

## GENERAL TERMS AND CONDITIONS

### 1) General:

All orders are placed with the Buyer's unqualified acceptance of these General terms and conditions of sale which, unless otherwise expressly agree between INNOVISTA Sensors India Pvt Ltd and the buyer, Shall govern the sales of INNOVISTA Sensors India Pvt Ltd and are exclusively of the Buyer's own general conditions of purchase and of any other document issued by the Buyer.

The sales contract shall be concluded only following express acceptance of the order by INNOVISTA Sensors India Pvt Ltd, represented by an acknowledgement of receipt

### 2) Special Terms and Conditions — Precedence:

Special terms and conditions applicable to the sale, defining in particular price, delivery & payment terms, as well as any other specific conditions, such as warranties & liabilities, will be agreed between parties. The documents applicable to the sale are the following:

- (i) The special terms and conditions applicable to the order.
- (ii) These general Terms & Conditions applicable to the order.
- (iii) INNOVISTA Sensors India Pvt Ltd offer
- (iv) INNOVISTA Sensors India Pvt Ltd specification
- (v) Any other applicable document agreed between the parties.

In case of contradiction between the above documents, the order of precedence will be such as listed above

### 3) Price:

All prices are Ex works / Ex warehouse basis unless otherwise specially mentioned, prices are exclusive of all Taxes, Octroi, Packing and Forwarding charges & Transit Insurance as applicable unless otherwise indicated in the invoice. The duties, taxes & other statutory levies are based on rates prevailing at the time of billing. Any subsequent revision of these rates having retrospective effect shall be to the customer's account.

### 4) Payment:

- (i) Payment shall be made, in advance before any shipment by A/c Payee Cheque / RTGS /NEFT /Demand Draft/ Pay Orders / Letter of Credit payable at Bangalore in favor of INNOVISTA Sensors India Pvt Ltd. Outstation cheques will not be accepted.
- (ii) INNOVISTA Sensors India Pvt Ltd reserves the right to withdraw at any time any credit facilities / concessions extended by it
- (iii) The terms of payment can neither be delayed nor modified even in case of dispute.
- (iv) Interest will be charged at 24% of the total invoice if the payment is not made within the due date.

### 5) Cenvat Credit:

- (i) Duplicate copy of the invoice i.e. meant for availing GST Credits is always sent in a specially marked envelope/ cover along with the consignment. Collecting the Cenvat invoice copy from the transporter shall be customer's sole responsibility. In case of loss of Cenvat invoice in transit INNOVISTA Sensors India Pvt Ltd shall not be responsible in any manner.
- (ii) Necessary TAX INVOICE and other dispatch documents should be sent along with rejected material within 14 days of receipt of INNOVISTA Sensors India Pvt Ltd acceptance for returning the goods. INNOVISTA Sensors India Pvt Ltd will arrange for returning the material with due rectification / free replacement as the case may be, based on the nature of defect. Under no circumstance will free replacement be made without receiving the rejected material at INNOVISTA Sensors India Pvt Ltd Works / Warehouse.
- (iii) Loss of GST etc. due to noncompliance of above procedure while returning the rejected goods shall be customer's responsibility.

### 6) Freight:

Freight charges or any other delivery charges shall be borne by customer i.e. material will be dispatched on "FRIEGHT TO PAY" basis only. Demurrages if any payable to the transporters to be fully borne by the customers.

### 7) Delivery:

- (i) Customers are advised to take open delivery in case of suspected damages / tampering of carton noticed. INNOVISTA Sensors India Pvt Ltd will not be responsible for complaints of damages / shortages on later date without endorsement on lorry receipt / courier docket.
- (ii) INNOVISTA Sensors India Pvt Ltd is not responsible for delay in delivery of materials by the transporters for their own valid reasons.
- (iii) Errors / discrepancies found if any, in the documents should be intimated to INNOVISTA Sensors India Pvt Ltd within 7 days from the date of receipt of documents.
- (iv) Rejections if any due to manufacturing defects should be intimated to INNOVISTA Sensors India Pvt Ltd within 10 working days from the receipt of goods along with rejection report. No claim will be entertained thereafter. Such rejected goods are to be sent to INNOVISTA Sensors India Pvt Ltd only on receipt of written confirmation from INNOVISTA Sensors India Pvt Ltd.

### 8) Insurance:

INNOVISTA Sensors India Pvt Ltd does not undertake to insure the consignment.

### 9) Octroi Charges:

Octroi charges are to be borne by the customer. Customer has to arrange for payment of Octroi & clear the consignment. If any delay in Octroi clearance occurs the customers are liable to pay demurrage / halting charges to the transporters.

#### **10) Warranty:**

The warranty is applicable for a period of 12 months from the date of invoicing, INNOVISTA Sensors India Pvt Ltd will ensure that its products are free from defects in materials and workmanship, with the exception of consumables rendered unserviceable through normal use. During said period INNOVISTA India will replace, or repair all parts acknowledged as defective and which have been returned in a timely manner by buyer to INNOVISTA India's carriage and all costs & taxes paid, together with a detailed description of the failure and a certified declaration of the failure of hours of operation. Repaired or replaced parts will be delivered to the customers.

#### **11) Return of Goods:**

(i) Except within the context of the agreed procedure for warranty claims, no goods can be returned to INNOVISTA Sensors India Pvt Ltd without the formal agreement of the latter. If, exceptionally such an agreement were to be made, it could only apply to mass produced items of equipment and in no case to equipment made to customer specifications.

Rejected materials to be sent back by following the above procedure only, after receiving Return Material Authorization (RMA) form, INNOVISTA Sensors India Pvt Ltd to return back the materials. In any event, the responsibility, the costs of this return (loss, damage, packaging, transport) and the cost of analysis for the returned products are the sole responsibility of the customer.

(ii) Any short supply or defective items need to be notified / returned to us within 7 days from the date of the receipt of the materials. Materials returned after seven days will not be accepted.

#### **12) Force Majeure:**

The obligations of INNOVISTA Sensors India Pvt Ltd and the customer shall be suspended if an event beyond their control occurs, preventing or delaying the delivery of the products, contractually classed as force majeure. This will apply in particular for events impacting INNOVISTA Sensors India Pvt Ltd or the customer or their suppliers and/or service providers, such as: lock-out, strike, war, embargo, fire, flood, equipment accident, scrapping of parts during manufacture, interruption or delay in transport or supplies of raw materials, energy or components, actions of any national or local governmental authorities or any other event beyond the control of INNOVISTA Sensors India Pvt Ltd or the customer or their suppliers and/or service providers. This article does not apply to payment obligations.

#### **13) Confidentiality**

INNOVISTA Sensors India Pvt Ltd's technology and know-how, patented or not, as well as plans, diagrams, technical and commercial nomenclatures, presentations and commercial quotes, recommendation documents, test results, catalogues, brochures, notices, patents and registered designs, as well as any documents issued by INNOVISTA Sensors India Pvt Ltd, are and remain the exclusive property of INNOVISTA Sensors India Pvt Ltd and any information related thereto must be kept in strict confidence by the Customer.

Consequently, the customer undertakes not to share such information with any third party, intentionally or unintentionally, and undertakes to only use it for the purposes of the operation, use and maintenance of the products.

The obligations stipulated in this article shall remain in effect throughout the duration of the commercial dealings between the parties and the confidentiality obligations shall continue for a period of five (5) years after commercial dealings end, whatever the reason.

#### **14) Intellectual property**

The customer acknowledges that INNOVISTA Sensors India Pvt Ltd owns all the intellectual property rights covering the products and associated tools, but also any trademark or logo of the CROUZET group as well as any other distinctive signs (particularly its typeface) and copyright associated with its products. Unless stipulated otherwise, the customer is not granted any right of use or reproduction for such elements.

In general, the customer undertakes:

- not to alter any of INNOVISTA Sensors India Pvt Ltd's intellectual property rights and not to use them in such a way that would discredit or devalue INNOVISTA Sensors India Pvt Ltd's products;
- not to cause any likelihood of confusion, in the minds of third parties, in any way whatsoever, between its products and the INNOVISTA Sensors India Pvt Ltd's products;
- not to reproduce, in all or part, any of the intellectual property rights owned by INNOVISTA Sensors India Pvt Ltd, subject to legal action, and/or disclose any information whatsoever to third parties allowing the total or partial reproduction of such rights.
- not to file a patent or cause to file a patent on behalf of a third party in any country, or any similar titles related to the information of the products supplied.

#### **15) Liability**

In general, INNOVISTA Sensors India Pvt Ltd's liability can only be sought by the customer when the customer establishes a failure attributable to INNOVISTA Sensors India Pvt Ltd, a proven loss and a direct and exclusive causal link between the failure and the loss concerned. INNOVISTA Sensors India Pvt Ltd cannot under any circumstances be held liable for any indirect and/or consequential loss, including in particular and not limited to loss of earnings, loss of data, loss of profit or loss of production.

In any event, INNOVISTA Sensors India Pvt Ltd's liability is strictly limited, per claim, to the lower of these two limits:

- one times the amount (excluding VAT) of the sale;
- the loss actually sustained by the customer.

In any event, INNOVISTA Sensors India Pvt Ltd's liability, per year, is limited to twenty per cent of the amount (excluding VAT) of annual sales between CROUZET and the customer. Above this maximum amount, the customer and its insurers shall not make any claim against INNOVISTA Sensors India Pvt Ltd and its insurers and shall hold INNOVISTA Sensors India Pvt Ltd and its insurers harmless against third parties' claims.

## 16) Miscellaneous

### Anti corruption

Both in India and abroad, the customer and its employees shall comply with any applicable laws related to anti-bribery and/or anticorruption, and shall refrain formally from offering, formulating promises, donating gifts or any advantage to **INNOVISTA Sensors India Pvt Ltd**'s employees or any person in a business relationship with **INNOVISTA Sensors India Pvt Ltd**, with the intent of having them accomplish or abstain from some task related to their position, or have them abuse of their supposed or real influence, in order to obtain any benefit, employment, business, another favorable decision, or any other inappropriate or unjustified benefit.

### Compliance and export control

**INNOVISTA Sensors India Pvt Ltd** has no right to sell products to a physical or legal person that would be subject to embargo measures or to deliver products in a country under embargo. Any State's decision placing a customer in a similar situation while a contract is in progress shall result in the immediate termination of the contract and cessation of any commercial activity with that customer, without prejudice to the damages that may be claimed by **INNOVISTA Sensors India Pvt Ltd** from the customer.

Each State having its own export control legislation, the customer shall classify the products in accordance with applicable legislation in order to obtain import and/or export licenses, as the case may be, as well as all the necessary prior authorizations. In this respect, **INNOVISTA Sensors India Pvt Ltd** shall not be held responsible for a dispute concerning these issues which would arise with the authorities of their country.

The T&Cs are available online at the following link: <https://soda.crouzet.com/library/CondOfSales/>

## 17) Legal Arbitration

In case of any legal disputes, it would be under the jurisdiction of Bangalore, Karnataka.