



GENERAL TERMS AND CONDITIONS

1. Scope

The present General Terms and Conditions (further: GTC), except for any derogation and modification expressly agreed upon in writing, shall regulate all present and future contracts and agreements between EVAPCO INDIA PRIVATE LIMITED (further: EVAPCO) and the Client.

Any general (sales) conditions which are inconsistent with the terms and provisions hereto shall not be binding on EVAPCO and shall not be considered applicable, not even to the sale and shipment of the materials mentioned and referred to herein. Any terms contained in the Client's purchase order or other purchasing documents shall not apply unless expressly accepted in writing by an authorised officer of EVAPCO.

No waiver, alteration, or modification of the provisions hereof shall be binding on EVAPCO unless made in writing and agreed to by an officer of EVAPCO. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any default by the other which may hereafter occur.

2. Order, Scope of Supply and Cancellation

An order shall be considered binding for the Client upon placement, whereas for EVAPCO it will only be considered binding if confirmed in writing by EVAPCO. If EVAPCO's order confirmation contains any partial modification or addition, or is, in any case, different from the order placed by the Client, the contract shall be considered entered unless the Client disagrees within 7 (seven) days of receipt of the order confirmation. Failure to object within such period shall constitute the Client's unconditional acceptance of EVAPCO's order confirmation.

The Client shall not be entitled to cancel confirmed orders without EVAPCO's written consent. When an order is cancelled by the Client, whether or not the prior consent of EVAPCO is obtained, EVAPCO shall be entitled to reimbursement of all the losses, damages, costs and/or expenses incurred by EVAPCO arising out of or in connection with the same, including costs of materials, components, work-in-progress, engineering, customisation, procurement commitments, third-party supplier charges, packing, freight, storage, demurrage, and reallocation or disposal costs.

When the order is placed, the Client will inform EVAPCO of the expected delivery date. EVAPCO reserves the right to reject this delivery date and propose another date, in its sole discretion, without liability for delays.

Unless expressly agreed in writing, the following are excluded from Seller's scope: (a) site preparation, foundations, structural works, electrical works, cabling, piping, network readiness, utilities, environmental controls, controls systems, control panels, instrumentation, PLC programming, BMS integration, SCADA integration, communication protocols, networking, and control logic; (b) unloading, shifting, erection, installation, integration, testing, commissioning, calibration, validation, training, maintenance, consumables, and spare parts; (c) third-party products, software, licenses, or interfaces; (d) statutory approvals, permits, consents, and operating licenses required by Client for its business or site; (e) any performance responsibility for systems into which the equipment is integrated.

3. Prices - Taxes - Terms of Payment

All prices of EVAPCO refer to goods delivered Ex Works. Different delivery conditions may be indicated in the order confirmation issued by EVAPCO, which shall be binding on the Client.

These GTC are also applicable to any agreement between EVAPCO and the Client regarding the transport of the goods and/or other logistic services provided by EVAPCO.

EVAPCO reserves the right to revise the order prices if the expected delivery date from the Client cannot be kept for reasons out of EVAPCO's control such as (a) any Client -requested change; (b) delay attributable to Client; (c) increase in raw material costs, labour costs, import costs, freight, energy costs, insurance, foreign exchange fluctuations, or supply chain costs; (d) change in law, tax, duty, tariff, or regulatory requirement; (e) requirement to expedite, reschedule, store, preserve, or reconfigure the equipment due to Client act or omission. In case the Client terminates the contract because of this price change, EVAPCO will be able to claim direct damages, losses, costs and expenses incurred by EVAPCO arising out of or in connection with the said order.

Unless agreed otherwise in writing, all taxes, including but not limited to Goods and Services Tax (GST), duties, cesses, levies, and also freight, insurance, loading, unloading, packing, forwarding, installation, commissioning and any similar charges shall be borne by the Client and may be charged by EVAPCO in addition to the quoted price. shall be paid by the Client. In general, the afore-mentioned extra costs are not considered to be subject of the prices presented by EVAPCO.

EVAPCO shall not be responsible for any loss of input tax credit, denial of exemption, reclassification, place-of-supply dispute, or tax demand arising from Client's incorrect, incomplete, delayed, or invalid tax information or instructions.

Any tax, interest, penalty, disallowance, reversal, cost, or liability imposed on EVAPCO due to Client's act, omission, default, documentation failure, transaction structuring instruction, or end-use declaration shall be reimbursed by Client on demand.

Where tax deduction at source is required by applicable law, Client shall: (a) deduct only the amount legally required; (b) deposit the same with the statutory authorities within statutory timelines; and (c) furnish valid withholding certificates promptly to EVAPCO. Any failure by Client resulting in tax cost or credit loss to EVAPCO shall be reimbursed by Client.

Methods of payment are determined with regards to each individual order and indicated in the order confirmation.

If not otherwise set forth on the order confirmation, all payments shall be made at the office of EVAPCO or in the designated bank account of EVAPCO, within 30 days from invoice date. Time of payment is of the essence.

Payment of invoices shall not be contingent on installation, commissioning, site readiness, downstream project completion, end-customer approval, or payment received by Client from any third party.

Invoices which have not been contested by registered letter within 8 (eight) days after the post stamp, or within 5 business days if sent via email or any other digital method, shall be considered definitively accepted. The fact that an invoice or multiple invoices have been contested, shall not entitle the Client to delay or to suspend the payment of the consideration for the goods supplied, not even partially.

The possible use of promissory notes, cheques or the authorisation to draw drafts covering the agreed price, shall never be considered as novation of the original credit, nor shall it cancel any "retention of title" agreement, nor any territorial competence; the price will still have to be paid at the offices of EVAPCO or in the designated bank account of EVAPCO.

Interest charges, discount, cashing expenses and costs related to exchange rates shall be borne by the Client, unless expressly differently agreed upon in writing.

If the time limit for payment expires, the Client shall be in default, and this without any requirement for the issue of a default notice nor taking into account any period of notice, and all claims of EVAPCO against the Client shall be immediately and fully payable. While in default, the Client shall owe a default interest of 1.5% per month or part of a month on the outstanding debts and be subject to any additional claims for damage relating thereto.

Should the Client fail to comply with the terms of payment of any other contractual term, EVAPCO shall have the right to suspend or delay the performance of its contractual obligations or to terminate the contract by giving written notice thereof, as well as the right to claim damages and any and all reasonable costs and expenses. In addition, EVAPCO shall have the right to delay or withhold shipping on other orders placed by the Client, even if Client has made payment thereon, and EVAPCO shall incur no liability whatsoever for delaying or withholding such shipments.

Where it is clear that the Client will not comply with the terms of payment or any other contractual term, and after having given the Client notice to provide sufficient guarantees for the proper performance of their obligations within a reasonable time period, EVAPCO shall have the right to suspend or delay the performance of its contractual obligations or to terminate the contract by giving written notice thereof, as well as the right to claim damages, losses, costs and expenses incurred by EVAPCO arising out of or in connection with the same.

EVAPCO shall retain ownership of all the goods provided or delivered until the price for these goods has been paid in full. The retention of title shall also apply to all other claims or outstanding debts of the Client which EVAPCO has or may acquire against the Client.

4. Delivery and Deemed Acceptance

The goods ordered by the Client shall be delivered directly Ex Works to the Client or to carriers, forwarding agents or representatives indicated by the Client.

The delivery date shown on the order confirmation is merely indicative and shall not be binding for EVAPCO. Any delay shall not entitle the Client to: (a) any damages penalties, compensation or expense; (b) cancel the order; (c) refuse delivery; (d) withhold payment; or (e) claim liquidated damages.

Partial deliveries shall always be allowed and do not provide any ground for damages or termination for the Client.

Delivery of goods is deemed, to all effects, upon the earliest of: (a) Ex Works EVAPCO upon written notice that the goods are ready, even when the delivery is executed by EVAPCO which shall, in this case, simply act as a demand of the Client; (b) physical handover to the carrier indicated by the Client; and (c) collection by Client or Client's agent.

When the goods ordered are delivered, the Client has to check them and has to notify EVAPCO within 3 (three) days of delivery in writing by means of a registered letter when the goods supplied do not correspond with what was expressly agreed between the parties. The Client is considered to have accepted the goods as they were delivered, unless the Client has notified EVAPCO by means of a registered letter within the aforementioned period.

The responsibility of EVAPCO ceases upon delivery of the goods in the manner stipulated above. The Client assumes all risk of loss, damage or shortage in transit and in storage, and any claims based thereon must be filed by the Client with the transportation company.

In the event the goods are produced and ready for delivery and the Client is unable to meet delivery or asks for a delay in delivery, EVAPCO shall take the necessary steps for the storage of goods as an extra payable service. The goods shall be deemed delivered on the date they are placed into storage. EVAPCO shall have no obligation to release, dispatch, deliver or make available the goods until all storage charges, related costs, and any other amounts due from the Client have been paid in full. In that case the storage procedure will be applied as defined in the applicable Operations and Maintenance Manual.

In the event the Client refuses to accept the goods or does not cooperate duly in accepting them, EVAPCO shall have the right to claim damages, losses, costs and expenses incurred by EVAPCO arising out of or in connection with the same. If the goods delivered in question are specifically and custom tailored for the Client, the Client shall still have to pay full price in addition to any costs related to safekeeping or holding of the goods at the facilities of EVAPCO and any and all losses, costs and expenses incurred by EVAPCO arising out of or in connection with the same.

5. Warranty

EVAPCO warrants that the goods are manufactured using materials and workmanship consistent with its applicable internal manufacturing standards and shall, at the time of delivery, materially conform to the laws of India and any written specifications expressly agreed between the Client and EVAPCO, subject always to the terms, limitations and exclusions set out in these GTC. The EVAPCO manufacturer's warranty statement is available on request.

EVAPCO warrants that its goods will be free from defects in materials and workmanship for a period of 18 months from the date of Ex Works delivery ("**Warranty Period**").

EVAPCO does not warrant that the goods will: (a) meet Client's production targets, yield expectations, or specific performance outcomes; (b) operate uninterrupted or error-free; (c) be compatible with Client's systems, utilities, software, consumables, or third-party equipment; (d) remain free from wear, degradation, calibration drift, or maintenance requirements.

EVAPCO undertakes during the warranty period indicated in art. 5 hereunder or during the other different term or period indicated on the order confirmation, to replace free of charge, any faulty parts, except for those parts damaged in the course of normal wear and tear or further to faulty installation, operation and/or maintenance. The part in question shall be supplied Ex Works EVAPCO.

Shipment charges and assembly expenses shall be entirely borne by the Client.

Replaced parts shall remain the property of EVAPCO and the Client

shall have to return them at its own expense.

The warranty shall not cover the cost of labour in replacing the parts/products nor their transport nor the transportation costs, but only the parts actually replaced.

The warranty is not applicable as long as there are overdue invoices which have not been contested by registered letter within 8 (eight) days after the post stamp, or within 5 business days if sent via email or any other digital method.

The warranty does not cover, and EVAPCO shall have no liability for: (a) normal wear and tear; (b) consumables, expendables, glass, lamps, belts, fuses, filters, batteries, lubricants, coatings, seals, hoses, and routine replacement items; (c) cosmetic defects not affecting core functionality; (d) installation, calibration, alignment, maintenance, cleaning, or adjustments not expressly included in the contract and the GTC; (e) defects arising from misuse, abuse, negligence, accident, improper storage, contamination, corrosion, exposure, overheating, overload, or operation outside specifications; (f) power fluctuation, electrical disturbance, utility failure, environmental conditions, cyber incidents, malware, or network disruption; (g) disassembly, repair, tampering, modification, relocation, or integration not previously authorized by Evapco; (h) use of non-approved parts, consumables, accessories, software, or ancillary equipment; (i) defects caused by Client's drawings, specifications, instructions, or materials; (j) third-party products or components, which shall only carry the original manufacturer's warranty, if any, assignable to Client to the extent available; (k) any goods that has not been fully paid for.

Upon the expiry of the Warranty Period, no further request can be made to EVAPCO. In case of force majeure, as defined in art. 9 of the GTC, there is no warranty.

Warranty claims not notified in writing within the Warranty Period are irrevocably waived.

The Client shall ensure that water quality, water treatment, passivation practices, operating conditions and maintenance procedures remain within the limits and requirements specified in EVAPCO's applicable Operation and Maintenance Manual. Failure to comply with such requirements shall void the warranty to the extent the non-compliance causes or contributes to the claimed defect, damage or failure.

The warranty here-above excludes any other guarantee or remedy, express or implicit, and does not entitle to any further indemnity or damage, whatever its nature and by whoever claimed.

Except as expressly set out in this article, the goods and equipment supplied by EVAPCO to the Client is supplied on an "as is" and "as available" basis to the maximum extent permitted by applicable law, and EVAPCO disclaims all other warranties, conditions, representations, and undertakings, whether express, implied, statutory, or otherwise, including merchantability, fitness for a particular purpose, satisfactory quality, non-infringement, course of dealing, or usage of trade.

6. Claims

All claims regarding quantity or quality defects or lack of compliance shall have to be put forward by the Client, under penalty of forfeiture, by means of a registered letter addressed to EVAPCO within 15 (fifteen) days of delivery (in case of obvious defects) or within 15 (fifteen) days of discovery (in case of latent defects).

In any event, all claims shall have to be put forward within the Warranty Period.

The fact that requests or claims based on the warranty have been put forward, shall not entitle the Client to delay or suspend the payment of the consideration for the products supplied, not even partially.

7. Manufacturer's Liability

Being stated that, as far as the characteristics of the goods are concerned, EVAPCO operates in accordance with the technical rules and laws in force in India, the Client shall bear the risk of any difference between the Indian provisions and the provisions of the country of destination of the products, thus holding EVAPCO blameless.

EVAPCO shall be liable, within the limits provided for by Indian law, for damages to both persons and property caused by the products sold.

EVAPCO shall never be deemed liable for (a) any indirect, incidental, special, exemplary, punitive, or consequential damages; (b) loss of production, lack of profit or loss of revenue, loss of business, loss of opportunity, loss of anticipated savings, or loss of goodwill; (c) downtime, idle labour, project delay, escalation costs, liquidated damages payable by Client to third parties, cost of substitute goods, cost of

removal/reinstallation, or recall costs; (d) loss or corruption of data, software, settings, or configurations; (e) any third-party claim against Client. EVAPCO shall not be liable for any claim arising from: (a) Client's failure to mitigate loss; (b) continued use of allegedly defective goods; (c) use contrary to manuals or instructions; (d) alteration, repair, or interference by anyone other than Client; (e) combined use with third-party items not approved by EVAPCO; (f) delay in notifying a claim. In addition, notwithstanding anything else in the GTC or any document, EVAPCO's liability of any kind whatsoever, with respect to the goods purchased hereunder (whether in contract, tort (including negligence), warranty, strict liability or otherwise), shall not exceed, in the aggregate, the purchase price for the goods or services provided by EVAPCO pursuant to this order.

The Client waives any right to seek non-contractual liability against EVAPCO, as well as against its employees, affiliates, directors, officers and other agents. EVAPCO's employees, affiliates, directors, officers and other agents are third-party beneficiaries of this provision.

8. Returns

Goods may not be returned by the Client to EVAPCO except by permission of authorized factory officials of EVAPCO. In case where EVAPCO accepts return of the goods, the Client will be responsible for subsequent costs, including but not limited to procurement costs; customization and engineering charges; packing, freight, storage, demurrage, and handling charges. In addition, notwithstanding anything else in any document, EVAPCO's liability of any kind whatsoever (whether in contract, tort, warranty or otherwise), shall not exceed, in the aggregate, the purchase price for the goods or services provided by EVAPCO.

9. Force Majeure

When EVAPCO is unable to execute (in total or in part) the delivery of the products due to events of force majeure, it shall forthwith give notice thereof to the Client.

The delivery will therefore be suspended, within the limits of the impediment caused by any force majeure, for the entire period during which the force majeure question prevails. When the force majeure prevails for a continuous period in excess of 45 (forty-five) days, EVAPCO shall be entitled to terminate the contract, by returning to the Client any net amount advanced. In this case the Client shall not be entitled to damages nor shall the Client have any right to charge EVAPCO for any replacement or substitution the Client undertakes or seeks.

A force majeure event affecting EVAPCO shall not relieve Client of its obligation to pay amounts already due or to reimburse costs already incurred.

"Force majeure" means, any circumstances beyond the reasonable control of EVAPCO, such as, but not limited to, fire, flood, strikes, lockout, labour disputes or other industrial disturbances, (declared or undeclared) war, embargoes, epidemics, blockades, legal restrictions, riots, insurrections, governmental regulation or action, custom clearance, and any act of God.

10. Retention of Title

Until the Client actually pays for the goods in cash and in full, including any incurred costs, interests or damages, the goods supplied by EVAPCO, even if incorporated or otherwise changed, shall remain the property of EVAPCO who will be entitled to claim them back wherever they may be. During this period, the Client shall (a) act as a bailee of the goods supplied, thus undertaking all the liabilities connected therewith, and shall look after them and insure them against damage, destruction, theft, fire, loss, force majeure (as defined in art. 9), etc.; (b) not remove, deface, or obscure any identification mark, serial number, packaging mark, or proprietary notice; (c) maintain the equipment in satisfactory condition; (d) not sell, lease, pledge, charge, mortgage, process, consume, part with possession of, or otherwise dispose of the goods except with EVAPCO's prior written consent.

If Client resells the goods before title passes with EVAPCO's written consent, Client shall hold the proceeds of sale in trust for EVAPCO and shall keep such proceeds separate from its own funds.

Client hereby grants EVAPCO, its employees, agents, and contractors an irrevocable licence to enter any premises where the goods supplied to the Client by EVAPCO is or may be stored, to inspect, identify, recover, repossess, dismantle, or remove the goods if any amount due is unpaid.

Client shall not oppose, obstruct, or delay repossession and shall reimburse all costs incurred by EVAPCO in connection with repossession, dismantling, storage, and recovery.

11. Compliance and Usage Restrictions

Client shall comply with all laws applicable to transport, storage, installation, operation, maintenance, labour, environmental protection, safety, and disposal of the goods. Client shall obtain and maintain all approvals, licences, registrations, and consents required for its site and intended use. Client shall not use the goods in any prohibited, hazardous, unlawful, or export-restricted end use unless expressly approved in writing by EVAPCO.

12. Confidentiality

All commercial, technical, pricing, product, and contractual information disclosed by EVAPCO to the Client shall be 'confidential'. Client shall not disclose such confidential information to any person except its employees who have a strict need to know and are bound by confidentiality obligations. Client shall not use EVAPCO's confidential information for any purpose other than performance of the contract.

13. Non-Disparagement

Client shall not, at any time during the term of the contract and thereafter, make statements or representations, or otherwise communicate, directly or indirectly, in writing, orally, or otherwise, or take any action which may, directly or indirectly, disparage EVAPCO or any of its subsidiaries or affiliates or their respective officers, directors, employees, advisors, businesses or reputations. Notwithstanding the foregoing, nothing in this GTC shall preclude Client from making truthful statements that are required by applicable laws, regulation or legal process.

14. Indemnity

Client shall indemnify, defend, and hold harmless EVAPCO, its affiliates, licensors, subcontractors, and their respective directors, officers, employees, and agents from and against any and all claims, losses, damages, liabilities, penalties, costs, and expenses (including attorneys' fees and expenses), including loss of profit, loss of revenue, and loss of business opportunity, arising from or in connection with: (a) Client's storage, handling, transport, installation, operation, modification, maintenance, or misuse of the goods; (b) Client's breach of the GTCs or the contract or applicable laws including any cancellation of an order, wrongful termination, wrongful refusal to accept delivery, or failure to take or pay for the goods in accordance with the purchase order; (c) Client's premises, site conditions, utilities, systems, personnel, or contractors; (d) infringement claims arising from designs, specifications, instructions, or materials supplied by the Client; (e) bodily injury, death, or property damage occurring after risk has passed; (f) tax losses or regulatory liabilities attributable to the Client. EVAPCO may conduct the defence of any claim covered by this indemnity, and Client shall provide full cooperation.

15. Suspension And Termination

EVAPCO may suspend or terminate the contract, in whole or in part, immediately upon written notice if: (a) Client fails to pay any sum when due; (b) Client breaches any provision of the contract and/or the GTC; (c) Client refuses or delays delivery, or acceptance; (d) Client's financial condition deteriorates in EVAPCO's reasonable opinion; (e) insolvency proceedings are initiated by or against Client; (f) continued performance may expose EVAPCO to legal, regulatory, reputational, or credit risk.

Upon suspension or termination: (a) all outstanding amounts shall become immediately due and payable; (b) EVAPCO may cease performance and repossess unpaid goods; (c) Client shall pay for all work completed, costs incurred, and commitments made; (d) EVAPCO shall have no liability for any resulting loss, delay, or third-party claim.

Client shall have no right to terminate for convenience.

16. Governing Law, Dispute Resolution and Jurisdiction

Governing Law: All issues, questions and disputes concerning the validity, interpretation, enforcement, performance and termination of any contract between EVAPCO and the Client, and the present GTC, as well as all tort matters and other matters of pre- and extra-contractual liability between EVAPCO and the Client, as well as the settlement of possible disputes arising there from, shall be governed by and construed in accordance with Indian laws.

Dispute Resolution: Any and all disputes or differences between the parties arising out of or in connection with the validity, interpretation, enforcement, performance and termination of these GTC and or any contract between EVAPCO and the Client ("**Dispute**"), shall so far as it is possible, be settled amicably between them, within fifteen (15) days following written notice of Dispute.

If the parties have failed to reach an amicable settlement, the Dispute shall be submitted to arbitration at the request of either of them upon written notice to that effect to the other and such arbitration shall be conducted in accordance with the arbitration rules of the Mumbai Centre for International Arbitration. The juridical seat and venue of arbitration shall be Mumbai, Maharashtra. The arbitral procedure shall be conducted in the English language. The Parties agree that the award of the arbitrators shall be final and binding upon them and that none of them shall be entitled to commence or maintain any action in a court of law upon any matter in dispute arising from or in relation to this contract and the GTC, except for the enforcement of an arbitral award granted pursuant to this article, or to the extent permitted under applicable laws. The provisions contained in this article shall survive the termination and/or expiration of contract.

Jurisdiction: Subject to Dispute Resolution provisions above, the courts of Mumbai will have exclusive jurisdiction in respect of any Dispute.

It is however agreed that EVAPCO shall also have the right to bring legal actions against the Client before the Court of the place where the latter has its offices or where goods have been received.

To the extent required and allowed, the Client hereby expressly waives its right to submit any dispute arising in connection herewith to any other jurisdiction.

All costs and expenses made by EVAPCO related to recovery of amounts owed through judicial or legal means as well as the cost and expenses of any legal counsel that EVAPCO calls upon in such an event shall be borne by the Client.

17. Invalidity or Nullity

In the event any of the above articles or any part of these GTC are found by a Court or any other entity with jurisdiction to rule as such, to be invalid or null, such invalidity or nullity shall only affect the particular article or part in question, with as narrow, in size and scope, an interpretation as possible of the affected part, so as to keep a maximal amount of the GTC intact.

18. Miscellaneous

Assignment: Client shall not assign, transfer, or novate the contract without EVAPCO's prior written consent.

Severability: Invalid provisions shall be severed and the remainder enforced to the maximum extent possible.

Entirety: The GTC, together with Client's purchase order, constitutes the entire agreement between EVAPCO and the Client in relation to the subject matter hereof and supersedes all prior communications and documents.

Survival: All such provisions of the GTC, together with Client's purchase order, which by their nature survive the termination or expiration, shall do so to the extent required thereby for the full observation and performance by any or all of the parties hereto.

The Client declares that he is aware of and accepts the General Conditions here above.

Client's Signature:

By: _____

Name:

Title:

Date: