

General Terms & Conditions for Purchase Georg Fischer Piping Systems Private Limited

1. General

- 1.1 All products and services provided by the Supplier (hereinafter the "Goods") are subject exclusively to these General Purchase Conditions; deviating or complementary conditions of the Supplier, in particular general conditions of sale shall be valid only if mutually agreed in written form (in writing, e-mail, EDI, etc.). This applies equally to any waiver of the written form.
- 1.2 These General Purchase Conditions shall be valid and apply to all orders for Goods from Supplier.
- 1.3 Georg Fischer shall hereinafter be referred to as "GF" or "Buyer"

2. Offers

- 2.1 Based on our request for offer, the Supplier shall submit, free of charge, a corresponding offer. The offer shall in all respects correspond to Buyer's request. Deviations are to be specified explicitly.
- 2.2 Unless otherwise specified, the offer shall be valid for 90 days.
- 2.3 All data relating to the specifications of the Goods, including without limitation, measurements, weight, performance, or other characteristics in Supplier's offer shall be binding.

3. Orders and Order Confirmations, Variations

- 3.1 Orders are valid only if transmitted by us in written form, E-Mail or agreed upon IT- or SAP-Interface.
- 3.2 The Supplier shall confirm each order and the binding delivery dates within three (3) business days. In case of call up orders, we expect a confirmation of the delivery date by the next following business day. Each confirmation of order must contain the following information: our order number and order date, article description, our article number, price, consignee, place of destination and if deviating from the order, tariff number and country of origin.
- 3.3 We shall be entitled to request reasonable changes to the ordered Goods including without limitation changes to the quantity, delivery time, place of delivery, design and/or manufacture. The consequences resulting from such changes, in particular regarding increase or decrease of costs as well as regarding the delivery date shall be mutually agreed upon.
- 3.4 To the extent a forecast is issued to Supplier such forecast shall be used for planning purposes only. Supplier shall not be entitled to compensation of expenses, which Supplier incurs relying on the forecast provided.
- 3.5 Buyer shall have the right to reject any delivery of Goods on the grounds of variation of quantity and quality.

4. Approval of Drawings and other Technical Documents

Sending the order confirmation, the Supplier has to confirm that the parts will be produced following the latest version of the technical requirements (our drawings and/or technical specifications for customized parts or technical datasheet for commercial parts). Our approval does not relieve the Supplier from his responsibility for the functioning and quality of the Goods. The final drawings, maintenance, and operating instructions as well as a list of spare parts needed for the maintenance of the Goods are to be supplied latest by commencement of the installation of the Goods.

5. Prices, Shipping Terms, Terms of Payment

- 5.1 The agreed prices are firm and shall remain firm until completion of the order. Applicable taxes shall be stated separately.
- 5.2 Invoices shall be sent upon delivery of the Goods, but separately. Invoices shall contain at a minimum the following information: GF's purchase order number and order date, article description, GF's article number, quantities and price per article, consignee and place of destination.
- 5.3 GF's payments shall not constitute acceptance of Supplier's performance. In case of defective or non-conforming Goods or non-performance as well as in case of missing material- or work-certificates, certificates of origin or other agreed documents Buyer shall be entitled to withhold the payment proportionately until the contract has been properly fulfilled. Buyer shall be entitled to set-off own claims or claims of affiliated companies against Supplier's claims.
- 5.4 Without GF's prior consent in written form, which shall not be unreasonably withheld, the Supplier may not assign his claims or have them collected by third parties.
- 5.5 In case of advance payments, the Supplier shall provide a bank guarantee from a bank on request.

6. Packing, Dispatch, Transport Insurance

- 6.1 The Supplier is responsible for the protection and the preservation of the Goods to be provided to GF.
- 6.2 Each delivery shall be accompanied by a delivery note containing the information described in this document.
- 6.3 For the purpose of identification of the articles, the article description, the article number and the serial number (if applicable) shall be clearly visible.
- 6.4 Unless otherwise agreed, Supplier shall be responsible for the return of empties or packing material on his own costs (including cost of transport and disposal).

7. Improper Documentation / Risk and Costs

If the agreed transport documents have not been properly transmitted, the Goods shall be stored at Supplier's risk and costs until the complete documents have been transmitted. Risk of loss will pass to GF in accordance with the stated delivery terms in this document. Title to the Goods passes to GF at the time risk of loss passes to GF. In all other cases title in the Goods will remain vested in Supplier.

8. Transport of dangerous Goods

- 8.1 Supplier shall be responsible for complying with all applicable laws, regulations or rules in relation to the transport of dangerous and/or hazardous goods and materials.
- 8.2 The relevant safety data sheets of the Goods ordered shall be included with the delivery of Goods. In addition, Supplier shall provide upon request at any time relevant safety data sheets. The number of safety data sheets shall be specified in the relevant order. In addition, the safety data sheets, including any changes thereto, shall also be submitted in electronic form and with delivery documents.

9. Delivery Date

- 9.1 The agreed delivery dates and periods are binding and of the essence. Delivery dates or periods are deemed met upon arrival of the Good's stated ship to address in accordance with the agreed incoterm stated in this document.
- 9.2 In general, partial or premature deliveries shall apply as non-delivery of Goods and shall cause claims for damages, if such partial or premature deliveries are not approved by GF in writing beforehand.
- 9.3 The Supplier shall notify the Buyer of any foreseeable delays or partial delays immediately. The notice shall state the reasons for the delay and its estimated duration. If the agreed delivery date is not met, the Supplier shall be deemed in delay.
- 9.4 If the agreed delivery date or the agreed delivery period are not met, a late delivery fee of 2% of the price of the Goods for each commenced week of delay shall be applied, however not to exceed 10% of the

price of the Goods. In case of partial delays, the penalty shall be calculated on the total price of the Goods, which, due to the partial delay, cannot be used. Payment of the late delivery fee shall be in addition to all other remedies available at law or in equity under applicable law.

- 9.5 In case of missing documents or free-issue material to be supplied by us, the Supplier is only excused if he has timely requested the supply of such documents or materials. In such case, the delivery period will be prolonged adequately.

10. Inspection and Acceptance of the Goods, Warranty

- 10.1 The Supplier shall notify the Buyer in writing, of any defects of the Goods each time they have been discovered in the ordinary course of business. In any event, Buyer shall be obliged to inspect inbound Goods with regard to identity, quantity or obvious transport defects and to notify Supplier of any defects or deficiencies, in a reasonable timeframe, following the receipt of the Goods. Any right of Supplier to reject delayed notifications of defects is herewith excluded.
- 10.2 The Supplier is always required to declare/certify the conformity of the Goods with reference to the Purchase Order Requirements and any applicable specification.
- 10.3 In case the Goods or parts thereof fail to comply with the specification given pursuant to clause 10.2 the Supplier shall be obliged to remedy or have remedied the defects or non-conformance at its cost and expense. If a complete remedy of the defects or non-conformance cannot be expected within a reasonable period, the Supplier shall, free of charge, replace the affected Goods. In addition, Supplier shall bear the costs of disassembly, re-installation and/or re-assembly of the relevant Goods required as a result of such defects or non-conformance, including those incurred as a result of a recall. If the Supplier is not capable of or fails to remedy the defects immediately, GF shall be entitled, after consultation with the Supplier and at the Suppliers' cost and expense, to remedy the defects itself or to have them remedied by third parties. The same applies in case the defective parts have to be replaced. All costs of transport and related travel expenses shall be borne by the Supplier. In addition, the Supplier shall bear the handling costs we have incurred.
- 10.4 The Parties may agree on a certain acceptance procedure, which shall be agreed upon in writing by the Parties.
- 10.5 All GF's rights at law to claim damages, in particular to claim damages for non-performance of the contract, remain reserved.
- 10.6 In addition, to any other warranty provided by Supplier, the Supplier warrants that the Goods shall: (i) conform to applicable specifications; (ii) be free from defects in design, materials and workmanship; (iii) be merchantable and fit for the intended purpose; and (iv) free from any liens or encumbrances and any claims of infringement of any third party intellectual property rights.
- 10.7 Unless otherwise agreed upon by the Parties in writing, the warranty period shall be 36 months beginning upon the date of delivery to Buyer's designated ship to location. If a joint acceptance procedure has been agreed, the warranty period shall begin upon acceptance of the Goods as defined therein. The warranty period for repairs or replacements shall be 12 months from the date of re-delivery; it shall however not end prior to the expiry of the original warranty period for the Goods. In addition, the warranty period shall be prolonged by the period during which the Goods, due to repair work, could not be operated.
- 10.8 In case the Supplier rejects GF's warranty claims, he shall remain obliged to prepare a detailed report containing the following information: article designation, our article number, type of article, serial number, analysis of the defect (root cause of the defect, remedial actions), photographs, list of exchanged parts, costs and detailed justifications for rejection of our warranty claim.

11. Quality and Complaints

- 11.1 Quality assurance and control shall be carried out in accordance with the drawings' requirements and other technical specifications shared with the Supplier. Receiving, manufacturing and delivery inspections shall be carried out to the extent necessary for ensuring that the right quality is delivered at the right time. All first article and manufacturing inspections shall be carried out in such a way that random and systematic faults are eliminated at an early stage. Unless otherwise stated at order, the Supplier is itself responsible for measurement methods and the scope of inspections.etc. shall be tailored to how difficult the product is to manufacture. Measuring instruments and inspection equipment shall be calibrated to national or international, traceable standards.
- 11.2 GF reserves the right to plan and conduct, after an official agreement with the Supplier, audits at its sites. Audits will be done following GF's internal process.
- 11.3 Each delivery of products manufactured in accordance with our manufacturing data shall be accompanied by an inspection report. The inspection report shall have been compiled clearly and signed by the inspector. Wherever possible (i.e. where no subsequent process makes it impossible), measured components shall be marked and kept separate from other components.
- 11.4 GF's quality assurance requirements towards Supplier are formalized in the respective quality handbook (e.g. SQAH). It is mandatory for the Supplier to provide the related information each time requested by Buyer (e.g. compliance matrix).

12. Operating Instructions

- 12.1 All Goods must conform to the operating instructions, or Manufacturer's Declarations required by law shall be permanently updated and supplied, free of charge, in writing or electronic format in English language.
- 12.2 GF's machines and spare parts are sold worldwide. It shall be the responsibility of the Supplier to acquaint himself if and where the Goods require approvals and certifications. The certification costs of Goods, which have not been specifically developed or manufactured for GF, shall be borne by the Supplier.

13. Spare Parts

- 13.1 The Supplier shall procure that all his spare parts or compatible substitutes thereto are available at reasonable conditions and within a reasonable period of time for at least 10 years after serial supply.
- 13.2 In case of complete modules, the Supplier shall provide a constantly updated spare parts catalogue with corresponding drawings and sketches in Supplier's and in English language. The documents shall be transmitted in electronic format.

14. Tailor-made Products

Goods which have been developed by the Supplier at GF's request and cost or which we have developed jointly with the Supplier may not be sold to third parties for the duration of any pertinent intellectual property rights owned by GF, at least however, for a period of five years following GF's last order.

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15. Liability, Indemnity and Insurance

- 15.1 Without prejudice to applicable mandatory law, Supplier shall, without any limitations at first demand, indemnify and hold Buyer, its affiliates, officers, directors, shareholders, employees and agents harmless, from and against all liabilities, damages, cost, losses or expenses (including attorney's fees) incurred by Buyer as a result any and all claims arising from, (i) Supplier's breach of these General Purchase Conditions, (ii) the acts or omissions of Supplier, (iii) violations of law, and/or (iv) any actual or alleged claim of infringement of third party's Intellectual Property Rights.
- 15.2 Supplier is responsible for the control and management of all of its employees, Suppliers and/or subcontractors, and shall be responsible for their acts or omissions as if they were the acts or omissions of Supplier.
- 15.3 Customer reserves the right to set off any claims under an order against any amounts owed to Supplier.

16. Intellectual Property, Confidentiality

- 16.1 Subject to clause 16.2, Supplier hereby grants to GF a worldwide, irrevocable, transferable, sublicenseable, non-exclusive, royalty-free license to use intellectual property rights in the Goods, including embedded software, if any.
- 16.2 Supplier herewith assigns to GF full ownership rights in any intellectual property rights in the Goods resulting from services. Supplier further agrees, upon GF's request and costs, to take all further steps necessary to perfect GF's ownership to the intellectual property rights.
- 16.3 All data, drawings, etc., which GF provides to the Supplier for the manufacturing of the Goods, shall remain GF's property. They may not be used for any other purpose, copied or disclosed to any third parties. Copyrights, if existing, shall equally be GF's property. At GF's request, all documents, including any copies thereof, shall be returned to GF.
- 16.4 GF shall equally keep secret all technical documents it receives from the Supplier. They shall remain the property of the Supplier or its subcontractors.

17. Tools, Gauges, Fixtures, etc.

Tools, gauges, fixtures, patterns, etc., which have been ordered and paid for by Buyer shall be Buyer's exclusive property. To the extent Supplier is required to use Buyer's property, it must be safely stored and maintained as well as adequately insured against all risks by the Supplier. Without our consent in written form Buyer's property may not be modified, relocated, destroyed or used for third parties. Buyer shall have the right to require return of Buyer's property at any time and shall be entitled to ask the Supplier to Buyer's property to any of Buyer's locations at Buyer's expense.

18. Data Protection

Each Party undertakes to comply with the regulations in force applicable to the processing of personal data and, including without limitation, the provision of Data Protection Rules and regulation or any amendment thereof or any succeeding regulations.

19. Force Majeure

- 19.1 Neither Party will be liable in any respect for failure to perform its obligations under this General Purchase Conditions if hindered or prevented, directly or indirectly, by acts of war (declared or undeclared), national emergency, terrorism, fire, flood, windstorm or other act of God, strikes or lockout, order or act of any government, whether foreign, national or local, or any other cause of like or different kind, which occurs after the time of the relevant order and which is unforeseeable and beyond the reasonable control of the affected Party. The same applies if such events are affecting subcontractors.
- 19.2 The Party invoking grounds of Force Majeure shall inform the other Party without delay of the occurrence and the probable duration of the state of Force Majeure as well as remedy actions put in place to mitigate negative effects. If it fails to do so, the affected Party shall not be entitled to invoke a state of Force Majeure.
- 19.3 If a Force Majeure event exceeds thirty (30) calendar days, GF may terminate the order forthwith by written notice without liability. Each Party shall use reasonable efforts to minimize the effects of the Force Majeure event.

20. Assignment, Sub-Contracting, Change of Place of Manufacture

- 20.1 The Supplier may not assign or transfer any of Supplier's obligations of an order or grant any rights under an order or any part thereof without Buyer's prior written consent.
- 20.2 The Supplier shall not subcontract any of Supplier's obligations or duties under an order without the prior written consent of Buyer.
- 20.3 The Supplier shall be required to provide at least 120 days prior written notice to Buyer, prior to any change in the manufacturing location of such Goods.

21. Termination

- 21.1 Buyer may terminate an order or any part thereof for any reason or no reason upon thirty (30) days prior written notice.
- 21.2 If the Supplier, despite a reasonable time extension granted by Buyer, is in delay with the delivery of the Goods or is otherwise in breach of any term under these General Terms of Purchase, the Buyer shall be entitled to terminate the relevant order or portion thereof and to claim damages for non-performance.
- 21.3 To the extent Supplier for reasons not attributable to Buyer, is in danger of non-performance entailing economic risks which reasonably cannot be expected to be borne by Buyer, Supplier fails to provide adequate assurance to Buyer, Buyer may terminate the order or any portion thereof and claim damages for non-performance.
- 21.4 GF may terminate an order or any portion thereof upon written notice to the Supplier with immediate effect (i) if Supplier enters into bankruptcy or liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose of reorganization only, or has a receiver and/or manager, administrator or receiver appointed, or documents are filed with a Court for the appointment of an administrator or receiver of the Party, or a resolution is passed or a petition presented to any Court for the winding-up of Supplier or for the granting of an administration order in respect of the Supplier, or if a Supplier suffers any event or step similar or comparable to the foregoing in any jurisdiction.
- 21.5 The above remedies of GF shall be in addition to and not in lieu of any other remedies available at law.

22. Place of Performance, Applicable Law, Jurisdiction

- 22.1 These General Terms of Purchase shall be governed and interpreted under the laws of the India.
- 22.2 All disputes, divergence or differences that may arise under or in relation to this Agreement which cannot be settled amicably through consultation between representatives of both the parties within 30 days of such dispute, divergence or differences, shall be submitted to arbitration under Arbitration and Conciliation Act, 1996. There shall be one or more arbitrators appointed in accordance with the said law.
- 22.3 The language of the arbitration shall be English and the seat of arbitration shall be Mumbai, Maharashtra. The award rendered by the arbitrator(s) shall be final and binding upon both parties concerned and their legal successors. The courts of Mumbai (Maharashtra, India) alone, to the exclusion of any other, shall have the jurisdiction. Pending resolution of a dispute, the non-defaulting party shall have the right to obtain injunctive relief from an appropriate forum.

23. Environment

- 23.1 The Supplier takes the responsibility that the Goods are in conformity with the environmental, security and accident-prevention standards in force at the date of delivery. Supplier shall be liable for any breach of these provisions and shall, upon request by Buyer, indemnify, defend and hold harmless Buyer, its affiliates, officers, directors, shareholders, employees and agents, from any third-party claims arising out of breach of this Section 23.1.
- 23.2 With regard to all materials and objects (in particular dangerous substances or preparations) which by their nature, properties or condition may pose dangers to the environment, to objects or people if put to use or being commissioned and which therefore require special handling with regard to packing, transport, storage or disposal, the Supplier shall submit to us, prior to shipment, a completely filled-out security data sheet as provided by applicable law. In addition, the Supplier shall send to Buyer instructions on actions to take in case of possible transport accidents.
- 23.3 In case of the supply of production plants, all properties of the plant relevant for its safe operation as well as all security measures are to be evaluated and laid down in an instruction manual or a similar document.
- 23.4 Supplier guarantees that its supplies shall not have ionizing radiation that exceeds the relevant statutory maximum permissible value. If contractually agreed, Supplier shall present test records of adequate checking devices upon GF's demand at any time.

24. Compliance

- 24.1 Each Party will at all times comply with all relevant laws, rules, regulations and statutory requirements that from time to time come into force that relate to competition law and or anti-corruption regulations relating to the exercise of its rights and the performance of its obligations under these General Terms of Purchase.
- 24.2 The Supplier shall comply with all applicable export controls, customs and foreign trade regulations, embargos and other sanctions ("Trade Compliance Regulations"). The Supplier shall in particular obtain, at its own cost, the necessary export licenses or approvals for worldwide export of the Goods or any part thereof (including wares, information, software and/or technology related thereto) prior to their export.
- 24.3 The Supplier shall advise Buyer in writing within one week of receipt of the purchase order (and in case of any changes without undue delay) of any constraints or restrictions on the export or re-export of the Goods as well as any information and data required to comply with all Trade Compliance Regulations in case of import, export and re-export.
- 24.4 The information whether or not the Goods or any part thereof (including wares, information, software and/or technology related thereto) are export controlled under any relevant regulation and, if so, about the extent of such restrictions and all applicable export list numbers, as well as the country of origin (preferential or non-preferential origin) and, upon our request, the Supplier's declaration of preferential origin or preferential certificates.
- 24.5 In addition, in case of preferential origin, the Supplier has to issue the documentation required for duty-free or duty-reduced importation of the goods in accordance with the free trade agreement.
- 24.6 The coming into force of any purchase order shall be conditional upon the effective issuance of a necessary license. We have no obligation to fulfill any purchase order in case of impediments arising out of any Trade Compliance Regulations (e.g. if a license is withdrawn, revoked, not renewed or no longer valid).

25. Code for Business Partners

- 25.1 Ethical behavior in terms of economic, environmental, and social responsibility as well as legal compliance is an integral part of our business. Therefore, long term and trusting partnerships with our business partners are crucial for us and we expect sustainable, ethical and compliant behavior from them.
- 25.2 GF's Code for Business Partners applies to all suppliers, (sub-) contractors and other service providers of GF and their employees (collectively referred to in this document as 'business partners'). It is mandatory for all Suppliers to be aware of GF's latest Code for Business Partners and implement all the required activities to be compliant with it. It is especially their responsibility to verify compliance with the principles set out therein in their own supply chains. The GF Code for Business Partners will be provided to Supplier upon request or can be found under www.georgfischer.com.
- 25.3 Any breach of any of the obligations contained in this Section 25 shall be deemed a material breach of the contractual relationship entitling GF to terminate all existing orders and/or agreements with immediate effect and without prejudice to any further rights or remedies.

26. Changes, Obsolescence, Last time buy

- Supplier shall not implement any changes to the Goods affecting the form, fit or function of the Goods without prior written notice to Buyer at least 120 days prior to the implementation of such change. In addition, Supplier shall provide at least 180 days advance written notice of any plan to discontinue manufacture or supply of the Goods. In either case of change or discontinuance, Buyer shall be entitled to place an order for a "last time buy" of a quantity no greater than the sum of quantity over the previous 180 days of orders.

27. No third-party beneficiary

- Nothing under these General Terms of Purchase will confer any benefit or right upon any third party except for a party's successors or permitted assigns.

28. Relationship of the parties

- Nothing under these General Purchase Conditions will constitute a partnership, joint venture or agency or special relationship between the parties.

29. Amendments

- Any amendment of or variation to the terms and conditions contained hereunder must be in writing and signed by authorized representative(s) of both parties.

30. Notices

- All notices provided in connection with these General Purchase Conditions will be in writing and will be deemed to have been given (a) when delivered by hand; (b) when delivered if sent by an internationally recognized commercial courier; (c) on the third (3rd) day after the first post-mark of the sender's postal service if sent by first class mail, postage prepaid (return receipt requested, if available). The notices must be sent to the respective Parties at the address of the contact person set forth in the relevant order, at a minimum.

31. Announcements

- Unless otherwise required by law, a court or any governmental or regulatory authority, no announcement concerning the transaction contemplated or any ancillary matter will be made by either party without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. In cases where an announcement is required by law, a court or any governmental or regulatory authority, the party concerned will take all such steps as may be reasonable and practicable in the circumstances to agree to the contents of such announcement with the other party before making such announcement.