

BASF INDIA LIMITED ("Seller")

General Conditions of Sale

1. Scope of Application

All supplies and services provided by the Seller are on the basis of these General Conditions of Sale. The terms and conditions set forth herein shall supersede all previous agreements between the Seller and the Buyer, to the extent that the same is contrary to the terms and conditions contained herein. Any reference(s) made by the Buyer to its general terms and conditions are hereby rejected. The Seller reserves the right to amend these General Conditions from time to time at its sole discretion without notice to the Buyer. Deviation from these General Conditions requires the explicit written approval of the Seller.

2. Offer and Acceptance

Seller's quotations are not binding offers but must be seen as invitations to the Buyer to submit a binding offer. The Contract is concluded by the Seller's acceptance of the Buyer's Order (offer). In case the acceptance differs from the Buyer's offer, such acceptance constitutes a new non-binding offer of the Seller awaiting the Buyer's acceptance.

3. Product Information

3.1 Any models or samples are non-binding examples. They do not guarantee any specific properties unless Seller expressly agrees otherwise in writing.

3.2 Deviation from product information or specific properties shall be permissible provided they are insignificant or unavoidable despite reasonable care.

4. Advice

Technical advice with regard to goods and their applications is given to the best of Seller's knowledge. Any advice and information with respect to suitability and application of the goods shall not, however, create any liability of Seller and shall not relieve the Buyer from undertaking its own investigation and tests.

5. Compliance

The Buyer represents, warrants and undertakes to comply with all applicable laws, orders, notifications, policies, rules and regulations relating to or in any way relevant to the purchase, delivery, transport, storage and use of the goods delivered by Seller. Buyer shall not sell, supply or deliver, directly or indirectly, the goods to any party or destination that, at the material time, is declared an embargoed or a restricted party by the United Nations or relevant export control law. Buyer represents and warrants that it is aware of the hazards of the goods and shall use its best efforts to instruct any party dealing with the goods in the proper and safe methods of storage, handling and use of the goods, including their use in combination with other products as may be appropriate to their requirements and consistent with the Material Safety Data Sheet for the goods. Buyer shall hold harmless and fully indemnify Seller, its officers, employees, contractors, servants and agents from and against all claims, cause of action, damages, fines, penalties or losses any of the aforesaid may incur or suffer directly or indirectly from any failure of Buyer to comply with this Article.

6. Prices

If Seller's prices or Seller's terms of payment are altered between the date of contract and dispatch, the Seller may apply the price or the terms of payment in effect on the date of dispatch. In the event of a price increase, the Buyer is entitled to withdraw from the contract by giving notice to the Seller within 14 days after notification of such price increase.

7. Taxes

The Price is exclusive of GST/indirect taxes as may be applicable. In the event of the Buyer failing to provide the correct particulars, such as address / location, GSTIN, etc., the Buyer shall indemnify the Seller any loss incurred by the Seller towards tax, interest, penalty and fine on account of such failure. Buyer undertakes to fulfill all the requisite conditions to be compliant under GST, including timely filing of periodic returns, to ensure that entire input tax credit pertaining to supplies of goods by the Seller is availed by the Buyer on a timely basis. In case the Buyer fails to comply with all the requisite conditions under GST law for availment of input tax credit on supplies of goods made by the Seller, the Seller shall not be responsible for reimbursing or compensating such input tax credit loss to the Buyer. The Buyer shall not avail of or utilize any input tax credit unless full payment against this invoice is made by the Buyer to the Seller. Any statutory increase or fresh levy of taxes affecting the goods shall be borne by the Buyer.

8. Payment

In the event the total invoice value, is not paid by the due date indicated on the invoice, seller reserves the right to charge interest 18% per annum.

9. Set Off

A set off or retention of payment is only permitted if counterclaims exist, which are either undisputed or adjudicated by final judgement.

10. Security

If there are reasonable doubts about the Buyer's ability to pay, especially if he defaults the Seller may, revoke the credit period/s and demand payment in advance or other security for further

supplies and services

11. Delivery

The Seller shall endeavor to effect delivery on terms as may be agreed in the contract. The time or date for delivery identified by Seller is only an estimate and shall not be of the essence of the contract.

12. Damage in Transit

Notice of claims arising out of damage in transit must be lodged by the Buyer directly with the carrier within the period specified in the contract of carriage and the Seller shall be provided with a copy thereof.

13. Warranties

13.1 Seller warrants that at the time of delivery (i) the goods supplied complies with the Seller's specifications; (ii) the quantity is not more than zero-point five percent ($\pm 0.5\%$) variance to that stated in Seller's written acceptance; (iii) the goods supplied is free and clear of all defects in title.

13.2 These warranties are made on condition that (i) Buyer has not mishandled, misused, damaged or modified the goods; and (ii) Buyer inspects the goods and notifies Seller of non-conformity in accordance with Article 13.3 below. Seller makes no other warranty or guarantee of any kind, express or implied, including without limitation implied warranties of fitness for a particular purpose or merchantability.

13.3 Buyer must inspect the goods supplied hereunder immediately after delivery, and notify Seller in writing if the goods do not conform with the contract (e.g. defects, wrong shipment or quantity differences) within 2 weeks of receipt of the goods, precisely describing the nature and extent of the lack of conformity. If the lack of conformity cannot be determined without reasonable investigations such notice may be given within 6 months after receipt of the goods. Buyer's failure to give notice to Seller within the notification period stated above shall constitute an unqualified acceptance of the goods delivered by Seller and a waiver by Buyer of all claims with respect to such supply by Seller.

13.4 Seller's liability for any breach of warranty is (i) in case of goods not conforming to Seller's specifications, to replace such goods at its costs; (ii) in the case of short delivery, to deliver the missing quantity at its cost; (iii) in the case of defects as to title of the goods in a claim against Buyer, defend any such claim or action at its costs, provided Buyer has promptly notified Seller upon becoming aware of such claim or action and Seller is in full control of any proceeding in connection with the claim or action. Alternatively, Seller may in its sole discretion, (a) reimburse Buyer the purchase price of the goods related to the claim (or issue a credit note if payment has not been made); (b) grant a reduction in the purchase price of the goods related to the claim; or (c) replace the infringing goods with non-infringing goods conforming to Seller's specifications; modify the infringing goods so they become non-infringing; procure a license to use the infringing goods; or pay Buyer a pro-rata portion of the amount Buyer paid for the infringing goods, for the portion of such infringing goods not used and returned to Seller.

14. Liability

14.1 Article 13.4 sets out Seller's entire liability with respect to non-conforming goods. Seller shall have no other liability to Buyer for any loss or damages suffered by the Buyer other than that caused directly and solely by Seller's gross negligence or willful breach.

14.2 In no event shall Seller be liable for any consequential, special, indirect or exemplary damages.

14.3 Buyer expressly assumes the risk of and agrees, to the fullest extent permitted by applicable law, to indemnify, defend and hold Seller harmless from and against all claims for patent infringement by reason of Buyer's processing, use, admixture, reaction, sale or disposition of the goods, whether used singly or in combination with other products or materials.

15. Retention of Title

15.1 Title to the goods delivered shall not pass to Buyer before the purchase price has been paid in full.

15.2 In case Buyer has paid the purchase price for the goods delivered but not yet completely fulfilled other debts arising out of his business relationship with Seller, Seller retains, in addition, title to the goods delivered until all such outstanding debts have been completely paid.

15.3 In the event Buyer processes the goods delivered by Seller, Seller shall be considered manufacturer and shall directly acquire sole title to the newly produced goods. If the processing involves other materials, Seller shall directly acquire joint title to the newly produced goods in the proportion of the invoice value of the goods delivered by Seller to the invoice value of the other materials.

15.4 If the goods delivered by Seller are combined or blended with material owned by Buyer, which has to be considered the main material, it is deemed to be agreed that Buyer transfers to Seller the joint title to such main material in the proportion of the invoice value of the goods delivered by Seller to the invoice value (or, if the invoice value cannot be determined to the market value) of the main material. Buyer holds in custody for Seller any sole or joint ownership originating therefrom at no expense for Seller.

15.5 Buyer shall have in the ordinary course of business free disposal of the goods owned by Seller, provided that Buyer meets

its obligations under the business relationship with Seller in due time. Buyer already assigns to Seller all claims in connection with the sale of goods to which Seller reserves the right of retention of title when concluding the sales agreement with Seller; should Seller have acquired joint title in case of processing, combination or blending, such assignment to Seller takes place in the proportion of the value of the goods delivered by Seller with retention of title to the value of the goods of third parties with retention of title. Buyer already assigns to Seller any future confirmed balance claims under current account agreements in the amount of the outstanding claims of Seller when concluding the sales agreement with Seller.

15.6 At the request of Seller, Buyer shall provide all necessary information on the inventory of goods owned by Seller and on the claims assigned to Seller. Furthermore, at the request of Seller, Buyer shall identify on the packaging Seller's title to the goods and shall notify its customers of the assignment of the claims to Seller.

15.7 Should the value of the securities exceed Seller's claims by more than 15%, Seller waives securities to this extent.

16. Force Majeure

Any incident or circumstances beyond the Seller's control, such as natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, or acts of government, shall relieve the Seller from its obligations under this contract to the extent the Seller is prevented from performing such obligations. The Seller shall not be liable to Buyer in such circumstances. The same applies to the extent such incident or circumstance renders the contractual performance commercially impractical for the Seller over a long period or occurs with the suppliers of the Seller. If the aforementioned occurrences last for a period of more than 3 months, the Seller is entitled to withdraw from the contract without any right for compensation to the Buyer.

17. Notice

Any notice or other communication required to be received by a party is only effective, at the moment it reaches this party. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.

18. Termination

In the event that the Buyer(i) commits a breach of any obligation hereunder; and /or (ii) becomes insolvent, is adjudged bankrupt or goes into receivership or liquidation or any petition is presented against the Buyer for bankruptcy or liquidation, the Seller is entitled without prejudice to its other rights, to immediately suspend or terminate the contract. Termination of the contract shall not affect or prejudice the accrued rights of action or remedies of Seller against Buyer. Upon early termination, all amounts accrued or owing by Buyer (irrespective of whether fallen due for payment) shall become due and payable immediately.

19. Applicable law & Jurisdiction

This contractual relationship shall be governed by the laws of India. The Seller shall adopt appropriate legal proceedings, including but not limited to Arbitration by a Sole Arbitrator appointed by the Seller under the provisions of the Arbitration and Conciliation Act 1996 as amended till date with respect to any dispute arising out of or in connection with this contract. The place of arbitration shall be Mumbai only. In the event the Seller elects to adopt legal proceedings in a court of law, the competent courts at Mumbai shall have exclusive jurisdiction to adjudicate all or any disputes arising out of or in connection with this contract.