



## GENERAL TERMS OF SUPPLY

THESE TERMS AND CONDITIONS GOVERN ALL SALES OF GOODS OR SERVICES BY DOPAG (“SELLER”), TO BUYER. SELLER AGREES TO SUPPLY THE ORDERED GOODS OR SERVICES ONLY UPON THE TERMS AND CONDITIONS CONTAINED HEREIN. SELLER’S ACCEPTANCE OF BUYER’S ORDER AND AGREEMENT TO DELIVER THE ORDERED GOODS IS EXPRESSLY MADE CONDITIONAL ON BUYER’S ACCEPTANCE OF SELLER’S TERMS AND CONDITIONS SET FORTH BELOW. IN THE EVENT BUYER’S PURCHASE ORDER 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 REFERENCED TO SUCH TERMS AND AGREED TO THEM IN WRITING BY THE COMPETENT AUTHORITY

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

### 1. PRICES

Unless otherwise agreed in writing, the prices quoted or invoiced excludes all applicable sales and taxes, duties, and like levies; and the cost of packing, shipping, freight, ad valorem cargo insurance and like charges to the point of delivery specified in the Order. Disputes about the amounts to be paid to us shall not entitle us to cease the supply of Goods or performance of work whether entirely, partially or temporarily. Prices are quoted Ex Works, DOPAG India Private Limited, Excluding Packing and loading for shipment. All other costs. i.e., freight, insurance, taxes and duties are charged to the buyer unless otherwise agreed upon in writing.

All Government taxes, duties and levies, if any, will be charged extra at the rate ruling on the date of dispatch. Any increase in the existing duties, taxes and levies or any fresh imposition of duties, taxes and levies by the Governments will be debited to Buyer’s Account as applicable.

### 2. PACKING

All Goods sold hereunder are suitably packaged or otherwise suitably prepared for the mode of transportation and the final destination specified in the Purchase Order so as to prevent damage in transit and in order to be safely and reasonably handled. Packing will be charged at actual cost or as per offer provided to the customer. All goods shall be packed for shipment according to Buyer’s instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. All risk of

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560 099, Bangalore			



packing, dispatch and transport shall lie with the Buyer. Even if transport is paid by DOPAG, the buyer is responsible to ensure insurance of the goods as deemed necessary.

### 3. DRAWINGS, MODELS, TOOLS

All drawings, other written documents, models and tools made available by DOPAG or its buyers(s) for the performance of the Contract shall remain the property of DOPAG or its buyers(s), as applicable, and shall be returned at buyer's expense upon completion of the Contract. DOPAG does not guarantee the accuracy of any tooling or other quality or suitability of any such item furnished. The aforementioned drawings, models and tools and other documents, as well as drawings and documents prepared by DOPAG shall neither be reused for other purposes nor duplicated or made accessible to any third party.

### 4. DELIVERY

Quoted delivery terms are approximate and not binding. Where delivery is delayed by more than 4 weeks beyond the agreed date, the buyer shall grant DOPAG a reasonable extension period. Upon expiry of this extension period without delivery, the buyer shall be entitled to withdraw from the contract by written declaration. No further claims can be considered. Claims in respect of incomplete or incorrect supplies must be notified in writing without delay, but not later than 48 hours after receipt of consignment. Failure to comply will result in the forfeiture of the claim.

### 5. GUARANTEE AND GENERAL LIMITATION OF LIABILITY

DOPAG guarantees, on written request by the buyer, to repair or to replace, as soon as possible, solely those parts which can be conclusively proved to be defective or unusable, due to faulty material, incorrect construction or deficiencies in workmanship. Any parts thus replaced become property of DOPAG.

DOPAG will bear only those costs which will arise as its factory, for the repair or the replacement of the defective parts if defective parts cannot be repaired or replaced at DOPAG's factory for reasons beyond its control, all additional costs from this will be at the buyer's expense. In case of claims of defect in the goods delivered, the buyer shall provide satisfactory evidence as to its claim and cause. Any damage or defect caused at the buyers premises is agreed to be buyers risk alone.

In every case, without reservation, any claims against DOPAG exceeding those outlined above, specifically for compensation and/or cancellation of damages or cancellation of the contract are excluded.

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The guarantee period will be 12 months for one shift operation, 6 months for two shift operation and 4 months for 3 shift operation. The period is calculated from the day of delivery to your site or if DOPAG is responsible for the installation, the guarantee will take effect from completion of installation. Parts replaced or repaired during the warranty period are also warranted to be free from defects. However, the warranty for these parts is valid for only the remaining period of warranty of the original product.

The guarantee does not cover normal wear and tear parts, defects resulting from normal usage, faulty maintenance and failure to observe the operating instructions, forceful operation and the use of materials which are not approved, chemical and electrolytic action, faulty repairs as well as for other reasons beyond DOPAG control.

The guarantee will become void in every case where modifications are carried out by the buyer or by third parties without the written agreement of DOPAG; this will also be applicable if the buyer fails to take immediate and sufficient action to prevent further damage. In cases where a customized product was made as per specification from the customer, any deviations in the specification or standard operating procedure of the machine will result in nullification of the warranty and product performance.

The guarantee for components which are not manufactured by DOPAG, will not exceed the scope of the guarantee extended to DOPAG by the supplier of such items.

DOPAG agrees to apply guarantee as outlined in this section, any other liability specifically claims for damages not proven to be the responsibility of DOPAG will not be considered.

## 6. TITLE OF GOODS

Goods remain the property of DOPAG until all obligation from the sales contract are fulfilled. The buyer shall not dispose of the goods in any way outside the normal course of business. i.e. by pledging the goods or making them over as surety to third party. The buyer shall notify DOPAG immediately of any security of the goods or actions by third parties which may infringe DOPAG'S title of the goods.

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## 7. PAYMENT TERMS

Invoiced amount become due in line with the agreed credit terms, DOPAG reserves the right to charge interest on overdue payment. It is agreed that a delay in the payment exceeding 60 (Sixty) days from the date of due date shall incur a recurring interest of 2% per month until he settlement of dues. Non-payment of dues exceeding 6 (six) months from the due date shall additionally allow DOPAG to be entitled to compensation for non-performance of the Contract between for up to 1% per day of delay in payment up to a maximum of 25% of the order value.

## 8. CONFIDENTIALITY

Buyer agrees to maintain the confidentiality of all Proprietary Information, and specifically agrees (a) to take all actions reasonably necessary under the circumstances to maintain the confidentiality of the Proprietary Information; (b) to use Proprietary Information only in Buyer's performance of the Contract; (c) to limit access to Proprietary Information to only those employees within Buyer's company who have a need to know, and inform these employees of the provisions of this clause; (d) to conspicuously mark all documents and electronic files containing Proprietary Information as confidential and the property of DOPAG; (e) not to copy documents or electronic files that include Proprietary Information, or allow them to be copied, except as required for Buyer's efficient performance of the Contract; (f) not to use Proprietary Information for the benefit of any person or entity other than DOPAG; (g) not to transmit or disclose Proprietary Information to others without the prior written consent of DOPAG and (h) Not to attempt to reverse engineer the products delivered without consent of Seller.

## 9. NON - DISCLOSURE

In performance of an Order, Buyer may receive or come into possession of DOPAG's proprietary information, including but not limited to designs, specifications, instructions, forecasts, trade secrets, data or "know how" pertaining to the Goods (collectively "Proprietary Information"). Additionally, Buyer may develop, solely or jointly with DOPAG, written, graphic and/or machine-readable designs, specifications, data or any other information pertaining to the Goods or performance of the Order, which is deemed commissioned. Such information shall be considered Proprietary Information, and ownership and all intellectual property rights to such information shall vest in, and is hereby irrevocably transferred and assigned to, DOPAG.

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"Intellectual property rights" as used in these terms shall mean all possible worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, inventions, mask work rights, moral rights, patents, rights of inventorship, all applications, registrations and renewals in connection with any of the above, database rights, know-how, trade secrets, rights of publicity, privacy and/or defamation, rights under unfair competition and unfair trade practices laws, and all other intellectual and industrial property rights related thereto. Proprietary Information shall not include information that (a) is already known by Buyer prior to the disclosure by Seller; (b) is or becomes available to the general public through no act or fault of Buyer; or (c) is rightfully disclosed to Buyer by a third party not under a similar obligation to maintain the information in confidence. If Buyer wishes to rely on the exceptions contained in clauses (a), (b) or (c) above, then Buyer must demonstrate to Seller the facts underlying why the exception applies within thirty (30) days of receipt or development of the Proprietary Information.

#### 10. OWNERSHIP

DOPAG retains all right, title and interest to all Proprietary Information, and to all modifications and derivative works thereof and to all intellectual property rights related thereto. Buyer, on behalf of itself and any of its employees who perform any work under the Contract, if any, hereby irrevocably waives any right to assert any rights it might have had in the Proprietary Information. Buyer further acknowledges that such Proprietary Information includes valuable trade secrets of DOPAG, that inventions reflected in Proprietary Information may be protected under pending or issued patents owned by DOPAG or its affiliates, and that particular expressions of such Proprietary Information may be protected under copyrights owned by DOPAG or its affiliates. Buyer's receipt of Proprietary Information in connection with its performance of the Order shall not be deemed an assignment or license of DOPAG's rights in such information, inventions and works of authorship.

Unauthorized Disclosure: Buyer shall notify DOPAG immediately upon discovery of any unauthorized use or disclosure of Proprietary Information, and shall fully cooperate with DOPAG to help regain possession of Proprietary Information and prevent any future unauthorized use or disclosure of Proprietary Information.

Upon termination of the Contract or Order, or at any earlier time as DOPAG may request, Buyer shall return all documents and electronic files containing Proprietary Information to DOPAG, and shall retain no notes on, or copies or abstracts of, Proprietary Information. All technical, business or any other information disclosed heretofore or hereafter in connection with a Contract or Order, including the amount of any quote related to the Goods provided by DOPAG to Seller, is on a non confidential basis. If an Order includes

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development services, such as the design of a unique product or modification of an existing product, Buyer grants to DOPAG and its affiliates a perpetual, worldwide, paid-up, royalty free, nonexclusive license, with the right to sublicense, to make, have made, use, offer to sell, sell, export and import all inventions or other results of Buyer’s development work that Seller conceives, develops, acquires, or reduces to practice in the course of performing work under an Order, and Buyer shall provide to DOPAG all documentation, information, and other materials including, without limitation, all drawings, prints, specifications, data, instructions, and manuals related to such inventions or other results of Seller’s development work, necessary for DOPAG to receive the full benefit of such license.

### 11. CHANGES IN SCOPE OF SUPPLY

Buyer shall have the right at any time to reasonably add to or delete from the scope of supply specified in the Order, change the method of shipment or packing, place of inspection, delivery or acceptance, or order the temporary suspension of work, by notice of written change order to DOPAG. If such changes affect price or performance of Goods, DOPAG shall notify Buyer immediately and negotiate an equitable adjustment to the Order price, but Buyer may not stop performance of the Order. Subject to acceptance of the price and terms negotiated by both the parties, DOPAG shall immediately proceed with fulfilling the order.

### 12. INSURANCE

DOPAG shall have no obligation to insure or be responsible for any loss or damage to property of any kind owned or leased by Buyer (including any subcontractor), its employees, servants or agents. Buyer and its subcontractors, if any, at their sole costs, shall maintain insurance coverage as deemed necessary. The transit insurance if any, shall be at the Buyer’s risk and cost.

### 13. HANDLING / IDENTIFICATION OF HAZARDOUS MATERIALS

DOPAG warrants that it is fully aware of any risk which may arise in connection with shipment, packaging, storage, application, disposal, etc of the goods. Prior to accepting the Order, DOPAG shall determine whether the Goods or their constituent parts are classified as hazardous materials (e.g., paints, adhesives, chemicals, or inflammables, oxidizing, explosive, combustible, poisonous, radioactive, corrosive materials, or potentially self-igniting goods). In such cases, DOPAG shall inform Buyer immediately by giving relevant details. The most recent applicable national and international regulations shall be observed concerning packaging, marking and declarations as well as any divergent or supplementary regulations of the country of destination, provided that DOPAG is notified of the country. Any resulting additional cost in packing and compliance shall be borne by the Buyer.

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#### 14. EXPORT LICENCE

Buyer shall immediately inform DOPAG whether the Goods to be supplied are subject to Export Authorisations/Licences. Buyer shall be responsible for compliance and obtaining such Authorizations and Licenses. Buyer shall also be responsible to provide accurate harmonized tariff codes, export control classification numbers, certificates and other information and documentation regarding the Goods as required by DOPAG or for international transport purposes.

#### 15. INDEMNIFICATION

Buyer shall hold DOPAG harmless and indemnify from any resulting breach of applicable laws subsequent to Deliver. Buyer shall indemnify, defend and hold harmless DOPAG, its agents, affiliates, officers and directors from and against all claims of third parties with respect to such a breach. Buyer shall also indemnify, defend and hold harmless DOPAG its agents, affiliates, officers and directors from and against any damages (including reasonable attorney's fees) caused in whole or in part by the acts or omissions of Buyer, any of its members, employees, agents, or other persons directly or indirectly employed by or associated with Buyer, or resulting from defects in the Goods caused by Buyer's default, Buyer's failure to comply with applicable laws and regulations, Buyer's misconduct at a customer job site, or any misappropriation of a third party's intellectual property rights, including without limitation copyright and patent infringement by Buyer.

DOPAG warrants that none of the Goods, or the use thereof, infringes any patent, trademark, copyright, or other right and Buyer agrees, at its sole cost and expense, to indemnify, defend and hold harmless DOPAG, its agents, affiliates, officers and directors from all costs, including attorneys' fees, expenses or damages arising out of any such infringement or claim of infringement in the use or sale of Goods covered by an Order.

#### 16. JURISDICTION /GOVERNING LAW

The place of jurisdiction shall be the courts of Bangalore, Karnataka. DOPAG may, however, commence legal proceedings against Buyer at Buyer's place of jurisdiction or in the jurisdiction where the Goods shall be utilized. The interpretation and enforcement of this Terms and the relationship between DOPAG and Buyer shall be governed by Laws of India.

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## 17. INDEPENDENT CONTRACTOR

Nothing in the contract shall be deemed to constitute DOPAG or any of DOPAG's employees or agents to be the agent, representative or employee of Buyer or its customer(s). DOPAG shall be and remain at all times an independent contractor and shall have responsibility for and control over the details and means for performing its work, provided that it is in compliance with the terms of the Contract. Anything in the Contract that may appear to give Buyer the right to direct Seller as to the details of the performance of Seller's work or to exercise a measure of control over Seller shall only mean that DOPAG shall follow the desires of Buyer in the results of the services or goods rendered.

## 18. FORCE MAJEURE

Force Majeure shall be deemed to mean exclusively a calamity caused by external factors such as but not limited to natural disasters, pandemic, war or civil unrest that directly affect the ability of a party to perform their obligations under the Contract and that are outside the control or reasonable expectation of the party whose performance is affected. Non-performance by subcontractors shall not be regarded as a force majeure. If as a result of force majeure Seller is permanently incapable of fulfilling his obligations, Buyer shall be bound to pay only for that part of the Contract which has been satisfactorily performed. If as a result of force majeure Seller is delayed in its performance of its obligations under this Contract for a period longer than 90 (ninety) days, whether consecutively or taken together, either party shall have the right to terminate the Contract.

## 19. TERMINATION

Termination for Convenience: DOPAG may, at its sole option, terminate the Contract or any pending order in whole or in part, for its convenience, by written notice to Buyer. Upon such termination DOPAG shall immediately stop work under the Contract. Unless otherwise specified in the Order, and to the extent not previously paid, DOPAG shall be entitled to the following payments, without duplication, in full settlement (i) the order price for Goods completed and accepted by DOPAG; (ii) the actual costs incurred by DOPAG which are properly allocable or apportionable under generally accepted accounting practices to the terminated portion of the Contract; (iii) any reasonable expenses, if any.

Termination for Default: Each of the following shall constitute a default under the Contract and DOPAG reserves the right to terminate, if (i) Buyer fails to make progress as to endanger performance of the Contract and does not cure such failure within a period of 10 business days (or such longer period as DOPAG may in writing authorize) after receipt of

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notice from DOPAG specifying such failure, or (ii) if Seller breaches any of the terms of the Contract, or (iii) in the event of the happening of any of the following: insolvency of DOPAG.

#### 20. NOTICE

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

#### 21. SEVERABILITY

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

#### 22. OTHER AUTHORISATIONS

Should Buyer request DOPAG to make sale for or render products, goods or/any services to any parent, subsidiary, agent, authorised buyer, authorised representative or affiliate of Buyer ("Buyer Affiliate"), Buyer and such Buyer Affiliate shall be jointly and severally liable to DOPAG even though DOPAG may render invoices to, or in the name of, such Buyer Affiliate.

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