

## **TERMS AND CONDITIONS OF SALE**

These Terms and Conditions (hereinafter referred to as the “**T & C**”) shall apply to the Sale of Product/s provided by LEI India Private Limited (hereinafter referred to as the “**Company**”) to You (hereinafter referred to as the “**Purchaser**”).

This T & C sets out the basis on which the Company shall sell to the Purchaser the Product/s. The Company shall have the right to amend, alter, change, delete, or modify the Clause/s of this T & C.

The Purchaser's assent to this T & C mentioned herein shall be deemed to be given upon issuance of the Order Acknowledgement by the Company.

The Company and Purchaser are hereinafter jointly referred to as “**Parties**” and individually as “**Party**”.

### **PURCHASER AGREES TO FOLLOWING TERMS AND CONDITIONS:**

#### **1. DEFINITIONS:**

- 1.1. “**Applicable Laws**” shall mean any and all applicable laws, byelaws, statutes, rules, regulations, orders, ordinances, protocols, guidelines, policies, notifications, circulars, resolutions, corrigendum, standards, restrictions, judgements, or decrees issued, promulgated, adopted, or enforced by any governmental authority in any relevant jurisdiction as well as any interpretation of the foregoing by any governmental authority that has force of law, amended from time to time.
- 1.2. “**Order Acknowledgement**” shall mean an acceptance to the Purchase Order in writing issued by the Company in favour of the Purchaser mentioning therein the rate and quantity of the Product/s, estimated date of delivery, etc.
- 1.3. “**Product/s**” shall mean the product manufactured and supplied by the Company on demand of Purchaser.
- 1.4. “**Purchase Order**” shall mean and include a document mentioning therein the order for Product/s by the Purchaser.

Address: --- Ground Floor, Plot No. G-8/7, Ranjangaon Industrial Area, Village-Karegaon, Taluka-Shirur, District-Pune, Maharashtra, 412220, India

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1.5. **“Quotation”** shall mean and include the Price of the Product/s inclusive of taxes or charges subject to **Clause 6.1**.

**2. INTERPRETATIONS:**

- 2.1. The headings are inserted for convenience only and shall not affect the construction of this T & C.
- 2.2. Words indicating the singular also include the plural and words indicating plural also include the singular.
- 2.3. Provisions including the word “agree”, “agreed” or “agreement” require the agreement to be in writing.
- 2.4. The words “include” and “including” and any derivative of these word, are not words of limitation.
- 2.5. The terms “hereof”, “hereby”, “herein”, “hereto”, “hereunder” and any derivative of these words thereof or similar words refer to this entire T & C or specified clauses of this T & C would create or increase the liability of parties under this T & C.
- 2.6. Reference to a statutory provision includes a reference to the statutory provision as modified or re-enacted or both from time to time and any subordinate legislation made under the statutory provision.

**3. CONTRACT CONFIRMATION:**

- 3.1. Any Quotation given by the Company shall be valid for Thirty Days (Days in words) Days from and including its date and shall constitute an invitation to treat and not an offer.
- 3.2. The Purchase Order constitutes an offer by the Purchaser to purchase Product/s from the Company subject to these T & C. A contract for the supply of Product/s by the Company to the Purchaser on these Conditions shall be formed when the Company accepts the Order by issuing an Order Acknowledgement to the Purchaser.

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- 3.3. Upon the issuance of the Purchase Order, the Company shall issue to the Purchaser the Order Acknowledgement mentioning therein the quantity and price of the Product/s, estimated date of delivery etc.
- 3.4. The Company shall deliver the Product/s to the Purchaser according to these T & C and shall apply to the exclusion of all other terms and conditions including any terms and conditions which the Purchaser purports to apply under any Purchase Order, confirmation of order and any terms and conditions which may otherwise be implied by trade, custom, practice, or course of dealing.
- 3.5. The Company shall be entitled, at its discretion, to deliver Product/s by separate instalments. The Company shall be entitled to raise invoice for the Price for each instalment separately in accordance with **Clause 07**. Each instalment will be deemed to be a separate contract and no cancellation or termination of any one contract relating to an instalment will give the Customer the right to cancel or terminate any other contract.

#### **4. MODIFICATION IN PURCHASE ORDER:**

In the event the Purchaser wishes to modify the Purchase Order, Purchaser shall inform the Company within Seven Days (Days in words) Days from issuance of the Order Acknowledgement.

#### **5. PROCUREMENT OF RAW MATERIALS:**

- 5.1. The Company shall procure raw materials as per requirement of the Purchaser mentioned in the Purchase Order.
- 5.2. In the event of any Force Majeure Event or Supply chain issues on a Global Level, Purchaser shall not hold liable the Company for the following:
  - 5.2.1. Delay in procuring the raw materials,
  - 5.2.2. Increase in the price of the raw materials and thus, the Product/s,
  - 5.2.3. Delay in delivery of Product/s.

#### **6. PRICE OF PRODUCT/S:**

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- 6.1. The Price of the Product/s as mentioned in the Order Acknowledgement shall be inclusive of taxes, provided in the event any other taxes/ charges are levied on the Product/s during the delivery, the same shall be paid by Purchaser in addition to the Price mentioned in the Order Acknowledgement.
- 6.2. The Company reserves the right to modify the Price of the Product at any time caused by any factor beyond its control and to modify the delivery date of the Product owing to any delay caused by Purchaser's failure to provide adequate information or instructions in relation to the Product/s and/or delivery thereof.

## **7. PAYMENT TERMS:**

- 7.1. Subject to any special terms and conditions agreed upon in writing between the Parties, the Company shall raise an invoice in favour of the Purchaser for the Price of Product/s at any time before delivery or after delivery of Product/s.
- 7.2. All invoices raised by the Company in favour of the Purchaser shall be net payable as mentioned in the invoice unless any other mode of payment has been decided between the Parties. The time of payment of the Price of Product/s shall be the essence of this T & C.
- 7.3. The Company shall issue a receipt of payment only upon request of Purchaser.
- 7.4. If Purchaser becomes insolvent all invoices issued by the Company shall immediately become due and payable.
- 7.5. If Purchaser fails to make any payment due to the Company under this T & C within 7 Days after the Due Date of payment as decided between the Parties, the Company shall be entitled to withhold further deliveries of goods until the payment has been made by the Purchaser.
- 7.6. In the event the Purchaser fails to make any payment to the Company till the due date as decided between the Parties, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

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- 7.6.1. Cancellation of the order or suspension of any further deliveries to the Purchaser,
- 7.6.2. Charge an interest of 18 % p.a. on the amount unpaid.

## **8. DELIVERY OF PRODUCT/S:**

- 8.1. Unless otherwise agreed between the Parties, Product/s shall be delivered Incoterms 2010/2020.
- 8.2. Delivery date mentioned in the Order Acknowledgement is approximate and the Company shall not be liable for delay in delivery of Product/s or performance under this T & C.
- 8.3. In the event of delay in delivery the Company shall communicate the same through email to the Purchaser and the Company shall use commercially reasonable efforts to deliver Product/s (where applicable) within a reasonable period, failing which Purchaser's sole and exclusive remedy shall be to cancel the order under this T & C.
- 8.4. The Company agrees and acknowledges that the Product/s sold under this Order are according to the Applicable Laws.
- 8.5. In an event, Purchaser fails to take the delivery of Product/s, the Company shall be entitled to:
  - 8.5.1. Store or arrange for storage of the Product/s until Purchaser accepts delivery of the Product/s or they are disposed of under **Clause 8.5.2** (as applicable) and to take such action as it considers necessary to attempt to re-deliver the Goods to the address specified in the Order Acknowledgement.
  - 8.5.2. Dispose off the Product/s in any way the Company sees fit, including by sale to another person. If the Company sells any of the Product/s under this Clause at a price which is less than the relevant Price plus any relevant packaging, insurance, carriage and delivery costs, the Company shall be entitled to charge Purchaser for the shortfall; and
  - 8.5.3. Charge the Purchaser for all costs and expenses which the Company shall incur under **Clauses 8.5.1 and 8.5.2**.

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## **9. INSPECTION, DEFECT, AND ACCEPTANCE OF PRODUCT/S:**

- 9.1. Purchaser shall inspect the Product/s on Delivery and shall within 2-3 (Days in words) Days from and including the date of Delivery give written notice to the Company of any breach of the warranty in **Clause 12** in relation to the Product/s.
- 9.2. If Purchaser does not give notice to the Company under the above Clause in respect of the Product/s, Purchaser shall be deemed to have accepted the Product/s on expiry of the 7 Business Days period from and including the date of Delivery.
- 9.3. Purchaser shall be obligated to note any damage to Product/s that might be caused in transit or shortages thereto on transport documentation immediately upon receipt of Product/s, subject to the applicable instructions by the Company.

## **10. PURCHASER OBLIGATIONS:**

- 10.1. Purchaser shall:
  - 10.1.1. Provide the Company with all such information and assistance as the Company may reasonably require from time to time to perform its obligations or to exercise any of its rights under this T & C,
  - 10.1.2. Notify the Company within 24-48 hours of any discussions, negotiations, or proposals with any person in relation to the insolvency of the Purchaser.
  - 10.1.3. Not re-package the Product/s or remove or alter any trademarks, patent numbers, serial numbers or other identifying marks on the Product/s or their packaging or add any other trademarks, patent numbers, serial numbers or other identifying marks to the Product/s or their packaging.
  - 10.1.4. Comply with the Company's instructions in connection with any Product/s recall initiated by the Company involving the Product/s.

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10.2. Notwithstanding any other terms of this T & C, the Company shall not be in breach of this T & C to the extent that its failure to perform or delay or defect in performance of its obligations under this T & C arises as a result of:

- 10.2.1. any breach by the Purchaser of its obligations contained in this T & C or as mutually decided between the Parties,
- 10.2.2. the Company relying on any incomplete or inaccurate data provided by a third party; or
- 10.2.3. the Company complying with any instruction or request by the Purchaser or one of its employees.

10.2.4. For Procurement of Raw Material as mentioned in **Clause 05**.

## **11. RISK AND TITLE:**

- 11.1. Purchaser agrees and acknowledges that the risk of damage to or loss of Product/s shall pass to him:
  - 11.1.1. Upon the delivery of Product/s by the Company to the Purchaser in accordance with the applicable INCOTERMS,
  - 11.1.2. In the event that the Purchaser installs the Product/s on site.
- 11.2. Purchaser also agrees and acknowledges that he shall have the Legal title of Products only when the Purchaser has satisfied the payment against the Product/s. Until the legal title has transferred to the Purchaser, the Purchaser shall not:
  - 11.2.1. Pledge or grant any right or title in Product/s to any third party,
  - 11.2.2. Ensure that the Products remain identifiable as Product/s owned by the Company.
  - 11.2.3. Make sure that the Products are not damaged in any way or in any manner whatsoever.
- 11.3. Legal and beneficial ownership of the Goods shall not pass to Purchaser until the Company has received in full in cleared funds:
  - 11.3.1. All sums due in respect of the Product/s;
  - 11.3.2. All other sums which are, or which become due to the Company from the Purchaser on any account whatsoever.

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11.4. Purchaser's right to possession, use and resale of Product/s shall be terminated immediately if, before ownership of the Product/s passes to Purchaser:

- 11.4.1. The Purchaser becomes insolvent;
- 11.4.2. The Company gives to the Purchaser written notice that it has any reasonable concerns regarding the financial standing of the Purchaser.

11.5. In the event of breach of any of the terms of this T & C by the Purchaser, the Company may require that Purchaser returns to the Company, at Purchaser's cost, all Product/s in which the title has not yet passed, and Purchaser shall fully cooperate to enable the Company to collect such Product/s and grant the Company free access to the Products. In the event of any such Product/s having to be returned to the Company, Purchaser shall ensure that the Product/s are in the same condition and quality as they were at the time of delivery of the Product/s to the Purchaser.

## **12. LIMITED WARRANTY:**

- 12.1. In most instances, the Company provides general warranties of fitness of the Product/s and that the Product/s is/ are free from defects, for a period of one (in words) year/s from the date of the Product/s put in use (hereinafter referred to as the "**Standard Warranty**").
- 12.2. In an event the Product/s is/are not subject to the Standard Warranty, the Company only warrants that for a period of 12 Months (Days/Months in words) Days/Months the Product/s shall be free from any defects.
- 12.3. If at any time during the Standard Warranty period, Purchaser becomes aware of breach of warranty under the Standard Warranty period, Purchaser shall:
  - 12.3.1. Give written notice of the breach to the Company, such notice to be given within \_\_\_\_\_ days after Purchaser becomes aware of the breach and prior to expiry of the Standard Warranty period.
  - 12.3.2. At the Company's option either return to the Company (at the Purchaser's cost) the relevant Product/s or permit the Company or

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its agent or subcontractor to inspect it at the Purchaser's premises and

- 12.3.3. Provide to the Company all information and assistance which the Company may reasonably require to investigate the alleged breach.
- 12.4. In order to avail the warranty of the Product/s, Purchaser shall ensure that the Product/s shall be in a good condition, be intact, and installation has been done properly and the burden of proof to prove the same to the Company shall be on the Purchaser.
- 12.5. Upon being satisfied of such proof furnished by the Purchaser, the Company shall replace or repair the Product/s for the Purchaser.
- 12.6. Both the Parties agree and acknowledge that, Warranty of the Product shall commence from the date of Order Acknowledgement of the Company.

### **13. CANCELLATION OF PURCHASE ORDER:**

- 13.1. In an event, Purchaser's technical requirement of the Product changes, he shall cancel the Purchase Order and inform the Company about such cancellation in writing within 07 (Seven) days from the issuance of the Order Acknowledgement.
- 13.2. In the event Purchaser fails to inform the Company within the above timeline, Purchaser shall not be eligible to get any refund of the amount/s already paid to the Company.
- 13.3. In the event of cancellation of the Purchase Order due to inordinate delay in delivery of Product/s by the Company, Purchaser shall be eligible for refund. However, in the event that the Company has spent any of such amount/s as mentioned in **Clause 10.2** for satisfaction of the Order, he shall be only liable to claim the refund from the Company of such amounts yet unspent by the Company.
- 13.4. In the event of cancellation of the Purchase Order by the Purchaser, if the Company suffers any loss on account of such cancellation, and such loss is exceeding the amount paid by Purchaser to the Company, the Company shall be eligible to receive costs incurred by the Company.

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- 13.5. The Purchaser agrees and acknowledges that, in an event of non-payment for the Product as per the time specified by the Company, the Company shall be eligible to cancel the order.
- 13.6. The Company shall have a right to cancel the order for any cause, provided the Company shall refund the amount received from Purchaser.
- 13.7. Cancellation of the Purchase Order shall be considered as a deemed cancellation of its Order Acknowledgement.

#### **14. INDEMNIFICATION:**

- 14.1. Purchaser shall indemnify and hold harmless the Company, its representatives, Affiliates, against any and all liabilities, claims, infringement, suits, demands, damages, judgments, including reasonable attorney's fees for any damage, fine or loss suffered by the Company arising out of:
  - 14.1.1. the acts or omissions of the Purchaser in the performance of obligations arising under the Order Acknowledgement and this T & C;
  - 14.1.2. Any breach of the terms of this T & C or failure to comply with any standards, procedures and rules laid down in connection to the provision of Services.
- 14.2. Purchaser shall be liable to compensate and make good the loss or damage to the Company's reputation, goodwill, and / or brand name caused by any act or omission of the Purchaser.

#### **15. LIMITATION OF LIABILITY:**

- 15.1. The Company shall not be liable for any act of the Purchaser in his personal capacity without any written authorization from the Company.
- 15.2. The Company shall not be liable to the Purchaser or any other person who suffers a loss due to the acts of the Purchaser and the Purchaser himself shall be liable for any acts or omission whether committed by him, his

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representatives, employees, assignees or any other such person acting through him or on his behalf.

#### **16. CONFIDENTIALITY:**

All the information shared in this SOW is confidential in nature and shall not be disclosed by the Purchaser to any third party in any manner whatsoever.

#### **17. TERM AND TERMINATION:**

- 17.1. This T & C shall be effective from the day of issuance of the Order Acknowledgement and shall remain effective until the Product/s has been delivered by the Company. The Company shall issue a written approval acknowledging therein the Delivery of Product.
- 17.2. The Order Acknowledgement shall be cancelled by Purchaser, provided the same is cancelled within 7 (Seven) Days from the Issuance of the Order Acknowledgement or the same has been cancelled due to any defect or as mentioned in **Clause 13.1**, **Clause 13.3**, and **Clause 13.5** of this T & C.
- 17.3. The Company may terminate this Order Acknowledgment before delivering the Product, by issuing a \_\_\_\_\_ days' prior notice in writing in case of any breach by the Purchaser such as:
  - 17.3.1. Breach by Purchaser of any of the provisions of this T & C which shall also include failure of payment of any amount/s as and when due;
  - 17.3.2. Purchaser is likely to become insolvent;
  - 17.3.3. Purchaser ceases to carry on the business.
- 17.4. Purchaser agrees and acknowledges that in an event of termination of this Order Acknowledgment, Purchaser shall not be eligible for a refund of any amount/s paid by him to the Company.
- 17.5. Upon termination of this T & C:
  - 17.5.1. The Company shall be entitled to invoice all Prices and Charges and any packaging, insurance, carriage and delivery costs and Expenses incurred which have not yet been invoiced; and

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17.5.2. All invoices (including any invoices issued under Clause 19.4.1) shall become immediately due and payable by Purchaser.

## **18. MISCELLANEOUS:**

- 18.1. **Approval and Consents**- Any or all approval or consent given under this T & C shall be valid only if furnished in writing by the either of the Parties.
- 18.2. **Waiver and Modification**- There shall be no waiver and modification of any term, provision, or condition of this T & C unless such waiver and modification are evident in writing and signed by both the Parties.
- 18.3. **Severability**- If for any reason whatsoever, any provision of this T & C is held invalid, all other provisions shall remain in effect.
- 18.4. **Notices**-All notices, letters, documents, and other communications hereunder shall be either hand delivered or sent through registered post at the address of the Parties mentioned hereinabove or sent through electronic mail at the email address.
- 18.5. **Assignment**- Any and all rights and obligations pursuant to this Agreement are personal to the parties hereto and may not be assigned at law or in equity without the prior written consent of the either Party.
- 18.6. **Understanding** - This T & C sets forth the entire understanding of the parties with respect to the subject- matter hereof and supersedes all prior Agreements between the parties.
- 18.7. **Survival**- All the terms and conditions including but not limited to the Termination as per Clause 17, Confidentiality as per Clause 16, and Dispute Resolution as per Clause 19 of this T & C shall survive the termination of this T & C and Cancellation of Order.

## **19. DISPUTE RESOLUTION:**

- 19.1. In the event of any or all dispute, controversy or claim arising out of or relating to this Order Acknowledgment, T & C or termination, invalidity, or interpretation thereof, the parties shall refer the dispute, contravention, or claim to arbitration under Arbitration and Conciliation Act, 1996.

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19.2. The dispute, controversy or claim shall be settled by a sole arbitrator that shall be mutually appointed by the Parties.

19.3. The arbitration proceedings shall be conducted in English and the seat of arbitration shall be in Pune, India.

**20. GOVERNING LAW AND JURISDICTION:**

This T & C shall be governed by and construed in accordance with the Indian Laws and Pune Courts shall have the exclusive jurisdiction.

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