

**GENERAL PURCHASING TERMS AND  
CONDITIONS****1. Scope of Application**

- 1.1. These general purchasing terms and conditions (hereinafter "**General Purchasing Terms and Conditions**") apply to any sale and purchase contract ("**Contract**") executed by **Cleverttech Packaging Automation Solutions Private Limited**, a company duly incorporated under the Companies Act, 1956/ 2013 (CIN: U74999PN2018FTC225670) and having its registered office in Plot no PAP-G-3, Chakan MIDC Phase II, Chakan, Pune, Khed, Maharashtra, India, 410501 and GST 27AAHCC9212E1ZT having its registered office at Plot no PAP-G-3, Chakan MIDC Phase II, Chakan, Pune, Khed, Maharashtra, India, 410501 ("**Cleverttech**"), as a purchaser, with any supplier ("**Supplier**"), i.e. any natural person or legal entity. The Contract is considered executed upon the receiving of acceptance by the Supplier ("**Acceptance**") of Cleverttech's purchase order ("**Order**").
- 1.2. The General Purchasing Terms and Conditions are deemed to be received by the Client and therefore known and binding upon the receiving and thereafter the signing of the Order, even if they are not signed.
- 1.3. The General Purchasing Terms and Conditions may be partially derogated only by the Order or any written agreement between the parties.
- 1.4. In case of conflict between the General Purchasing Terms and Condition and the Supplier's contract conditions or other Supplier's conditions, even if contained in the Acceptance, the General Purchasing Terms and Condition shall prevail.

**2. Performance of the Contract**

- 2.1. The Supplier undertakes to supply Cleverttech with the goods as specified in the Order (the "**Goods**") as well as all related documentation indicated therein ("**Documentation**", by way of example only, the "Instruction Manual", the "Spare Parts List").
- 2.2. The Supplier undertakes to manufacture the Goods under the technical and quality specifications described in the Order and/or supply specifications referred to and/or attached to the Order or, in any case, according to the most recently technical specifications and standard industrial procedures. If any change to the technical specifications and standard procedures becomes necessary, the Supplier shall inform Cleverttech before the delivery and Cleverttech may, at its sole discretion, confirm or cancel the Order, without charging any cost or fee at its expense...

- 2.3. The Supplier undertakes to provide the Documentation as requested in the Order and to produce it in the language(s) requested by Cleverttech.
- 2.4. The Supplier is aware that the Goods and Documentation are destined to Cleverttech's final client ("**Client**").

**3. Delivery terms**

- 3.1. The delivery term in use is DDP ("**Delivered Duty Paid**") - Incoterms 2020) to Cleverttech's plant located at Plot no PAP-G-3, Chakan MIDC Phase II, Chakan, Pune, Khed, Maharashtra, India, 410501, or in another place indicated in the Order; the Goods are transported at the risk and expenses of the Supplier.
- 3.2. All delivery terms stated in the Order are essential. Partial deliveries can only be accepted by Cleverttech with its prior written consent.
- 3.3. The delivery terms are mandatory both for the Goods and the Documentation. Delivery shall be deemed to be completed with the delivery of both the Goods and the Documentation.
- 3.4. The Supplier undertakes to promptly inform Cleverttech, in writing, if it expects a delay in the delivery of the Goods and/or Documentation, indicating: the expected extent of the delay, the reasons and the initiatives that will be adopted to limit the delay.
- 3.5. In the event the Supplier fails to deliver the Goods, Cleverttech may, alternatively, decide to cancel the order or charge the Supplier a penalty equal to 2% of the total value of the Purchase Order, for each week's delay, up to a maximum of 10% of the total value of the Purchase Order, without prejudice to Cleverttech's right to compensation for any further damages.
- 3.6. In the event of non-delivery of the Documentation, Cleverttech reserves the right to suspend its payment obligation under the terms of the following clause 4.2.

**4. Price and Terms of Payment**

- 4.1. All prices indicated in the Order ("**Purchase Price**") are fixed and binding on the Supplier and not subject to any increase not even in the case of an increase in costs of raw materials semi-finished products, production costs, taxes and other duties, for any reason, including force majeure, from the date of the Order until its total fulfilment or termination.
- 4.2. In the event that Goods and Services Tax ("**GST**") is applicable to the value invoiced for supplies to Cleverttech under the provisions of the GST laws and regulations on the date of supply of such goods, the said GST shall be charged separately by

- the Supplier on the invoices issued.
- 4.3 The Order provides the terms of payment, without prejudice to Clevertech's right, even if not expressly specified in the Order or any other agreement, to retain 10% of the Purchase Price until the delivery of the Documentation.
- 4.4 The date from which the Supplier shall be entitled to claim the payment of the Purchase Price from Clevertech in the event of defects and non-conformities found by the Client in the Goods shall be postponed to the date on which defects or non-conformities have been corrected. No further costs for correction of defects and non-conformities shall be charged to Clevertech without its specific written acceptance of the estimation.
- 4.5 The Supplier shall not assign any credit to third parties without the previous Clevertech's written consent.
- 4.6 If while making the payment of amount due to the Supplier, Clevertech deducts any applicable withholding taxes in India as per the prevailing law, Clevertech shall deposit such taxes with the Indian government within the timelines prescribed under the provisions of Income Tax Act/ Rules. Clevertech shall also supply to the Supplier without undue delay with all tax certificates or other conclusive evidence for such tax deduction as is admissible under the Income Tax law.
- 5. Warranty and liability**
- 5.1. The Supplier warrants for a period of twenty-four (24) months following the signing by Clevertech's Client of the Site Acceptance Test ("SAT") and in any case not later than thirty-six (36) months from the delivery of the Goods to Clevertech ("**Warranty Period**") in accordance with clause 3.1 that all the Goods comply with the characteristics, standards and specifications required in the Purchase Order; that they have been properly manufactured, that they are free from defects, design, workmanship or materials faults; that they have been manufactured according to the models and drawings delivered by Clevertech if applicable; that they have been manufactured using the best working practices and/or the latest techniques and technologies known to the Supplier; that they are fit for their intended purpose and use and that they are provided with all instructions and warnings.
- 5.2. If during the Warranty Period, the Goods are found to be defective or otherwise not compliant under clause 5.1 above, Clevertech may, at its sole discretion, within one (1) month from the date of discovery:
- require the Supplier to replace and/or repair defective or otherwise non-conforming parts.
  - ask the Supplier for a proportional reduction in the purchase price.
  - with prior written notice to the Supplier, personally undertake all appropriate actions to make good the defects and non-conformities of the Goods, charging the Supplier with costs and expenses, including those for the purchase of materials and the needed work hours.
  - return the defective Goods to the Supplier, resulting in termination of the Contract and return of the paid purchase price.
- 5.3. Spare parts delivered by the Supplier shall have the same Warranty Period as the original parts.
- 5.4. The Supplier warrants that the Documentation is appropriate, exhaustive and properly prepared to ensure the use of the Goods. If the Client of the Goods finds that the Documentation is not exhaustive, the Supplier undertakes to supplement it at Clevertech's request, for a period of thirty-six (36) months from delivery.
- 5.5. The Supplier undertakes to indemnify and hold Clevertech harmless from any prejudice that may arise from the supply of the Goods and Documentation. As an example, and without limitation, the Supplier undertakes to indemnify and hold harmless Clevertech from the marketing of the Goods, including claims for damages made by third parties for any reason whatsoever, as well as any legal expenses incurred by Clevertech due to third party's claims. The Supplier also undertakes to indemnify and hold Clevertech harmless from any claim by third parties due to the non-delivery of the Documentation within the delivery terms. The Supplier warrants and guarantees that it is the owner of the Goods and that it has not infringed any third-party rights in the production of the Goods and the Documentation.
- 6. Withdrawal**
- 6.1 Clevertech shall have the right to cancel the Order at any time, without prior notice and negotiating with the Supplier the reimbursement of any expenses incurred by the Supplier as a result of the cancellation of the Order, which shall be considered as a settlement of any claim of the Supplier against Clevertech. The quantification of such expenses shall be reasonable and in good faith and shall be based on adequate supporting documentation.
- 7. Termination**
- 7.1. The contract shall be terminated, upon written notice from Clevertech, of its intention to invoke this express termination clause, without any cost and charge for Clevertech if:

- a) the Supplier fails to perform any of its obligations under the General Purchase Terms and Conditions or the Order.
- b) the Supplier is subject to bankruptcy or any other insolvency proceeding.

**8. Prohibition on Assignment of the Purchase Order and sub-supply**

- 8.1. The Supplier may not assign the Purchase Order to a third party and may not sub-supply the production of all or part of the Goods to a third party, without Cleverttech' s prior written consent.

**9. Prohibition to directly contact the Client**

- 9.1. During the whole period of execution of the Contract and for 5 (five) years after the delivery, the Supplier will not be able to directly contact the Client, nor will he be able to address directly to the Client any kind of communication for any purpose, including advertising (for example: e-mail, newsletter, paper or digital leaflets, etc.).

**10. Prohibition to offer or sell the Goods directly to Client** Unless expressly agreed in writing by Cleverttech, during the whole period of execution of the Contract and for 5 (five) years after delivery of the Goods and Documentation, the Supplier cannot offer or sell the Goods or carry out any other activity directly to the Client, either directly or through an intermediary.

**11. Confidential information**

11.1. The Supplier undertakes to keep the following information received from Cleverttech ("**Confidential Information**") private and confidential and therefore not to disclose it in any way until it becomes public domain and anyway for a period of not less than 5 (five) years from delivery of the Goods:

- all that expressly defined by Cleverttech as private or confidential.
- all that relating to the terms of the Contract, such for example, payment and delivery terms, potential discounts, etc.
- all those related to the design of the Goods, such for example, technical drawings and operating parameters.
- all that of a commercial nature relating to Cleverttech' s business, such for example, the names of customers and other suppliers.
- all that which, because of their nature and/or importance, are to be considered confidential.

12.2 Confidential Information does not include:

- any information that has already become public domain when such information is communicated by Cleverttech to the Supplier or become public domain for reasons not

attributable to the Supplier.

- any information that must be provided to third parties by law or by order of the Authority.

**12. Prohibition of the use of images of assets**

13.1 Any reproduction on the Supplier's website, social accounts, inserts, newspaper articles, magazines and advertising material of any Goods' images, as well as the name of Cleverttech or the name of its client for whom the Goods are, is forbidden.

**13. Governing law and Disputes**

- 14.1 The Contract is governed by Indian law.
- 14.2 Without prejudice to Cleverttech' s rights to take necessary legal action and seek remedy before the courts having geographical jurisdiction over the Supplier, in the event of any dispute, controversy, claim or breach arises out of or in connection with the Contract including any dispute as to the existence or validity of the General Purchasing Terms and Conditions and/or the Contract, both the parties first shall seek to resolve such dispute, by amicable arrangement, compromise and mutual discussion within 30 (thirty) days from the date of starting such discussions ("**Discussion Period**").
- 14.3 After expiration of the Discussion Period, any dispute which may arise out of or in connection with the Contract, or any breach of the binding provisions hereof, shall, unless amicably settled, be referred to final and binding arbitration, by a sole arbitrator as mutually appointed by the parties in accordance with Arbitration and Conciliation Act, 1996 and amendments made thereto which are in force from time to time.
- 14.4 Seat and venue for the arbitration proceedings shall be Mumbai, Maharashtra, India and the proceedings shall be conducted in English.

FOR SUPPLIER:

Name: .....

Place and date:

..... Signature

and seal of Authorized Signatory

.....