

General Conditions of Procurement (India)

Envalior India Private Limited • Envalior LPM (India) Private Limited

1 General

- 1.1 These Conditions shall be an integral part of the offer submitted by supplier (“**Seller**”) to Envalior India Private Limited or Envalior LPM (India) Private Limited (“**Buyer**”) and all contracts between Buyer and Seller for the provision of goods and services.
- 1.2 Conflicting or deviating conditions of delivery stipulated by Seller or other reservations made by Seller shall not be deemed accepted unless Buyer has expressly accepted them in writing for a specific order.
- 1.3 Any amendments or side agreements shall not be effective unless Buyer has accepted them in writing.

2 Seller’s Offer

- 2.1 Seller’s offer shall cover exactly the quantities and qualities specified in Buyer’s request and shall expressly state any potential deviation from Buyer’s request.
- 2.2 The offer shall be submitted free of charge and without any obligation being imposed on Buyer. Remuneration for offer submission or cost estimates must be agreed in writing.
- 2.3 Seller shall notify Buyer in writing without undue delay if Seller has technical concerns or is aware that Buyer’s requisition is (potentially) incomplete or has errors.

3 Conclusion of Contract

- 3.1 A contract is concluded between Buyer and Seller when Buyer places a purchase order based on a Seller offer, or upon execution of a purchase agreement.
- 3.2 Orders and alterations to orders shall be made in writing (exchange of email suffices). In case of doubt, verbal agreements, or arrangements discussed over the phone shall only be binding if confirmed in writing.
- 3.3 Upon receipt of Buyer’s purchase order, Seller shall immediately check the order for detectable errors, ambiguities, incompleteness, and unsuitability of the specifications selected by the Buyer for the intended use. Seller shall inform Buyer immediately of any necessary changes or clarifications to the order.
- 3.4 Each order or alteration to an order shall be confirmed by Seller in writing.
- 3.5 Seller shall always state Buyer’s order number in all correspondence with Buyer, including any invoice.
- 3.6 An existing contract may only be amended in written form. Any waiver of this requirement must be in written form. For the avoidance of doubt, the written form requirement is met when electronic documents with facsimile signatures are exchanged or when the Parties use a standard online document signature service or requisition tool (such as SAP).

4 Shipment

- 4.1 Unless agreed otherwise, Seller shall deliver any goods to the agreed Buyer facility according to Incoterms DAP.
- 4.2 When Seller dispatches the goods, Seller shall send Buyer dispatch notes for each consignment separately from the goods and invoice. All goods shall also be accompanied by a delivery note and packing slip.

4.3 If the goods are sent by ship, the shipping papers and invoice shall state the name of the shipping company and of the ship.

4.4 Seller shall choose the mode of transport most favorable and most suitable for Buyer. Seller shall show in full the order reference number and point of unloading specified by Buyer in all dispatch notes, delivery notes, packing slips, bills of lading and invoices, on the outer packaging of the goods and elsewhere if appropriate.

4.5 Seller shall always label, pack and ship dangerous goods in compliance with the appropriate national or international regulations. The accompanying documents shall show not only the risk category but also any further particulars required by the appropriate transport regulations.

4.6 Seller shall reimburse Buyer for any additional costs incurred by Seller’s noncompliance with the provisions in this section.

4.7 Any consignments of which Buyer is unable to take delivery because of Seller’s non-compliance with these provisions shall be stored at Seller’s expense and risk. Buyer shall have the right to ascertain the contents and condition of such consignments. Construction tools and equipment shall not be loaded together with goods.

5 Insurance

5.1 Seller shall take out at his own expense adequate liability insurance to cover damages resulting from services rendered or goods delivered to Buyer. Upon Buyer’s request, Seller shall submit insurance certificate copies.

5.2 Seller shall insure any machines, tools, and other items loaned to Buyer against the risk of loss or damage. Buyer shall not be liable for damage or loss of these items caused by slight negligence.

6 Suspension and Termination

6.1 Buyer is entitled to suspend the performance of its obligations in whole or in part or to terminate the Agreement with immediate effect, without prejudice to its right to claim damages and without any compensation to or indemnification of Seller a) in case Seller has been declared bankrupt, is in a state of liquidation, has ceased or suspended all of or a substantial part of its business, is subject of a court order or preventative legal scheme of settlement, or b) in case of non-compliance with section 18, or c) for convenience by written notice to Seller in which case Buyer and Seller shall negotiate reasonable termination charges limited to Seller’s inevitable costs of materials and labor incurred to the date of termination.

7 Delivery

7.1 Unless otherwise stipulated in the order, the place of performance shall be the point of delivery specified by Buyer.

7.2 The agreed delivery timeline commences on the date of Seller’s receipt of Buyer’s purchase order.

7.3 Early or partial deliveries require Buyer’s written consent.

Envalior General Conditions of Procurement

- 7.4 The delayed deliveries may be accepted or rejected at the sole discretion of the Buyer.
- 7.5 If Seller believes he cannot meet, or meet in time, any of his contractual obligations, he shall inform Buyer thereof without undue delay, stating the reasons and the estimated delay duration.
- 7.6 Title to any delivered goods or deliverables of the services shall pass upon delivery, or acceptance, if applicable.
- 7.7 Ownership of the delivered goods shall take place upon the passing of risk, or acceptance (if applicable).

8 Inspection of Deliveries

- 8.1 Upon receipt of a delivery, Buyer shall examine whether the delivery corresponds to the order. Buyer shall also examine the shipment for apparent defects.
- 8.2 If Buyer discovers any deficiency during these inspections or at any later stage, he shall inform Seller accordingly.

9 Testing

- 9.1 This section applies only if seller's good are subject to testing by Buyer.
- 9.2 Seller shall inform Buyer not less than one week in advance of the date on which the goods will be ready for testing and shall agree with him a test date.
- 9.3 Seller shall bear the costs of such tests, including his own personnel costs, but excluding Buyer's personnel costs.
- 9.4 If the test fails or cannot take place due to Seller's fault, Seller shall bear Buyer's personnel costs.
- 9.5 Seller shall bear all costs for the material certificates required for the primary materials.

10 Work on Buyer's premises

- 10.1 If Seller performs assembly, construction or maintenance work on Buyer's premises, Seller's personnel shall observe Buyer's safety and conduct regulations for contractors. If Seller's staff does not receive these regulations from Buyer, it must request them from Buyer's staff.
- 10.2 Buyer shall not be liable for any of Seller's items that his personnel brought onto Buyer's premises.
- 10.3 When working on Buyer's premises Seller shall comply with all applicable safety, health, and environmental instructions, avoid soil and groundwater pollution, limit air and noise pollution on Buyer's site, and comply with Buyer's site, site access, and IT-regulations. Seller must, at its own cost, arrange for proper and safe transport and equipment, as well as skilled and qualified staff, able to speak the local languages of the Customer and/or English, to work in a safe, healthy, and environmentally responsible manner.

11 Production Documents and Tools

- 11.1 All drawings, standards, guidelines, methods of analysis, recipes and other documents supplied by Buyer to Seller for the manufacture of the goods, as well as any such documents prepared by Seller according to special instructions from Buyer, shall remain Buyer's property and shall not be used for any other purpose, reproduced, or made available to third parties by Seller. Seller shall, if so requested, return them to Buyer without undue delay.
- 11.2 Seller shall supply to Buyer in good time, at no extra cost to Buyer and without being specially requested

to do so, all documents needed by Buyer for the use, erection, installation, processing, storage, operation, servicing, inspection, maintenance, or repair of the goods supplied.

- 11.3 Whenever Buyer specifies standards or regulations, the latest version shall apply. Upon Buyer's request, Seller shall supply Buyer with his works standards and regulations.
- 11.4 Molds, models, tools, films, etc. that Seller produced to execute the order shall become Buyer's property upon payment, even if they remain in Seller's possession. Seller shall be obliged to hand them over to Buyer upon request.

12 Invoicing

- 12.1 Seller's invoiced line-items, quantities and prices shall correspond to (and not exceed) Buyer's purchase order. Unless expressly stated to the contrary, prices are a) fixed and firm, and b) exclusive of any GST/VAT, but c) inclusive all other taxes, duties, levies, fees (including license fees), charges and inclusive of all costs.
- 12.2 Any additional or deleted services or supplies shall be stated separately in the invoice.
- 12.3 Should Seller reduce his prices or grant better conditions to all customers after Buyer has placed his order and before delivery, Seller shall procure that these reduced prices and improved conditions are reflected in his invoice.

13 Payment, Assignment of Claims

- 13.1 Unless otherwise agreed, payments shall be due 90 days after delivery and receipt of invoice.
- 13.2 Payment does not represent an acknowledgement that Seller performed as contractually agreed.
- 13.3 Seller may only assign or transfer any contractual claims with Buyer's written permission. Buyer may assign this agreement to an affiliated company, meaning any entity which directly or indirectly controls, is directly or indirectly owned, or controlled by, or under common control with Buyer.
- 13.4 Seller may only offset any claims with claims against Buyer if they are undisputed or have been confirmed by a court or arbitration committee.

14 Warranty and Defect Remediation

- 14.1 Seller warrants the proper functioning of the goods or services and warrants that they will be in conformity with the specifications and requirements, be unused, of good materials and workmanship, free from all defects and from any liens and encumbrances, pledge or right of retention and suitable for the intended purpose. These warranties shall not be deemed to exclude warranties and/or rights that Buyer may have or obtain and shall extend to buyer and its customers.
- 14.2 For services, Seller warrants that the quality and the intended results of the services shall conform to the specifications and other requirements as agreed between the Parties. Seller shall perform the services in accordance with the requirements and specifications of the agreement, observing due skill and care, using proper and well-maintained materials, and employing sufficiently qualified staff. These warranties shall survive any delivery, check, acceptance, and payment by Buyer.

Envalior General Conditions of Procurement

- 14.3 Buyer shall notify Seller of any defects in the delivered goods or the provided services as soon as they are discovered in the regular course of business.
- 14.4 If Buyer identifies a deficiency in Seller's delivery at any time until the warranty expires, Seller must at his expense and at Buyer's reasonable discretion either remediate the deficiency or reperform delivery within a reasonable period set by Buyer. For the avoidance of doubt, Buyer may claim further remedies under statutory law.
- 14.5 If Seller does not meet a reasonable remediation deadline set by Buyer or if such deadline is not necessary or not feasible because of an urgent need for the delivery, Buyer shall be entitled to procure the delayed goods from an alternative source at Seller's expense.
- 14.6 Seller shall promptly repair or replace all goods within a period of 2 years after the date of acceptance or the date of first operational use, whichever is later. If Seller is notified of a defect, the warranty period shall be extended by the time between such notification and the defect remediation. If Seller replaces the faulty goods, the limitation period shall begin anew the replaced portions.
- 14.7 Inspection, testing, acceptance, or payment does not release Seller from its obligations and warranties.

15 Quality Assurance

- 15.1 Seller shall maintain a state-of-the-art quality assurance system. Buyer and third parties nominated by Buyer shall be entitled to audit Seller's quality assurance system during normal business hours by serving two weeks advance written notice, and subject to a confidentiality agreement.

16 Confidentiality and Data Protection

- 16.1 Seller shall treat as confidential any Buyer-supplied documents, data, terms of reference, business processes or other information. Seller shall make confidential information available only to those employees who need the information for the fulfillment of their duties and shall ensure that such employees are also subject to a duty to treat such information as confidential. Seller shall use this information exclusively for the purpose of performing the deliveries and services. For the avoidance of doubt, this shall not preclude Seller from subcontracting.
- 16.2 Seller must obtain Buyer's written consent before publishing the business relationship in any marketing material.
- 16.3 Each party shall comply with applicable Data Protection Legislation when Processing Personal Data while performing its obligations under the Contract.

17 Intellectual Property Indemnification

- 17.1 Seller shall indemnify and hold harmless Buyer from any claims and costs raised by a third party against Buyer that relates to an (alleged) infringement of intellectual property rights if Buyer uses Seller's goods and services in conformance with Seller's specifications. This obligation expires five years after delivery or acceptance, whichever is later.
- 17.2 Any license fees that Buyer requires for the proper contractual use of Seller's products and services shall be borne by Seller.

18 Insurance

- 18.1 Seller shall maintain product and business liability insurance with reasonable sums that are customary in his industry. Seller shall provide copies of such insurance certificates to Buyer upon request.

19 Force Majeure, Impediments to Performance

- 19.1 If either Party is unable to contractually perform its obligations due to a force-majeure event, it shall be relieved from performance for the duration of the event plus a reasonable period to resume operations.
- 19.2 Force-majeure events are all events outside of the reasonable control by either Party, such as natural disasters, fires, floods, acts of terrorism, pandemics, utility interruptions, strikes and unforeseen labor or raw material shortages as well as comparable events beyond a Party's reasonable control. Interruption of Buyer's manufacturing process shall also be regarded a force-majeure event. The mere fact of late supply of materials, labor or utilities shall not be deemed Force Majeure. If the hindrance delays supply and/or acceptance by more than eight weeks, Buyer shall have the right to rescind the contract fully or partly. Buyer may purchase similar goods and/or services from third parties during any period Seller is unable to fulfill its obligations. The quantities affected shall be excluded from the calculation from any (minimum) volumes, if any.

20 Liability

- 20.1 Seller shall be liable and hold Buyer and their directors and employees ("Indemnified Parties") harmless from and indemnify them against any and all actual or contingent damage, loss, injury/death, costs and claims suffered by or brought against Indemnified Parties, resulting from or connected with the Contract, the use and/or sale of Seller's Goods by Indemnified Parties or any third Party, the performance of the Services and the deployment of Seller's Services by Indemnified Parties or any third Party, except to the extent that this is caused by Buyer's willful misconduct or gross negligence.
- 20.2 In no event shall Buyer be liable for any direct and indirect damages (including but not limited to lost revenue, lost profits or other consequential or incidental damages) based upon the Contract.

21 Compliance with Laws, Code of Conduct

- 21.1 Seller shall comply with all applicable laws and regulations in connection with performance of the Contract.
- 21.2 Seller shall also comply with Buyer's Supplier Code of Conduct as published at www.envalior.com/CoC.
- 21.3 Should Seller breach his obligations under the CoC and should Seller be unable to remediate a reported breach within a reasonable time, Buyer shall be entitled to terminate the applicable agreement for cause.
- 21.4 The delivered goods must conform to the conditions of origin specified in the preferential agreements of the EEC, unless the order confirmation expressly states otherwise.
- 21.5 Seller shall comply with all relevant chemical control regulations applicable to the delivered goods and shall provide to Buyer all applicable substance (pre-)registration numbers.

Envalior General Conditions of Procurement

22 Applicable Law

- 22.1 Customary trade terms shall be interpreted in accordance with Incoterms 2020.
- 22.2 The law of the Republic of India exclusively shall apply to this contract.
- 22.3 The parties agree that any suits, actions, or proceedings that may be instituted by any party shall be initiated before the competent courts at the seat of incorporation of the Buyer.
- 22.4 The UN Convention on Contracts for the International Sale of Goods shall not apply.

23 Miscellaneous

- 23.1 Seller shall not assign the Agreement in whole or in part without Buyer's written consent. Such consent shall not relieve Seller from, and shall be subject to compliance with, any of the obligations under the Agreement. Customer is entitled to assign this Agreement or any part thereof to any ENVALIOR Group company on prompt notice to Seller.
- 23.2 Nothing in the Agreement shall be deemed to constitute either Party as the agent of the other or create a partnership, joint venture, or employment relation between the Parties.