

## MERSEN GENERAL TERMS AND CONDITIONS OF SALE

These general terms and conditions of sale ("GTCS") are the only terms that apply to any purchase order ("PO" together with the GTCS, the "Agreement") placed by an entity ("Buyer") to MERSEN INDIA PVT. LTD. ("Seller") for the provision of Seller's products, equipment, systems, and parts (individually and collectively, "Goods") and/or services, such as repair services, field services, and engineering services ("Service(s)"). Buyer and Seller are referred to herein individually as "Party" and collectively as "Parties".

### 1. OTHER TERMS AND CONDITIONS

1.1 ANY ADDITIONAL OR CONTRADICTIONARY TERMS OR CONDITIONS OF BUYER SHALL NOT APPLY, UNLESS EXPRESSLY AGREED IN WRITING BY BOTH PARTIES. SELLER'S ACCEPTANCE OF A PO SHALL NOT BE DEEMED AS AN ACCEPTANCE OF ANY ADDITIONAL OR CONTRADICTIONARY TERMS OR CONDITIONS OF BUYER INCLUDED UNDER THE PO OR OTHERWISE. IN CASE OF A CONFLICT BETWEEN THE TERMS OF THE PO AND THE GTCS, THE TERMS OF THE GTCS SHALL PREVAIL.

1.2 PRIOR PRACTICES AND COURSES OF DEALING OR USAGE OF TRADE SHALL NOT CHANGE, ADD TO OR DETRACT FROM THE PROVISIONS STATED HEREIN.

### 2. ORDER AND ACCEPTANCE

2.1 Buyer shall place a PO in mutually agreed form by any agreed written means. In addition to any mandatory information, buyer shall indicate in the PO (i) Seller's reference for the Goods and/or the Services, (ii) the Goods' quantity, delivery date, INCOTERMS® (ICC 2020 Edition) (the "INCOTERMS®"), and (iii) Price and payment terms.

2.2 For any PO of less than INR 5000, Seller reserves the right to either reject such PO or charge for supplementary costs (including but not limited to logistic costs, transportation costs, etc).

2.3 Seller shall be bound by a PO only upon occurrence of earlier (i) Seller's express written acceptance of the PO, which shall be made in a timely manner or (ii) the performance by Seller of any activity associated with the delivery of the Goods and/or the Services by Seller. There shall be no deemed acceptance by the Seller of any PO, other than as specified herein.

2.4 The cancellation before shipment of any PO which has been confirmed by Seller shall be subject to Seller's prior written approval. A PO shall also be cancelled by Seller by right if such PO is in violation of the provisions set in Section 11.

### 3. SHIPMENT, RISK OF LOSS, AND DELIVERY

3.1 Seller shall use reasonable efforts to meet any performance dates to render services specified in the PO and any such dates shall be estimates.

3.2 Unless otherwise mutually agreed by the Parties, the Goods shall be delivered or made available to Buyer according to the ECW INCOTERMS® and at the agreed delivery place. Risk of loss or damage will pass to Buyer according to the applicable INCOTERMS®.

3.3 Delivery of quantities that differ from the quantity specified on the PO shall not relieve Buyer from its obligation to accept delivery of the Goods as well as the balance of the PO as applicable.

3.4 Seller may from time to time change the Services without consent of Buyer provided such changes do not materially affect the nature or scope of the Services, or the fees or performance dates set forth in the PO.

3.5 Changes in delivery schedules, special shipping or packaging, handling conditions requested by Buyer are subject to price adjustment and written acceptance by the Seller. If Buyer requests that delivery be postponed or if the delivery and/or shipment is delayed or become impossible due to reason not attributable to Seller, the Goods may be stored at Buyer's expense and risk, at the option of the Seller.

3.6 **SELLER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR PENALTY FOR DELAY IN SHIPMENT, DELIVERY OF THE GOODS OR PERFORMANCE OF THE SERVICES, OR FOR FAILURE TO GIVE NOTICE OF ANY DELAY.**

### 4. INSPECTION

4.1 Buyer shall within five (5) days of receipt of the Goods (i) carefully inspect the Goods against any non-conformity to the PO such as erroneous Goods, quantity (if applicable), or other apparent defects, (ii) notify Seller of any apparent damage or loss in a timely manner.

4.2 Buyer's inspection and/or acceptance tests shall not exceed the inspection and/or test procedures customary in the industry for the furnished Goods shall be carried on at Buyer's expense.

4.3 If Seller elects that the Buyer may return the Goods in accordance with Section 6.3, Buyer shall request a return material authorization and return the Goods in the original shipping packaging and all packing materials.

4.4 Unless an extended warranty applies to the Goods under Section 6, if Seller is not notified in relation to any non-conforming Goods in accordance with Section 4.1, the Goods will be deemed to be in accordance with this Agreement and Buyer must pay the price of the Goods.

### 5. PRICE, PAYMENT AND TRANSFER OF TITLE

#### 5.1 Price

5.1.1 The price of the Goods and/or the Services (the "Price") is the one offered by Seller to Buyer for the sale of the Goods and/or the provision of the Services and specified accordingly in the applicable PO. Unless otherwise agreed in writing, the Price include standard packaging but are exclusive of any freight, handling and shipping insurance charges. The price does not include any national, state or local sales, use, value added, import, export, GST or other taxes. Buyer shall pay any such taxes, if applicable. Buyer shall bear sole responsibility for any withholding tax liabilities and shall promptly provide the Seller with all documents evidencing the same.

5.1.2 Seller may increase the Price of the Goods and/or the Services before delivery to a carrier for shipment to Buyer in case of (i) a major or material increase of the following costs: transportation costs, fuels' costs, labour's costs, raw materials' costs and other production costs, or (ii) major significant or material changes of currency exchange rates, taxes, duties, laws, rules, regulations. Any variation to the Price of the Goods and/or the Services following acceptance of the corresponding PO by Seller shall be subject to agreement with Buyer.

#### 5.2. Payment

5.2.1 Buyer shall pay all invoices by the payment date indicated on the invoice raised by the Seller or if such date is not mentioned in the PO the payment shall be made within thirty (30) days net from the date of invoice ("Due Date"). All payments shall be in INR, unless otherwise agreed to in writing. Payment is deemed made when Seller's bank account is credited with the full amount corresponding to the invoice. Time for payment shall be of the essence. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

5.2.2 If, at any time, Seller reasonably determines that Buyer's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Seller's other rights under this Agreement, Seller may, without liability or penalty, take one or more of the following actions: (i) on ten (10) day's prior written notice, modify the payment terms specified in Section 5.2.1 for outstanding and future POs; (ii) reject any PO received from Buyer and not yet accepted; (iii) delay or withhold any further shipment of the Goods or delivery of the Services to Buyer (including under any PO previously accepted by Seller); (iv) stop delivery of any Goods in transit and cause such Goods in transit to be returned to Seller (including under any PO previously accepted by Seller); and/or (v) terminate the unpaid PO and any unpaid PO previously accepted by Seller, as provided for in Section 12.2. Lastly, for the following PO, Seller reserves the right to request payment on the date of Seller's written acceptance of the PO.

5.2.3 If Buyer fails to make payment by the Due Date, Seller may (i) suspend performance under the relevant PO and under any PO previously accepted and (ii) charge interest at eight per cent (8%) above the prime lending rate from time to time of the State Bank of India on the overdue sum from the Due Date until payment of the overdue sum, whether before or after judgment. Such interest shall accrue on a daily basis. Seller may further be entitled to claim damages for any further loss caused by non-payment, including the costs for recovering the amount due. Further, a penalty of INR 25,000/ (Rupees twenty-five thousand) shall be levied on each dishonoured cheque.

5.2.4 In no event shall Buyer be entitled to set-off any amount claimed to be due by Seller against any amount due to Seller, without the express written approval of Seller.

5.3 Retention of Title. Notwithstanding delivery and the passing of risk in the Goods and/or the Services, title and property in the Goods and/or the Services shall not pass to Buyer until Seller has received payment in full for the Goods and the Services for which payment is then due together with all other sums outstanding at the relevant time from Buyer to Seller.

### 6. WARRANTIES AND REMEDIES

6.1 Seller warrants that all Goods will comply with their specifications for a period of twelve (12) months from the delivery date unless indicated otherwise in Seller's offer ("Warranty Period"). Notwithstanding the foregoing, Seller's warranty for any tools, accessories or goods, which are not manufactured by Seller but sold by Seller in connection with the provision of the Goods or the Services hereunder, shall not exceed the terms and period of warranty granted by its suppliers or manufacturers to Seller. Seller warrants to Buyer that it shall perform the Services with reasonable skill and care using personnel of required skill, experience and qualifications in accordance with generally recognized industry standards for similar services.

6.2 **The warranties set forth in Section 6.1 do not apply to and Seller makes no representations or warranty whatsoever with respect to defects caused by: (i) normal wear and tear, (ii) improper transportation, handling, storage by Buyer, (iii) installation and/or maintenance not operated as per recommendation or instructions provided by Seller, or by skilled personnel, (iv) defects in the products or equipment not supplied by Seller in which the Goods have been incorporated (v) the Goods operated beyond their respective performance rates as per agreed specifications, (vi) any repair or replacement of a defective part of the Goods by Buyer or a third party, without Seller's prior written authorization ("Warranty Exclusions").**

6.3 In the event of an alleged breach of warranty (i) Seller must be notified in writing by Buyer within twenty (20) days after discovery of defects and in any event twenty (20) days after expiration of the Warranty Period; (ii) at Seller's option, Buyer must either return the defective Goods to Seller at Buyer's expense, or provide Seller with access to the Goods on Buyer's site as stated in Section 6.4; and (iii) Seller's examination of such Goods must disclose that such defects or failures have not been caused by any of the Warranty Exclusions.

6.4 If the requirements of Section 4.1 or 6.3 (as applicable) are satisfied in full and if any Goods or Services are found defective under the terms of the warranties set forth in Section 6.1, Buyer's exclusive remedy under the warranty hereunder is limited to the obligation, at Seller's sole discretion, to the repair, the replacement of the Goods or correction of the Services, at Seller's expenses, or reimbursement to Buyer for the Price of any Goods or Services delivered. The terms of these warranties shall apply to any repaired or replacement Goods or corrected Services supplied by Seller on delivery or commissioning (as applicable) and for the remaining term of the relevant Warranty Period (if applicable). In case Seller elects to inspect and/or repair the Goods or corrects Services on Buyer's site, Buyer shall provide Seller with all necessary access to, including, facilities and qualified personnel.

**6.5 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SECTION 6. SETS FORTH BUYER'S SOLE AND EXCLUSIVE REMEDIES UNDER THE WARRANTIES SET FORTH IN SECTION 6.1 AND BUYER WAIVES ALL OTHER REMEDIES, STATUTORY OR OTHERWISE. THE WARRANTIES EXPRESSLY SET OUT IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OF SELLER, WITH THE EXCLUSION OF ANY OTHER STATUTORY OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT FOR THE PURPOSE AGREED WITH BUYER.**

## 7. INTELLECTUAL PROPERTY

7.1 Each Party shall remain the owner of the intellectual property rights which belong to it at the time of signature of the Agreement, in particular its patents, trademarks, models, copyrights and know-how ("IPR"). The signing and execution of the Agreement do not entail any assignment of IPR from one Party to the other.

Seller shall keep any and all IPR it owns to the Goods and to the Services, without limitation, including on drawings, plan, samples, specifications made or developed, etc. and. Buyer shall not attempt to reverse engineer, disassemble, modify or alter the Goods. All intellectual property in any improvements or modifications to the Goods shall vest solely with the Seller.

Any IPR held by Buyer that may be made available to Seller in connection with the performance of the Agreement shall not entail any transfer to Seller.

7.2 Buyer warrants that it owns or has a license right to all IPR necessary to enable it to transmit data, files and documents to Seller for the performance of the Agreement and shall hold harmless and indemnify Seller against any claim or demand by a third party in respect thereof.

7.3 All goodwill associated with any Seller's trademarks inures solely to Seller, and Buyer shall take no action to damage the goodwill associated with Seller's trademarks or Seller.

7.4 To the best knowledge of Seller, as of the date of delivery, Seller warrants that the use of the Goods or the Services do not infringe IPR of any third party. Should nevertheless a claim that any Goods infringe IPR be lodged by a third party, Seller will indemnify Buyer against any liabilities, costs, expenses, damages and losses finally awarded against Buyer as a result of a breach by Seller of the warranty under this Section by a decision of a court of competent jurisdiction which has become final or competent arbitration court in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action subject to the provisions of Section 7.5.

7.5 Seller's obligations in this Section are subject to the conditions that: (i) Seller is notified promptly in writing by Buyer of any claim; (ii) Buyer does not make any acknowledgement of liability of which it seeks to be indemnified under this Section; (iii) Seller has sole conduct, authority, and control of the defence and all negotiation for any settlement or compromise thereof; and (iv) Buyer provides Seller with all information and reasonable assistance to handle the defence or settlement of the claim. Nothing in this Section 7 shall restrict or limit Buyer's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under the indemnity at Section 7.4.

7.6 Should the relevant Goods or Services become (or in Seller's opinion be likely to become) the subject of any infringement claim due to a breach of the warranty under Section 7.4, Seller will have the option, at its sole discretion: (i) to procure for Buyer the right to continue using the relevant Goods or Services; (ii) replace the relevant Goods or Services with a substantially equivalent non-infringing product; (iii) modify the relevant Goods or Services so they become non-infringing; or (iv) if solutions stated in (i), (ii), and (iii) are not technically and/or commercially feasible or suitable, terminate immediately, in whole or in part, the applicable Agreement involving the relevant Goods or Services and reimburse Buyer for the Goods' or the Services' purchase Price.

7.7 Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to indemnify Buyer with respect to any claim relating to, based on, or arising out of: (i) any modification or servicing made to the relevant Goods or Services by Buyer or any third party without Seller's approval; (ii) the combination, integration, application, operation or use of the relevant Goods or Services with any equipment, device, apparatus, program, code or data that is not manufactured, provided, indicated as being compatible with the Goods or Services or developed by Seller, and where such combination, integration, application, operation or use is the object of the claim; (iii) any use not intended by Seller; (iv) claims in issued patents that are essential or necessary to implement an industry standard promulgated by a recognised industry trade group or standard setting organisation; (v) Buyer's failure to use materials or instructions provided by Seller which would have rendered the relevant Goods or the Services or their use non-infringing; (vi) any design or instruction provided or requested by Buyer and (vii) the continued sale, distribution, or use of the relevant Goods or Services after Buyer has been provided with and fails to implement modifications or updates that would have avoided the alleged infringement within a reasonable time period

7.8 Buyer shall indemnify Seller against any liabilities, costs, expenses, damages and losses incurred by Seller:

7.8.1 in connection with Seller's use of any information, instructions, specifications, materials or products supplied by Buyer to Seller in respect of the Goods or the Services.

7.8.2 in connection with Buyer's breach of this Agreement.

## 8. LIMITATION OF LIABILITY

**8.1 NOTHING IN THE AGREEMENT SHALL LIMIT OR EXCLUDE THE LIABILITY OF ANY PARTY FOR ANY MATTER IN RESPECT OF WHICH IT WOULD BE UNLAWFUL TO EXCLUDE OR RESTRICT LIABILITY.**

**8.2 SELLER SHALL NOT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT OR CONSEQUENTIAL LOSS, LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), LOSS OF DATA, LOSS OF PRODUCTION, LOSS OF REVENUE OR INTERRUPTION OF BUSINESS, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES.**

**8.3 SUBJECT TO SECTIONS 8.1 AND 8.2, THE TOTAL CUMULATIVE LIABILITY OF SELLER AND ITS AGENTS OR EMPLOYEES, ARISING FROM OR IN CONNECTION WITH THE AGREEMENT AND/OR ANY PO FROM ANY CAUSE WHATSOEVER, WHETHER BASED ON CONTRACT, OR TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, UNDER ANY WARRANTY OR OTHERWISE, SHALL, IN NO EVENT AND UNDER NO CIRCUMSTANCES, EXCEED THE TOTAL PAYMENTS MADE BY THE BUYER PURSUANT TO THE PO, AND EFFECTIVELY RECEIVED BY SELLER AT THE TIME OF BUYER'S CLAIM.**

## 9. CONFIDENTIALITY

9.1 "Confidential Information" means all information, processes, know-how, ideas, specifications, and documentation which either Party may have imparted to the other relating to the Goods or the Services or to each Party's business and which relates to the subject matter of this Agreement and includes among others, the Price, specifications, and the design of the Goods or the Services, information relating to the personnel, policies, clientele or business strategies of either Party, and any information relating to the terms upon which the Goods or the Services are to be sold under these GTCS and PO. Notwithstanding the foregoing, the following shall not be considered as Confidential Information hereunder any information that: (i) is already in possession of the receiving Party at the time of disclosure by the disclosing Party and continues to be held in confidence in accordance with the terms on which it was obtained; (ii) is or subsequently comes into the public domain through no fault or action or failure to act on the part of the receiving Party; (iii) is lawfully obtained by the receiving Party from a third party having the right to disclose it; or (iv) is independently developed by the receiving Party without use of any Confidential Information of the disclosing Party.

9.2 The Parties shall refrain from disclosing and prevent their employees, agents or legal successors from revealing to any third party any Confidential Information regarding the other Party, without its prior written approval. Each Party shall use the other Party's Confidential Information solely to perform under this Agreement.

## 10. FORCE MAJEURE

10.1 A Party shall not be liable for delay in performance or failure to perform in whole or in part its obligation under this Agreement or to be in breach of this Agreement due to causes beyond the reasonable control of such Party and/or any event of Force Majeure. "Force Majeure" means any cause existing or future, which is beyond a Party's reasonable control including but not limited to acts of God, storm, fire, flood, earthquake, strike, lock-out or any combination of workmen which may interfere with the commencement or progress of the work, equipment failures, interruptions of or delay in transportation, or power, energy failures, steelworks stoppages, shortages of raw materials, faulty castings or forging, failure by contractors or suppliers, embargo, prohibition of trade, sabotage, all epidemics and/or pandemics, interference by civil or military authorities, acts (including delay or failure to act), regulations or orders of any governmental authority, acts of war (declared or undeclared), hostilities. It is clarified that the monetary/payment obligations of the Parties shall not be affected in any manner by the occurrence of a Force Majeure event.

10.2 The Party alleging a cause of Force Majeure shall notify the other Party within a reasonable time by any practicable means (email, letter or facsimile). The period of performance for the Party affected by such a cause of Force Majeure shall be extended by the duration of said cause, provided, however, if any such delay shall continue for more than ninety (90) days, the Party not subject to a cause of Force Majeure may cancel the affected PO or Agreement by written notice to the other Party at any time, without incurring any liability to such Party.

## 11. COMPLIANCE WITH LAWS AND CODE OF ETHICS

11.1 Buyer shall fully comply with all laws and regulations (the "Laws") applicable to the import, transport, storage, use, release, resale and re-export of the Goods and shall obtain and maintain in effect all the licenses, permissions, authorizations, consents and permits that it may need for any such purposes. Buyer acknowledges that the Goods, including any software, documentation, and any related technical data included with, or contained in, such Goods, and any products utilizing any such Goods, software, documentation, or technical data (collectively, "Regulated Goods") may be subject to Indian, US export control applicable Laws, including the Export Administration Regulations and the International Traffic in Arms Regulations, as well as EU or other export control applicable Laws. Buyer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export, or release any Regulated Goods to any jurisdiction or country to which, or any party to whom, the export, re-export, or release of any Regulated Goods is prohibited by applicable Laws. Buyer

shall complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, or releasing any Regulated Goods. Buyer shall be liable for any breach of this Section by its, and its successors' and permitted assigns', parent, affiliates, employees, officers, directors, partners/members/shareholders, customers, agents, distributors, resellers, or vendors.

11.2 Dedicated to sustainability and responsible commercial practices, Seller and its group attach great importance to labour, competition, anti-corruption and money-laundering legislation and have joined the United Nations Global Compact. Seller requires its suppliers and customers to comply with its Code of Ethics and to maintain a corporate policy that will respect the commitments of the United Nations Global Compact by applying the ten principles of the Global Compact regarding Human Rights, Labour Laws, Environment and anti-corruption to themselves and their own suppliers and customers. To consult these principles, visit the following website: <http://www.unglobalcompact.org/>. To consult the Seller Code of Ethics visit the following website: <https://www.mersen.com/group/ethics-and-compliance>.

11.3 Buyer represents and warrants that Buyer and Buyer's personnel have not Bribed in connection with obtaining the Agreement and that it shall not, and shall procure that its personnel shall not, Bribe in connection with its performance.

Buyer shall adopt, implement, maintain, enforce and update (as necessary) adequate policies designed to prevent Bribery from occurring.

Buyer shall notify Seller immediately in writing upon becoming aware of, or suspecting, any failure to comply with any provisions of this Section.

If Buyer's personnel of any company in Buyer's Group Bribe in connection with the Agreement, without prejudice to the Seller's other rights or remedies under the Agreement or under law, Buyer shall promptly upon request by Seller remove or procure the removal of the relevant person who has Bribed from all involvement in connection with the performance of the Agreement and take such other action as Seller reasonably requires for the purpose of remedying or preventing the future occurrence of such activity.

For the purpose of this Section **Bribe** means the giving or promising to give (directly or indirectly) of an "undue advantage" as defined in the Prevention of Corruption Act, 1988, any gratification whatsoever other than legal remuneration, and shall include (a) any payment, gift, benefit or advantage of any kind, which is offered, promised, given, authorised, requested, accepted or agreed, whether directly or indirectly (through one or more intermediaries) and whether as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions; and/or (b) anything that would amount to an offence of bribery or corruption under Applicable Law; and **Bribes, Bribed, Bribery, Bribing** and other variants of **Bribe** shall be construed accordingly.

11.4 Buyer's failure to comply with the terms of this Section 11 shall constitute a material breach entitling Seller to terminate these GTCS and any PO with immediate effect.

## 12. TERMINATION

12.1 In addition to any rights or remedies available under this Agreement or at law, either Party shall have the right to terminate a PO immediately at any time by giving notice in writing to the other Party with effect from the date specified in such notice: (i) if the other Party commits a material breach of any of its obligations under this Agreement which is not capable of remedy; (ii) if the other Party has committed a material breach of any of its obligations under this Agreement which is capable of remedy but which has not been remedied within a period of thirty (30) days following receipt of written notice to do so; (iii) if the other Party suffers an insolvency event which shall include: (a) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to: (aa) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of a Party which is advertised and is not withdrawn or dismissed within 14 days (except that no right to terminate will arise in respect of any procedure commenced for the purpose of a solvent amalgamation or reconstruction); (bb) the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of a Party or any of its assets; (cc) the enforcement of any security over any assets of a Party; or (dd) the expropriation, attachment, sequestration, distress or execution over or affecting any material asset of a Party (b) a Party is unable to pay its debts as they fall due or is insolvent; or (c) a Party enters into a composition or arrangement with its creditors or any class of them; or (iv) pursuant to Section 10 (Force Majeure).

12.2 In addition to any rights or remedies available under this Agreement or at law, Seller may terminate a PO and any unpaid PO previously accepted by Seller if Buyer fails at any time to pay any amount due and payable to Seller under the relevant PO and such failure continues for thirty (30) days after the Due Date.

## 13. DATA PROTECTION

13.1 In this Section 13, the following definitions shall apply:

? **"Data Protection Law"** means all applicable laws and regulations, in each case pertaining to the security, confidentiality, protection or privacy of Personal Data, as amended or re-enacted from time to time, including (without limitation and to the extent applicable) the Information Technology Act, 2000 and the Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011.

? **"Personal Data"** means the personal data that is processed by Buyer on behalf of Seller in accordance with this Agreement.

13.2 Each Party shall:

13.2.1 process the Personal Data in accordance with its obligations under Data Protection Law;

13.2.2 provide the other (the Requesting Party) with such reasonable assistance as is requested by the Requesting Party to enable the Requesting Party to comply with its obligations under Data Protection Law; and

13.2.3 implement and maintain all adequate and appropriate technical and organisational measures and controls to prevent unauthorised or unlawful processing of Personal Data and accidental loss, destruction, damage, theft, use or disclosure of such Personal Data and shall protect against any anticipated threats or hazards to the security or integrity of the Personal Data, and detect and prevent unauthorised processing of, or unauthorised access to the Personal Data.

## 14. GOVERNING LAW AND JURISDICTION

14.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by and construed and interpreted in accordance with the Indian law without regards to its conflicts of law. This Agreement will not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded by the Parties and does not apply to the interpretation or enforcement of a PO.

14.2 The Parties shall attempt in good faith to resolve any dispute, difference and, or, claims arising out of, involving, or relating to, or in connection with, this Agreement, the interpretation of any provisions of this Agreement or the breach, termination or invalidity thereof or as to the rights and liabilities of the Parties arising out of, or relating to this Agreement ("**Dispute**") promptly by negotiations. Any Party may give the other Party, a written notice of any Dispute not resolved through such negotiations ("**Notice**"). Within seven (7) days of the said Notice, the Parties shall meet at a mutually acceptable time and place and thereafter as often as they reasonably deem necessary, to exchange relevant information and documents, and to attempt to resolve the Dispute. If the matter has not been resolved within fifteen (15) days from the date of issuance of the Notice referred to above or if the Parties fail to meet within the seven (7) days mentioned above, such a Dispute shall be referred to arbitration in terms of Section 14.2.

If the Dispute cannot be resolved within fifteen (15) days from the date of issuance of the Notice referred to in Section 14.2, the Dispute shall be exclusively referred to and finally resolved by arbitration under the Arbitration and Conciliation Act 1996 as amended from time to time and the rules made thereunder. Any Party may refer the dispute to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The number of arbitrator shall be one, who shall be jointly appointed by the Parties and if the Parties fail to agree on the sole arbitrator within fourteen (14) days from the receipt of a written request to do so from another Party, by a panel of three (3) arbitrators, one appointed by each Party and the third appointed by the two appointed arbitrators. The seat and venue of arbitration shall be Bengaluru. The language to be used in the arbitration proceedings shall be English. The arbitrator's award shall be sustained in writing. The arbitrator shall also decide on the costs of the arbitration procedure. The Parties shall submit to the arbitrator's award and the same shall be enforceable in any competent court of law. Such award may be submitted by a Party before Bengaluru competent courts for its enforcement in case the other party refuses execution of such final award. Subject to this Section, Parties agree that neither Party shall have any right to commence or maintain a suit or legal proceeding concerning a Dispute hereunder until the Dispute has been determined in accordance with the arbitration procedure provided for herein and then only for the enforcement of the award rendered in such arbitration. During the pendency of any arbitration all parties shall continue to perform their obligations hereunder. No Party involved in any way in the creation, coordination or operation of the arbitration of any Dispute may disclose the existence, content or results of the dispute or any arbitration conducted under this Agreement in relation to that Dispute, and in each case, subject to disclosures to that extent necessary to enforce the arbitration agreement and, or any award made pursuant to this Agreement. Any Party has the right to seek interim relief necessary to preserve such Party's rights, including pre-arbitration attachments or injunctions, in any court of competent jurisdiction. Subject to arbitration as provided above, the courts in Bengaluru shall have exclusive jurisdiction over all Disputes.

## 15. MISCELLANEOUS

15.1 The Agreement embodies the entire understanding between the Parties and supersedes all previous agreements, understandings or representations whether in writing or orally regarding its subject matter. Nothing in this Section will operate to limit or exclude any liability for fraud or fraudulent misrepresentations. All agreed additions or modifications to these GTCS shall be made in writing and signed by duly authorised representatives of both Parties, failing which such modifications and amendments shall be deemed null and void.

15.2 **THE RIGHTS AND REMEDIES SET IN THIS AGREEMENT ARE THE ONLY RIGHTS AND REMEDIES RELATING TO THE SUBJECT MATTER OF THE AGREEMENT WHETHER FOR BREACH OF CONTRACT, ANY TORTIOUS ACT OR OMISSION, BREACH OF STATUTORY DUTY OR OTHERWISE, AND ARE TO THE EXCLUSION OF ANY OTHER LEGAL RIGHTS AND REMEDIES. NOTHING IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY TO THE EXTENT THAT IT CANNOT BE EXCLUDED OR LIMITED BY LAW.**

15.3 The Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts taken together constitute one and the same agreement. An executed copy of the Agreement

transmitted by facsimile, email or other means of electronic transmission shall be deemed legally enforceable as the original signed copy of the Agreement.

15.4 In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Agreement.

15.5 Seller may assign, transfer, mortgage, charge or subcontract its rights and/or obligations under the Agreement, in whole or in part, to any member of the Seller's group or its affiliates. In no event may Buyer assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the other Party's prior written approval.

15.6 A person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement except that any member of the Seller's group or its affiliates shall be entitled to rely on the terms of this Agreement as if it were a Party to it.

15.6 The failure of a Party to enforce a provision, exercise a right or pursue a default of the Agreement shall not be considered a waiver. The express waiver of a provision is to be effective only in the specific instance, and as to the specific purpose, for which it was given.

15.7 Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

15.8 The Parties' rights and obligations which by their sense and context are intended to survive any termination or expiration of the Agreement shall so survive, including but not limited to Sections 1, 5, 6, 7, 8, 9, 10, 11, 13, 14 and 15.

15.9 The Agreement has been drafted in the English language which shall be prevailing over any translation in any other language.

15.10 Any notice given to a Party under or in connection with this Agreement shall be in writing (excluding email) and shall be delivered by hand or by pre-paid registered post or reputed courier service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received:

15.10.1 if delivered by hand, on signature of a delivery receipt; and

15.10.2 if sent by registered post or reputed courier service, at 9.00 am on the second business day after posting. In this Section, business day means a day other than a Saturday, Sunday or public holiday in India, when banks in Bangalore, India are open for business.

15.10.3 Please refer our website <https://in.mersen.com/en> to understand the Quality Policy, [https://in.mersen.com/sites/default/files/medias/files/2025-12/Mersen\\_India\\_Quality\\_Policy.pdf](https://in.mersen.com/sites/default/files/medias/files/2025-12/Mersen_India_Quality_Policy.pdf)

15.10.4 Please refer to the following link for the guidelines on packing material disposal, [Mersen\\_India\\_Packing\\_Disposal\\_Procedure](https://in.mersen.com/sites/default/files/medias/files/2025-12/Mersen-India-Packing-Disposal-Procedure.pdf), <https://in.mersen.com/sites/default/files/medias/files/2025-12/Mersen-India-Packing-Disposal-Procedure.pdf>

#### 16. COMPLIANCE WITH SA8000:

16.1 The Company and the Customer agree to comply with the requirements of SA8000 (Social Accountability International Standards) in their operations.

16.2 The Customer shall ensure fair and ethical treatment of labourers/ workers in their premises, including but not limited to, prohibition of child labour, forced labour, discrimination, and provision of safe working conditions.

16.3 Regular audits may be conducted to ensure compliance with SA8000 standards