

Terms and Conditions of Quotation and Sale of Goods

1. Acceptance

The order along with these Terms ("Order") constitutes the Plansee High Performance Materials India Private Limited's ("Seller") offer to the buyer ("Buyer"). Acceptance of the Order by the Buyer shall be in the form of a clear and unambiguous written confirmation. Notwithstanding anything contained elsewhere, acceptance of the Order and further execution of the Order or parts thereof, is subject exclusively to the Terms. For avoidance of doubt, if the Order is split into various components (in terms of delivery, timelines etc.), these Terms shall apply to all parts of the Order.

In case of conflict between these Terms and any other documents, emails, drawings, specifications or other terms referenced elsewhere in the Order, these Terms shall prevail, unless specifically identified as a deviation from the Terms or where specifically identified in the Terms that they can be deviated from.

2. Payment Terms

Right of offset is excluded unless specifically agreed in writing.

3. Prices

In doubt, prices mentioned are net prices, which are to be increased by applicable taxes and will not include transportation costs. Prices are FCA unless specifically mentioned to the contrary elsewhere in the Order. In the event prices of raw material increases, the prices of the Goods will increase proportionately. The prices will not include cost of transportation.

4. Dispatch and Delays

The risk passes to the Buyer in accordance with the agreed INCOTERMS. Ways and means of delivery will be agreed with the Buyer in mutual consultation and specified in writing elsewhere in the Order. All insurance of the goods has to be ordered and paid separately by the Buyer, unless otherwise agreed to the contrary in accordance with the agreed INCOTERMS. If shipment is delayed due to the Buyer, Seller may charge reasonable storage and demurrage charges.

5. Title

Unless a conditional sale is noted elsewhere in this Order, title to the goods covered by this Order shall pass to the Buyer upon payment. Seller has the right to retain title to any goods (irrespective of whether the payment for such goods has been made), if the Buyer is in arrears with respect to any obligation. Such retention of title also includes the right to retain shipment. All drawings, techniques, special tooling, improvements and inventions made or acquired by the Seller in fulfillment of any order (including but not limited to the Order) shall continue to belong to the Seller exclusively, regardless of whether separate items of price appear in this quotation for engineering or tooling. All drawings, process descriptions or tooling furnished by Buyer shall remain its property.

6. Warranty/ Limitation of Liability

The Seller warrants that all goods sold will be free from material defects at the time of shipment. Except this warranty made above, to the maximum extent permissible under law, the Seller disclaims any and all other warranties, express or implied, including but not limited to fitness for purpose and merchantability.

Any goods of the Seller found to be defective under this warranty will, at the Seller's sole option, either be repaired or replaced. Any claims must be made within ten (10) business days of receipt of the goods and Buyer should provide notice of defect immediately upon discovery, and any returns shall be in accordance with Seller's return procedure below. Damaged goods and containers must be kept until the commercial carrier has them inspected. If the damaged goods cannot be repaired or replaced, within a reasonable period of time, then Seller shall refund the price paid by the Buyer for the goods that is incapable of being replaced. The Seller's obligation to repay, replace or refund shall not apply to any goods, which have been, in the Seller's sole discretion, subject to abuse, modification, attempted repair negligence, misuse or accident. In such case, Seller's warranty will not cover the goods. Buyer shall bear all risk and expenses for any goods returned to Seller. Buyer to provide notice of defect immediately upon discovery.

The remedies of repair, replacement or refund mentioned above are the sole and exclusive remedies available to the Buyer for the goods under this Agreement. To the maximum extent permissible under applicable law, in no event shall Seller be liable for any other damages, including without limitation, consequential, incidental, or special damages, damages to persons, property, equipment, goods, lost profits, goodwill or reputation, arising under this Agreement. Without prejudice to the above, if such a liability arises, then the liability will be limited to the value of the Order.

Further, Buyer agrees to indemnify, hold harmless and defend Seller, its successors and assigns, from any and all losses, costs, expenses, damages (whether to persons or property) and liabilities whatsoever including legal fees incurred by Seller by reason of any claim, action or suit brought against Seller as a result of manufacturing the good to Buyer's specifications or Buyer's or any third party's reliance upon or use of any goods, except in accordance with the Seller warranty set forth above.

7. Returns

No goods is accepted for return after thirty (30) days of receipt. All returns must have prior written authorization and require a RMA (Return Merchandise Authorization) number. Seller will not be responsible for any returns unless accompanied by a RMA number. Damages sustained from improper packaging of any returned product may void any claim for credit or repair. Returns may be subject to restocking charges. Buyer shall comply with any applicable regulations and shipping requirements associated with any authorized returns and shall indemnify, defend and hold Seller harmless from any liability, losses, damages, penalties or claims arising from Buyer's actual or alleged violation of such regulations or requirements.

8. Compliance with Laws and Code of Conduct:

8.1 Buyer and Seller agree to comply with good business ethics, applicable laws and regulations while performing their respective obligations under this Order. Seller's principles of business conduct are set forth the Code of Conduct, available by request or at <http://www.plansee.com/code-of-conduct/EN.pdf>. Buyers agree to use best efforts to comply with the Code of Conduct or principles equivalent to those contained in the Code of Conduct.

8.2 The Buyer agrees further to comply with all applicable import and export control laws, including re-export and transfer restrictions, embargoes and sanctions regulations. The Buyer is responsible for obtaining any and all necessary licenses or other approvals that are required for the import, use or export of the goods according to the laws and regulations as are applicable to Buyer.

8.3 In the event that a government agency requests documents from the Seller that requires the cooperation of Buyer (e.g., End-Use Declaration, Import Certificates), the Buyer shall, in a timely and diligent manner, produce such documents or perform such actions as may be requested by the Seller to satisfy the request of the government agency. Should delays in shipment arise as a result of Buyer's failure to cooperate in a timely and diligent manner or due to the government agency approval process, then the time for Seller's performance shall be extended accordingly.

8.4 In the event that the delivery of goods or Seller's performance hereunder becomes impaired, whether temporarily or permanently, due to (i) the applicable national or international laws and regulations, in particular export controls, embargoes or other restrictions, or (ii) the denial or revocation of necessary approvals for reasons not attributable to Seller, the Seller shall be under no further obligation to deliver or to perform hereunder. The Buyer waives any claims against Seller and agrees not to seek any damages or exercise any rights against Seller in such a case.

8.5 The Buyer agrees to indemnify and hold Seller harmless against any costs or damages incurred by Seller, including any third party claims against Seller, that arise from Buyer's failure to comply with the requirements of this Section 9.

8.6 Buyer agrees that this Agreement and information contained herein and any Goods (and related documentation) supplied under this Agreement are confidential and proprietary in nature. Irrespective of whether any such Goods related documentation and information is protected as registered intellectual property or not, such goods related documentation and information shall be considered trade secrets proprietary to the Seller and the Buyer shall not disclose the particulars to any third party. If the Buyer intends to or is required to disclose the same to any third party, the Buyer shall obtain a written approval from the Seller prior to disclosing such information. The Buyer acknowledges that any unauthorized disclosure would result in irreparable damage to the Seller and agrees to protect the information, documentation and any goods in a manner at least not less than what it would do to protect its own confidential information.

9. General

Seller's quotation and any sale resulting from it including this Order shall be construed in accordance with the laws of India, excluding its conflicts of law rules and excluding the U.N. Convention on Contracts for the International Sale of Goods. Buyer hereby consents to the exclusive jurisdiction of the courts located in Mysore in the state of Karnataka, India for the determination of any dispute between the parties.

This quotation constitutes the entire offer and Seller shall not be bound by any agent's or employee's representation, promise or inducement not set forth herein. No waiver, alteration or modification of any of the provisions hereof shall be binding on Seller unless in writing, and signed by its duly authorized representative.

If any provisions of these Terms are held to be invalid under applicable law, that portion of the Term shall be severed and the remaining Terms shall be valid and enforced.

Buyer shall not assign or transfer the contract or any right or obligation hereunder without written consent of the Seller.

Dimensions and or weight of ingots, electrodes and mill products vary within commercial tolerances; Firm prices are quoted per kilogram, unless the price is stated as a lot or piece price.

Quotations ordinarily describe the desired dimensions, and list estimated weights. Unless otherwise agreed to in writing, Buyer will be invoiced according to actual weight of the pieces as shipped.

Unless specifically agreed otherwise in the order, Seller reserves the right to ship up to ten (10) percent more or less of any item ordered.

Seller's quotation is valid for thirty (30) days from the date written, but shall not become a binding contract until an order based on these Terms is acknowledged by Seller.

Seller's obligations to deliver and execute the Order are suspended in the event of strikes, floods, storms, other natural calamities, war, interruption or shortage of raw materials, lack of fuel / energy, major machine breakdown, adverse order by the government or courts, change in law, or any other event beyond the reasonable control of the Seller ("Force Majeure Event"). The Order is prolonged to the extent necessary until such Force Majeure Event is extinguished. The Seller will also not be liable for any delay or damages caused by interruption or shortage of raw materials, failure of supplier or sub-contractor, lack of fuel / energy, major machine breakdown, adverse order by the government or courts, change in law ("Exclusion of Liability Event"). In the event of happening of any Force Majeure Event or Exclusion of Liability Event, the Seller shall keep the Buyer promptly informed of the same.

10. Concluding Provisions

Cancellation of an Order or any part thereof requires Seller's express written consent. In case of any termination, Buyer shall be liable for any finished or unfinished work-in-process, including labour costs and pre-material relating to the Order, and the applicable non-utilization charge imposed by Seller for loss of volume including labour costs and pre-material relating to the Order, and the applicable non-utilization charge imposed by Seller for loss of volume.