

1. **Definitions:**

- (i) **“Applicable Laws”** means, with respect to any person, any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such person, as amended unless expressly specified otherwise.
- (ii) **“Confidential Information”** shall mean information of all kind, irrespective of whether it is marked 'Proprietary' or 'Confidential', disclosed by either party or its representatives / employees to the other.
- (iii) **“Force Majeure Event”** shall mean an event or circumstance or combination of events or circumstances that adversely affects, prevents or delays any Party in the performance of its obligations in accordance with the terms of this Agreement but only if and to the extent that such events and circumstances in the opinion of the Supplier are not within the affected Party’s reasonable control, directly or indirectly, and cannot be remedied by the affected Party’s exercise of due diligence. Such events and circumstances shall include without limitation: (a) acts of God, flood, storm, drought, earthquake or other natural disaster; (b) epidemic or pandemic; (c) lockdowns or other measures adopted by the Government (d) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent.
- (iv) **“Product(s) / Service(s)”** shall mean the product or service being procured by the Buyer on the terms and conditions specified in the Order.
- (v) **“Order”** shall mean the Purchase Order executed between the Seller and Buyer in respect of the Product.

2. **Description and Quantity of Products / Services:** The Seller shall deliver the Product / Service as specified under the Order as per the specifications agreed amongst the Parties and strictly adhere to the timelines agreed amongst the Parties.

3. **Delivery of the Product / Service:** The Seller shall deliver the Product / Service to the Buyer as per the timelines agreed in the Order. Agreed delivery terms may be modified by any Party with prior written consent of the other Party. Title to and risk of loss and liability of the Product shall pass from the Seller to the Buyer as per the Incoterms prevailing at the time of execution of the Order.

4. **Price and Payment Terms:** The Buyer shall pay the aggregate consideration for the Product / Service to the Seller as per the Order. The Parties undertake to renegotiate the agreed price when affected by significant changes in the international market, or by political, economic or social situations in the country of dispatch or destination of the Product / Service, which may adversely impact the interest of either Party.

The consideration stated in the Order is inclusive of all costs, fees, duties, levies and charges, wherever applicable. The Product shall be packaged in accordance with the instructions on the Buyer and the Seller shall pay all reasonable costs of packaging.

Upon failure of the Seller to render the Services / deliver the Product, as the case may be, within the stipulated timelines, the consideration payable by the Buyer as agreed in the Order shall stand reduced in the following manner:

No. of days of delay	Discount Percentage
0 - 15 Days	5%
15 – 30 Days	15%
Above 30 Days	Buyer has the right to terminate and demand 20% value of PO as damages

5. **Documentation:** Each shipment of the Product shall be accompanied by

the following documents:

- a) original copy of the commercial invoice of the Seller;
- b) original copy of the transport waybill for the shipped Product stamped by the customs at the shipment point;
- c) original copy of the Certificate of Origin issued by an authorized body in the country of origin and certified by an original stamp of the Seller;
- d) phytosanitary Certificate
- e) Any other document required and agreed to be provided under the Order.

6. **Representation and Warranties:** Each Party mutually warrants to the other that – (a) it has been duly incorporated and organized, and is validly existing in good standing, under the Applicable Laws; (b) it has the corporate power and authority to carry on its respective business and has the authority to enter into this Order; and (c) it has all material permits, approvals, authorizations, licenses, registrations, and consents including registrations necessary for the purposes of this Order and for the conduct of their respective businesses.

7. **Inspection:** The Buyer shall be entitled to inspect or arrange for the inspection of the Product at any time during and/or prior to their processing, production, storage and/or transport or to inspect or arrange for the inspection of relevant documents, regardless of their location by giving prior written notice of 15 (fifteen) days. The Seller shall cooperate, in all reasonable aspects, with the Buyer / its representatives for the inspection free of charge.

If, in the Buyer’s opinion, it transpires after receipt and/or inspection that the Product does not meet the specifications set by the Buyer and/or agreed by the Parties, the Buyer shall inform about the discrepancies to the Supplier within 7 (Seven) days of the receipt of Product pursuant to which the Parties shall discuss the course of action to remedy the situation.

8. **Compliances:** The Seller and its employees, as well as third parties hired or engaged by the Seller, shall comply with all statutory safety, health and environmental requirements and the like, and with any requirements and regulations imposed by the Buyer.

9. **Indemnity:** Seller hereby agrees to indemnify, defend and hold Buyer and its shareholders, officers, employees, directors, agents and affiliates (the "Seller Indemnitees") harmless from and against any and all claims, liabilities, losses, damages or injuries together with costs and expenses, including reasonable legal fees, arising out of, related to or resulting from (i) any incorrectness or incompleteness in the representations and warranties made by Seller, (ii) any breach in any material respect by Seller, unless waived by Buyer, of any covenant or agreement of Seller contained in or arising out of the Order, and (iii) any liability or obligation relating to, resulting from or arising out of the Product / Service procured from the Seller.

10. **Intellectual Property Rights:** Buyer agrees that Seller (including its affiliates) is the sole owners of all right, title and interest in the specifications as well as all trademarks, trade names, trade dress, logos, graphics, photographs, artwork and textual materials (collectively, the “Trademarks”) used in connection with the packaging of the Product under this contract, and that all intellectual property rights that may be acquired by use of the specifications or the trademarks shall inure to the sole benefit of the Seller. Buyer agrees to execute such further documents as may be required to effectuate the assignment to Seller (or its affiliates) of any intellectual property rights that Buyer may acquire in the specifications or the Trademarks, including any goodwill associated with the same. Buyer agrees that it will not, at any time, do or cause to be done any act which will in any way impair the rights of Seller (or its licensors) in and to the specifications and the trademarks.

11. **Term and Termination:** Either Party can terminate the Order by giving 30 (thirty) days prior written notice to the other Party.

12. **Force Majeure:** In the event either party is unable to perform its obligations in terms of this Order due to occurrence of a Force Majeure Event, such party shall not be considered as a defaulting party or be made liable for any damages to the other party for any losses incurred due to delay or non-performance of the obligations. Notwithstanding the foregoing, in the event of such an occurrence, each party agrees to make a good faith effort to perform its obligations hereunder.

13. **Governing Law; Arbitration.** . All matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance (including the details of performance) and enforcement shall be governed by the laws

applicable to the jurisdiction where the registered office of the Buyer is situated.

Any dispute arising out of or in connection with the Order, including any question regarding its existence, validity or termination, shall be referred to a sole arbitrator appointed by the Buyer and finally resolved by arbitration in the following manner:

Country of the Registered office of the Buyer	Applicable law for Arbitration	Seat
India	Indian Arbitration and Conciliation (Amendment) Act, 2015	Mumbai, India
Dubai	DIFC – LCIA Arbitration Centre	Dubai
Philippines	Philippine Dispute Resolution Centre	Philippines
Uganda	Uganda Arbitration and Conciliation Act, 2000	Kampala, Uganda
USA	International Chamber of Commerce (ICC)	New York

The arbitration shall be conducted in in the city where the registered office of the Buyer is situated.

14. **Severability:** The invalidity of any provision of any term, condition or covenant therein contained herein shall not affect the validity of any other provision or covenant thereof or contained therein as each such covenant and provision is separate and distinct.
15. **Entire Agreement.** This Order shall constitute the full and complete agreement between the parties hereto relating to the subject matter thereof. The parties state that there are no oral statements, representations, warranties, undertakings or agreements between the parties except as provided herein. These terms and conditions supersedes/cancels all prior communications, understandings and agreements whether written, oral or in electronic form between the parties hereto.
16. **Amendments.** No amendment to these terms and conditions will be effective unless it is in writing and signed by both the parties. Notwithstanding anything to the contrary contained in any document signed by the Parties with relation to this Order, the terms and conditions contained herein shall prevail.
17. **Confidentiality:** Each party undertakes it shall not reveal, and shall use its reasonable efforts to ensure that its directors, officers, managers, partners, members, employees, legal, financial and professional advisors and bankers (collectively, the "**Representatives**") do not reveal, to any third party any Confidential Information without the prior written consent of the disclosing party. Notwithstanding the above, neither party shall have an obligation of confidentiality with respect to information which: (i) was in the public domain at the time of receipt from the other party, or which subsequently enters into the public domain through no fault of the receiving party; (ii) was known and can be shown to have been known by the receiving party at the time of receipt from the other party and was not previously acquired from the other party on a confidential basis; or (iii) becomes known to the receiving party on a non-confidential basis through a third party whose own acquisition and disclosure were independent of the other party.