

Invoice
INV250000553

Delivery address
GABA OVERSEAS PVT. LTD.
UNIT-11, MACHROLI VILLAGE
Panipat GT Road, Haryana 132103
India

Invoice address
GABA OVERSEAS PRIVATE LTD
U51909HR1990PTC031060
Machhrauli
Panipat GT Road, Haryana 132103
India

Customer account 001210 **Invoice date** 18/09/2025

Pos	Quantity	Unit	Item number	Product name	Sales price	Total
Delivery note PS0019264 - 17/09/2025						
O/Ref.: SO0012720/ - Y/Ref.: PO#GO/031/25/SUP						
1	6,00	pc	710701152	PRESSURE REGULATOR HS-code (commodity): 84519000	190,22	1141,34
2	1,00	pc	710701076	DIAPHRAGM ACCUMULATOR HS-code (commodity): 84519000	208,57	208,57
3	3,00	pc	710701160	PRESSURE SENSOR + ADAPT. KIT HS-code (commodity): 84519000	230,25	690,74
4	3,00	pc	710701159	PRESSURE SENSOR + ADAPT. KIT (10 - 50 bar) HS-code (commodity): 84519000	214,25	642,76
5	3,00	pc	710701151	DISTRIBUTOR HS-code (commodity): 84519000	171,32	513,95
6	56,00	m	731930520	S/S CONVEYOR BAND 260X0,25 DIA. 1,5 MM Cuts: 1 x 56,00 HS-code (commodity): 84519000	51,76	2898,50

						6095,86
Total						EUR 6 095,86

Mode of delivery: AIRFREIGHT

Terms of delivery: FCA - MULHOUSE INCOTERMS®2020

Terms of payment: Already paid

Tax exempt: Exonération TVA, ART. 262-1 du CGI

SUPERBA S.A.S

147 avenue Robert Schuman - 68100 Mulhouse - France | Phone +33 (0)3 89 36 27 27

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OUR BANK

LCL - 4 Rue de Chemnitz
 68200 Mulhouse - France
 IBAN: FR50 3000 2072 7100 0006 1144 B42
 BIC(=SWIFT): CRLYFRPP

SHIPPING NOTE

Packing Nr : 460
 Customs tariff : 84 51 90 00

Marks

GABA OVERSEAS PVT. LTD.
 UNIT-11, MACHROLI VILLAGE
 Panipat GT Road, Haryana 132103
 India

Delivery note	Pallet type	Gross weight	Net weight	Pallet dimensions
PS0019264	DEMI_EURO	30,00 kg	27,00 kg	80,00 x 60,00 x 35,00 cm

In the event of late payment, a penalty equal to 3 times the legal interest rate will be payable and a fixed indemnity for collection costs of €40 will be applied (art l441-6 and d441-5 of the French Commercial Code). - Made in France

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LCL – Le Crédit Lyonnais
 IBAN FR50 3000 2072 7100 0006
 1144 B42 SWIFT CRLYFRPP

TVA FR 29 417 972 262
 Identité d'établissement
 417 972 262 00022

Registre du Commerce
 Mulhouse B 417 972 262
 Lieu de juridiction : F-68 Mulhouse

info@superba.fr
www.superba.com
www.vandewiele.com

GENERAL CONDITIONS OF SALE AND DELIVERY

These general conditions of sale apply to all our clients, unless otherwise stipulated between the parties in writing, to the exclusion of the purchase conditions of the Buyer.

In the context of these General Conditions of Sale and Delivery, "Machine" shall mean any Superba machine or equipment purchased by the Buyer and installed at the Buyer's premises. Software provided by Superba and installed in machines, is deemed to be part of the definition of "Machine" and subject to the present conditions, as far as such is feasible in the specific context. Such software is in any case and first of all governed by a specific Software User's License Agreement. The present General Conditions of Sale and Delivery have a supplementary character and apply to such software, only as far as these conditions do not contradict the Software User's License Agreement, which will prevail. The Software User's Licence Agreement is provided separately to the client and is part of the entire contractual framework between the Seller and the Buyer.

TexConnect Application

To the extent the Machine is TexConnect enabled, it is linked to the TexConnect Application. The purchase and use of the Machine, requires for the Buyer to create an account on the TexConnect Application. The **Machine Data** (as defined by the TexConnect General Terms and Conditions) collected by the Texconnect Application and the use of the Texconnect Application is subject to these General Conditions of Sale and Delivery to the extent that these conditions do not contradict the TexConnect General Terms and Conditions which will prevail. The TexConnect General Terms and Conditions are provided separately to the client and are part of the entire contractual framework between the Seller and the Buyer.

1. - Price

The prices are fixed ex works, exclusive of transport, insurance, packing, installation and start up. Packing is not returnable.

2. - Transfer of risks

All deliveries and acceptance are made ex works. Machines travel at the risk and peril of the Buyer, even when the Seller expressly undertakes the carriage and custom costs.

3. - Delivery date

Delivery dates are approximate.

The Buyer shall not have any right whatsoever to institute any claims for compensation or loss, for delay in delivery due to force majeure as described in Article 10 of the present General Conditions or any other reason, not to withdraw from the Contract or cancel the order placed. Any alteration or suspension required by the Buyer must be accepted by the Seller whilst the order is in course of execution and shall operate to extend the time for delivery and the Buyer shall be responsible for any possible increase in the Contract price occasioned thereby.

4. - Export

Buyer shall comply with any export and import restrictions of any EU Member State, the US and any other applicable export control laws and regulations or any end-user certificate issued thereunder and shall not import or export, nor permit the import, export, re-import or re-export of (i) any proprietary information or software or any copy thereof, or (ii) the Machines in violation of any such laws, restrictions and regulations, or without all required licenses and authorizations, from or to any country where the said import/export laws, restrictions and regulations prohibit import/export.

Buyer shall inform Seller on any local rules or regulations which may restrict, technically, regulatory or otherwise, the deployment or operation of the Machines in Buyer's country.

5. - Property rights and use of data

The Seller expressly reserves all rights for any Machines supplied until payment of the total price, payment of interest and additional cost (if any). The rights of property shall not be deemed to pass to the Buyer until full payment has been made in accordance with the invoices supplied by the Seller. In the event of payment not being made on the due date, the Seller has the right to put the Machines out of service.

Further, the Buyer agrees (i) to insure against damage, fire and destruction, all Machines supplied by the Seller to the full value thereof and (ii) in the event of the said Machines being destroyed, to pay to the seller the insurance indemnity in respect thereof or the balance remaining due. The Buyer undertakes to give notice of the Seller's interest in the Machines supplied to the Insurance Company. It has been expressly agreed upon between parties that the Buyer shall not incorporate in his assets the Machines supplied by the Seller, until full payment of the total price, interests and additional costs (if any) have been made.

The Buyer cannot sell, transfer, pledge and grant any Machines to others, nor move them to any other address without consent of the Seller until full payment of the total price, interests and additional costs (if any) have been made. In case the Buyer demands to transport the Machines supplied to any other address, the Buyer is obliged to obtain written confirmation from the Seller and only the Seller or a company appointed by the Seller is authorized to perform this transport. The Seller may visit the Buyer at any time in order to check the Machine and its condition.

All sales Contracts shall be drawn up and executed in France.

Our Machines may generate, collect, capture and/or store Machine Data while performing services for the Buyer or its linked enterprises. The TexConnect General Terms and Conditions define and describe the ownership and general use of the Machine Data by Vandewiele including Superba.

6. - Payment

All payments shall be made in accordance with the terms, included in the Sales contract.

Unless otherwise stipulated in writing, all sums due are cash payable in Mulhouse. All banking charges outside France are for the account of the Buyer.

In the event of failure, whether in full or in part, to pay by the due date, (i) a fixed interest of 12 % or (ii) a late payment interest based on the interest rate as provided under the law of 2 August 2002 relating to combating payment arrears in commercial transactions, whichever is higher, over and above the amount owing in the total invoice amount will become payable as of right and without prior written notice of default, with a minimum of 125 Euro, even if a grace period is allowed.

The Seller retains his right to indemnification of legal costs in accordance with the stipulations of the Judicial Code, and the right to a reasonable compensation by the Buyer for all relevant collection charges arising from the arrears. Without legal interference, the indemnification and collection charges are set at 12% of the unpaid sum total, on top of the interest on the unpaid invoice amount payable from the due date as provided in the previous paragraph.

The Buyer is not entitled to stop his payments in case of a claim or appeal for warranty.

In case of the opening of insolvency proceedings (such as bankruptcy, judicial reorganization or settlement), seizure or any other case of concurrence, mutual debts between parties are set off automatically – notwithstanding any transfer of such rights – without preliminary formal notice or judicial decision. Furthermore, in such case all payment facilities granted by us are cancelled. This set-off applies to both collectable and non-collectable debts (e.g. also compensation for breach of Contract or other damages) that will become due and/or collectable after and/or because of the situation of insolvency, seizure or concurrence. This set-off can be invoked against all third parties, including the other creditors of the Buyer.

Any non-payment of an invoice on the due date or any other default shall result in the immediate payability of all invoices that have thus far been issued and submitted to the Buyer, including those that have not yet expired, and automatically forfeits the Buyer's right in the future to any payment facility or discount.

The drawing/accepting of bills or other negotiable documents does not entail debt novation and does not constitute a deviation from these conditions of sale.

7. - Warranty and Complaints

The Seller warrants only that the Machines shall conform to the description given in the written order confirmation, or in the absence thereof, to the standard specifications for the Machines. The Seller makes no other warranty, express or implied. The Buyer acknowledges that the Seller does not guarantee or warrant that the Machine and software in the Machine will be provided and/or available in an uninterrupted way.

In order to file a valid complaint regarding a visible defect or discrepancies the Buyer must (i) notify the seller in writing within 14 days from the date of the receipt of the Machines of all visible defects or discrepancies and (ii) undertake all necessary and reasonable measures to restrict any damage. Use of Machines with alleged visible defects or discrepancies by the Buyer implies its irrevocable acceptance of the Machines.

Complaints regarding hidden defects are only valid if (i) they are communicated in writing to the Seller within 8 calendar days after discovery of the flaw and (ii) the Buyer undertakes all necessary and reasonable measures to restrict any damage.

The alleged non-conform or defective Machine will remain available for inspection by the Seller. Should the non-conformity or defect be non-existing or appear to be a non-conformity or defect for which the Seller is not liable, the Seller has the right to demand compensation for the costs he encountered due to the unjustified complaint.

A complaint shall be deemed unfounded in case of (i) insignificant deviations from the agreed quality, (ii) only minor impairment of usability, (iii) natural wear and tear, (iv) damage arising after the passing of the risk, (v) faulty or negligent handling, (vi) excessive voltage, (vii) incorrect transportation (viii) failure on behalf of the Buyer to comply with the Seller's installation and safety conditions and instructions as referred to in Article 14 (ix) failure on behalf of the Buyer to give notice of the alleged defect within the terms set out in the present clause and (x) failure on behalf of the Buyer to allow the Seller to inspect the Machines in the state they were upon delivery, etc. (non-exhaustive list).

In any case, the Buyer's claims regarding non-conform or defective Machines are subject to a period of limitation of 1 year as from delivery of the Machines.

The Buyer cannot invoke any complaint in order to suspend or refuse payments.

8. - Guarantee

The Seller guarantees the delivered material for hidden defects from the moment of delivery during a period of 6 months in one shift (3 months in 2 shifts and 2 months in 3 shifts) ("warranty period"). The guarantee for hidden defects shall never exceed 12 months after the delivery of the material.

In the event of material breakage, each part delivered and manufactured by the Seller and agreed by the Seller as defective during the warranty period will be replaced free of charge. The defective part becomes the Seller's property. The Seller's liability is limited to the delivery ex works of a replacement part and the Seller does not accept responsibility regarding indemnification of indirect and immaterial damage.

All freight, duty, customs clearance costs, taxes and other expenses incurred in the shipment of free of charge replacement shall be borne by the Buyer.

All descriptive performance data and parameters are target figures and are excluded from the guarantee and cannot be compensated.

Deterioration resulting from normal wear, insufficient or faulty maintenance, bad supervision, usage of non OEM (original equipment manufactured) parts, force majeure or faulty fitting executed by any third party or as the result of circumstances beyond the control of the Seller, shall not be covered by the guarantee.

If the bills are not paid on time the warranty period will be interrupted without any influence on the initial warranty period.

This guarantee shall not apply if the Buyer does not create and maintain an account on the TexConnect Application.

9. - Limitation of liability

The Seller is not liable for damage, costs and expenses caused by (i) serious or deliberate misconduct committed by its employees, officers and independent performing agents within the framework of the execution of their professional activities (ii) a flaw in the Machines if the damage, costs and expenses are not only caused by a flaw in the Machines but also by a fault of the Buyer or a third party (iii) failure on behalf of the Buyer to comply with its obligations, including but not limited to the obligations set out under Article 14 and (iv) actions or negligence of the Buyer or a third party, including but not limited to: unfit or illegal use, improper assembly or operation, improper treatment and maintenance, use of the Machines with improper equipment, faulty or negligent handling, excessive voltage, improper modifications.

Seller's exclusive liability for any and all claims as to the Machines delivered or for non-delivery thereof, whether arising out of Contract, visible or hidden defects, warranty, negligence, Seller's failure to comply with laws and regulations, strict liability or otherwise, shall be limited to the price of the Machine in relation to which the claim is made or, at Seller's option, the replacement thereof.

The Seller shall not be liable for any direct, indirect or consequential damage suffered.

The Buyer shall indemnify, defend and hold the Seller and its directors, officers, employees, agents, suppliers, parents, affiliates, subsidiaries successors and assigns harmless from all claims from third parties resulting or arising from (i) Machine liability as a result of a defect in the Machine delivered by the Seller to the Buyer (ii) the Buyer's negligence, fault and/or failure to comply with its obligations, including, but not limited to the obligations set out under Article 14, and (iii) the Buyer's use of the Machines. The foregoing shall apply, without limitation, to injury to person (including death) or damage or harm to property or the environment. This indemnity shall not apply to any fine, penalty, suit, action, claim, liability, judgment, cost or expense caused by the Seller's sole gross negligence or willful misconduct, but shall apply where there is concurrent negligence or willful misconduct of the Seller and the Buyer.

The liability of the Seller to the Buyer shall not exceed the amount actually paid by the Seller for the Machine.

The Machine and software in the Machine is delivered in the condition in which it is provided and account must be taken of the defects specific to the Machine or software in the Machine. The Seller shall not be liable for any viruses, Trojans horses, worms, any other malwares being present in the software in the machine or any hacking of the software in the Machine.

10. - Force Majeure

Neither party is liable to the other for default or delay in the performance of any of its obligations (except for any payment obligation) due to Acts of God, fires, explosions, strikes, riots, civil or international wars, invasions, refusal by governments to grant import or export licenses or the cancellation thereof, inability to obtain Machines and/or raw materials and/or components because of Force Majeure at the producing location, or a contingency of a supplier of goods and services, etc. or any other similar or dissimilar cause beyond the reasonable control of either party.

11. - Termination

In the event that the Buyer fails to pay the full price on the due date and (i) a petition in bankruptcy is filed by or against Buyer, or (ii) Buyer is declared bankrupt, or (iii) Buyer becomes insolvent or his credit becomes impaired in the reasonable opinion of Seller, or (iv) proceedings are initiated by or against Buyer seeking appointment of a receiver, reorganization, liquidation, dissolution, debt rearrangement or any other similar relief, or if the Buyer cancels the Sales Contract or fails to perform or fulfil at any time any material obligation or condition hereunder, the Seller, at its discretion, shall have the right to either request the performance or to terminate the sale with immediate effect without prior summons or notice period by registered letter.

In the latter case, the Buyer undertakes to pay to the Seller a lump sum equivalent to 20% of the value of the complete Contract irrespective of the right of the Seller to demand higher compensation if more substantial prejudice is proven. Seller shall be entitled, without prejudice to any other remedies, to repossess the Machines without the intervention of any court of justice and Buyer shall assist Seller hereto. In such case, Buyer shall not be entitled to any compensation.

In the event of non-payment on the due date, in the event of default, for whatever reason, or in the event of non-compliance with any contractual obligation, the Seller shall be entitled to (i) either unilaterally suspend the execution of all ongoing orders, after prior notice that has not or properly been cured within 8 days, without this giving rise to any claim for damages on the part of the Buyer, but without prejudice to the right of the Seller to claim damages; (ii) or cancel the contract without preliminary judicial decision and after formal notice that has not or properly been cured within eight days, without prejudice to the right of the Seller to claim damages, also with respect to future deliveries for which an execution date has already been set.

12. - Storage

In case the Seller is unable to ship/deliver the Machines within 14 days of notification to the Buyer that the Machines are ready for dispatch, the Seller has the right to arrange storage of the Machines. The cost of storage and the associated insurance are for the Buyer's account.

13. - Other conditions

I) The Seller reserves the right during the period of manufacture of the Machines in order to make any alterations to such Machines as deemed necessary; the Seller shall not be under any obligation however to carry out alterations or modifications to any Machines of similar type previously supplied. All statements as to weights and sizes are approximations only.

II) The Seller shall not be bound by any drawings, sketches or plans supplied and the right is expressly reserved to make such alterations as the Seller may seem necessary in the course of execution of the Order. Plans and technical documents supplied to the Buyer before, during or after conclusion of the Contract shall remain the property of the Seller and may not be copied, reproduced, transmitted or communicated to any third party.

III) The Buyer must create an account on the TexConnect Application, a web-based cloud platform of the Seller. The Buyer's use of TexConnect is governed by the TexConnect General Terms and Conditions.

IV) If any provision of these conditions is held by any court, tribunal or similar body to be void or unenforceable, such a ruling shall not affect the remaining provisions of these conditions of Contract, which shall be read as though the offending provisions had been deleted.

Furthermore, in the event of any court, tribunal or similar body ruling that any one or more of the time limits imposed under these conditions or any Contract are unreasonable, then in each case the condition imposing the offending time limit shall be read as though a reasonable period was substituted for the specified time limit and that condition enforced accordingly.

14. - Safety, installation and set-up conditions

The installation and setup conditions are detailed in our separate document "INSTALLATION AND SETUP CONDITIONS" which will be provided upon delivery of the Machine, is available at our office and/or on the TexConnect Application and at your first request. The Buyer will comply with these conditions and will carefully follow the Seller's instructions.

The Buyer is responsible for the safety of the circumstances and environment in which the Machines are used, and for the precise implementation of the safety instructions set out in the security guides, provided to you at the delivery of the Machine and/or available online via the TexConnect application. Non-compliance with these instructions may cause serious injury or death.

The Seller will in no event be liable for damage resulting or arising from non-compliance by the Buyer with the Seller's conditions and instructions referred to in this Article 14.

15. Disputes - Law

Any dispute arising between the parties shall be submitted in the jurisdiction of the Courts of Mulhouse, unless the Seller prefers the Court established at the Buyer's residence in the country of the Buyer or another competent Court for any reason. French Law is applicable.

Superba-Vandewiele nv – Mulhouse / France - VERSION 04.06.2024

GABA OVERSEAS PVT. LTD.
 UNIT-11, MACHROLI VILLAGE
 Panipat GT Road, Haryana 132103
 India

Delivery note
PS0019264

Mode of delivery	VDW order type	Customer	Delivery date			
AIRFREIGHT	PIECE DE R	001210	17/09/2025			
Line	Quantity	Unit	Item number	Product name	Conf.	Remaining
SO0012720 / PO#GO/031/25/SUP / SG						
1	6,00	pc	710701152	PRESSURE REGULATOR	A	0,00
2	1,00	pc	710701076	DIAPHRAGM ACCUMULATOR	A	0,00
3	3,00	pc	710701160	PRESSURE SENSOR + ADAPT. KIT	C	0,00
4	3,00	pc	710701159	PRESSURE SENSOR + ADAPT. KIT (10 - 50 bar)	C	0,00
5	3,00	pc	710701151	DISTRIBUTOR	A	0,00
6	56,00	m	731930520	S/S CONVEYOR BAND 260X0,25 DIA. 1,5 MM	B	0,00

Packing number: 1 DEMI PALETTE EURO
 Net weight: 27,00 kg
 Gross weight: 30,00
 Pallet dimensions: 80,00 x 60,00 x 35,00 cm

Date:

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