

## Terms and Conditions for Sales

### § 1 Definitions

- (1) As used in these Terms and Conditions, “Order” means the attached or referenced Purchase Order(s) and all of its referenced specifications, and attachments; “Materials” or “Goods” means any and all tangible and intangible materials, equipment, software, hardware, and items, and any and all services or work, provided in this Order; “Fenchem India” or “Fenchem India Private Limited,” registered as U46691MH2024PTC418482, having its principal place of business at Unit 203 Platina Building, Bandra Kurla Complex Plot C 59 ,2nd Floor, G Block, Bandra Kurla Complex Rd, Mumbai, Maharashtra 400051, India, is the “Seller” of the Materials and Goods listed/specified under the Order; and “Buyer” refers to [REDACTED], a company registered in [INSERT JURISDICTION], having its principal place of business at [INSERT ADDRESS], who issued the Order.
- (2) The referred Purchase Order(s) (“Order”) governed by these terms and conditions is attached in Exhibit A.

### § 2 Acceptance of Terms and Conditions

- (1) None of the Seller’s quotations shall be binding with respect to price, quantity, delivery time, and availability.
- (2) The Order shall become binding on each party upon receipt of written confirmation from the Seller. The Order together with these terms and conditions, constitutes a binding agreement (collectively the “Agreement”) between the Buyer and the Seller. Thereafter, any modifications, amendments, or additions to the Order or these terms and conditions shall likewise require the Seller’s written confirmation to be effective. No oral agreements, understandings, or representations by the Buyer alone shall alter or affect the terms hereof.
- (3) Upon the issuance of the written confirmation by the Seller, both the Seller and the Buyer mutually agree to conduct the transaction in accordance with the Order, upholding principles of fairness, sincerity, and diligence.

### § 3 Price and Payment

- (1) Payment terms shall be set forth in the Order. The Buyer agrees to make timely payments according to the Seller’s instructions. The agreed payment date shall be determined based on both the payment terms and the agreed delivery schedule.
- (2) The Seller may be entitled to require pre-payment for any outstanding deliveries under the Order, if, after the conclusion of the Agreement, it becomes aware of any circumstances that could substantially reduce the Buyer’s creditworthiness, thereby putting the Buyer’s payment of any of the Seller’s deliveries under the Order at risk.

### § 4 Delivery and Delivery Time

- (1) The delivery of Goods or Materials shall be conducted under the agreed incoterm.
- (2) Title and risk of loss remain with Seller until receipt by Buyer. The place and timing of “receipt” depend on the agreed incoterm.
- (3) If both parties have a mutually agreed-upon written delivery/pick-up schedule, the specific delivery/pick-up plan shall follow the terms of that written schedule.
- (4) If there is no mutually agreed-upon written delivery/pick-up schedule or if the delivery/pick-up schedule is unclear, the Buyer agrees to an approximate pick-up/delivery rate of [REDACTED] per month, with a permissible variation of [REDACTED], based on the respective annual contracted quantity, starting in [REDACTED] and ending in [REDACTED].
- (5) The Seller commits to making reasonable efforts to meet the agreed-upon pick-up/delivery dates or schedules. Likewise, the Buyer shall provide equal cooperation to ensure smooth arrangements for the pick-ups or deliveries.

#### **§ 5 Warranty, and Buyer’s Rights in the Event of Defects**

- (1) All non-conformities or defects that are directly observable by the naked eye or detectable through the senses at the moment of the receipt of Goods must be communicated by the Buyer to the Seller through a written notice within a period of thirty (30) calendar days from the receipt. Failure to provide such notice within the specified timeframe shall constitute acceptance of the Goods as conforming and shall bar any claim or remedy related to non-conformities or defects.
- (2) Non-conformities or defects that are not directly observable by the naked eye or detectable through the senses are exempt from the thirty (30) days-notification requirement. Nonetheless, the Buyer must notify the Sellers in writing of these defects within a reasonable time after their discovery or when they should have been discovered through reasonable diligence. Should the Buyer fail to issue such written notification within a reasonable period, it shall constitute acceptance of the Goods as conforming and shall bar any claim or remedy related to non-conformities or defects.
- (3) Both parties agree that no non-conformities or defects are present when an authoritative third-party testing agency, including SGS, issues a report indicating that the Goods meet its standards.
- (4) If the Buyer’s reported non-conformities and defects are substantiated and meet the aforementioned notification requirements, the Seller shall provide a replacement within a commercially reasonable time. Should the replacement provided by the Seller also be defective, the Buyer may choose to (1) accept the Goods with a reasonable price adjustment mutually agreed upon by both parties; or (2) reject the non-conforming Goods and terminate the directly affected portion of the Order. However, if the replacements rectify the non-conformities and defects, then the Buyer shall accept the replacements. In the case of Order with installments, the subsequent unfulfilled installments shall continue

to be executed if the non-conformities and defects of one or more installments have been rectified.

## **§ 6 Buyer's Default and Seller's Remedies**

- (1) Non-cancelable Order and Waiver. If the Buyer cancels the Order or any portion of the Order, or reschedules the Order or any portion thereof without the Seller's prior written consent, 100% of the invoice charges for the Order or the affected portion shall apply and be assessed against the Buyer, and the Seller shall no longer be obligated to fulfill the canceled delivery, unless otherwise agreed in writing by the Seller's duly authorized representative. Buyer hereby waives any defense to Seller's recovery of such 100% invoice charges on the basis that actual damages are ascertainable, or that such charges as liquidated damages do not represent a reasonable determination of Seller's damages or are considered penalties. If the 100% invoice charges are insufficient to cover the Seller's loss, the Buyer shall provide further compensation to the Seller.
- (2) If the Buyer is in default of acceptance, fails to provide necessary assistance, or if the pick-up/delivery is delayed for any other reasons attributable to the Buyer, the Seller shall be entitled to compensation for damages resulting therefrom, including but not limited to additional expenses (e.g., storage costs). The Seller shall also be entitled to claim liquidated damages in the amount of 0.5% of the invoice price per calendar week, starting from the date the Goods were received or should be received by the Buyer. The parties acknowledge that the stipulated liquidated damages are intended as a reasonable pre-estimate of the loss, not a penalty. The proof of higher damages and the Seller's statutory claims, in particular reimbursement of additional expenses, reasonable compensation, and termination rights, remain unaffected.
- (3) If the Buyer refuses, fails to provide assistance, becomes unreachable, or for any other reasons attributable to the Buyer, and the Buyer has not collected or received the Goods within 180 calendar days after the agreed delivery/pick-up date, it shall be deemed that the Buyer has unilaterally canceled the Order or the portion of the Order that has not been collected or received.

## **§ 7 Force Majeure**

Neither Party shall be deemed in default or to have failed in performing under the Order if its ability to perform is hindered by an event or events beyond its control and without its fault, including but not limited to: fire, flood, explosion, acts of God, public enemy actions, strikes, labor disputes, civil riots, international trade restrictions, the inability to procure necessary materials, supplies, or equipment for the production, storage, and/or delivery of the Materials or Goods, or if the Seller's upstream supplier's ability to produce the Materials is impacted by any of the aforementioned circumstances ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the Party claiming the Force Majeure Event shall notify the other Party in writing within thirty (30) calendar days of becoming aware of such an event. Notwithstanding this

provision, nothing contained in this Agreement shall relieve the Buyer of the Materials from the obligation to pay in full the purchase price for any amounts due for the Materials that have been delivered and received. The Seller shall not be obligated to make up for any deliveries of the Materials that have been prevented by a Force Majeure Event.

## **§ 8 Renegotiation Clause**

### **1. Tariffs Risk Management**

If new tariffs are imposed on the Materials during the duration of the Agreement, both the Buyer and the Seller have the right to:

- Renegotiate the price. The base price shall remain unchanged, with only the tariff amount being incrementally added.
- Terminate the Agreement if price renegotiation fails. However, the termination will only apply to future installments following the date of written notice of termination from one party. All Goods already in stock or in transit as of the termination date must still be accepted and paid for by the Buyer at the price in effect prior to termination.

### **2. Product Market Price**

If the base price of the Material(s) increases or decreases by more than 10%, both parties have the right to renegotiate the price on the Agreement to reflect the proportional change. If the renegotiation is unsuccessful, either party has the right to terminate the Agreement by providing written notice to the other party. However, the termination will only apply to future installments following the date of written notice of termination from one party.

### **3. Freight Cost**

If global sea freight costs increase or decrease by more than 10%, both parties have the right to renegotiate the price of the Agreement to reflect the proportional change. If the renegotiation is unsuccessful, either party has the right to terminate the Agreement by providing written notice to the other party. However, the termination will only apply to future installments following the date of written notice of termination from one party.

## **§ 9 Confidential Information**

- (1) The Buyer agrees to treat all information provided by the Seller, including but not limited to, product specifications, pricing, business operations, trade secrets, and any other proprietary or confidential information disclosed in the course of fulfilling this Agreement, as strictly confidential (“Confidential Information”).
- (2) The Buyer shall not, without the prior written consent of the Seller, disclose or allow access to any Confidential Information to any third party, except as necessary for the performance of its obligations under this Agreement, and shall take all reasonable precautions to prevent unauthorized disclosure or use of the Confidential Information.

- (3) Upon the written request of the Seller or the termination of this Agreement, the Buyer shall return and/or destroy all Confidential Information, and any copies thereof, in any medium or format which are in the Buyer's possession or control.
- (4) The obligations of confidentiality shall remain in effect throughout the duration of this Agreement and for a period of five (5) years after the termination or expiration of this Agreement.
- (5) The Buyer acknowledges that any unauthorized use or disclosure of the Confidential Information may cause irreparable harm to the Seller, for which monetary damages may not be an adequate remedy. Accordingly, in addition to any other legal or equitable remedies, the Seller shall be entitled to seek injunctive relief to protect its Confidential Information.
- (6) The confidentiality obligations under this clause shall not apply to information that—(a) is or becomes publicly available through no fault of the Buyer; (b) is lawfully obtained from a third party without breach of any confidentiality obligation; (c) is already in the possession of the Buyer at the time of disclosure by the Seller; (d) is independently developed by the Buyer without the use of the Confidential Information; and (e) is required by law, regulation or order of a competent authority to be disclosed by the Buyer—provided that the Seller is given reasonable advance notice of the intended disclosure by the Buyer in writing.
- (7) Buyer agrees to permit the Seller to share Confidential Information and personal identity information with the Seller's subsidiaries, affiliates, and partner entities for the purpose of fulfilling the Agreement. The Seller shall implement reasonable and legally required procedures and security measures to ensure the protection of such information.

## **§ 10 Compliance with Laws.**

The Buyer agrees to comply with all applicable federal, state, local, and foreign laws, constitutions, codes, statutes, and ordinances of any governmental authority that may apply to the Buyer's business activities under this Agreement, the Order, and the Materials and Goods covered by the Order. This includes compliance with all applicable laws and regulations related to the import, marketing, promotion, and sale of the Materials/Goods. The Buyer shall take all necessary and reasonable actions and execute any documents that the Seller may reasonably request to ensure such compliance.

## **§ 11 Limitation of Liability**

After the Buyer accepts the Goods under the Order, or any portion thereof, the Seller shall not be liable for any indirect, special, exemplary, incidental, or consequential losses or damages, including but not limited to lost profits, lost savings, or loss of revenue suffered by the Buyer arising from, or in any way connected with the Agreement, the Order, or any portion thereof, or the Goods or Materials under the Order.

**§ 12 Governing Law and Jurisdiction.**

Both parties agree to submit exclusively to the jurisdiction of the courts located in Mumbai, India, in respect of any claim, dispute, or controversy in any way arising out of or relating to the Order, its terms and conditions, Agreement, or its formation, including any non-contractual disputes or claims.

**§ 13 General Clauses**

The Buyer expressly declares that they had prior knowledge of the content of this Agreement and freely and voluntarily accepts its terms and conditions. Should any provision of the Order, this Agreement, or its annex(es) be deemed null, invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions, which shall remain in full force and effect. Any tolerance with respect to contractual obligations shall be regarded as mere indulgence and shall not constitute a waiver or amendment. Upon signature by both parties, this Agreement is executed with irrevocability and irreversibility.

**§ 14 Governing Language**

If this Agreement, any part of this Agreement, or any Order exists in multiple versions or is negotiated or communicated in different languages, the English version of this Agreement shall prevail and be binding in the event of any discrepancies or conflicts between versions or interpretations.

**WHEREOF** the Parties hereto have executed the Agreement as of the signature date below,

Seller's Signature

Buyer's Signature

\_\_\_\_\_  
Representative Name:

Title:

Phone Number:

Address:

Date

\_\_\_\_\_  
Representative Name:

Title:

Phone Number:

Address:

Date

**Exhibit A**

[Please attach the Buyer's PO(s) or Fenchem's receipt of confirmation, or both]