

1. TERMS: The purchase order is subject to the terms and conditions as stated herein along with any specific representations, documents, schedules, annexure or any other information which shall collectively form the Purchase Order. Any other discussions, arrangements, oral communication for terms and conditions shall not be considered for the Purchase Order and only the present documented terms and conditions shall prevail as last & final for the purpose of the Purchase Order.

2. DEFINITIONS: (a) “Buyer” means the party which is willing to place an order for requirements of its business; (b) “Seller” means the party which is willing to meet the requirements of the buyer by manufacturing & supplying the necessary goods/services; (c) “Intellectual Property” means all trademark, copyright, patents, creativity, discoveries, inventions, secrets and similar rights developed by Buyer; (d) “Goods/services” shall mean the product manufactured & supplied by the seller to the buyer as per the specifications provided by the buyer to the seller; (d) “Delivery” means supplying the goods/services as per the address mentioned in the purchase order; (e) “Consignment” means the cargo in transit which shall have the goods to be delivered to the buyer; (f) “Delivery Date” means the date of delivery of the goods/services as mentioned in this purchase order; (g) “Contract Rate” is the price of this purchase order as agreed between seller & buyer; (h) “Sub-Contract” means when the seller gets the goods/services (in part or full) manufactured by a third party; (i) “Property” means all rights, titles, interest, claims, benefits and all other property of whatever kind, real or personal, from time to time owned by buyer and includes the Intellectual Property; (j) “Law” is regulations, requirements and guidelines of the government, court and authorities with which either party is legally required to complying respect of this terms & conditions; (k) “Third Party” means a person or the Related Body Corporate of seller or buyer; (L) “Authorized Representative” means the person nominated by seller or buyer, in accordance with these terms and conditions.

3. BUYER & SELLER: Schott Glass India Private Limited is hereinafter termed ‘The Buyer’ and the Person, Firm or Company supplying the goods/services as per the subject of this contract is hereinafter termed ‘The Seller’. This contract shall be between the Buyer and the Seller as principal dealing with principal.

4. GOODS/SERVICES & ORDER: (a) The goods/services of this contract are hereinafter referred to “the Goods/services” and Order, including the terms, conditions and instructions herein contains the complete and final contract; (b) Any reference to seller's bids or proposals shall not in any manner affect the said terms, conditions and instructions unless specifically provided to the contrary herein; (c) The buyer will not be liable in respect of any order not given or confirmed on the buyer's official printed Purchase Order and duly signed by an authorized representative of the buyer.

5. INTELLECTUAL PROPERTY: (a) The buyer retains the absolute right to use the intellectual property including copyright, design, patterns, drawings and all other IPR rights for itself and retains the right to grant it to other third parties; (b) All intellectual property including copyright, design, patterns, drawings and all other IPR rights supplied by the buyer (to seller) will remain buyer's property and such property must be returned by seller in good order and condition with the goods on the completion of the order; (c) Any intellectual property including copyright, design, patterns, drawings and all other IPR rights (including copies made by the seller) supplied by the

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buyer in pursuance of the order shall remain the property of the buyer and any information derived there from or otherwise communicated to the seller in connection with the order shall be regarded by the seller as secret and confidential and shall not, without the consent in writing of the buyer be published or disclosed, to any third party or made use of by the Seller, except for the purpose of implementing the order.

6. CONFIDENTIAL INFORMATION & DATA: (a) The seller undertakes and agrees to maintain supreme confidence over all the documents and expertise (intellectual property including copyright, design, patterns, drawings and all other information) that the buyer has imparted for the purpose of carrying out this order; (b) All such information (documents & expertise) will qualify as confidential information of the buyer which the seller agrees to; (c) The seller will practice secrecy over such documents from third parties and may disclose such information in case of remedy or when any authority directs seller to disclose such information; (d) The seller will follow in particular the regulations of the applicable statutory data protection regulations if seller receives personal data from buyer or at buyer's premises or gains insight into such data; (e) The seller may only collect, process and use such data so far as this is permitted to him by buyer's Purchase Order or as it is necessary for the performance of the ordered services; (f) Any further processing of the data, in particular for the benefit of the seller or a third party is not permitted.

7. QUALITY CONTROL: (a) The seller undertakes to observe and maintain strict quality control in its premises for the purpose of this order; (b) The quality control shall be deemed to be understood as the execution/handling of plans, patterns, drawings, technical information, manner in which the product is to be manufactured and all other aspects related to it.

8. REPRESENTATIONS AND WARRANTIES: The seller represents and warrants that: (a) it has the absolute right and is empowered to execute this order; (b) the goods/services shall conform to the description and specification herein provided by buyer; (c) in the absence of specification or sample the goods/services must be the best of their respective kinds and subject to the Buyers approval; (d) it shall not infringe or occur a breach of any third party's Intellectual Property or any other rights to fulfill the purpose of this order; (e) In all cases the goods/services shall be of good material and workmanship merchantable adapted for the purpose for which they are intended and free from any defect.

9. UNDERTAKINGS & INSPECTION: (a) The Seller shall be liable and responsible for any defect in the composition or substance of goods/services any defect in the workmanship or process of manufacture and in the design of goods/services and shall make good by free replacement or repairs, defects which under normal use appear therein which arise from any defective composition substance of goods/services, defective workmanship or process of manufacture of design within a period of twelve calendar months from the date of the receipt of such goods/services by the buyer; (b) The seller understands and agrees that the buyer reserve to themselves the right to inspect the goods/services before dispatch from the seller premises but such inspection shall not relieve the seller from responsibility or liability and/or such guarantees as may be arranged irrespective of inspection at sellers' premises; (c) The seller understands and agrees that "the goods/services" are subject to buyers' inspection and approval on arrival; (d) The seller understands and agrees that the buyer assumes no obligation whatsoever in relation to any goods/services delivered in excess of those specifically ordered; (e) The seller understands and agrees that the buyer shall be at liberty

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to reject any goods/services under this order for discrepancies or defects either in material, workmanship or otherwise even after receipt into the buyer's premises or other premises under the buyer's control and the buyer shall give to the seller notification of such rejection; (f) The seller understands and agrees that the buyer shall be entitled in that event to enforce immediate execution afresh of this order to their satisfaction; (g) The seller understands and agrees that post the rejection of goods, such goods will remain on the buyer's premises or other premises as specified above till such time that the seller does not furnish disposal instructions with regard to the rejected goods; (h) The seller understands and agrees that if seller furnishes disposal instructions within one week from the date of intimation of rejection by the buyer, then buyer may return the goods to the seller where the cost of such return transportation (and all such costs related to it) shall be borne by the seller; (i) The seller understands and agrees that if seller does not furnish disposal instructions within one week from the date of intimation of rejection by the buyer, then buyer may sell the said goods either publicly or privately at such prices as may be obtainable for the same; (j) The seller understands and agrees that unless the rejected goods are replaced by the seller, the seller shall be liable to refund the price in the case of goods already paid for and for all expenses in case of credit transactions the cost or freight storage charges and all other charges of whatsoever nature or paid by the buyer in respect of rejected goods/services and or the replacement thereof shall be payable by the seller to the buyer on demand; (k) The seller undertakes to be norm and regulation compliant and will procure all necessary permits that are required for the purpose of this order/contract and its execution. The seller shall deliver true copies of the said permits for buyer's record and understanding; (l) The seller understands and agrees that this order/contract shall not constitute or create between the seller & buyer hereto a partnership or joint venture for any purpose.

10. DELIVERY & INSURANCE: (a) The time for and the date of delivery shall be deemed to be of the essence of the contract and delivery must be completed no later than the date specified in this Order; (b) The seller agrees that delay in delivery of the goods/services shall entitle the buyer to reject the goods/services and shall render the contract voidable on the part of the buyer; (c) Unless buyer expressly instructs otherwise, seller agrees that it will deliver goods/services to the buyer's address mentioned in the Purchase Order; (d) The seller agrees to assume responsibility for all delivery charges including, without limitation, costs, taxes and insurance; (e) The seller understands and agrees that risk of loss for Products during delivery does not pass to the buyer; (f) The seller understands and agrees that all Railway receipts must be made out in the name of the buyer and not "Self". It is further agreed by the seller that any extra charge in taking delivery of the consignment to "Self" will be to the seller's account; (g) The seller understands and agrees that goods dispatched by V.P.P. or documents presented through Bank against a cash payment shall not be accepted by the buyer unless previously agreed upon in writing by the buyer; (h) The seller understands and agrees that Railway receipt or other documents of title to the goods shall be mailed to the buyer by Registered Delivery immediately after the goods are dispatched. It is further agreed by the seller that any demurrage or penalty charge incurred due to delayed receipt of documents of title shall be deducted from the seller's bills at actual; (i) Without prejudice to the buyer's right to avoid the contract in the event of the buyer accepting delivery after the stipulated date, the seller shall pay to the buyer a sum equal to 2% of the contract price or as mentioned in Purchase Order whichever is higher for every month or part of a month during which the delivery of the goods/services may be delayed alternatively, the buyer may choose to purchase the

goods/services elsewhere in which event the seller shall pay to the buyer on demand any loss they may suffer thereby including the difference between the cost of purchasing the goods/services elsewhere and the contract price. The seller agrees that the decision of the buyer is final in this case; (j) In addition to what has been stated herein, the seller is also liable to pay all consequential damages to the buyer in the event of non-fulfillment of any of the terms and conditions of the Purchase Order; (k) All the goods/services must be delivered/shipped at the most advantageous rates by the seller and any extra expenses incurred will be charged to the seller; (l) The seller agrees that the goods/services must be delivered in accordance with the Incoterms® (International Commercial Terms) provision specified in the Purchase Order and as per the latest version issued by the ICC (International Chamber of Commerce) at the time of this contract, unless otherwise agreed; (m) The seller understands that according to the Incoterms® provision, the seller must choose transport facilities and transport insurance in agreement with the buyer; (n) The seller agrees to have an adequate insurance (in agreement with the buyer) at all time which covers the liabilities to third party for injury and damage to property which should be sufficient to protect the buyer in case should such an event occur; (o) The seller agrees that such insurance shall be in compliance with all rules and regulations.

11. SUB-CONTRACTING: (a) The seller agrees not to disclose any data, intellectual property, design drawings specification and other information to others except for the purpose of this order/contract and under similar restrictions as specified elsewhere in the order/contract; (b) The seller further agrees not to sub-contract any part of the goods/services to any other person, firm or company without the specific written consent of the buyer, except for purchasing standard parts or components available in the market.

12. INDEMNITY: (a) The seller shall indemnify the buyer against all claims for royalties, damages or other losses due to the use of data, intellectual property including copyright, design, patterns, drawings and patented apparatus, devices or processes embodied in the goods; (b) The seller will indemnify and save harmless the buyers, its officers, employees, agents and representatives from and against any and all demands of every nature and kind arising out of injury to or death or of any subcontractor of the seller while in on or near the premises for the buyer; (c) The seller shall indemnify and save the buyer harmless against any and all liens and encumbrances arising out of or in relation to the execution of this Order.

13. PAYMENT: (a) The seller understands that all bills shall be submitted in triplicate with Goods/services and Service Tax registration number and appropriate registration numbers/certificates wherever necessary and shall be duly endorsed with the Purchase Order number and date; (b) The seller understands that price quoted is final and no change would be permissible during the pendency of this Contract; (c) The seller understands that payment will be made based on the agreed payment terms mention in the purchase order; (d) The seller understands that earlier payments may be considered by the buyer if the seller offers cash discount at the time of accepting the orders; (e) The seller understands that no charge will be allowed by the buyer for cartage or packing unless agreed upon beforehand; (f) All sums payable by the buyer to the seller or by the seller to the buyer shall be paid to the registered bank account (preferably through online transfer).

14. PACKING NOTES: The seller shall submit packing notes in duplicate with a third copy inside the package and submit Test Certificates along with the above, wherever applicable.

15. WAIVER: (a) Any waiver of or exception to the above enumerated conditions or any special terms or provisions relating to this order to be valid must be agreed to in writing by the buyer; (b) Anything written by the Seller in any language on this contract which has the effect of varying, amending, adding to or altering these conditions, in any matter whatsoever shall be treated as if it had not been so written and shall not under any circumstances be construed as forming part of the terms and condition signed by the buyer's authorized representative.

16. NON-PERFORMANCE & FORCE MAJEURE: (a) Force Majeure shall mean any circumstance or event which is beyond the reasonable control of either party of this order/contract which adversely affects the performance of its obligations of this contract and as defined further; (b) The buyer shall be under no liability or responsibility for failure to accept deliveries of the goods/services hereunder or any delay in the acceptance of deliveries when such failure or delay is due to an act of God, fire, earthquake, floods, strikes, lockouts, lockdowns, pandemic, epidemic, government advisory, government notifications, government guidelines, labor troubles, transportation, embargoes, government decrees, imminence or incidence of the existence of any state of emergency or war (whether India is belligerent or not) imposition of sanction and/or the taking by any government of any measures whatsoever which renders impossible or impracticable or unsafe for the buyer to fulfil its obligations or any other cause or circumstances of whatsoever nature beyond the control of the buyer; **(c) Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance resulting from acts beyond its reasonable control including, without limitation, acts of God, pandemic, epidemic, lockdown, acts of war or terrorism, shortage of supply, breakdowns or malfunctions, looting, strike, lockout, government orders, interruptions or malfunction of computer facilities, or loss of data due to power failures or mechanical difficulties with information storage or retrieval systems, labour difficulties or civil unrest. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations of this order/contract;** (d) Irrespective of time, if an Event of Force Majeure occurs and its effect continues for a period of more than quarter of a year, both parties by mutual discussion discuss the performance of this order/contract and whatever the buyer then decides shall be final and binding on the seller.

17. NOTICES: If the buyer shall desire or be required to give any notice/documents to the seller, such notice/documents shall be deemed to be validly served if (practiced in either of these forms of communication): (1) personally delivered; or (2) deposited by post (return receipt requested); or (3) sent electronically via email.

18. ARBITRATION & JURISDICTION: (a) If the seller and buyer are unable to reach a solution within a period of thirty (30) days, then upon written notice by any other party to the other, the dispute, claim, question or difference shall be resolved by arbitration. A sole arbitrator appointed with the mutual consent of both parties to be resolved by arbitration as per the Arbitration & Conciliation Act, 1996 and such proceedings shall be conducted at Ahmedabad, in accordance with their Arbitration Rules; (b) This contract shall be governed by and construed in accordance with the laws

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of India and seller/buyer hereby submit to the exclusive jurisdiction of the courts of Ahmedabad, Gujarat.