

## General Terms and Conditions of Purchase - India

These General Terms and Conditions of Purchase ("TC") apply to all purchases and services ("Purchases") made between the Baettr Group including its Affiliates ("Baettr") and the supplier ("Supplier"). "Affiliates" mean any entity of the Baettr Group. Baettr and the Supplier are referred to as the "Parties" and each individually to as a "Party". Other terms and conditions specified by the Supplier shall not apply even though Baettr may have been notified or is aware of them unless Baettr confirms accepting thereof in writing. These TC shall supersede any conflicting provision contained in any Purchase Order, Offer or any other document provided by the Supplier. Unless otherwise agreed in writing by the Parties, nothing contained in any Purchase Order, Offer or any other document provided by the Supplier shall in any way modify or add any provision to these TC.

### 1. Placement of orders

1.1. In case of Baettr placing orders with the Supplier ("Purchase Order"), after the Supplier issued an offer ("Offer"), acceptance of the Purchase Order is deemed to be accepted after 3 business days from the date of the Purchase Order. Any deliveries and services subject to the Purchase Order made by the Supplier are further defined as "Purchases". With the Supplier's acceptance of the Purchase Order, acceptance of these TC is constituted unless otherwise agreed by the Parties.

1.2. Any modifications of or comments to the Purchase Order by the Supplier are only valid if accepted by Baettr in writing.

### 2. Price and payment conditions

2.1. Price and payment terms shall be agreed with the Supplier in accordance with the Purchase Order.

2.2. Unless otherwise agreed in writing, the prices stated in the Purchase Order shall be fixed and binding. The currency shall be in INR. Goods and Services Tax shall be excluded but all other cost with the delivery provided such as duties, levies, charges, travel costs, transportation and packaging costs, etc. shall be included.

2.3. The Supplier will, for each Purchase Order, present a commercial invoice to Baettr for payments under the relevant Purchase Order specifically mentioning the terms of payment which will be consonance with the terms under the Purchase Order and these TC.

2.4. Unless otherwise stated in the Purchase Order, the terms of payment are 60 days to the end of month plus 5 days (EOM 60+5) upon receipt of correct invoice from the Supplier.

2.5. Baettr is entitled to set-off and retain payments to the extent it is permitted by law.

### 3. Delivery terms and delay

3.1. Unless otherwise agreed, Purchases and shipments have to be done delivered duty paid ("DDP" as defined in the Incoterms 2020), along with the relevant information, documentation, certificates and manuals including safety and correct handling guides, at the date provided under the Purchase Order or Offer or as mutually agreed by the Parties in writing ("Delivery Date").

3.2. The labelling and packaging requirements with respect to the shipments shall be agreed between the Parties in the Purchase Order. Unless otherwise specified by Baettr or agreed between the Parties, the packaging of the Purchases shall conform to the laws of India, as applicable.

3.3. Baettr shall not be obliged to accept early, partial, excess Purchases or Purchases that do not comply with the agreed packaging unless

Baettr agreed with prior written notice. This also applies if relevant documentation or certificates are not included.

3.4. If Purchases are delayed from the Delivery Date, the Supplier is obliged to notify Baettr by written form (including Email) immediately when circumstances leading to this delay are brought to the Supplier's notice. Baettr shall be entitled to claim damages, as it may deem fit, in the event of delay after 7 days from the Delivery Date.

3.5. In the event the Supplier is in default as mentioned before, Baettr is entitled to claim, amongst other claims, a contractual penalty in the amount of 0.5 % of the entire Purchase Order value per day, however, this penalty shall be limited to a maximum of 10 % of the entire Purchase Order value. This is without any prejudice to any further rights or claims or claims for damages. The penalty shall be offset against such claims for damages. The penalty shall be claimed until the Purchase is completed. The Supplier then has the right to prove that the Supplier is not liable for the delay.

### 4. Acceptance of Shipments

Baettr may reject the shipments by providing a notice of rejection to the Supplier, provided that:

- (i) in the case of a defect that is apparent on normal visual inspection, within 5 days of the Delivery Date; and
- (ii) in the case of a latent defect, within a reasonable time of the latent defect having become apparent.

### 5. Changes of Purchase Orders

5.1. In case of placing a Purchase Order by Baettr, Baettr is entitled to request changes to design, drawings, specifications, quantities, delivery dates and other terms of the Purchase Order. If a requested change affects the Delivery Date or the price, Baettr shall be notified thereof by the Supplier in writing within 3 business days of such request by Baettr, in a way Baettr can decide whether Baettr wants to maintain the request for a change.

5.2. If Baettr maintains the request for a change, a fair adjustment of the price shall be negotiated between the Parties.

5.3. The Supplier shall notify Baettr its acceptance of the revised terms within 5 business days from receipt of the request. The request shall be deemed accepted if no notification is made by the Supplier, with no extra costs for Baettr.

### 6. Acceptance and transfer of risk

6.1. The transfer of risk to Baettr shall happen according to the relevant Incoterms.

6.2. If no Incoterms are negotiated, the transfer of risk to Baettr shall happen only when the Purchase and shipment is complete and delivered on the premises of Baettr specified as on the Delivery Date. The receipt of delivery itself, payment in part or even an assembly of goods that has been agreed beforehand is not an acceptance of the Purchase.

### 7. Liability for defects

7.1. Purchases that are defective, do not comply with the agreed specifications or Purchase Order or do not live up to the Suppliers warranties may be returned by Baettr at the Supplier's expense.

7.2. Defaults mentioned under 7.1 and returned Purchases to the Supplier, replacement or credit are at the risk of the Supplier. All handling, insurance, transportation and Baettr's inspection costs arising with returning the Purchases shall be borne by the Supplier solely. The Supplier further shall refund any payments or part

payments made by Baettr in respect of the Purchase Order if Baettr does not want any replacement, credit or other such things.

7.3. In case of urgency or high risk by cause of delay, Baettr is entitled to revise or repair the defaults on its own but at the Supplier's expense.

#### 8. Supplier's warranties

8.1. The Supplier warrants that the Purchases shall be free from any faulty design, of the right and agreed quality, free from defects and workmanship, suitable for the purpose intended and conform to the Purchase Order's requirements. The Purchases shall meet all applicable legislative requirements, regulations, norms and standards, including but not limited to technical and safety related standards and in accordance with all necessary permits, registrations and approvals as required under the applicable laws of India.

8.2. The Purchases must not infringe any third-party rights, including intellectual property rights, title to property rights or rights granted by way of contract by any third party.

8.3. The Supplier further warrants that all relevant information, documentation, certificates and manuals including safety and correct handling guides are being delivered to Baettr.

8.4. The warranty period is 24 months upon delivery. If a Purchase becomes defective within 24 months the Supplier must without undue delay and at no cost for Baettr do everything necessary to remedy the defect. If the Supplier within a period of 10 business days after notice from Baettr does not meet the warranty obligations, Baettr is entitled to remedy these defects on its own or with other suppliers or service providers. Any costs incurring therefrom shall be borne by the Supplier.

8.5. If Purchases from the Supplier cause any loss of damages to third parties and losses or damages occurred because of the Purchase, the Supplier shall indemnify and hold Baettr harmless from any claims by such third parties.

#### 9. Liability and indemnity

9.1. The Supplier shall indemnify and hold Baettr harmless from all claims and losses arising from personal injuries or damage to property that are attributable to a Purchase. This shall apply to the Supplier's willful misconduct, negligence, breach of the Supplier's warranties and / or defects or non-conformity of the Purchase.

9.2. Any further liability of the Supplier shall not be excluded under these TC.

9.3. The Supplier shall hold Baettr harmless from all claims and losses arising from non-fulfillment of the Purchase Orders. In the event of any breach by Baettr under the Purchase Order as under the applicable laws of India, the maximum amount of which Baettr may be liable to the Supplier under the Purchase Order is limited to the value of the Purchase Order.

#### 10. Other claims for damages

Claims for damages and reimbursement of expenses to the Supplier are excluded to the extent Baettr is compulsorily obliged by law. The exclusion shall not apply in the case of intent and gross negligence due to injury of life, body, health or due to infringement of essential contractual obligations. Liability in case of infringement of essential contractual obligations shall be limited as stated under 9.3 of these TC.

#### 11. Intellectual property rights

11.1. The Supplier warrants that Purchases to Baettr as well as the use of same by Baettr do not infringe any intellectual property rights, rights

of licenses, copyrights, proprietary designations or any of those rights of third parties.

11.2. The Supplier shall indemnify Baettr from any and all costs and claims resulting from such infringements of any third party against Baettr upon first written request. The Supplier shall compensate all respective damages Baettr may incur. This does not apply if the Supplier is able to prove that it is without any fault.

11.3. Should Purchases be found to infringe the intellectual property rights of a third party, the Supplier shall modify Purchases in a way to be non-infringing or shall obtain or maintain such license and rights from the third party. Baettr shall not bear any costs relating to such cases.

#### 12. Legal provisions

12.1. The Supplier will ensure that all Purchases comply with applicable law in India with all legal and regulatory requirements of the importing country, exporting country or country of destination. This includes the directive of hazardous substances or safety recommendations of the respective country.

12.2. This includes the Suppliers employees' working hours, minimum wages and other legal requirements that are applicable, which shall be duly adhered by the Supplier at all times. The Supplier shall hold Baettr harmless from and against all claims against Baettr in case the Supplier violates any of these legal provisions.

#### 13. Retention of title

The right of ownership shall be reserved to Baettr when Purchases are ordered and delivered. In case of processing or modification with other objects not belonging to Baettr, co-ownership shall be acquired to the new then processed or modified item in proportion to the ratio of the value of this item to the other objects.

#### 14. Force majeure

14.1. Neither Baettr nor the Supplier shall be liable for non-fulfilment or delays, provided the non-fulfilling Party proves that this is caused by force majeure including but not limited to natural disasters, epidemics, pandemics, wars, riots, states of emergency, mobilization or similar military arrangements, confiscating, currency restrictions, import or export prohibitions or other similar circumstances which could not have been foreseen and avoided (or limited) and are outside the control of a Party.

14.2. Both Parties are obligated to immediately notify the other Party about an event of force majeure and take mutually agreed reasonable measures to overcome this situation.

14.3. However, Baettr is entitled to cancel any order where the force majeure situation continues in a period of more than 10 business days with immediate effect without further liability.

#### 15. Confidentiality

15.1. Images, drawings, calculations, prices, descriptions and other documents of any kinds (all together "Confidential Information") provided by Baettr to the Supplier must be remained strictly confidential by the Supplier and its representatives. The Supplier and its representatives undertake no disclosure of any Confidential Information received from Baettr. No other purpose of Confidential Information than the performance on the Purchases shall be entitled.

15.2. Disclosing Confidential Information to third parties is only allowed with the express prior written permission of Baettr. It is further agreed that this obligation shall survive termination or expiration of the contract.

15.3. Upon request by Baettr, Confidential Information shall be returned to Baettr or being destroyed / deleted within 7 days of such request.

#### 16. Termination

16.1. Baettr shall be entitled to terminate any contracts or agreements with the Supplier in the event that prices are no longer competitive. Baettr will only be bound on Purchase Orders that have already been placed with the Supplier.

16.2. If Baettr believes that the Supplier has materially breached any obligations under these TC or the Purchase Order, Baettr shall notify the Supplier in writing with a detailed description of the breach. The Supplier shall have 30 days from the receipt of the notice to use of all reasonable means to cure the alleged breach and to notify Baettr in writing that cure has been effected. In the event, the breach is not cured within the 30 days period, Baettr shall have the right to terminate any contracts with the Supplier without further notice. Termination shall be effective by the date of delivery of such notice.

16.3. Baettr shall further be entitled to terminate any contracts with the Supplier, cancel the Purchase Order without any liability if the Supplier breaches its obligations or the Supplier's business fails and goes bankrupt.

16.4. The cessation or closing down the business of the Supplier shall constitute a valid reason for termination for Baettr. In this case, Baettr shall be entitled to terminate any contract with the Supplier cancel the Purchase Order without any liability.

#### 17. Disputes, applicable law and place of jurisdiction

17.1. Any disputes arising from the contractual relationship must be settled according to Indian law under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

17.2. Place of jurisdiction for all disputes arising from the contractual relationship shall be Chennai, India.

17.3. In the event of a dispute, difference or claim between the parties arising out of the contractual agreement or in any way relating hereto, or arising out of any term, condition or provision herein mentioned or the construction or interpretation thereof or otherwise in relation hereto, the Parties shall firstly use its best endeavor to personally resolve such disputes or differences in an amicable manner within 30 days from the date that one of the Parties has first notified (in writing) the other Party of the existence of such disputes or differences and called upon the other Party to hold discussions / dialogues for resolving the same. In the event such disputes or differences are not resolved within the said period of 30 days, any Party may submit the claim to be finally settled by arbitration. Such arbitration shall be governed by with the arbitration rules of the Indian Arbitration and Conciliation Act ("Rules"), in force at the relevant time. The seat and venue of arbitration shall be Chennai, India. The dispute shall be decided by a sole arbitrator mutually appointed by the Parties in accordance with the Rules. All arbitration proceedings shall be conducted in the English language. The arbitration award shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.

#### 18. Notices

Any notices or other communication hereunder shall be in English. Any notices or other communication (a) shall be in writing, (b) may be given in any manner specified and (c) will be deemed effective as indicated:

(i) if in writing and delivered in person or by courier, on the date it is delivered;

(ii) if sent by electronic messaging system, on the date that an electronic message is received; or

(iii) if sent by certified or registered mail (airmail, if overseas) or the equivalent (return receipt requested), on the date that mail is delivered.

#### 19. Miscellaneous

19.1. Regardless of countries and borders, the "Ten principles of the UN Global Compact" shall apply and be complied with, especially but not limited for:

- International Human rights
- Employment standards of the relevant country
- No forced labor or child labor and discrimination of any kind
- Fighting corruption
- Environmental protection

19.2. Baettr reserves the right to visit the site of the Supplier to verify that all contractual obligations and requirements are met according to these TC and contracts or agreements.

19.3. The supplier shall accept the laid down principles as set out in the Code of Conduct of Baettr and the HSEQ Policy as binding. The current version of the Code of Conduct and the HSEQ Policy have been published on the website of Baettr ([www.baettr.com](http://www.baettr.com)). The Supplier further acknowledges the list of poisonous and harmful materials ("Chemical Blacklist") that are forbidden to be used with the Purchases. The Chemical Blacklist is stated on the website of Baettr ([www.baettr.com](http://www.baettr.com)).

#### 20. Severance

In the event that the whole or any parts or clauses of these TC are to be found invalid, this shall be without prejudice to the validity of the remaining provisions hereof.

#### 21. No Partnership

The contractual agreements between the Parties shall be construed on a principal to principal basis. It is not the intention of the Parties to form a partnership or a principal agent relation under these TC or any other contractual agreement.

#### 22. Assignment

The Supplier may not assign or transfer any of its respective rights or obligations under these TC without the prior consent of Baettr, provided that Supplier may so assign or transfer to an affiliate on terms where the Supplier remains liable hereunder unless, in Baettr's reasonable judgement, that affiliate-assignee is not sufficiently creditworthy to bear responsibility therefore.

#### 23. Further Assurances

The Parties agree to take all actions reasonably requested by the other to carry out the intent of this TC and the Purchase Order.