

1 General

- 1.1 Our conditions of sale apply exclusively; we do not accept conditions of sale which conflict with these, or customer's general business conditions which deviate from these, unless we have explicitly agreed to their validity in writing. Our conditions of sale supersede and apply even if we make deliveries without reservation and are aware of customer conditions which conflict with or deviate from our conditions of sale.
- 1.2 Our conditions of sale only apply with respect to entities within the meaning of the Companies Act, 2013 (and 1956 Act), the Partnership Act, 1932, the Limited Liability Partnership Act, 2008 and other business structures including sole proprietorship, etc. as well as any other entity or business or any legal person under public law
- 1.3 Our conditions of sale also apply to all future transactions with the customer, as amended from time to time.
- 1.4 If we also take on assembly work, then to this extent our special conditions for assembly work will apply.

2 Quotations and Quotation Documentation

- 2.1 Our quotations are non-binding. Only a definitive order confirmation issued by us is binding.
- 2.2 The purchase order from the customer is a binding offer, only if accepted by us. We are entitled to accept or reject this offer within two weeks from the date of the purchase order. If we choose to accept the purchase order within this period of two weeks, we will communicate our acceptance by either sending an order confirmation or by sending the ordered goods to the customer within this period.
- 2.3 The technical data in our catalogues, lists and drawings (including weight and dimensional details) are carefully compiled; errors excepted. The same applies to all data in our sales documentation. Such data, however, does not represent any warranties; in every case, warranty promises require an express written confirmation by us.
- 2.4 We reserve the right to make any changes to the products delivered by us in the interest of technical progress and advancement even after the order confirmation.

3 Prices and payment conditions

- 3.1 Unless stated otherwise in the order confirmation, our prices are exworks including loading at the factory, but excluding packaging, freight, transfer, insurance, customs duty, assembly and includes any and all applicable taxes, including GST.
- 3.2 For belts and tapes delivered pre-tensioned, the geometric operating length serves as the basis for invoicing.
- 3.3 We reserve the right to increase our prices 4 months after the execution of the contract owing to price increases in raw materials, logistics, labour, amongst others. We shall prove such increases to the customer on demand.
- 3.4 Unless otherwise specified in the order confirmation, the purchasing price is immediately due on raising of the invoice, without any deductions made. Any discounts require prior special agreement in writing.
- 3.5 Unless other payment dates have been agreed, payments will be considered late if made 30 days after invoicing. Late payment interest will be calculated at 24 percentage points per annum. The assertion of further claims for damages is not excluded hereby. We are not obligated to make any further deliveries under any running contract with the customer until payment of any invoiced amount due, including late payment interest thereon has been received in full.
- 3.6 Bills of exchange and cheques will only be accepted by special agreement and only for purposes of payment; any costs of discounting and collection shall be borne by the customer. In case of acceptance of bills of exchange, we shall be entitled to give these back if discounting thereof is refused by our partner Banks and to immediately receive the said payment through the means of funds transfer as required by us in lieu thereof.
- 3.7 If we incur any exchange rate losses due to customer's failure to pay when payments are due, we shall be entitled to receive equivalent compensation from the customer for such losses.
- 3.8 Customer shall not offset, withhold or reduce any payment(s) due at any point in time.
- 3.9 If after the acceptance of an order, facts become known to us which give rise to doubts as to the customer's ability to pay, we are entitled to demand full payment or the provision of corresponding securities prior to delivery; alternatively, we have the right to refuse performance of any work and delivery of any products until all payments are made, we may also suspend, delay or cancel any credit, delivery or any other performance by us or forthwith rescind the contract if a payment deadline set by us has not been respected. In addition to delays in payment which have already occurred, information given by a bank, a credit-reference agency, another company with a business relationship with the customer or similar and corresponding to the care taken by a respectable business person, will count as proof of an essential deterioration in assets.
If delivery has already been made, then the invoice amounts in question will become due for payment in full immediately, irrespective of any payment conditions agreed otherwise.
Such rights shall be in addition to, and not in lieu of, any other rights and remedies available under these Conditions or at law or in equity.

4 Delivery Dates and Delays of Delivery

- 4.1 Unless expressly agreed otherwise, all delivery dates shall be considered as non-binding.
- 4.2 All delivery periods shall begin on the date of the order confirmation, but no delivery shall be made prior to the timely and proper fulfillment of the obligations by the customer to our satisfaction, particularly not prior to the furnishing of the requisite documentation, necessary approvals/permissions and/or clearances to be provided by the customer (including payment of any statutory charges, taxes, duties, levies or dues to the competent authorities) and also not prior to receipt of any agreed down-payment.
- 4.3 The delivery period shall be deemed to have been adhered to if the merchandise has left the factory or the shipment warehouse on or prior to the expiry of such delivery period or if the notification of readiness for shipment of such merchandise has been given to the customer. The foregoing does not apply if inspection and approval is contractually stipulated or if an obligation for assembly has been agreed.
- 4.4 Force Majeure: We shall not be liable for any delay or inability to perform our obligations if such delay or inability results from any cause beyond our control, including but not limited to the acts of God (such as but not limited to natural disasters, fire, flood,

earthquake, lightning strikes, extreme weather events, etc.) or any other unforeseeable extraordinary events beyond our control, such as plant malfunction; strikes; lock-outs; labor difficulty or disagreement; accidents at our facilities; riot; war; embargo; interventions or requirements by the authorities; diseases, epidemic and pandemic; interruptions of power supply; transportation delay, shortage or difficulty; price escalation or shortage of or late or incorrect delivery of raw materials, semi-finished parts or finished products needed for the manufacture of the merchandise to be supplied, amongst others, in which case, the delivery period will be extended by the duration of such obstruction and a suitable timeline will be provided to the customer accordingly, if we are prevented thereby from performing our obligations at the proper time. The foregoing also applies if the aforementioned events occur at any of our sub-suppliers' facilities. In important cases, the customer will be informed by us soon as possible of the beginning and the end of such events.

If due to any of the above-named or like events, the delivery or service becomes impossible or unreasonable, we shall be released from our obligations under the order confirmation and under these Conditions. If the delivery period is extended or if we are released from our obligations, the customer shall not have any claims for damages as a result hereof. If we are released from our obligations, to the extent any advance payments may have been made by the customer, the same shall be reimbursed subject to the deductions towards actual expenses incurred by us, if any, towards the supply and delivery of the merchandise prior to the Force Majeure event.

- 4.5 The statutory right of the customer to rescind the contract remains unaffected, provided that we are solely responsible for the delay and it is not a circumstance beyond our control including Force Majeure. The customer is obligated, on demand from us, to declare within an appropriate period whether, after the expiry of such period, he will rescind the contract due to the delay in the delivery and/or seek damages instead of the delivery or compensation for expenditures incurred, or whether he will be insisting on delivery as agreed.
- 4.6 If delivery is delayed at the request of the customer, we shall charge the warehousing, logistics and any other costs incurred by us in holding off the delivery –after having sent the notification of readiness for delivery to the customer. Upon the expiry of an appropriate period set by us, and following reasonable advance notice, we are entitled to dispose of the merchandise in any other way at the cost of the customer (customer shall be liable to make good any losses and expenses incurred by us) and/or to deliver the merchandise to the customer with a suitably extended delivery period on advance payment of all the expenses and charges incurred by us owing to such delay.
- 4.7 It is clarified that if the delivery is delayed at the request of the customer, the customer shall not be allowed to withhold or delay payment due towards such delivery, if any.

5 Delivery, Passing of Risk, Shipment

- 5.1 Partial shipments are permissible to the extent this is reasonable.
- 5.2 All risks shall pass to the customer when the shipment has been handed over to a forwarding company or a carrier, at the latest, however, upon leaving the factory or the warehouse. This also applies if a "carriage paid" delivery is agreed. Shipment is made on behalf of the customer.
- 5.3 If shipment is delayed by circumstances which can be attributed to the customer, then all risks are transferred to the customer upon notification of readiness for shipment. At the request and expense of the customer, we shall arrange for any insurance coverage requested by the customer.
- 5.4 At the request of the customer, shipments will be insured by us, at the cost of the customer, against theft or breakage, and also against transport, fire or water damage, and against other insurable risks. The timing of the passing of risk pursuant to Clause 5.2 remains unaffected.

6 Retention of Title

- 6.1 Title in the goods shall not pass to the customer until any and all payments (including any interest, charges, expenses) due to us have been made by the customer. We reserve title to the goods delivered until we have received full payments for such goods. We also reserve the right to title of the goods delivered until all payments arising from our business relationship with the customer as a whole have been met. Should the customer be in breach of contract, including due to defaults on payment, deterioration in assets or in his financial position, or the instigation of insolvency proceedings etc., we are entitled to forthwith repossess the goods delivered (and not yet paid for in full). Such stipulation also applies should the goods delivered have been paid for, but where payments from the business relationship as a whole are still outstanding. The repossession or assertion of retention of title does not require us to withdraw from the contract. Such actions or seizure of the goods delivered by us does not constitute any withdrawal from the contract unless we have explicitly declared as such in writing. We are entitled to sell the delivered goods once repossessed and to claim the losses suffered and expenses incurred owing to the default of the customer. Such rights shall be in addition to, and not in lieu of, any other rights and remedies available under these Conditions or at law or in equity.
- 6.2 The customer is obligated to inform us in writing and without undue delay about any garnishments or other interferences by third parties affecting the goods in any manner so that we can institute proceedings or file a claim (as the case may be) before the competent Court/Tribunal in terms of the Code of Civil Procedure, 1908 or the Insolvency and Bankruptcy Code, 2016, as the case may be. Insofar as such third party is not in a position to reimburse us for the court and out-of-court costs for such proceedings, the customer accepts complete liability for the loss incurred by us.
- 6.3 Should seizures or other interventions by third parties occur affecting the goods in any manner, the customer must inform us immediately in writing thereof (by e-mail or fax), so that we can take appropriate legal action pursuant to our rights in the title of the goods. Should the third party not be able to reimburse us for the court fees and out-of-court costs of an action safeguarding our title in the goods, the customer will be liable for all the losses we have incurred.
- 6.4 The customer is entitled to sell on the goods delivered in the ordinary course of business; such entitlement can be revoked at any time, in particular (but not exclusively) should the customer's financial position deteriorate or should the customer default on payment. The customer already assigns to us all receivables accrued by and owing to him from his customers or third parties amounting to the invoice total (including GST) regardless of whether the goods delivered have been sold on with or without having been processed. The customer is authorized to recover such liabilities even after the assignment thereof without prejudice to our entitlement to recover the liabilities ourselves. However, we undertake not to recover payment as long as the customer complies with his payment obligations arising from the revenues received, does not default on payment and in particular does not instigate insolvency proceedings or cease making payments. Should the obligation not to recover payments be dropped, we can demand the customer notifies us of the assigned payments and the relevant debtors, provides all details required to recover such payments, hands over all relevant documents and informs the debtors of the assignment of such payments.
- 6.5 Should the goods subject to retention of title be combined with other items that do not belong to us so that they form one single item, we will acquire co-ownership to the single item in the same ratio as the value of the goods subject to retention of title (grand total of the invoice including GST) to the other items at the juncture at which they were combined. If the goods subject to retention of title are combined with other items, so that the customer's item is to be deemed the principal item, the customer already assigns proportionate co-ownership to us of such item. We accept such assignment. The provisions in this point 6.5 apply accordingly if the goods subject to retention of title are combined or processed with other items.

7 Material and legal defects

- 7.1 We supply our products and services with the due care customary in the industry in accordance with the technical specifications documented and applicable at the time and in line with recognized technical practice. The customer is responsible for checking any other legal, official, or technical requirements relating to the specific application and must inform us in detail of such requirements.
- 7.2 Where it is undisputedly established and accepted by us that one of our delivered products has a defect in material or workmanship or a defect in title (hereinafter: a "Defect") and which was communicated to us within the limitation period as specified in Clause 7.3 b), which cause was already present at the time of the passing of risk, the customer may be provided a repair or re-delivery of such product, at our discretion. We shall only bear the expenses necessary for such repair or replacement, to the extent that such expenses are not increased as a result of a product having subsequently been removed to a location other than the headquarters of the customer, unless such removal is in accordance with the intended use of such product. Replaced parts shall be our property and are to be returned to us.
- 7.3 Any liability for Defects shall require that
 - a) none of the following circumstances prevail: Dimensional deviations and manufacturing tolerances, within specifications, datasheets etc., normal ageing, wear and tear, in particular those which are described in the respective technical data sheets, unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, normal wear, faulty or careless treatment, unsuitable operating materials, replacement materials, defective construction work, chemical, electrochemical or electrical effects.
 - b) the customer has properly complied with his obligations with regard to investigation and reporting of complaints. Defects must be

notified to us, specifying the type and extent thereof within 10 days after receipt of the delivered product at the specified destination or if such defects were not evident upon proper inspection, to substantiate these in detail and in writing (by e-mail or fax) within 10 days after the discovery of such defects, but in no case later than one month from the receipt of goods. It is clarified that if the customer does not report any Defects within the aforesaid limitation period, the products shall conclusively be deemed to conform to the agreed specifications and to have been irrevocably accepted by the customer.

- 7.4 The customer, upon consultation with us, has to allow for the time and opportunity required to undertake all repairs and replacement deliveries which appear necessary in our reasonable discretion. Otherwise, we shall not be liable for any damages arising as a result of the customer not allowing us the time and opportunity to undertake the necessary repair measures or replacement deliveries, as the case may be.
- 7.5 Claims for Defects shall be subject to a limitation period of 12 months (or as may be agreed between the parties) after shipment or notification of readiness for shipment, as the case may be.
- 7.6 The customer shall be entitled to any recourse against us only to the extent that the customer has not entered into any agreements with his customers which go beyond the remedies available for Defects as stated in these Conditions. Clause 7.2 sentence 2 shall apply *mutatis mutandis* to the scope of any such permissible recourse claim. If a recourse claim is brought by the customer on account of a Defect raised by any of his customers with regard to a newly manufactured product, he is obliged to inform us hereof without delay and in no case later than one month from the receipt of the product by our customer. We reserve the right to satisfy claims brought against the customer by stepping in ourselves. In this case, any satisfaction of the claims of the customer's customer shall be deemed as a satisfaction of the recourse claims of the customer.

8 Claims for Damages and Expenses

- 8.1 The Company's liability will be limited to the extent of the statutory requirements in-so far as the claims by the customer for damages or reimbursement of expenses (hereinafter: Claims for Damages), are established to have been solely caused by the intentional misconduct or gross negligence of our agents or auxiliary persons or if the Company is found guilty of any established breach of an essential obligation under the contract, and to the extent that we have taken on warranty obligations.
- 8.2 Any compensation for damages arising out of a breach of an essential obligation under the contract is limited to the reasonably foreseeable, typically occurring damage, where there is no intentional misconduct or gross negligence or under any warranties given by us. Any such Claims for Damages shall be subject to a limitation period of 12 months from any such event.
- 8.3 For the rest, liability for damages – irrespective of the legal nature of the claim asserted – is excluded, in particular, we shall not be liable for any damage which has not occurred on the product itself such as production stoppages, loss of use, or loss of profit, any other direct or indirect, special or consequential loss, loss of business, loss of reputation or goodwill, etc.
- 8.4 Claims for reimbursement of expenses by the customer are limited to the interest he has in the fulfillment of the contract.
- 8.5 The foregoing limitations of liability also apply to the personal liability of our employees, representatives, agents and auxiliary persons.

9 Technical Application Notes

- 9.1 Our instructions for use represent only general guidelines. Due to the wide variety of purposes of use of the individual products and due to the special circumstances of each such use, the customer is responsible for carrying out his own trial runs.
- 9.2 Where we provide technical applications support to the customer, the customer shall be solely responsible for the successful operation of his plant and equipment.

10 Place of Performance, Arbitration, Applicable Law

- 10.1 The place of performance for the delivery is our manufacturing plant or our delivery warehouse, as the case may be. The place of performance for payments shall be at our head office at Pune, Maharashtra, India.
- 10.2 In the event any dispute, difference, claim or controversy arises under or relating to the contractual relationship with a customer, the Parties shall endeavour to resolve such dispute through mutual discussion and negotiation amicably. In case of a failure by the Parties to resolve the dispute amicably within thirty (30) days from the date on which such dispute arose, such dispute shall be referred to and resolved by a sole arbitrator mutually appointed by the Parties. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 (as amended from time to time). Any arbitration award by the Arbitrator will be final and binding on the Parties and shall be enforceable by judgement of a court of competent jurisdiction. The seat of arbitration shall be Pune, Maharashtra. The proceedings of arbitration will be in the English language.
- 10.3 Subject to the aforesaid, these Conditions of Sale and all matters pertaining to the contractual relationship with the customer, including these Conditions of Sale, shall be subject to the jurisdiction of the Courts of Pune, Maharashtra. However, we are entitled to also institute proceedings against the customer at any other competent court, if so required.
- 10.4 These Conditions of Sale and the contractual relationship with a customer shall be construed and interpreted in accordance with and shall be governed by the laws of India.
- 10.5 Should any provisions in these General Conditions of Sale or other contractual agreements be or become completely or partly ineffective, the remaining conditions shall remain unaffected hereby.