent the Seller or the Buyer from fulfilling of their contractual obligations the time period for shipment shall be extended for the period equal to that during which such circumstances last up to a maximum of 30 days. If the force-majeure circumstances last for more than 120 days and continue to prevent performance, either party may, subject to the prior written approval of the other party (not to be unreasonable withheld), terminate this Contract by given written notice to other party.

15.3. In case of such contingencies, the party incapable of complying with the provisions of the agreement shall notify by fax / email the other party immediately after its commencement and confirm within 15 days, through a supporting document.

15.4. The Seller shall be released from responsibility for a failure to supply (partially or wholly) or a delay in supply if it is a consequence of prohibition of exports and imports, breakdown of machinery, problems with supply of raw materials, non-performance by the producer due to regulatory and/or bank/lenders action, strikes, any labor disputes, non-availability of transport or some other contingencies beyond the Seller's control if such circumstances affect the execution of the present Contract. In such cases the time for the fulfilment of the Seller's obligations under the present Contract shall be extended for the period during which such circumstances last (and the Buyer, shall, if necessary, accept and extend the delivery date of the contract and LC). Alternatively, the Seller may choose to treat the contact as being brought to an end by such circumstances and shall be under no liability if Seller so chooses. Where appropriate, documents from any competent authority, independent inspection company shall be sufficient proof of the existence of such contingencies and their duration or appropriate letter from the factory. Should the rate of excise duty on the goods or other taxes affecting the Seller increase between the date of this contract and the date of delivery, the Seller may elect, either that the amount of such increase be shared between the parties or to treat the contract as at an end (without liability).

#### **16. Confidentiality**

16.1. The terms of the Agreement shall be kept strictly confidential and the details of the Agreement shall not be disclosed by either Party to any third party without the previous consent in writing of the other Party.

16.2. Notwithstanding the provisions of Article 16.1, a Party (the "Disclosing Party") may disclose details of the Agreement without the other Party's prior written consent if:

- such disclosure is required by law or by any securities exchange or regulatory or governmental body or fiscal authority having jurisdiction over it, wherever situated, and whether or not the requirement has the force of law; or
- the confidential information is or was already in the public domain other than through the fault or action of the Disclosing Party; or
- such disclosure is to an Affiliate, Associated Company, legal advisor, agent, financing bank, insurance company/broker or in connection with any dispute, legal or arbitration proceedings or pursuant to Article 12.2, and the Disclosing Party shall cause all Parties in receipt of such information to be bound by the same obligations of confidentiality as contained in the Agreement; or
- the information is revealed in connection with the assignment of the contract, if permitted, or the assignment of the right to receive payment.

#### **17. Notices**

Except where expressly stated otherwise, a notice, demand, request, statement, or other communication under or in connection with the Agreement shall only be effective if it is in writing. E-mail communication is permitted provided however that any notice of breach or an event of default sent by email must be followed by a fax or letter



sent via courier if the recipient does not respond or otherwise expressly acknowledge receipt of such e-mail notice within two business days of such e-mail notice being sent.

Unless otherwise provided herein, notice shall be deemed to have been given on the day on which such communications ought to have been delivered in due course or postal, courier or email communication. Any notice received outside of the recipient's normal business hours shall be deemed received on the next business day. Unless otherwise specified in writing, notices shall be sent to each Party at the addresses set forth in the Commercial Terms.

#### **18. Waiver**

The failure or delay of either Party in exercising any right, power or remedy provided by law or under this Agreement shall not affect that right, power or remedy or operate as a waiver of it. The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

#### **19. Amendment/Modification**

No amendment or modification of any of the provisions of this Agreement or the rights or obligations of the parties shall be valid unless it is agreed in writing by and is signed on behalf of each of the parties, and specifically refers to this Agreement.

#### **20. Complete Agreement**

This Agreement (including all Annexes and any attachments thereto, and any other documents incorporated into this Agreement by reference) constitutes the whole agreement between Seller and Buyer and supersedes any and all prior agreements, precontractual statements, representations, arrangements, terms and understandings whether oral or written between the parties with regard to its subject matter unless otherwise provided for herein.

Each party acknowledges that it has not relied upon any pre-contractual statement, representation or promise in agreeing to enter into this Agreement. Except in the case of fraud, no party shall have any right of action against any other party arising out of or in connection with any pre contractual statement, representation or promise except to the extent that it is repeated in this Agreement.

For and On Behalf of **MADIHAA COMPANY PVT LTD**

Name, Stamp & Signature  
Date:

For and On Behalf of **NURAGRO FZE**



Arun Kumar  
Name, Stamp & Signature  
Date: 03-Mar-2025