

Purchase Agreement (Solar Glass) – CIF India

Contract ID: PA-BS-GLT-2025-003
Effective Date: 10 October 2025
Buyer: Bright Solar Private Limited, an Indian company with offices in Pune, India ("Buyer").
Seller: Ningbo GlassTech Co., Ltd., a company organized under PRC law ("Seller").

Table of Contents

1. Products and Specifications	2
2. Term; Minimums	2
3. Prices; Currency	3
4. Delivery; Risk; Insurance	3
5. Duties, Taxes and Tariffs	4
6. Change in Law; Anti-Dumping Duties	4
7. Payment; Security	5
8. Quality; Inspection	5
9. Compliance; Trade Controls	6
10. Force Majeure	6
11. Termination	6
12. Governing Law; Disputes	7
Schedule A – Products; HS; Origin; Baseline Duties	8

1. Products and Specifications

1.1 Seller will supply tempered solar glass sheets as specified in Buyer’s technical drawings and the SKUs in **Schedule A**.

2. Term; Minimums

- 2.1 Two-year term with optional one-year renewal.
- 2.2 Buyer will purchase at least 30,000 m² in the first contract year.

3. Prices; Currency

3.1 Prices are quoted in **USD CIF Nhava Sheva, Mumbai (Incoterms 2020)** and are exclusive of Indian import duties and GST.

3.2 Prices are firm for six (6) months from Effective Date, subject to Section 6.

4. Delivery; Risk; Insurance

4.1 Seller shall ship to Nhava Sheva with marine cargo insurance per Institute Cargo Clauses (A).

4.2 Risk transfers to Buyer upon discharge at Nhava Sheva; title upon full payment.

5. Duties, Taxes and Tariffs

5.1 Buyer is **Importer-of-Record** and responsible for Basic Customs Duty, Social Welfare Surcharge and IGST, and any safeguard or anti-dumping duty.

5.2 Baseline Indian duty for each HS code is captured in **Schedule A** for reference.

6. Change in Law; Anti-Dumping Duties

6.1 If India imposes or increases an **anti-dumping** or **safeguard duty** on the Products' HS codes or origin (PRC), Buyer shall bear such duties on importation.

6.2 If the composite duty (including anti-dumping/safeguard) increases by **more than 12%** above the **Baseline Composite Duty** stated in Schedule A, Buyer may (a) request repricing for undelivered quantities; or (b) cancel open POs for the affected Products with fifteen (15) days' notice.

6.3 For repricing, the adjustment equals the incremental duty multiplied by the applicable Customs Value.

7. Payment; Security

7.1 Payment via irrevocable letter of credit at sight, confirmed by a first-class bank, unless otherwise agreed.

7.2 Buyer may withhold payment of disputed invoices upon written notice.

8. Quality; Inspection

8.1 Seller warrants conformity with specifications; Buyer may inspect on arrival and reject nonconforming goods.

9. Compliance; Trade Controls

9.1 Each party shall comply with export/import laws, including sanctions and anti-corruption statutes.

10. Force Majeure

10.1 Neither party is liable for delays caused by events beyond its reasonable control.

11. Termination

11.1 Either party may terminate for material breach after thirty (30) days’ cure period.

12. Governing Law; Disputes

12.1 This Agreement is governed by the laws of India. Disputes shall be referred to arbitration under the Arbitration and Conciliation Act, 1996 in Mumbai, in English.

Schedule A – Products; HS; Origin; Baseline Duties

SKU	Description	HS Code	Origin	Baseline Composite Duty (IN)	Base Price (USD/m ²)
GLT-SG-3.2	3.2 mm tempered solar glass	7007.19	CN	10%	8.10
GLT-SG-4.0	4.0 mm tempered solar glass	7007.19	CN	10%	9.20
GLT-ARC-3.2	3.2 mm AR-coated glass	7007.19	CN	12%	9.90

Incoterm: CIF Nhava Sheva, Incoterms 2020.

Importer-of-Record: Buyer.