

# General Terms and Conditions of Sales

## 1. Preamble

Our General Terms and Conditions of Sale shall exclusively apply to all contracts between us and our clients. The subsequent terms & conditions are applicable for all contracts if nothing is agreed in writing. The general terms and conditions of the customers are only applicable if we give our consent in writing.

## 2. Offer and conclusion of contract

Oral agreements shall only become valid when Sartorius confirms the same in writing. Sartorius offers that do not include any acceptance deadline may be revoked by Sartorius unless Sartorius receives written confirmation of acceptance by the customer within 30 days with effect from the offer date. The documents belonging to the offer | contract, such as illustrations, photos, drawings and specifications of dimensions, provide only approximate indications insofar as they are not expressly designated as binding. Drawings and illustrations shall remain in the ownership of Sartorius. Sartorius reserves the right, during the course of further developments, to effect changes to the products insofar as the customer can reasonably be expected to accept the same.

Samples and catalogues are to be considered non-binding material for illustration and/or test purposes, giving only an approximation of properties and specification.

The weight, volume or gage of the goods measured upon shipment is valid.

## 3. Price of the Goods

All prices should be as per agreed contracts. We reserve the right to adapt prices, for confirmed orders as well, to reflect any increase in our costs, for any reason beyond our control, like force majeure, shortage of primary material or labor, strikes, official orders, transportation or similar problems, if this increase happens after confirmation of order but before delivery of goods.

## 4. Goods & Service Tax(GST)

GST rates will be charged as applicable based on nature of goods/service being sold. Sales to a SEZ unit GST is NIL and customer has to provide proof of SEZ and Bill of Export for each supply

## 5. Terms of Delivery

For standard items, the instrument would be delivered as agreed as per commercial terms and conditions after receipt of clear PO along with approved datasheets / Quality Assurance Plan ("QAP")/ drawings & advance payment (whenever applicable). This is subject to confirmation. Shorter deliveries can be offered, & would have effect where agreed to in writing, after specific written confirmation at the time of finalization of the PO.

The period of delivery of performance shall be appropriately extended, at the discretion of the Seller, in the event of changes desired by customers as well as unforeseen events outside the control of the Seller, e.g. particularly force majeure, strikes, lock-outs, breakdown, difficulties in material & energy procurement, transport delays, measures implemented by authorities, etc. In the event that in the opinion of the Seller, the impairment is not merely of a temporary nature, the Seller shall be entitled to withdraw from the Contract. In all such events, a claim for damages is specifically excluded. In the event that the shipment of the equipment is delayed because of circumstances for which the customers are responsible

- The risks pass to the customers upon the notification of readiness for shipment of the goods

- The goods may, at the discretion of the Seller, be stored on the account of the customer at the Seller's plant at a cost of at least 1% per Week and maximum upto 5% of the PO value.

- The Sellers are entitled to withdraw from the contract or demand compensation in damages because of non-performance having granted appropriate grace period which has expired.

The costs, risks & required formalities resulting from delayed instructions of the Buyer shall be borne by the Buyer.

## 6. Terms of payment

Payments shall be due and payable without deduction as per agreed contract. Even in case of early payment, the customer is not entitled to make any deductions. Sartorius reserves the right to claim further damages. If partial payment has been agreed, and if the customer defaults on an installment, then the remaining amount shall become due immediately, unless the customer is not responsible for said payment default. We reserve the right to charge interest at 24% per annum on any amount unpaid after due date.

## 7. Special Orders/Exemption

Orders under Exemption Certificate etc would be acceptable subject to the condition that the required documents would be submitted within a reasonable period of time i.e., within 15 days of LOI/FOI/PO, failing which the liability would be passed on to the Buyer along with necessary penalty and interest as applicable also revised order confirmation would be sent with new delivery dates.

## 8. Retention of Title

Notwithstanding delivery or passage of risk in the merchandise, property of merchandise shall not pass to the customer until full payment of all our claims against the buyer, regardless of their grounds, was made.

If merchandise is processed or mixed by customer with goods that we have no property in, we shall become co-owner of these goods, which shall be stored for us by the buyer. Processing or transformation of the goods is done in our name as a producer, but without obligation to us. Should we lose ownership due to processing or fusion, we will become partial co-owner (value of invoice) of the new product. The client will store the co-owned goods free of charge. These goods are called reserved goods in the following. Buyer has the right to process or sell these goods in the regular course of business, as long as payment obligations are fulfilled.

## 9. Warranty

Sartorius shall in principle be liable for defects for a period of one year from the date of delivery. If the items delivered are devices Sartorius installs at the customer site or has the same so installed by a third party, the time period starts upon such installation, but in no event later than two months after delivery. If there is a considerable defect, Sartorius shall be entitled by way of rectification to effect a replacement delivery or to eliminate the defect by free repair. The customer shall be entitled to claim damages in lieu of performance only in the event of intentional or grossly negligent breach of duty on the part of Sartorius, unless the breached duty entails mutuality of obligation with respect to the customer's duties or the fulfillment of said Sartorius duty is of fundamental importance for protection of the customer or prerequisite to enabling this contract to be duly performed and, for this reason, the customer rightly expects this duty to be performed.

In the event of a defect in title, Sartorius shall be entitled to remedy said defect by modifying the delivered item in a manner reasonably acceptable for the customer. If, in the event of a defect in title, modification is not feasible on economically reasonable terms or within a reasonable period, both the customer and Sartorius shall be entitled to withdraw from the contract. The warranty shall exclude used goods and used spare parts. Sartorius shall bear the cost for equipment requalification measures only in the event that Sartorius has signed a separate individual agreement for said requalification. In all other respects, the provisions contained below under "Liability" shall also apply to the warranty. Sartorius shall have unlimited liability if a defect has been fraudulently concealed or if a guarantee of specific quality has been given by Sartorius.

## 10. Technical Advises

Our technical advises are given according to our best knowledge and experience. Buyer is obliged to apply due diligence in verifying applicability of our advice to his special conditions of production or application. Concerning our technical advises, which are given free of charge, we will only be liable for damages caused by gross negligence or deliberate acts from our part or by our lawful representatives or auxiliary persons. Unless intentional violation of contract has been proven, we will only be liable for damages that occur foreseeable and typically.

## 11. Limitation of Claims

All customer claims, irrespective of their legal basis, shall be subject to a limitation period of one year if they are under warranty. However, all the transit damages, short supply, wrong supply have to inform within 7 days from the date of supply. The statutory limitation periods shall apply with respect to intentional behavior or fraudulent conduct and to any claims.

## 12. Liability

Sartorius shall not be liable for the correct choice of products for the purpose intended in the individual case and for the correct linkage of such products to one another or to items of the customer. This shall be the sole responsibility of the customer or of such person who links and installs the products on behalf of customer. Sartorius disclaims any and all liability for faulty and/or false connections of products and for any use that is non-compliant to applicable law in the country of use.

## 13. Changes/Cancellation

Any technical changes made in the order subsequent to acceptance & processing of the order will attract additional 30% cancellation / amendment charges, in addition to the costs of the new instruments added. Any arbitrary cancellation of the order after acceptance & processing will also attract a compulsory 30 % cancellation charge on the P.O. value for Standard products. However, if product is customized then the customer is liable to pay full amount of order value and processing charges.

## 14. Governing Law and Dispute Resolution

Any obligations arising under or in connection with the subject matter of this Term Sheet shall be governed by, interpreted by & construed in accordance with the laws of the Republic of India & all matters relating to Agreements will be adjudged by the courts located within Bangalore. Any dispute, claim or controversy arising out of or in connection with the subject matter of these Terms & Conditions & subsequent PO shall be finally settled by arbitration in accordance with the Indian Arbitration & Conciliation Act, 1996.