

PROFORMA INVOICE						
Seller : Krohne Marshall Pvt. Ltd. A-36, B-14 MIDC ESTATE, H-BLOCK PIMPRI PUNE-411018 Maharashtra,INDIA BANK NAME : BANK OF MAHARASHTRA(PIMPRI) BANK ACC NO : 20151591987 BANK ADDR : JANMANGAL,MUMBAI PUNE ROAD, PIMPRI PUNE-411018,MAHARASHTRA IFSC CODE : MAHB0000080				Buyer : 88866 Mr.ASHISH JAIN INDUSUNO ONLINE PVT LTD BUILDING NO 453, SHOP NO 24 1ST FLOOR SRIVASTAVA MARKET HAUZ QAZI DELHI 110006 Delhi GSTIN : 07AADCI9220N1ZA PAN : PLACE OF SUPPLY Delhi		
Thank you for your order. Please quote our Sales Order Acceptance cum Proforma Invoice Number(OA) and Date in all future correspondence.						
Proforma Invoice No : 702103099 Our OA No : 702103099 Your PO No : 00009				Dated :13-Dec-21 Dated :30-SEP-21 Dated :09-SEP-2021		
Ship To, Mr.ASHISH JAIN INDUSUNO ONLINE PVT LTD BUILDING NO 453, SHOP NO 24 1ST FLOOR SRIVASTAVA MARKET HAUZ QAZI DELHI 110006				GSTIN:07AADCI9220N1ZA Please DO mention your Purchase Order No / our Sales Order No while making payment through DD/RTGS/NEFT.		
Payment Terms : PROFORMA85% ADVANCE15% Ship Instructions : NEFT Rs. 42300/- (15% ADV. DETAILS ATTACHED) Please despatch material after payment receipt /DI Receipt No 702803405 dt 04-OCT-21 for Rs. 42300/- Transporter : TRANSPORT CORPORATION OF INDIA LTD Freight Terms : To pay Inspection : Not Applicable Insurance By : By Customer Order type : KM Standard Packing Instruction: P&f : Inclusive Mode of Dispatch : TRANSPORT CORPORATION OF INDIA LTD						
OA SR/ CUST PO SR	Item	Schedule Ship/ Request Date	UOM	Quantity	Price	Amount
1/1	VE854-F-M4K00188 KROHNE MAKE OPTIMASS 1000 , AS PER CODE VE854S0PD0G00000000600 HSN No: 90261010 Tag No :	30-DEC-21 16-DEC-21	EA	1	282,000.00	282,000.00
2/1.1	VE544-F-M4K00044 KROHNE MAKE MFC 400 , COMPACT 230V AC, SAFE, BASIC I/O AS PER CODE VE5444A002001040000001 HSN No: 90261090 Tag No :	30-DEC-21 16-DEC-21	EA	1	0.00	0.00

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Thank you for your order. Please quote our Sales Order Acceptance cum Proforma Invoice Number(OA) and Date in all future correspondence.			
Proforma Invoice No : 702103099 Our OA No : 702103099 Your PO No : 00009		Dated :13-Dec-21 Dated :30-SEP-21 Dated :09-SEP-2021	
Net Sales :			282,000.00
Tax Type	Taxable Amount	Rate(%)	Tax Amount
IGST	282,000	18	50,760
Total Taxes :			50,760
Gross Amount :			332,760
Less advance received Receipt No		702803405	dt. 04-OCT-21 : 42300.00
Net Payables :			290,460
Amount Payable (in Words) :		Indian Rupees Two Lakh Ninety Thousand Four Hundred Sixty only *****	
GSTIN :		27AAACK7306C1ZX	
5040	Branch :	Engr: KHANDELWAL, ANKIT	100
	Branch :	Branch: DELHI	100
Customer Contact Details :			
Name :		MR.ASHISH JAIN	
Email Address :		ashish.jain@indusuno.com	
Phone No. :		MOBILE: () 9717988356	
This Sales Order Acceptance shall be subject to "Standard Terms and Conditions of Sale of Goods / Services", which is annexed herewith and shall be treated as an integral part of this Sales Order Acceptance.			
This is a computer generated document and hence no signature is required.			
For Krohne Marshall Pvt. Ltd.			

STANDARD TERMS & CONDITIONS FOR SALE OF GOODS / SERVICES

A. DEFINITIONS

In this document ("Terms and Conditions") the following words shall have the meanings as defined below:

- 1 "Buyer" means the company or person who buys the Goods;
- 2 "Goods" mean and include the products, services and / or software(s) to be supplied to the Buyer by the Seller;
- 3 "Seller" means the company which supplies the Goods ;
- 4 "Parties" or "Party" means the Buyer and/or the Seller, such that "Party" means either the Buyer or the Seller and "Parties" means the Buyer and Seller jointly;
- 5 "Offer" means a quotation for the Goods given by the Seller which shall constitute an invitation by the Seller to the Buyer to place an order by submitting a Purchase Order. Offer shall only be valid for a period of thirty (30) business days from its date of issuance unless otherwise specified or extended in writing by the Seller;
- 6 "Purchase Order" means the Buyer's order or work order or letter of award, as the case may be (including amendments if any) issued to the Seller for the Goods;
- 7 "Sales Order Acceptance cum Proforma" means sales order of the Seller raised subsequent to the issuance of the Purchase Order by the Buyer (hereinafter referred to as "OA");
- 8 "Warranty Period" shall mean warranty provided on the Goods by the Seller for a period of twelve (12) months from the date of installation or eighteen (18) months from the date of invoice, whichever is earlier, unless otherwise specifically stated in the Offer.

B. GENERAL

- 1 These Terms and Conditions shall be applicable to all the Offer(s), OA(s) and invoice(s) raised by the Seller upon the Buyer and to the sale of Goods by the Seller to the Buyer, to the exclusion of all other terms and conditions referred to, offered or relied upon by the Buyer whether in negotiation or at any stage in the dealings between the Parties, including any standard or printed terms tendered by the Buyer in its Purchase Order or other document.
- 2 Notwithstanding anything to the contrary stated herein or in any other agreement, communication or documentation exchanged between the Parties, the Parties agree that a binding contract amongst the Seller and the Buyer for the sale of the Goods shall be deemed to have been constituted upon (i) the delivery of the Goods against the OA, whether in part or full; or (ii) receipt of payment of Price against the OA, whether in part or full; or (iii) after expiry of 7 days from the date of issuance of the OA, whichever is earlier, and which contract shall be governed by these Terms and Conditions.
3. Any amendment in the Purchase Order made by the Buyer shall be binding on the Seller only if confirmed in writing by the Seller and additional costs, if any, for such amendment shall be borne by the Buyer.
4. Any changes requested by the Buyer in the agreed specifications, drawings or design, after the issuance of the Purchase Order shall be valid only if confirmed in writing by the Seller and additional costs, if any, shall be borne by the Buyer. The Seller shall also be entitled to extension in time for delivery for such amendments without any liability.

C. PRICE AND PAYMENT

- 1 The price of the Goods shall be the price as set out in the Offer unless otherwise agreed in writing between the Parties. The

price shall be exclusive of Goods and Services Tax ("GST"), duties or levies, wherever applicable (hereinafter referred to as 'Price').

Any other charges/costs related to transportation, freight, packing, forwarding, inspection, documentation and insurance shall be applicable as stated in the Offer. Bill discounting, bank and other charges shall be borne as per the agreed terms.

- 2 If the Seller is required to pay any advance to the Buyer, the said advance payment shall be treated as inclusive of applicable GST unless the Buyer separately adds GST on advance amount. The Seller shall give necessary adjustment of advance paid by the Buyer while raising invoice to the Buyer.
- 3 The payment shall be made by the Buyer as per the payment terms stated in the invoice raised by the Seller upon the Buyer.
- 4 If the Buyer has not paid the amount due to the Seller on or before the due date calculated as per the agreed payment terms set forth in the invoice, the Seller shall be entitled (without prejudice to any rights that it may have under law or these Terms and Conditions) to terminate the order as accepted under the OA (and all its obligations under these Terms and Conditions in relation thereto) immediately by notice in writing to the Buyer and without any liability and further obligations of the Seller, notwithstanding any other terms agreed between the Parties in any other document, communication or otherwise.
- 5 In the event of default of any obligations on part of the Buyer, the Seller shall be entitled to forfeit any advance payment that may have been made by the Buyer for or in relation to the order as accepted under the OA, and all its obligations under these Terms and Conditions in relation thereto shall be deemed to be terminated without any liability and further obligations of the Seller, notwithstanding any other terms agreed between the Parties in any other document, communication or otherwise.
- 6 For Goods sold against the payment term 'Cheque on Delivery', any failure on the part of the Buyer to make the payment due to any reason shall entitle the Seller (without prejudice to any rights that it may have under law or these Terms and Conditions) to take back the Goods supplied to the Buyer. Taking back of the Goods shall in no way relieve the Buyer from any liabilities that may have arisen under these Terms and conditions including the cost of Goods, transportation costs and any other incidental costs.
- 7 The Seller shall be entitled to charge interest on overdue payments from the due date till the date of payment at a rate of 18 % (Eighteen per cent only) per annum.
- 8 The Seller reserves the right by giving written notice to the Buyer at any time before delivery or provision, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any change in delivery dates, quantities or specifications for the Goods which are requested by the Buyer or delay by the Buyer in taking delivery of the Goods, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
- 9 In the event that the Seller fails to deliver the Goods within the agreed delivery period, its liability shall be limited to the additional costs and expenses incurred by the customer in obtaining goods of similar description, quality and price in the available market. Additionally, the Seller disclaims any liability, costs, charges which may be incurred by the Buyer due to delay in delivery of the Goods.
- 10 In case the Buyer has any payment related query, the same shall be addressed to collections@forbesmarshall.com.

D. GOODS AND SERVICES TAX (GST)

- 1 Seller shall charge GST, at such rate as may be applicable at the time of supply, on all supplies of Goods to the Buyer. The Seller shall provide to the Buyer such information and documents as may be reasonably required by the Buyer to enable the Buyer to claim an input tax credit under the GST law, provided that the Buyer has provided the Seller necessary correct information about the GST registration and any other required details under the GST law, to the Seller.

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- 2 The Seller and the Buyer shall always co-operate to each other in providing necessary information/documents for enabling the procedural requirements under the GST laws.

E. DELIVERY

- 1 Unless otherwise agreed in writing, the Goods shall be delivered at the place as stated within the Purchase Order. Any time or date stated for delivery is an estimate only and the Seller shall not be liable for any failure to deliver at the specified time or on the specified date unless agreed in writing between the Parties. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery;
- 2 The Seller shall be liable for any liquidated damages or penalty for any delay in delivery or performance only if such delay is agreed in writing between the Parties and attributable solely and directly to the Seller.
- 3 If any liquidated damages or penalty for any delay in delivery or performance has been agreed in writing between the Parties, the Seller shall not be held liable for such damages or penalty if the Buyer has failed to fulfil its payment obligations under this Purchase Order or any other purchase order(s).
- 4 If the Seller is unable to deliver the Goods due to reasons attributable to the Buyer or if the Buyer fails to lift the Goods beyond 30 days from the agreed delivery schedule, the Seller may, at its discretion, place the Goods in storage. In such event, the Buyer shall be liable to pay to the Seller, 1% per week, with a maximum up to 10% in aggregate, of net Purchase Order value, towards such storage and any other incidental charges. Further, the Buyer agrees that the Seller shall have the right to adjust, such storage charges from any advance paid by the Buyer to the Seller or any amount lying to the credit of the Buyer with the Seller, whether under these Terms and Conditions or any other contract between the Buyer and the Seller (or the Seller's affiliates).
- 5 Any damages, shortages, wrong supplies or excess deliveries in respect of the Goods supplied by the Seller to the Buyer shall be reported to the Seller within thirty (30) days from the date of delivery of the Goods for necessary action. Once the 30 day period lapses, the Goods will be deemed to have been received in a good condition, in correct quantity and in due compliance with the obligations of the Seller and any such claims reported thereafter will not be accepted.
- 6 Partial / part delivery shall be permitted, unless otherwise agreed between the Parties.
- 7 In case of international transactions where the Buyer is located outside India and Goods are delivered outside India, any agreed trade term shall be construed in accordance with the INCOTERMS in force and as stated in the invoice.

F. RISK

Risk in the Goods shall pass to the Buyer according to the terms of delivery as stated within the Purchase Order. Where the Buyer opts to collect the Goods from the factory of the Seller, risk will pass when the Goods are handed over to the Buyer or set aside for its collection, whichever happens first.

G. TITLE

- 1 Title in the Goods shall not pass to the Buyer until the Seller has been paid in full for the Goods. The retention of the title shall not affect passing of risk of the Goods to the Buyer in terms of these Terms and Conditions.
- 2 The Buyer is not entitled to create any encumbrances, charge, lien or transfer as security any Goods on which the title has not passed to the Buyer.
- 3 In case the Buyer is an Original Equipment Manufacturer (OEM) / trader/ reseller, the risk and title to the Goods shall pass upon the delivery; however, the Seller shall have the right to lien on

such Goods till full payment is received by the Seller.

H. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary stated herein or in any other agreement, communication or documentation exchanged between the Parties:

- 1 The Seller's aggregate liability to the Buyer in respect of sale of any Goods (as sold pursuant to issuance of an OA) for all losses, claims, damages arising out of, or in connection with such sale of Goods or otherwise under these Terms and Conditions, its performance or breach (including claims for any indemnity) of these Terms and Conditions, whether such liability arises in contract, tort (including negligence), breach of statutory duty or otherwise shall be limited to 100% (one hundred percent) of the Price paid for the Goods supplied pursuant to such OA, and that such liability shall cease entirely upon the expiry of the Warranty Period; and
- 2 The Seller's liability in respect to any claims raised by the Buyer (including towards any indemnification obligations of the Seller, whether under contract or law) shall be payable to the Buyer only when any such indemnity claim of the Buyer is finally adjudicated by a competent court to have been actually suffered, sustained, incurred or paid for by the Buyer, and then too, the liability of the Seller shall be limited to the amount mentioned in clause H(1) above; and
- 3A. Neither Party shall be liable for loss of production, loss of profit, loss of use, loss of contracts, loss of revenue, loss of goodwill, loss of reputation, loss of interest, loss of finance costs, or otherwise suffered in connection with such sale of Goods or otherwise under these Terms and Conditions.
- 3B. Neither Party shall be liable for any indirect, special, incidental, consequential, or punitive damages, costs, charges, losses suffered in connection with such sale of Goods or otherwise under these Terms and Conditions ("Indirect Damages") even if advised in advance of the possibility of such Indirect Damages.

I. TERMINATION

- 1 If for any reason the Buyer decides to terminate the contract for sale then the Seller shall be entitled to be compensated for the losses suffered and/or cost / charges incurred by the Seller for the performance of such sale of Goods.
- 2 If for any reason which is not attributable to the Seller, the Buyer fails to accept delivery as per the agreed terms of delivery, the Seller may by notice in writing terminate the order as accepted under the OA (and all its obligations under these Terms and Conditions in relation thereto) immediately in whole or in part. The Seller shall then be entitled to be compensated for the losses/charges suffered by the Seller and other costs incurred by the Seller by reason of the Buyer's default.
- 3 The Seller may terminate the order as accepted under the OA (and all its obligations under these Terms and Conditions in relation thereto)
- if the Buyer commits a breach of the provisions of these Terms and Conditions or any additional terms and conditions mutually agreed upon by both Parties, including but not restricted to, failure / delay in making payment of Price (either in full or part) as per the agreed terms of payment; or
 - in case the Buyer becomes bankrupt or insolvent or goes into liquidation
 - if the Buyer ceases to carry on its business
 - if the Buyer fails to comply with any applicable laws.
 - if the Buyer has entered into this contract by way of

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- (vi) misrepresentation to engage in activities against the business interests of the Seller.
If the Buyer requests any changes in the specifications, drawings or design after issuing the Purchase Order, which are not feasible according to the Seller.

- 4 Termination of the contract of sale by either Party under this clause, for any reason whatsoever, shall not affect any of the rights and remedies that have accrued to the Seller as on the date of such termination, including the right to claim any additional costs and charges incurred till the date of termination and damages in respect of any breach of these Terms and Conditions which existed at or before the date of termination.

J. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 1 "Intellectual Property Rights" means all patents, designs, copyright, trademarks, know-how and all other forms of intellectual property whether registered or not and wherever enforceable in the world;
- 2 Each Party shall retain ownership of all Intellectual Property Rights it had prior to the issuance of the OA. All new Intellectual Property Rights conceived or created by the Seller in the performance of its obligations under these Terms and Conditions, whether alone or with any contribution from Buyer, shall be owned exclusively by the Seller. Buyer agrees to deliver assignment documentation as may be necessary to vest such rights in the Seller.
- 3 Data / drawings / documentation furnished by Seller which is confidential in nature or any other information furnished by the Seller that is considered to be confidential by the Seller shall not be reproduced or used for any purpose other than the purpose for which it is or was furnished and shall not be disclosed to third parties without the prior written permission of the Seller. If the Buyer violates any of the terms of this clause, it shall indemnify the Seller. The Buyer agrees that any breach of the confidentiality obligations under this clause, may cause the Seller irreparable harm for which monetary damages would be inadequate. Accordingly, in the event of such a breach, the Seller shall be entitled to injunctive or other equitable relief to enforce the provisions of these Terms and Conditions without the necessity of proving the inadequacy of damages, in addition to any available legal remedies.
- 4 In case any software is incorporated into the Goods, the use of such software shall be governed exclusively by Seller's and/or applicable third-party owner's license terms. The Buyer shall have no objection if the Seller refers to the Buyer as one of the Seller's valued customers.

K. FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside Seller's reasonable control, including but not limited to, acts of God, strikes, lock outs, natural disasters, pandemics, epidemics, acts of terrorism, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the order as accepted under the OA (and all its obligations under these Terms and Conditions in relation thereto).

Notwithstanding the above, the Seller shall not be obliged to provide any cost reductions to the Buyer in an event of Force Majeure. In no event shall the provisions of Force Majeure be

used by the Buyer to delay, suspend or stop payments that are due to the Seller under the Purchase Order.

L. RELATIONSHIP OF PARTIES

Nothing contained in these terms and conditions shall be construed as establishing or implying any partnership or joint venture between the Parties and nothing in these terms and conditions shall be deemed to construe either of the Parties as the agent or distributor of the other Party.

All representative (s) of the Seller (employee, directors, promoters, consultants, agents of the Seller) whether or not directly involved in any negotiations, acknowledgements and/or contract discussions as well as signing, and acting for the Seller shall be free from any personal duty, obligation and/or liability which might arise due to the execution of the transactions and any related document, activity, procedure and/or process.

M. ASSIGNMENT AND SUB-CONTRACTING

The Parties may be entitled to assign any of their rights or obligations under these Terms and Conditions to any person upon the prior written consent of the other Party.

N. WARRANTIES

- 1 Subject to the terms and conditions mentioned herein, Seller shall be responsible for providing warranty for the Warranty Period.
- 2 The Seller warrants that for the Warranty Period, the Goods are free from any material defects and workmanship.
- 3 Seller makes no representation or warranty of any kind other than those explicitly stated herein, and hereby expressly disclaims, any and all other warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, as well as any and all warranties arising out of course of performance, course of dealing or usage or trade.
- 4 Seller disclaims any responsibility or liability for any defects or deficiencies or any other liability during the Warranty Period, if any, for the Goods, if the Goods are: (i) used in any manner that is inconsistent with the intended purpose or design of the Goods as described in user manual / product literature / documentation provided by the Seller for the Goods; (ii) altered in any way; (iii) used or maintained in any manner that is inconsistent with Seller's instructions or warnings ("**User Instructions**") provided along with the Goods; and/or (iv) subjected to any other misuse, lack of proper maintenance, faulty repair, neglect, accident or servicing by persons other than Seller's authorised person. The Seller shall neither be liable for normal wear and tear nor for deterioration. Seller shall not be liable for any loss, damages or claims which are attributable to the negligence of the Buyer while storing, maintaining or operating the Goods. Responsibility for suitability, selection, installation, use, safety, operation or maintenance of the Goods rests solely with the Buyer.
- 5 Wherever there is an express warranty provided with the Goods,
 - (i) the Buyer shall, without undue delay, up to the date of the Warranty Period notify the Seller in writing of any defect which appears in the Goods. The notice shall contain a description of the defect. If the Buyer fails to notify the Seller in writing of a defect within the Warranty Period, the Buyer shall lose his right to have the defect remedied.
 - (ii) repair shall be carried out at the place where the Goods are located unless the Seller deems it more appropriate that the Goods be sent to the Seller or a

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destination specified by the Seller.

- (iii) defective parts which have been replaced shall be made available to the Seller and shall be the property of the Seller.
 - (iv) upon the Buyer intimating the Seller about the defects in the Goods, warranty adjudication shall be completed by either repairing the Goods (rectification of defects) or replacement of faulty part(s) at the discretion of the Seller.
- 6 The Seller shall not be liable for defects arising out of materials provided or a design stipulated or specified by the Buyer.
- 7 Any energy / fuel savings or any payback period calculated by the Seller in its Offer or other documentation shall be only indicative in nature and shall not be construed in any way as a guarantee by the Seller. Such energy / fuel savings or any payback period calculated by the Seller are contingent upon Buyer's continued maintenance of necessary plant parameters, operating conditions, production capacity and usage of the Seller's Goods in accordance with the **User Instructions** provided by the Seller. The Seller disclaims any liability arising out of any non-attainment of energy / fuel savings or any payback period calculated by the Seller.
- 8 Where the Goods have a benefit of the manufacturer's warranty, the Buyer shall claim under the manufacturer's warranty in preference to the Seller's warranty and the Seller shall assist the Buyer in claiming against the manufacturer's warranty, and to the extent requested by the Buyer shall act as administrator in respect of any claim against the manufacturer's warranty.
- 9 Subject as expressly provided in these terms and conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

O. ADHERENCE TO APPLICABLE LAW

- 1 The Buyer shall perform its obligations hereunder in compliance with all applicable laws including but not limited to anti-bribery laws, anti-money laundering laws, anti-corruption laws, environment laws and labour laws in any jurisdiction in connection with its activities pursuant to these Terms and Conditions.
- 2 The Buyer from time to time, at the reasonable request of the Seller, confirm in writing that it has complied with its covenants under this clause hereinabove and will provide any information reasonably requested by the Seller in support of such compliance.
- 3 To the extent that the Seller processes personal data on behalf of the Buyer under or in connection with these Terms and Conditions, it is hereby agreed between the Seller and Buyer, that:
- (i) The parties will process personal data in compliance with all applicable data privacy laws.
 - (ii) Each party consents to the use of the other's personal data in order to fulfill the purpose of this agreement and for the continuation of the business transaction between the parties unless the consent is explicitly withdrawn at any time during or after the term of this agreement.
- 4 The Seller may provide sensors, analysers, monitors, gauges and/ or process control systems for the purposes of emission monitoring, diagnostics, plant operations efficiency and predictive maintenance and to comply with environmental regulations. The Buyer consents to the collection, storage on a third party cloud server and use of such data by the Seller, which (i) will be kept confidential by the Seller, (ii) will not be disclosed to any third party without the consent of the Buyer and (iii) will not be used for any purpose except for the purposes of

providing services to the Buyer, improvement of products and services of the Seller and/ or to comply with applicable law, including any environmental regulations. The Buyer also consents that such data may reside on a third party cloud server which will be available for the access by the Buyer and the Seller. The Seller disclaims any and all liability arising (whether directly or indirectly) out of any data loss, breach or incident in relation to such data stored on such third party cloud server. In case the Buyer has contracted for an annual maintenance contract for transmission of its emission data to the environmental authorities as required by law, the Seller disclaims any liability for any non transmission of such emission data to the environmental authorities in case the Buyer has not paid the Price for such annual maintenance contract and such liability shall solely rest with the Buyer.

P. WAIVER

The failure by either Party to enforce at any time or for any period, any of the terms and conditions stated herein shall not be construed as a waiver of such term(s) and condition(s) or of the right to enforce such terms and conditions of these Terms and Conditions subsequently.

Q. SEVERABILITY

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed to with the invalid, illegal or unenforceable provision eliminated.

R. ENTIRE AGREEMENT

These Terms and Conditions supersede all previous agreements, correspondence and understandings between the Parties concerning the sale of Goods to be supplied pursuant to the order as accepted under the OA. Upon issuance of the OA, no modification to these Terms and Conditions shall be of any force or effect between the Parties.

S. GOVERNING LAW AND DISPUTE RESOLUTION

- 1 These Terms and Conditions shall be construed and interpreted in accordance with the laws of India. All disputes arising between the Parties out of or in connection with the performance and/or breach of these Terms and Conditions or otherwise in relation to supply of Goods by the Seller to the Buyer shall be amicably settled between the Parties. Where the Parties fail to settle the dispute amicably within 60 (sixty) days of written notice of its existence given by either Party to the other then such disputes shall be settled by arbitration by submitting the dispute to the decision of a sole arbitrator as may be mutually appointed by the Parties in accordance with the provisions of Arbitration and Conciliation Act 1996, as amended from time to time. The seat of the arbitration shall be Mumbai and venue shall be Pune. The language of the arbitral proceedings shall be English.
- 2 Unless otherwise agreed in writing between the Parties, in case of international transactions where the Buyer is located outside India and Goods are delivered outside India, the UN Convention on the International Sale of Goods (CISG) shall not apply.

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T. SURVIVAL

The provisions of these Terms and Conditions in relation to Limitation of Liability, Intellectual Property and Confidentiality, Governing Law and Dispute Resolution and all obligations that are capable of having effect after the expiry or termination of the order as accepted under the OA shall survive such expiry or termination, and shall be without prejudice to the rights and remedies of the Parties up to and including the date of such expiry or termination.

END OF STANDARD TERMS & CONDITIONS