



## General Terms and Conditions

The term "our", "us", or "we" means Graepel Perforations India, or an affiliate. The term "you" means the person or entity purchasing goods identified on the attached order from Graepel Perforations India.

### § 1

#### General information

These General Terms and Conditions apply to the contractual relationship between the supplier Graepel Perforations India Private Limited and the customer company. These General Conditions are governed by the Indian Laws.

The term "our", "us", or "we" means Graepel, or an affiliate. The term "you" means the person or entity purchasing goods identified on the attached order from Graepel.

### § 2

#### Applicable Terms

- (1) The order form attached hereto is expressly conditional upon your assent to all the terms and conditions herein, including any terms additional to or different from those that you have proposed. These General Terms and Conditions supersede any provisions, terms, and conditions contained in writing you may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms and conditions hereof.
- (2) These General Terms and Conditions shall apply to all future business transactions and purchases between you and us. All transactions and business practices abide by our compliance guidelines as stated on our website at <https://www.graepel.de>.



### **§ 3**

#### **Orders**

- (1) No proposed order shall be deemed final and binding upon us until we have executed and returned to you an order confirmation or acknowledgement. You may not withdraw or cancel a proposed order once delivered to us without our express written consent.
- (2) Either party may terminate an order upon 3 months prior written notice to the other party. If you terminate an order pursuant to this section, you shall pay us all costs and expenses incurred in connection with the order and termination thereof.
- (3) Any order or any acceptance of the products constitutes full and entire acceptance of these General terms and all the terms of Graepel offer including the PPAP. The first order from the Customer shall be considered as an acceptance of last PPAP file provided by Graepel.

### **§ 4**

#### **Price and Adjustments**

- (1) Our basis prices are stated in Indian Rupees without tax, packaging, freight, postage, insurance, customs duties or fees. You are liable for the payment of all taxes and all costs including freight, insurance and fees. The prices apply to the goods specified in our confirmation of order. Extra or special services will be charged separately.
- (2) Upon written request of a party, the purchase price for the following goods may be adjusted for material changes in labor and/or material costs:
  - a. goods that takes more than 3 months to produce; or
  - b. tooling created by us that takes more than 6 months to produce. If the parties are not able to agree on a requested price adjustment, then either party may terminate the order upon 30 days prior written notice to the other party; however, we shall be paid for all costs and expenses we incurred in connection with the order and termination thereof.

- (3) You may place an open order for goods based on your forecasts. However, the open order shall provide a target order number which will be used by us to plan production. If you purchase less than the target number, we have the right to reasonably increase the unit price for the goods purchased by you to cover our costs based on the target number to be purchased.

## **§ 5**

### **Confidentiality**

- (1) Each party shall use all documents, samples, models, data, and knowledge (collectively "Confidential Information") obtained through this business relationship only for the purposes herein expressed, shall treat the Confidential Information with the same care as its own information, and shall not disclose the Confidential Information to third parties. This Section shall survive termination of the parties' relationship as long as the Confidential Information is treated as confidential by the disclosing party.
- (2) Confidential Information shall not include documents and knowledge generally known or already known by the public at the time of receipt, information or knowledge transmitted by a third party entitled to disclose such information or knowledge, or information or knowledge developed by the receiving party without any use of the other party's information or knowledge.
- (3) The expenses incurred by Graepel for the research, the creation of tooling and adjustment of manufacture shall be the subject of customer's financial participation. Tools which are designed by Graepel and adjusted to its method and its equipment shall remain Graepel sole property. The Customer's participation in tooling expense shall not entail any transfer of material or intellectual property rights or know-how.

## **§ 6**

### **Drawings and Descriptions**

- (1) If either party makes drawings or other technical documents available to the other party regarding the goods to be delivered or regarding their production, the party providing such drawings or technical documents shall retain title thereto and all responsibility and liability with respect to the use thereof.

## § 7

### Means of Production

- (1) If goods ordered require us to use or create special means of production (tools, molds, templates, etc.), you shall be invoiced for the production costs of such items unless we agree otherwise in writing. The cost of such means will be invoiced separately from the goods delivered.
- (2) The means of production may be released to you upon your written request and the later of
  - a. the ordered goods are accepted and paid for in full, and
  - b. you have paid our production costs for the means of production.
- (3) If you have not requested delivery of the means of production within 3 years of the time set forth in subsection 2, ownership of the means of production shall pass to us.

## § 8

### Terms of Payment

- (1) Except as otherwise agreed in the purchase order or as set forth herein, payments shall be due and owing within 30 days of the invoice date. If we agree to a discount, you can only take the agreed discount if you are not in default. The advance payments are made without discounts, unless otherwise agreed in a specific agreement.
- (2) If partly defective goods have been delivered by us, you shall nevertheless be obliged to make payment for the defect-free part. You can only set off amounts that have been awarded by final judgment or are undisputed by us.
- (3) In the event a payment is received by us after the due date, we have the right to charge interest at the rate 1.5% per month. Any delay in payments within due date shall automatically entitle Graepel to obtain from customer a fixed sum of INR 5,000 (five thousand only) as compensation for recovery costs and, at Graepel's sole discretion, may withhold shipment of products, institute new terms of payment, cancel any order and not liable for direct or indirect consequences arising from such situation. In addition, Graepel shall be entitled to obtain reasonable compensation from the customer



for any recovery costs exceeding that fixed sum and incurred due to the customer late payment.

- (4) If we have reason to believe you will default or there is an event of default, we can with prior notice to you either suspend the performance of our obligations until receipt of payment, or terminate the order. We shall retain all remedies available at law or in equity upon any breach.
- (5) The customer undertakes not to engage into any illicit debiting or crediting or not to invoice Graepel for any amount that has not been expressly acknowledged by the latter as being its responsibility. Any automatic debit shall constitute an outstanding payment and shall give rise.

## **§ 9**

### **Delivery**

- (1) Delivery dates and delivery periods indicated by us are only approximate unless a fixed date or period is expressly promised or agreed in writing. If we can foresee that the goods cannot be delivered by an identified delivery date, we will inform you, stating the reasons and if possible also the expected time of delivery. We shall not be liable for any delays caused by matters outside of our control and the parties agree that a delivery date for ordered goods shall be extended based on the following events: your acts or omissions, acts of god, inclement weather, labor disputes, unrest, government action, failure by our suppliers to supply, and other unforeseeable, unavoidable and significant events.
- (2) Delivery shall be F.C.A. our plant, and all freight and delivery costs from our plant shall be at your cost.
- (3) The delivery of ordered goods is contingent on your performance of all obligations herein and the delivery of documents, permits, or releases requested by us.
- (4) Partial deliveries or deliveries in instalments on an order are permitted unless otherwise agreed.



## **§ 10**

### **Title and Risk of Loss**

- (1) Once we notify you that the goods are ready for shipment, you must promptly arrange pick up and/or delivery. If the goods have not been picked up or shipped within 3 days of notice to you, we shall have the right either to ship the goods to your address or to store them at your expense and risk. If the goods are stored, you must pay a storage fee to us for such storage amounting to 0.5 % of the purchase price at the beginning of every month, but such fee shall not exceed 5% of the purchase price. The storage fee may be increased without notice.
- (2) Title and risk of loss shall pass to you upon the earlier of the following:
  - a. you are notified that the goods are ready for shipment;
  - b. the goods are handed over for delivery; or
  - c. the goods are stored as provided above.

## **§ 11**

### **Inspection**

- (1) You shall have the right to inspect the goods at the point of shipment. Claims for defective goods shall be deemed waived and released by you, unless made in writing to us within 3 days of receipt of the goods.
- (2) In case of any justified complaint about quality defects made within the above time period, we, at our option will remedy the defect or deliver a defect-free product.

## **§ 12**

### **Default and Remedies**

- (1) Upon our failure to comply with any provision of these Terms and Condition or the purchase order, you shall provide us with written notice of the breach.



### **§ 13**

#### **Ownership of Proprietary Information**

- (1) We shall at all times have and retain title to all drawings, specifications, designs, concepts, and Confidential Information furnished to you in connection with the goods, and you acknowledge that all such items are our sole proprietary information. You shall not disclose any of our proprietary information to any person or entity. If the goods or our proprietary information is processed or inseparably mixed with other goods not belonging to us, we shall acquire co-ownership of the new items.

### **§ 14**

#### **Limitation of Liability and Indemnification**

- (1) In no event will we be liable for incidental, consequential, special, contingent or secondary damages or injuries, including but not limited to loss of profits, productions or products, rental or substitute equipment or other commercial loss. Our liability shall in no event exceed the price paid for the goods. In no event shall we be liable for punitive damages.
- (2) You assume full liability for and agree to indemnify and hold us harmless from your breach of these Terms and Condition and the purchase order, and any and all claims and legal actions including without limitation damage to property, personal injury, and death, made by anyone, relating to the ownership, or use of the goods (even if we assisted in the design or development of goods or tooling), unless such claims are the sole and direct result of our gross negligence or willful misconduct.

### **§ 15**

#### **Governing Law and Jurisdiction**

- (1) All disputes, controversies or differences that may arise between the parties hereto, out of or in relation to or in connection with contractual relationship or for the breach thereof, shall be settled amicably through negotiations in good faith. Should the parties fail thereby to resolve a dispute, a party may request that the matter be settled in an arbitration proceeding in accordance with the rules and under the provisions of the Arbitration & Conciliation Act, 1996. The said proceedings shall be conducted in the English language. A single Arbitrator shall be nominated jointly by the parties. The

As of: January 7, 2021

Graepel Perforations India Pvt. Ltd.  
Khasra No-120, Village Bhagwanpur,  
Derabassi-Barwala Road, Derabassi  
Distt. –SAS Nagar (Mohali),  
Punjab – 140507, India



place of Arbitration shall be Chandigarh. The Arbitrator Award shall be final and binding on both the parties. All matters concerning Arbitration shall be maintained confidential.

- (2) In the absence of amicable agreement, it is expressly agreed that any dispute relating to the contract shall be subjected to the laws of India and shall be of exclusive jurisdiction of the court of Chandigarh, India.

## **§ 16**

### **Miscellaneous**

- (1) Each provision of these Terms and Conditions is completely severable, and the invalidity of any one or more of such provisions shall not affect the validity of the other provisions hereof.
- (2) These Terms and Conditions supersede all previous negotiations or agreements. These Terms and Conditions can only be modified if agreed in writing by both parties.