

General Terms and Conditions for Purchase – Helm India Pvt Ltd

1 Scope of Application

- 1.1 Our General Purchase Conditions apply exclusively to all contracts regarding the supply of goods between the Supplier and us, Helm India Private Limited.
- 1.2 We do not recognize any terms and conditions of the Supplier, especially its general sales conditions deviating from or conflicting with our General Purchase Conditions, unless we have explicitly agreed to their validity in writing or in text form.
- 1.3 Our terms and conditions shall also apply if we unconditionally accept the Supplier's delivery being aware of conflicting or deviating terms and conditions of the Supplier.
- 1.4 All agreements made between us and the Supplier in performance of the delivery of goods by the Supplier shall be set down in writing or in text form.

2 Assignment

Without our consent (in writing or in text form), the Supplier may not, in whole or in part, assign any claims / purchase order to third parties.

3 Delivery Date, Delivery and Product Labelling

- 3.1 The delivery date stated in the order is binding.
- 3.2 The Supplier is obliged to inform us in writing or in text form if circumstances occur or become apparent which show that the stipulated delivery time cannot be met.
- 3.3 In the event of delayed delivery, we shall be entitled to the statutory rights available. In particular, we shall be entitled to damages and rescission after a fruitless expiry of a reasonable period of grace.
- 3.4 Unless otherwise explicitly agreed in writing, delivery shall be made in accordance with the INCOTERMS specified in our order. The INCOTERMS in their latest version shall apply.
- 3.5 Regarding import goods the shipping documents shall record whether the goods are duty-paid or duty-unpaid.
- 3.6 Our unconditional acceptance or payment of late delivery does not constitute any waiver of our claims for compensation regarding such late delivery.

4 Interest on advance for Delayed Delivery

- 4.1 In the case of advance payment made against the order, if the delivery is delayed beyond the agreed date, interest @ 24% p.a. will be charged on the advance amount for the period of delay.

5 Quality Assurance – Inspection during contractual execution

- 5.1 The Supplier shall carry out and maintain an effective quality assurance system and shall furnish evidence thereof on request.
- 5.2 We shall be entitled to examine this quality assurance system and the appropriate performance under the contract by the Supplier by ourselves or by third parties authorized by us. Our contractual and statutory rights shall not be affected by such examinations.

6 Quality of the Goods – Inspection and liability for defects

- 6.1 All goods are subject to our final inspection regarding quantity and specification. We will inspect the goods within a reasonable time for any quality and quantity deviations and give notice to the Supplier of any deviations; the complaint is timely if received by the Supplier within a period of 2 (two) weeks from receipt of goods or, in the case of hidden defects, from the time of their discovery.
- 6.2 Our payment shall not be considered an acknowledgment of a contractual performance of the Supplier. No change may be made in terms, conditions, specifications or prices

appearing on the order without the written permission of us, rates quoted shall be inclusive of packing and delivery charges, unless specified otherwise.

- 6.3 We are entitled, without reservation, to the statutory warranty claims. We shall be entitled in any event to demand that the Supplier either remedies the defect or delivers an item that is free from defects. The right to claim damages is expressly reserved.
- 6.4 We are entitled to remedy the defect at the expense of the Supplier if the latter is in delay.
- 6.5 The limitation period shall be 24 (twenty four) months from the transfer of risk, unless a longer statutory limitation period applies.
- 6.6 The Supplier guarantees that the goods supplied are true to samples and comply with the contractual agreements and the agreed specifications.
- 6.7 Unless any specific quality criteria are agreed, the goods must be of merchantable quality at least.
- 6.8 The Supplier guarantees the authenticity and accuracy of its accompanying documents and certificates evidencing delivery and quality.
- 6.9 As far as the goods are concerned, the Supplier guarantees proper and complete control throughout the production process.
- 6.10 Supplier shall ensure their process control is robust to prevent usage of counterfeit or suspect counterfeit materials for manufacturing and delivery of counterfeit or suspect counterfeit products to us.
- 6.11 If requested, the Supplier shall be obliged to immediately provide us with the necessary information (official complaints, customer complaints, etc.) regarding certain goods. The assertion of further claims against the Supplier remains unaffected.
- 6.12 If the subject matter of the Supplier's delivery includes any packaging material used and deployed by us, the Supplier guarantees that no adverse effects on the packaged product occur due to such packaging material. Furthermore, the Supplier guarantees the suitability of the packaging for its actual application.
- 6.13 The Supplier shall pack, label and dispatch the goods with care so that damage during transport is ruled out and safe and efficient transshipment, unloading, storing and dispatching of goods is ensured.
- 6.14 The goods that may be supplied in "Bulk", will have these same terms suitably applied.

7 Product Liability – Indemnification – third party liability insurance

- 7.1 If the Supplier is responsible for damage caused by the products, it shall be obliged to hold us free and harmless on our first request from any third-party claims, provided the reason is within the scope of the Supplier's control and organization.
- 7.2 As part of its liability for damages in accordance with Clause 7.1 the Supplier is also obliged to reimburse us for the expenses arising from any recall conducted by us. We will inform the Supplier of the content and scope of the recall measures - as far as possible and reasonable - and give the Supplier the opportunity to make a statement. Any other claims we are entitled to shall remain unaffected.

8 Third Party Rights

- 8.1 The Supplier guarantees that, in connection with its delivery, no third-party rights, including intellectual property rights, are violated within the country of destination made known to the Supplier.
- 8.2 If we are held liable by a third party for an infringement pursuant to Clause 8.1, the Supplier shall be obliged to hold us free and harmless on first written demand from such claims; we are not authorized to make any agreements, especially to conclude a settlement, with the third party without the prior written consent of the Supplier.

- 8.3 The indemnification obligation shall also apply to any costs of an appropriate legal defence incurred by us in connection with the claim of a third party.

9 Retention of Title

We do not recognize any retention of title by the Supplier.

10 Governing law – place of jurisdiction – place of performance – severability clause

- 10.1 The place of jurisdiction for any dispute arising out of the purchase order or in relation to the terms and conditions of the purchase order shall be Mumbai, India. However, we shall be entitled to sue the Buyer at his place of business.
- 10.2 The purchase order and the terms and conditions shall be governed by the laws of India, subject to any conflict of laws, and United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 10.3 Unless indicated otherwise, the place of performance is Mumbai, India.
- 10.4 If a provision of these foregoing General Sales Conditions is or becomes legally invalid, the validity of the remainder of the provisions shall not be affected thereby

11 Miscellaneous

- 11.1 The supplier to provide GST compliant invoice containing all the particulars as per GST legislation and Rules.
- 11.2 In case of any default by the Supplier in compliance with the provisions of the GST Act or any such tax statutes as applicable to the Supplier and any loss caused on account of the same to us shall be indemnified and reimbursed by the Supplier.
- 11.3 In any event the input tax credit of the GST charged by Supplier is denied by the tax authorities to the Purchaser due to deficiency in documents/ compliance of the Supplier, we shall be entitled to recover such amount from the Supplier by way of adjustment from subsequent payments. In addition to the amount of GST, we shall also be entitled to recover interest and penalty, in case any penalty is imposed by the tax authorities on us and any loss caused on account of the same to us shall be indemnified and reimbursed by the Supplier.
- 11.4 In any event if the supplier fails to provide the invoice in the form and manner prescribed under the GST Act, the Purchaser shall not be liable to make any payment against such invoice.
- 11.5 The Supplier in accepting this order agrees to comply with all the state laws applicable to the manufacture and sale of the products specified hereon (including the Legal Metrology Act 2009 and its corresponding rules, as applicable to packaged commodities and for supply of goods in Bulk).
- 11.6 Time shall be the essence of this contract. Materials not delivered beyond 4 weeks from the delivery date mentioned shall be delivered only after our consent.
- 11.7 All orders placed by us are strictly confidential. The Supplier must not publish or cause to be published by any means whatsoever any details concerning the goods the subject of this order without the previous consent in writing from us.
- 11.8 Supplier will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect us in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to the Supplier in the jurisdiction or jurisdictions in which Supplier's operations take place.

11.9 Limitation of Liability: Notwithstanding anything to the contrary, the total liability of us under the Purchase Order shall not exceed the total amount paid to the Supplier for materials / services under the Purchase Order under which the liability arises. Neither party shall have any liability whatsoever of any nature, for indirect, consequential, punitive or speculative damages including, but not limited, to loss of profits, revenue, reputation or goodwill.