



GENERAL TERMS OF PURCHASE (the “GTP”)

THESE TERMS AND CONDITIONS GOVERN ALL THE PURCHASE OF GOODS OR SERVICES BY DOPAG INDIA PRIVATE LIMITED AND ITS GROUP ENTITIES (“BUYER”) FROM SELLER. SELLER AGREES TO SUPPLY THE ORDERED GOODS OR SERVICES ONLY UPON THE TERMS AND CONDITIONS CONTAINED HEREIN. SELLER’S ACCEPTANCE OF BUYER’S PURCHASE ORDER AND AGREEMENT TO DELIVER THE ORDERED GOODS IS EXPRESSLY MADE CONDITIONAL ON SELLER’S ACCEPTANCE OF THIS TERMS AND CONDITIONS SET FORTH BELOW. IN THE EVENT SELLER’S QUOTE OR ANY OTHER DOCUMENT INCLUDES TERMS AND CONDITIONS THAT DIFFER FROM OR ARE IN ADDITION TO THE FOLLOWING; SUCH TERMS AND CONDITIONS ARE ONLY ACCEPTED BY US IF WE HAVE EXPRESSLY **AGREED TO SUCH ACCEPTANCE OF THE DIFFERING TERMS IN WRITING BY THE AUTHORISED SIGNATORY OF BUYER.**

WHEN USED AS PER THIS TERMS, THE TERM “GOODS” MEANS THE ITEMS, MATERIALS, EQUIPMENT, SOFTWARE, TOOLING, PARTS AND/OR WORK OR SERVICES PURCHASED BY BUYER.

1. PURCHASE ORDERS (the “PO” or “Order”)

1.1 The Goods supplied should be strictly as per the specification given in the description of the materials in the PO (or part drawings). Otherwise, the material will be rejected and returned at SELLER’S risk and cost.

1.2 Accessories included are mentioned in the PO/Quotation. In case, it is missing, the accessories will be provided as per Supplier/ Seller catalogue wherever applicable. Installation Manual, Technical documentation, calibration certificates, construction drawings or any specific document as requested by the Buyer any should be supplied along with materials.

1.3 When completing the order or accepting the order for completion, the Seller assumes all obligations resulting from the GTP. If the Seller does not agree with the GTP, he is obliged to immediately notify the Buyer in writing about this fact before confirming the received order or commencing its execution. The Buyer may in this case cancel the order, and the Seller is not entitled to any claims against the Buyer.

1.4 If the delivery date of the goods has not been specified in the order, the Seller undertakes to carry out the shipment at the Buyer’s request. The delivery of goods is accepted by the Buyer in time periods agreed in advance with the Buyer, and in the absence of such arrangements in time periods indicated by the Buyer.

1.5 The order may be accepted by the Seller without reservations only. Any conditions, provisions or reservations contained by the Seller in the order confirmation or elsewhere that modify or supplement the order and/or GTP are considered ineffective and will be considered as non-reserved unless the Buyer agrees in writing. In case of Buyer’s refusal

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to give such consent, the contract will be deemed concluded on the terms specified in the order.

1.6 The Seller is not entitled to make changes to the confirmed order, unless the changes are made at the Buyer's request or the Buyer agrees to the changes in writing or the change is made at the Buyer's written request.

1.7 The Seller is obliged to provide the Buyer with information about any planned production breaks, including holiday breaks or planned stoppages in advance, enabling the Buyer to place an order with another supplier without the need to bear any additional costs.

1.8 The Seller is obliged to inform the Buyer in advance of any intention to withdraw the goods from production or sale, allowing the Buyer to secure continuity of deliveries, including the time needed to fully test and accept necessary replacements for the withdrawn goods. If the Seller fails to fulfil this obligation, the Buyer has the right to demand remedy for the resulting direct and indirect damage, in particular to charge the Seller with costs related to production downtime and to demand compensation for damage caused by the lack or delay of the Buyer's obligations towards his customers, including lost profits.

2. PRICES AND PAYMENTS

2.1 The prices stated in the quotation and accepted cannot be amended during the course of the delivery/invoicing unless agreed upon in writing by both parties. The above also applies to the basis for determining the price, if the parties have not fixed the price at the time of conclusion of the contract.

2.2 The prices indicated in the quotation shall specify and include all taxes, fees insurance. All other costs related to the implementation of the Order (including delivery costs), packaging costs, security, costs of necessary documents and other necessary elements shall be borne by the Seller.

2.3 If the parties have not agreed otherwise, payments will be made within 60 days from the date of delivery to the Buyer of the original of the correctly issued invoice/bill. Payments will be made by online transfer to the account indicated by the Seller on the invoice. The day of debiting the Buyer's bank account shall be considered as the day of payment, but this period may not in any case exceed 120 days from the date of delivery of the invoice/account. If a payment period longer than 120 days is agreed, the payment period of 120 days from the date of delivery of the invoice/account shall apply.

2.4 The Seller is obliged to issue an invoice/bill in the currency indicated in the order. The change of currency may take place upon consent of the Buyer, who will determine the terms.

2.5 The preferred form of invoice delivery is the e-invoice sent to the address indicated by the Buyer. If the delivery is not carried out in accordance with the conditions specified in the order, the Buyer has the right to suspend the payment, extend the payment date until full and correct performance of the order, or deduct the amount due from the Seller due to

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non-performance or improper performance of the subject of the order and failure to remove defects or faults. The Buyer will be entitled to make such a deduction before the payment due date on the basis of a unilateral declaration of intent. It does not exclude or limit the Buyer's right to enforce contractual penalties.

3. DELIVERY AND PACKAGING

3.1 The delivery date is specified in the order. The delivery date is final and binding for the Seller. Earlier delivery or partial delivery requires the Buyer's prior written consent. For the avoidance of any doubt, it is assumed that the emergency unloading of the goods by the Buyer, imposed by the requirements of safety rules is not treated as a receipt of the subject of the order.

3.2 Packaging: Goods need to be packed by the Seller so as to avoid all transit damages due to transportation, handling or weather conditions etc. If necessary, Buyer shall specify packaging requirements and also provide special packaging materials/containers etc.

3.3 In case of delivery at Buyers specified locations, freight applicable will be prepaid by the Seller unless Buyer accepts to bear the shipping in writing.

3.4 Product training shall be provided by the Supplier at the Buyers premises without additional charges upon request by Buyer unless otherwise clarified in writing

3.5 If the Seller finds it impossible to fulfil all or part of the accepted obligations resulting from the Order, if the Seller will not be able to keep the delivery deadline, Seller must immediately notify the Buyer in writing, along with an indication of the reasons for the impossibility of fulfilling the obligations/delay and the expected duration of the delay. Production breaks and downtimes do not exempt the Buyer from the obligation to properly execute the Order. In addition, It is mutually agreed that Delivery is essence of this order, unless otherwise specified, liquidated damages will be applicable @ 1% per week subject to maximum of 10% of the total order, in the event of non-completion of supplies within the stipulated delivery period Buyer reserves the right to cancel the order and transfer the same to some other Seller at Buyers' risk and cost. Buyer also reserves the right to forfeiture of the retained money for the seller, if applicable, in any case wherever the PO is not executed as per the specified delivery dates the seller will have to obtain prior delivery extension in writing from the Buyer. Granting delivery extension would be at the sole discretion of the Buyer.

3.6 In every case of the supply of goods the ownership title passes to the Buyer when the goods are unloaded at the destination at the Buyer's premises or at another location indicated by the Buyer.

3.7 The Seller is obliged to attach to each delivery a set of documents, in particular:

- (a) Invoice in Triplicate mentioning Purchase Order Number and Date
- (b) E Way Bill
- (c) Insurance Cover payment receipt for transit insurance/storage Insurance (if

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- applicable)
- (d) ISI, calibration certificate, CE certificate or any other certificates (as applicable)
 - (e) Certified Material Test Report including chemical composition and Mechanical Test Report wherever applicable
 - (g) Buyer Inspection certificate/waiver (if applicable)
 - (h) Warranty certificate
 - (i) Packing list
 - (j) Installation Certificate/waiver
 - (k) Freight Bill (if applicable)

Including any other documents specified by Buyer prior to delivery.

3.8 The Seller is obliged to deliver goods in the quantity and quality consistent with the order. Partial deliveries are not allowed unless they have been ordered so or the Buyer has agreed to them in writing prior to delivery.

3.9 Seller must intimate buyer once goods are ready for shipment so that the Buyer can arrange for transit insurance. If requested, the Seller needs to provide transit insurance for the shipment at additional cost.

4. GUARANTEE OF QUALITY

4.1 The Seller warrants that the goods conform to the approved specifications and arrangements contained in the Buyer's order, is free from any defects that would reduce its value or usefulness in terms of purpose of the contract or the intended use of the goods.

4.2 Goods supplied by the Seller shall be warranted against faults due to design, manufacturing or defective material or components for the period of 24 months from installation/commissioning unless stated otherwise in the PO. Seller shall submit relevant certificates for all goods supplied.

4.3 Goods supplied should meet the requirements and specifications stated in the purchase order (and part specifications/drawings) and will be inspected by the Buyers representative at the Sellers designated delivery premises upon delivery to verify conformity.

4.4 Material Rejection: If on inspection, the Buyer or its representatives finds that the goods or part of the goods are not as per the contracted quantity or not according to the specifications required by the Buyer or received in damaged or broken or in defective condition or otherwise not in a satisfactory condition owing to any reasons, of which the buyer shall be sole judge, the buyer will be entitled to reject the goods, cancel the purchase order and buy its requirement in the open market at the risk and cost of the seller and recover the loss, if any, from the Seller.

4.5 Rejected goods will be stored at the Buyer's warehouse / Consignees' warehouse in case of transit sale, at the sellers' risk and should be removed within the reasonable time by them at their own cost on receipt of the advice from the Buyers to this effect. The Buyer

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shall be entitled to recover from the seller the full amount of transport / freight and other charges, rent of warehouse etc. if any incurred in respect of rejected goods.

4.6 The Seller undertakes to inform the Buyer of any change in the production technology of the goods, as well as any other changes, important in terms of quality and intended use of this goods, specified in a separate document, such as. e.g. quality specification. None of the above circumstances exempts the Seller from the obligation to properly perform the contract, in particular from the obligation to supply the goods which conforms to its purpose and purpose.

4.7 The Seller is obliged to respond to the complaint within 3 business days of its receipt. The lack of response will be treated as if the complaint was admitted. In the event of disagreement between the parties as to the legitimacy of the complaint, the dispute will be resolved by an independent verification entity. Its ruling will be final and binding on both sides. The costs of the ruling shall be borne by the Buyer only if the complaint is unjustified.

4.8 If the goods supplied by the Seller have a manufacturing defect which causes damages/injury to person or property, the Seller will indemnify the Buyer for the damage as deemed appropriate by the Buyer or a competent third party/authority

5. INDEMNIFICATION.

5.1 Without prejudice to any other right or remedy available to Buyer under the Agreement or at law, Seller shall indemnify and hold Buyer and its Affiliates and their successors and assigns, harmless from and against all liabilities, claims, suits, losses, damages, costs and expenses (including reasonable attorney's fees), whether direct or indirect, arising from or relating to a third party's claim arguing that the goods constitute(d) infringement, violation or misappropriation of any intellectual property right or other proprietary right of a third party. Without prejudice to any other right or remedy available to Buyer under the Agreement or at law, Seller (1) shall procure the right for Buyer to continue to use the goods at no extra costs to Buyer, and (2) agrees that it will indemnify and hold Buyer, its Affiliates and their successors and assigns harmless from and against all liabilities, including without limitation product liability, claims, losses, damages, costs and expenses (including reasonable attorney's fees), whether direct or indirect (including, without limitation, loss of profits), arising from or relating to Seller's (or its officers', employees', agents' or subcontractors') failure to comply with any of its obligations under the Agreement. In addition, Seller shall be liable to Buyer for costs incurred by Buyer as a result of measures the Buyer reasonably takes in order to prevent any risk, such as but not limited to issuing safety warnings or precautionary recall actions of a defective product. Any costs for the determination of the risk (in particular expert costs) as well as Buyer's internal administration and processing costs of Buyer shall be borne by Seller.

6. MISCELLANEOUS TERMS

6.1 Force Majeure: The Buyer reserves the right to change or cancel the order if his business activity has been stopped, cannot be continued or has been significantly hindered due to circumstances beyond the Buyer's control, including those caused by force majeure, i.e. events which the Buyer could not foresee, in particular, such as riots, war, fire, floods,

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other natural disasters, restrictions or legal government regulations, legislative acts, strikes, outbreaks, failures of installations, machines or equipment of the Buyer and others, caused by acts of God, civil or military authority, governmental priorities, earthquake, pandemic, epidemic, epidemic, quarantine, energy crisis, war, riot, shortage, accidents (except accidents caused due to negligence of driver of Transporter), or any other causes beyond the reasonable control of the party whose performance is so delayed as well as in the case of delay of carriers or other entities with the help of which the Buyer performs his obligation. In the above situations, the Buyer shall not be liable for non-performance or improper performance of the obligation, and all claims of the Seller in this respect are excluded.

6.2 Confidentiality: Seller agrees to treat as confidential and to use only for the purposes of the Terms and any contract between the parties, all information, including but not limited to technical and commercial information, which is provided “as is” in whatever form or medium by or on behalf of Buyer and of its Affiliates and to give access to such information only on a need to know basis to its employees and not to transfer, publish, disclose or otherwise make available such information or any portion thereof to any third party without Buyer’s prior written consent. All information shall remain Buyer’s property and no licenses or rights are granted in any such information and Seller shall, upon Buyer’s demand, promptly return to Buyer or destroy all such materials and information, not retaining any copies thereof, upon Buyer’s demand. Seller shall not use the name, logo, trademark, or any other reference to Buyer, either direct or indirect, in press releases, advertisements, sales literature or other publications and shall not disclose the existence or the terms and conditions of the Agreement, without the prior written consent of Buyer.

6.3 Product Liability: If the Deliverables supplied by the supplier have a manufacturing defect which causes damages/injury to person or property, the Seller will indemnify the Buyer for the damage as deemed appropriate by the Buyer or a competent third party/authority

6.4 Intellectual Property Rights: Seller agrees that any information, drawings, know-how, specifications, designs, concepts, techniques, developments, inventions, technologies and other work products generated or developed in the course of work performed under the Agreement by Seller and any intellectual property and other proprietary rights therein or thereto shall vest in Buyer. Seller assigns or shall cause to be assigned to Buyer all right, title and interest to any and all such items and rights and to do everything necessary to perfect such rights and to protect Buyer’s interest therein. Seller shall inform any third parties who might seek recourse thereon of Buyer’s proprietary rights; Seller shall immediately inform Buyer of such an event.

The Seller acknowledges that the buyer shall have the right to use the intellectual property of the goods sold and further integrate and develop its products independently and Seller covenants that it is entitled to grant the rights to the use of all the intellectual property, Software, Software Fixes, Software Updates and Software Upgrades.

The Seller shall disclose to Buyer any pending or registered Patents, Trademarks or other form of intellectual property vested in the goods prior to delivery and specifically waive any claim over the goods arising from this agreement.

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6.5 Notice: Any notices required or permitted shall be given to the appropriate Party at the address specified above physically or electronically, or at such other address as the Party shall specify in writing, and shall be effective upon actual receipt.

6.6 Assignment: The parties may not assign this agreement or any right or obligation of this agreement, by operation of law or otherwise without prior written consent of the party, which shall not be unreasonably withheld.

6.7 Independent Contractors: The parties are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is created by this Agreement.

6.8 Severability: The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

6.9 Headings: The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6.10 Interpretation: In construing or interpreting this Agreement, the word "or" shall not be construed as exclusive, and the word "including" shall not be limiting. The parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favour of or against either party and that ambiguities shall not be interpreted against the drafting party.

6.11 Amendments: No change or modification of this Agreement will be valid unless it is in writing and signed by each party to this Agreement.

6.12 No Waiver: A party's failure to exercise or delay in exercising any right, power or privilege under this Agreement shall not operate as a waiver; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof.

6.13 Governing Law and Jurisdiction This Agreement shall be governed, construed, and enforced in accordance with the laws of the India, without regard to its conflict of laws rules. The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Bangalore, Karnataka.

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