

## A. General Conditions

1. These Terms and Conditions (hereinafter referred as "**Conditions**") shall apply to any offer extended by Filter Concept Private Limited (hereinafter referred to as "**FCPL**") for any good and services supplied by FCPL (hereinafter referred to as the Goods) and any exceptions must be authorized in writing.
2. The placing of a purchase order by the Customer for the supply of the Goods shall constitute acceptance of these Conditions notwithstanding any other terms and conditions subject to which any quotation by FCPL is accepted or purported to be accepted or any such order is made or purported to be made by the Customer.
3. No purchase order submitted by the Customer shall be deemed to be accepted by FCPL unless and until confirmed in writing by FCPL.
4. Once the purchase order is accepted by FCPL shall not be modified unless it is agreed in writing by FCPL.
5. The purchase order from the Customer shall be deemed to incorporate, without exception, all the terms and conditions hereof. No modification of these terms and conditions shall be of any force or effect unless reduced to writing and signed by duly authorized representatives of each party claimed to be bound thereby. No modification shall be effected by the FCPL's mere acknowledgment or acceptance of the Customer's purchase forms, which may contain different terms and conditions.
6. Shipment dates noted on confirmed purchase order represent FCPL's best estimate of probable delivery time considering conditions known at the time the quotation is prepared. Delivery of the Goods, if any, are contingent upon fires, floods, strikes, lockouts, accidents in FCPL's own works or of those furnishing FCPL with material, inability to obtain scheduled labour or material, delays in transportation, and any other acts whatsoever beyond FCPL's reasonable control which may prevent or delay delivery or installation.

7. The Customer shall be responsible for providing FCPL the information, data and technical background / specifications (hereinafter referred to as the "**Specifications**") in respect of Customer's facility (hereinafter referred to as the "**Plant**") that may be required by FCPL from time to time for the purpose of supply of the Goods to Customer as per purchase order.
8. Once the Specification so provided by the Customer is approved by FCPL shall not be modified unless agreed by FCPL in writing.
9. The Customer acknowledges that all advice, instructions or recommendations by FCPL shall be based upon and dependent upon the Specifications provided to FCPL by the Customer. The Customer further acknowledges that the design and / performance of the Good is subject to the accuracy of the Specifications provided by the Customer to FCPL and that inaccurate and / or incomplete Specifications shall effect adversely the performance of the Goods.
10. The quantity, quality, description, functionality, facilities, functions, capacity and description of the Goods shall be as specified in the purchase order that may be placed by the Customer and any applicable specification as set out either in FCPL's quotation or any documents referred to in the purchase order.
11. All drawings, illustrations or any product literature supplied by FCPL must be regarded as approximations only unless all the technical data used therein are accepted and / or approved / confirmed by the Customer in writing. In absence of any objection, modification request and / or suggestion by the Customer within a period of 7 days from the receipt of thereof shall be considered as the deemed approval by the Customer.
12. If the Goods is to be manufactured or any process is to be applied to the Goods by FCPL in accordance with the Specifications submitted by the Customer, the Customer shall indemnify FCPL against all loss, damages, costs and expenses that may be awarded against or incurred by FCPL in connection with any claim for infringement of any intellectual property

rights of any other person which results from FCPL's use of the Specifications so submitted by the Customer.

13. FCPL reserves the right to make any changes in the Specifications of the Goods which are required to conform to any statutory or other regulatory requirements applicable to the Goods.
14. No purchase order which has been accepted by FCPL may be cancelled by the Customer except with the agreement in writing by FCPL and on terms that the Customer will indemnify FCPL in full against all costs, charges and expenses incurred by FCPL as a result of cancellation.
15. FCPL will not control the actual operation of either Customer's system or Goods at site, and unless otherwise specifically agreed in writing, installation of Goods shall be the responsibility of the Customer. Goods provided hereunder are based upon the Specification provided to FCPL, and FCPL reserves the right to utilize the most compact and feasible design, and to make changes in details of design of the Goods unless precluded by limitations specified by the Customer in writing at the time purchase order is placed. If no such limitations are specified, FCPL shall not be held responsible for incompatibility of the Goods due to change in Specifications or site conditions nor for incompatibility with actual space or design limitations, which were not initially disclosed by the Customer and become apparent at a later date.
16. The Customer acknowledges that the Goods gives its best performance only when the same is installed after making relevant modifications / customization based upon the Specifications of the Plant. Accordingly the Customer acknowledges that Goods may not give optimum performance in case if the Customer installs the Goods without making modifications / customization based upon the Specification.
17. FCPL expressly reserves all rights of ownership including, without limitation, all copyrights, in and to all quotations, drawings and other data. Any quotations, drawings and other data provided to the

Customer are confidential and may not be used, copied, duplicated, or made available to third parties without FCPL's written consent.

18. Duration of Quotation

Unless otherwise stated, FCPL's quotation shall be null and void unless accepted by the Purchaser within fourteen (14) days from the date of the quotation.

19. Installation

Unless otherwise expressly stipulated, the goods shall be installed by and at the risk and expense of Purchaser. In the event that FCPL is requested to supervise such installation, FCPL's responsibility shall be limited to exercising that degree of skill customary in the trade in supervising installations of the same type. Purchaser shall remain responsible for all other aspects of the work including compliance with the local regulations.

20. Assignment Not Permissible

No rights or obligations of the Purchaser arising out of or in relation to this agreement may be assigned to any third-party without prior written consent of FCPL.

21. Sample

Where a sample of the goods is shown to and inspected by the Purchaser, the parties hereto accept that such a sample is representative in nature and the bulk of the order may differ slightly as a result of the manufacturing process.

22. Return of Unused Goods

All goods are sold on a firm sale basis, i.e. FCPL will not take back any goods not required or remaining unused by the Purchaser.

### **B. Warranties**

1. FCPL warrants that the Goods will correspond with the Specification at the time of delivery. In absence of any written communication in respect of the quality of the Goods within a period of 2 (two) days from date of delivery of the Good, it shall be considered as deemed acceptance on the part of the Customer and that FCPL shall not be liable for any claim of whatsoever nature in relation to the Goods.
2. Except for the limited warranty specified herein above, the FCPL gives no other warranty of any kind including, without limitation, any warranty of merchantability, fitness for a particular purpose.
3. The above warranty is subject to the following conditions:
  - 3.1 FCPL shall be under no liability in respect of any defect in the Goods arising from the Specifications or any part thereof supplied by the Customer;
  - 3.2 FCPL shall be under no liability in respect of any defect in Goods arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow FCPL's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without FCPL's approval;
  - 3.3 FCPL shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total Price has not been paid by the Customer by due date for payment;
  - 3.4 FCPL shall be under no liability in case the Customer makes or a cause to make any modifications to the Goods without FCPL's the consent;
  - 3.5 FCPL shall be under no liability in case the Customer uses the Goods in a manner for which it was not intended.

### **C. Limitation of Liability**

1. To the maximum extent permitted by law, FCPL shall not be liable the Customer under any contract, negligence, strict liability, infringement or other legal or equitable theory for any loss of use of the Goods, inconvenience or damages of any character, whether direct, special, incidental or consequential (including, but not limited to, damages for loss of goodwill, work stoppage, failure or malfunction resulting from the use of the Goods. FCPL's sole liability for a breach of the foregoing limited warranty is repair or replacement of the defective or nonconforming part of the Goods. To the maximum extent permitted by law, no implied warranty, including any implied warranty of merchantability, fitness for a particular purpose, applies to the Goods, except as mentioned above.
2. Any parameters given in respect to the performance of the Goods are based on the design parameters set out in the Specification provided by the Customer and FCPL shall not be liable for any failure of the Goods to achieve these parameters unless the operating conditions for the Goods are the same as set out in the Specification.

### **D. Delivery**

1. Title and risk of loss or damage to Goods shall pass to the Customer upon delivery to carrier at designated shipping point. Delivery dates indicated by FCPL are only approximate. FCPL reserve the right to change delivery schedule without any prior notice.
2. The Customer shall bear all risk of loss and damage to all consigned Goods in the Customer's possession or control, notwithstanding the Customer's exercise of reasonable care.
3. FCPL may extend delivery schedules or may, at its option, cancel Purchaser's order in full or in part without liability other than to return any deposit or prepayment which is unearned by reason of the cancellation.

### **E. Prices and cost of transportation**

1. The quoted price in the Quotation is based on the exchange rates, tariffs and costs of manufacture, as existing on the date of issuance of Quotation. Unless otherwise stated in the Quotation, quoted prices are subject to change by FCPL with or without notice until the Purchaser's acceptance. Prices are subject to correction for removal of inadvertent errors. Unless otherwise stated, all prices in the Quotation are f.o.b factory and include basic domestic packaging/packing. All cost of transportation shall be that of the Purchaser.
2. TAXES : Prices do not include any direct or indirect taxes. Accordingly, in addition to the price specified in the Quotation, the amount of any present or future sales, use, value-added or similar tax applicable to the sale of the goods hereunder to or the use of such goods by Purchaser shall be paid by Purchaser to the entire exoneration of FCPL.

### **F. Compliance with Laws and Regulations**

1. The Customer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, and registration and labeling of all Goods from and after the Customer's receipt of the Goods.

### **G. Force Majeure**

1. Neither party will be responsible to the other (and no event of default will be deemed to have occurred) if uncontrollable events make it impracticable or commercially unreasonable for either party to perform under the terms of this Condition, provided no force majeure shall apply to the Customer's obligation to pay in a timely manner for the Goods. Schedule delivery dates are subject to extension when a force majeure event occurs.

### **H. Confidentiality and Intellectual Property**

Both the parties agree to keep confidential the other party's proprietary non-public information, if any, which may be acquired in connection with these Conditions. The Customer will not, without FCPL's advance written consent, subject Goods to testing, analysis, or any type of reverse engineering. FCPL retains all intellectual property rights including copyright which it has in all drawings and data or other deliverable supplied or developed under these Conditions, subject to the Customer's right to use such drawings and data for its own use without additional cost.

All non-public, confidential, or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, that Seller discloses to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with the Agreement is confidential, solely for the use of performing the Agreement, and may not be disclosed or copied unless authorized in advance by FCPL in writing. Upon FCPL's request, Purchaser will promptly return all documents and other materials received from FCPL. FCPL will be entitled to injunctive relief for any violation of this clause, without having to establish the insufficiency of a remedy at law.

### **I. Governing Laws**

These Conditions shall be governed by the laws of India. The courts at Ahmedabad shall have exclusive jurisdiction to adjudicate any dispute in relation to these Conditions.

### **J. Exclusive Terms and Conditions**

Together with any other terms the parties agree to in writing, the Conditions form the exclusive terms whereby the Customer agrees to purchase, and FCPL agrees to sell Goods and provide advice and instruction in connection with the sale of the Goods. Notwithstanding any provisions communicated in any way by the Customer to FCPL prior to this Condition including any terms contained in any request for quote by the Customer, the Customer agrees that this Condition will control the relationship by

accepting Goods from FCPL, even if the Customer sends to FCPL other terms and conditions to which FCPL may not respond.

### **K. This Agreement**

An acceptance and official confirmation of Purchaser's order by FCPL shall constitute the complete agreement, subject to the terms and conditions of sale herein set forth, and shall supersede all previous quotations, orders or agreements. The law of the State of Gujarat and the Republic of India shall govern the validity, interpretation and enforcement of these terms and conditions of sale and of any contract of which these terms and conditions are a part.

### **L. Arbitration And Jurisdiction**

All disputes arising out of or in relation to this Agreement shall be finally resolved by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. The place of arbitration shall be Ahmedabad city, Gujarat state, India. Each Party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees and costs of the arbitration.