

**EGGER PUMPS INDIA PVT.LTD.**

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## **GENERAL TERMS & CONDITIONS OF PURCHASE**

PUR/T&C/RI/00\_ Dated 01-06-2024.

### **Clause 1: Formation of the contract**

These General Terms and Conditions of Purchase ("**GTCP**") govern all purchases made by Egger Pumps India Pvt Ltd (the "**Company**") from its suppliers, whether of tools, equipment, parts, components, assemblies and subassemblies, raw materials, or services (the "**Supply(s)**"). An order (the "**order**") includes the purchase order issued by the company and sent to its supplier (the "**supplier**"), these GTCs, as well as the documents that define the characteristics of the supplies (drawings, specifications, etc.). All orders are therefore subject to these GTC and to the specific conditions of the order, to the exclusion of any printed or handwritten clauses to the contrary. The mere fact of proceeding with the design, manufacture, delivery, and invoicing of the supplies ordered implies acceptance of the order, its special conditions, and these GTC by the supplier. Under no circumstances may the supplier invoke its own general clauses appearing on its business papers. No verbal agreements amending the terms of this order are valid unless both the purchaser and the supplier mutually agree in writing. Any specific points related to the "GTCP" titles mentioned on the purchase order notes will supersede the below terms.

### **Clause 2: Order validity**

The supplier must confirm the order within three (3) days from the order date; this confirmation constitutes acceptance of the order, these general terms and conditions, and the specific conditions stipulated. In the absence of a response within this period, the supplier is deemed to have accepted all the terms of the order. Any comments from the supplier must be submitted, point by point, for approval to the company with the order confirmation.

### **Clause 3: Revisions to the order**

The supplier must study any revisions that the company may legitimately request from it about the subject of the order, its specifications, its quantity, and/or its delivery. The supplier must fully respond to its means. The prices are as per the contract or offers.

### **Clause 4: Compliance with regulations**

The supplier must ensure that the supplies are as per the order in accordance with the laws, regulations, and standards regarding health, safety, environmental protection, labour law, tax, and customs regulations in force in each state involved in their production. The supplier also undertakes to ensure that the supplies meet in all respects the legal and regulatory requirements in force concerning the qualities, composition, presentation, and labelling of the goods, as well as the documents necessary for transport operations and formalities.

### **Clause 5: Quality assurance – Controls and tests**

The quality assurance model adopted in relations between suppliers and the company is defined in the ISO 9001 standard. However, other provisions may apply at the request of the supplier and after agreement by the company.

The company reserves the right to request, at any time, the implementation of a "Quality Assurance Plan" on supplies.

The supplier must authorise the performance of system, product, or process quality audits conducted by company auditors. The supplier must make available to the company the necessary means of control without releasing it from liability or valid acceptance of the supplies. The supplier must agree to the scope of the audit to preserve manufacturing secrets. In the event of major deviations, an action plan shall be defined between the different partners.

If the supplier notices the non-conformity of the supply, it must be reported to the Quality Department of the company. If applicable and only at the request of the company, shipment is to be done to the company Quality Department for acceptance by formal exemption. Except for this exemption, the supplier remains responsible for non-conformities in the supply, for defects that could affect it, and for the

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consequences that could result therefrom. A formal exemption in no way affects the mandatory nature of the delivery deadline originally stipulated, and the supplier is required to always respond to it.

The supply must meet in all respects the specifications mentioned on the order (plan, specifications, standards, particular specifications, etc.). The supplier must verify each time an order is received that it is in possession of the documents with the indices stipulated on the order and that the specifications given on the order are consistent. Failing this, he must immediately inform the company.

When the Company Quality Department detects a defect and opens a non-conformity report, the supplier undertakes to analyse the defect (determination of the root cause(s)) and implement a corrective action plan so that the defect does not recur.

The supplier is responsible for the quality of the supplies and their compliance with the order. The documents certifying this must clearly establish the conformity of the batch of supplies delivered with the specifications of the order as well as the traceability of the supplies. The provision of these documents for each delivery might be required as a special condition appearing in the specifications or in another contractual document.

The existence of checks conducted upon receipt or on finished products by the company does not relieve the supplier of its responsibility to provide a compliant supply without defects.

**Clause 6: Delivery times**

The delivery times mentioned in the orders are referred to as "strict delivery times" and must be strictly respected. In the event of acceptance by the company of early delivery, payments will be made in accordance with the initial contractual payment terms.

If delivery is delayed beyond the scheduled date, the supplier must immediately inform the company in writing.

In the event of exceeding the delivery times provided for in the order, even if only for part of the order, the company reserves the right to its sole choice, without prejudice to any actions for damages and interest, whatever the cause of the delay:

without formal notice, to demand delivery by rapid service at the supplier's cost.

without formal notice, to reduce or cancel without compensation the order or the part of the order not delivered on time, and to obtain supplies from another supplier.

The subsequent additional costs, including additional supply costs, will be debited to the supplier, and can be deducted from the amounts owed to it.

Delivery will be treated as completed only after receipt of all deliverables according to the PO, including certificates.

The company may postpone the delivery with prior information; depending on the stage, milestone payments will be provided after mutual discussion. The company will inform you prior and may provide advance payment for the materials ordered (to hold) on successful quality verifications when the items are ready.

Unless there is a special request from our side to prepone the delivery date, please stick to the PO delivery date and supply the materials for that date at our works. Earlier delivery was not acceptable.

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**Clause 7: Late penalties**

Without prejudice to any higher compensation, the delay penalty is set at one percent (1%) of the amount of the disputed delivery per week of delay, up to a maximum of ten percent (10%) of the amount of the order in question. These amounts include the price of the goods and/or services as well as any related ancillary costs (postage, delivery charges, etc.).

**Clause 8: Place and terms of delivery of the goods**

Any delivery of goods by the supplier or its carrier must be made to the location specified on the order and within the time slots communicated to the supplier. Delivery must be accompanied by a delivery note mentioning the order number, the items delivered, the quantity, the date of dispatch, the weight, and the packaging, as well as a transport slip mentioning the address of delivery, weight, and packaging. Supplies must be delivered in appropriate packaging. Signing the delivery note and the transport slip only has the effect of noting the arrival of the packages. From then on, the supplier always remains the guarantor of the conformity of the order and the goods covered by it.

Except in exceptional cases expressly provided for in the order, delivery takes place to Company with packaging, as well as net of all duties to the place of delivery indicated in the order, all risks of loss and damage being borne by the supplier to this location. It is up to him to ensure accordingly.

**Clause 9: Terms of acceptance**

The company reserves the right to notify, by any means commonly used, of losses, damages, or non-compliance of supplies observed during unpacking or subsequent inspections. Any supplies that do not conform to the specifications of the order or to the usual quality criteria and current standards may lead to the outright refusal of the goods by the company, either upon delivery or within a reasonable time required to conduct the appropriate inspections after delivery. In this case, and without prejudice to the rights and remedies available to the company, the company reserves the option at its sole discretion.

Terminate all or part of the order by any means commonly used, without the supplier being entitled to any compensation.

If required, the supplier will replace the rejected supplies or bring them into compliance within the agreed-upon time limit at their own expense.

Transfer to the supplier the expenses and liabilities that the company incurs in conducting its customer contracts.

The above measures will be taken cumulatively.

In the event of the rejection of supplies, the supplier shall be notified and must arrange for the removal of the rejected goods, at their own expense and risk, within ten working (10) days following the rejection notification. If this period elapses, the company may have the goods removed by any means it deems appropriate, at the supplier's expense and risk.

The settlement of the entire invoice for the rejected supplies will be held pending until acceptance is regularised by one of the following means:

replacement, bringing the supplies into conformity, or issuing a partial or full credit note.

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All consequent expenses incurred by the company were invoiced to the supplier and may be subject to offsetting against the amounts owed to the supplier, which the supplier expressly accepts under these terms and conditions.

**Clause10: Pricing, Payment Terms, and Invoicing**

The price of the order is the price indicated on the order or the result of the price calculation terms specified in the order. It is firm, non-revisable, and corresponds to a purchase delivered to the delivery location specified by the company. Unless otherwise specified, the prices mentioned on the orders are understood to be free of carriage and packaging charges. Taxes are never included in the established price.

A change in price can only result from an amendment to the order.

Invoices must be sent exclusively by mail to the company and must necessarily include the order number and the delivery slip number(s). They must include all legal references.

The supplier agrees that corrections of amounts billed to the company (made necessary due to material invoice errors, shortages, or rejections upon receipt) may result in the withholding of payment for the respective invoices until the corresponding credits are received. Unless otherwise agreed, the banking fees associated with the payment of invoices are the responsibility of the beneficiary.

Our standard payment term will be 45 days from the invoice date.

**Clause 11: Warranty**

Unless otherwise specified, in addition to the legal warranty for hidden defects, the acceptance of orders implies a warranty (parts, labour, and travel) for the supplies against any defects in design, manufacture, assembly, or operation, against any material defect, or any other fault, for a minimum period of thirty-six (36) months, starting from the date of commissioning, receipt, usage, or process.

If the supplies are burdened with a defect as mentioned above or any other fault, the company may require the supplier, without prejudice to the rights and remedies available to the company otherwise.

to repair or replace the supplies promptly, at the supplier's expense and risk. If the supplier is unable to do so, the company reserves the right to conduct or have conducted, at the supplier's expense, the necessary corrective actions.

to refund the full amount paid for these supplies.

The company will debit the value of the rework or rejection accumulated for the defective part or process from the outstanding supplier account.

to compensate for the consequences that the defects or faults cause to the company's customers and/or to the company itself.

In any case, the company is authorised, as well as its customer, to return defective or faulty supplies to the supplier at the expense, risk, and peril of the latter, including the costs related to their shipment.

The supplier cannot use the payment of an invoice as grounds to oppose the claims of the company or its customers concerning the corresponding supplies.

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Any replaced supply is subject to a warranty of the same scope and duration as the warranty for the initial order. Furthermore, at the end of the warranty period, the supplier ensures, to the best of their ability, the availability of the delivered supplies. All consequential expenses incurred, directly or indirectly, by the company are invoiced to the supplier and may be subject to offset against the amounts owed to the supplier, which the supplier expressly accepts under these terms and conditions.

**Clause 12: Termination of the Contract**

In the event of a supplier's failure to meet any of its obligations, regardless of the cause of the failure, except in cases of force majeure, the company reserves the right to terminate, by operation of law, whole or part of the order without compensation, without prejudice to the rights and remedies available to the company otherwise.

In exceptional cases, the company reserves the right to terminate an order due to reasons attributable to its customer after notifying the supplier. In such instances, the company compensates the supplier for all costs legitimately incurred in the execution of the order, with the understanding that the supplier takes all necessary measures to minimise its losses. The compensation in no case exceeds the amount of the order. The company then becomes the owner of the goods supplied, produced, or in progress.

**Clause 13: Industrial and Intellectual Property - Confidentiality**

All tools, models, equipment, plans, software, specifications, and other informational items provided by the company under the contract shall always remain its property and may only be used by the supplier for the purposes of fulfilling the contract. The supplier must keep these documents and other informational items confidential and return them to the company upon request. Regarding external design offices or subcontractors, the supplier must take care to avoid any disclosure detrimental to the interests of the company. In no case and under no circumstances, except with the prior written agreement of the company, shall its orders lead to direct or indirect advertising by the supplier.

In the event of the supplier's failure to comply with these obligations, the company reserves the right to terminate, by operation of law, without compensation, any ongoing order, without prejudice to the rights and remedies available to the company otherwise.

The supplier guarantees that the delivered goods conform to the order and are not subject to any claims of industrial or intellectual property (patents, trademarks, designs, copyrights, etc.).

In any case, the supplier is required to indemnify Company from any action related to unfair competition or infringement of industrial property rights concerning the supplies covered by the contract, brought by third parties against either Company or its customer, and the consequences of such actions, regardless of the time elapsed after the physical receipt of the supplies.

Inventions, patents, designs, trademarks, and models, and, more generally, all industrial property rights that may be generated through the execution of these General Conditions of Agreement, are exclusively the property of the company.

**Clause 14: Documents – Notices**

The supplier undertakes to provide the company with all technical documents, including but not limited to drawings, diagrams, maintenance, user, operation, or instruction manuals, operating software, calculation notes, certificates of conformity, and safety data sheets, related to the delivered supplies and necessary for a proper assessment of the quality of these supplies, as well as for their proper operation and maintenance. All documents are written in English.

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**Clause 15: Insurance**

The supplier undertakes to fully indemnify the consequences of bodily, material, and immaterial damages, including costs and convictions resulting from acts or omissions, whether during or after the execution of the contract, caused by the supplier, its subcontractors, employees, or agents, or resulting from its supplies or those of its subcontractors. The supplier subscribes to and maintains in force an insurance policy covering its liability (operation and post-delivery material and immaterial damages—consequential and non-consequential damages) and must be able to provide proof of this insurance at any time upon request by the company.

**Clause 16: Assignment and Subcontracting**

The supplier refrains from assigning the order, subcontracting its execution, or contributing it to a group or company without the prior written consent of the company. Even after obtaining this consent, the supplier remains responsible to the company for the complete execution of the order within the specified time limits. The supplier is responsible for all services performed and supplies delivered by all its subcontractors.

**Clause 17: Subcontractors**

Orders placed with suppliers who are subcontractors of the company are subject to all the clauses of these General Conditions of Agreement that concern them. The products provided by the company for subcontracting operations remain its property under all circumstances, and the company has the right to reclaim them at any time at the premises of its subcontractors. For this purpose, the company is already authorised, as are its employees and agents, to enter their premises.

The delivery of the company's products transfers the risks to the subcontractor; maintenance, security, insurance, and all other risk coverage measures for the goods from the time of delivery are the responsibility of the subcontractor.

The subcontractor remains responsible for all risks of deterioration, loss, partial damage, or destruction of the goods entrusted to them, regardless of the cause of the damage, even if it is a fortuitous event or force majeure.

In this regard, the subcontractor proactively provides the company with a certificate of insurance in which the products entrusted to them are declared as insured against all risks and all claims they may cause (liability insurance) and against all risks and all claims they may suffer (damage insurance).

The subcontractor commits to storing the goods entrusted to them in a healthy location designated for this purpose and in compliance with the safety standards in force in the areas of safety and handling. This location should have a sign indicating that the products belong to the company, with wording such as "Products owned by the company."

The subcontractor is solely responsible to the company and/or its client for any non-conformities, defects, or faults that may affect the products entrusted to them and that are the direct or indirect result of the subcontracting operations assigned to them. The same applies in the case of a delivery delay that can be directly or indirectly attributed to them. In this regard, Clauses 6, 7, 10, and 12 of these General Conditions of Agreement define the responsibilities they incur.

In the event that products entrusted to the subcontractor for subcontracting operations are found to be affected by non-conformity, defects, or faults, the subcontractor must, upon request from the company, provide all the documents demonstrating that they have carried out their service under the required and necessary conditions so that the entrusted products could not have been affected by non-conformity, defects, or faults during this process. In the absence of such documentation, if the non-conformity, defect, or fault can be linked to the execution of their service, the subcontractor is then responsible for all the consequences.

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**Clause 18: Dispute with a Supplier**

In the event of a dispute with a supplier, only documents written in English are considered valid.

**Clause 19: Disputes with Third Parties**

If a third party initiates legal action against Company based on the supplier's performance of the contract or their supplies to Company within the scope of the order, the supplier must cover their expenses and, upon request from Company, join with them to ensure the defence in the relevant legal proceedings.

**Clause 20: Changes in the Legal Status of the Supplier**

The supplier undertakes to notify the company within fifteen (15) days of the occurrence of any changes in the composition of its capital, management, legal forms, or financial structure, as well as any judgements it may be subject to, such as judicial reorganisation or liquidation of assets.

**Clause 21: Applicable Law and Jurisdiction**

This agreement shall be governed, interpreted, and construed by, and in accordance with, the laws of the Government of India subjected to Coimbatore jurisdiction.

**Clause 22: Employers Obligations**

As an independent company, firm, or individual, the supplier will have sole responsibility for the health, safety, and welfare of its employees, subcontractors, customers, and agents providing the services.

**Clause 23: Packing**

Goods processed and supplied against this order must be properly packed and dispatched according to special instructions, if any, given for safe transport by road, rail, air, or water to the specified destination.

In the case of dangerous goods, the supplier shall submit details of the packing and transportation plan to the purchaser for confirmation prior to shipment.

For deliveries involving installation, commissioning, or services, the transfer of risk occurs upon acceptance, and for deliveries not involving installation or commissioning, the transfer of risk shall be upon receipt by the purchaser at the designated place of receipt.

**Clause 24: Force Majeure**

The Purchaser shall be under no liability for failure to accept the deliveries of goods if such acts of failure are due to any act of God, fire, earthquake, floods, or any natural calamities or transportation embargoes, civil commotion, riots, violence, acts of terrorists, state enemies, or any other similar reasons or circumstances beyond the control of the Purchaser. The supplier shall inform such occurrences in writing.



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**Clause 25: Tax Compliance**

The supplier is required to discharge all the taxes, cess, and duties, including but not limited to GST, which are charged on an invoice or claim from the purchaser and payable to the government on their respective due dates. Suppliers are also required to ensure complete compliance in this regard as per the applicable law in force in India. In the event of any default by the supplier noticed by The Purchaser in adhering to the aforementioned obligations, either from its own enquiry or from an enquiry from any statutory authority or on account of any disallowance of any input tax credit to The Purchaser, The Purchaser reserves its right to recover or deduct the tax amount so defaulted along with interest and penalty as per the applicable laws, without prejudice to any other remedies available to The Purchaser. Furthermore, the payments will be released to the supplier only after all the relevant documents, as required by the purchaser and the statutory authorities to receive the tax input, have been furnished by the supplier to the purchaser within the stipulated time.

**Clause 26: EHS Policy**

One-time-use plastics, thermocol, and bubble sheets are banned on our premises; those should not be used for any type of packing in any form.

To sustain the greenery of the planet, please do not print and send hard copies of certificates, quality documents, and dossiers along with consignments. Please send a soft copy only to **certificates.india@eggerpumps.com** with a PO reference.

The supplier shall commit to this clause to avoid any injury to any persons who are legally on the work site, including personnel, the purchaser's personnel, and visitors.

Ensure that necessary personal protective equipment ("PPE") is provided and used appropriately, including, without limitation, safety shoes, helmets, eye and hearing protection, and other safety equipment.

Ensure the hazardous materials, including those that are required to be managed, are collected, stored, disposed of, or recycled in an environmentally sound manner.

Establish and maintain a casualty and emergency response plan to deal with unforeseen events, such as but not limited to fire and explosions, and conduct periodic drills with the involvement of its relevant employees.

Vehicles used for material transportation, visitor engagement, etc., irrespective of purpose, should have updated mandatory documents like fitness certificates, insurance certificates, and pollution certificates. If we do not have the above, you will not be allowed into our factory.