

GENERAL TERMS AND CONDITIONS- PURCHASE ORDER

1.CONTRACT INFORMATION AND MODIFICATION

These terms and conditions apply to everything listed in this Purchase Order and constitute Buyer offer to Seller, which Buyer may revoke at any time before Seller accept it, Seller should accept this Offer by sending Buyer a written acknowledgement If provide any items listed in the Purchase Order without having sent Buyer an acknowledgement, Seller will be deemed to have agreed to these conditions. If Seller acknowledgement contains any different terms or conditions, they will not be part of or Supplement this Contract or explain any term therein. It is clearly understood that, by sending an order acknowledgement of Buyer Purchase Order the Seller is deemed to:

1. Have accepted Buyer condition.
2. Have waived those conditions of supply /purchase, if any conflicting with that of ours

No prior proposals, statements, course of dealing, or usage of the trade will be part of this contract.

As used herein, the term 'products' shall include goods, supplies, materials, packaging, services, work, and data expressly or implicitly ordered herein.

2.CANCELLATION:

Buyers reserve the right to cancel this Purchase Order at any point of time if any of the following:

1. If Buyer's customers cancel their orders on Buyer.
2. If the Seller breaches this contract without written confirmation from the Buyer.
3. Also, in the event of any change in the business plan.

Seller will Indemnify Buyer for all costs & damages Buyer incur which arise out of a breach of any of the terms & conditions in this Purchase Order stated above and any loss or damage suffered by Buyer.

3.FORCE MAJEURE

A. Definition: "Force Majeure Event" shall mean any unforeseen circumstance or event beyond the control of the Buyer that prevents them from fulfilling their obligations under the contract, including but not limited to acts of God, natural disasters, government actions, cancellation of end customer PO on buyer or other similar events.

B. Cancellation Due to Force Majeure: In the event that the Buyer is unable to fulfill their obligations under this contract due to a Force Majeure Event, the Buyer shall have the right to cancel the contract without penalty or liability, provided that they provide written notice to the Seller as soon as reasonably practicable time, detailing the nature and impact of the force majeure event.

C. Effect of Cancellation: Upon cancellation of the contract due to a Force Majeure Event, the parties shall be released from any further obligations under the contract. Seller shall return any advance paid along with the Purchase Order or any equipment or tools to execute the contract.

D. Remuneration: In the event of cancellation due to Force Majeure Event, the Buyer shall not be liable for any compensation or damages to the Seller beyond any payments already made for services or products rendered up to the cancellation date.

E. Good Faith: The parties shall use their best efforts to mitigate the effects of any Force Majeure Event and to resolve any disputes arising from the application or interpretation of this clause in good faith.

F. Other Rights: The rights and remedies provided in this Force Majeure Clause are in addition to, and not exclusive of, any other rights or remedies provided by law.

4.COMMERCIAL TERMS

Price: Seller shall adhere to the agreed Purchase Order price and other terms during the tenure of the Purchase Order. The price covers the weight/unit of material and includes all necessary packaging charges.

Warranty : In addition to all other warranties, expressed or implied by law, Seller warrants that all products delivered hereunder shall be merchantable, free from defects in workmanship and materials shall strictly confirm to applicable specifications, related/ specified standards and will meet fit, form and function as specified and if of Seller's design, will be free from design defects.

Seller further warrants that all products shall be in conformity with applicable laws and shall comply in all respects to the report and or certificate referred to by the Buyer. All warranties, including service warranties and guarantees, shall run to Buyer, its

customer's and subsequent owners of the products or end products of which they are a part. In the event of a breach hereof, Buyer may require that the products be repaired or replaced by Seller or Buyer may return all or some of the products to Seller for refund or Buyer may retain the product, the price of this Purchase Order shall be equitably reduced. In the event of the return by Buyer to Seller of such products, Buyer shall charge to Seller all shipping costs both ways plus a reasonable charge for its services in effecting such return, together with any incidental expenses incurred by Buyer in connection therewith.

Responsibility for defective products shall be borne by Seller. In the event of a breach of warranty, expressed or implied, Seller agrees to indemnify Buyer and its customers for and hold each of them harmless from any liability, loss, cost and expense (including legal fees) directly or indirectly arising from any claim or action against Buyer or its customers relating to such breach. Except for latent defects, fraud and gross mistakes amounting to fraud, the term of this warranty shall be 24 months after delivery and acceptance by Buyer.

Transportation: Seller will ship items as per the Incoterms specified in the Purchase Order.

All products shall be prepared for shipment and packed to prevent damage or deterioration during transit. It is Sellers responsibility to ensure the proper packing based on product requirements (Ex. Dry Ice, ESD packing etc.)

Risk of Loss / Insurance: Buyer assume risk of loss as mutually agreed upon delivery terms during execution of this Purchase Order and according to INCOTERMS 2023.

Delivery: The Seller shall adhere to the delivery dates as specified in the Purchase Order. Early shipments will not be accepted unless otherwise mutually agreed.

Title: As per the Incoterms.

Set-Off: Buyer may set off any amount, Seller or any affiliated company owes Buyer against any amount Buyer owes Seller under this Purchase Order.

Termination: Buyer may terminate complete or any part of this Purchase Order at any time. The Buyer may also terminate any part of this Purchase Order without liability if the Seller defaults in performing this Purchase Order. If Buyer terminates because of Seller default, Seller will be liable for any costs and damages incurred by Buyer, which are attributed to Seller default. A default occurs if (1) Seller fail to perform within the time period specified in this Purchase Order or (2) Seller fail to make progress as to endanger performance of this Purchase Order, and in either of these two circumstances Seller do not cure the failure within 10 days or any period longer which Buyer have authorized in writing after Seller receive Buyer's written notice of default.

Government safety and Environmental Regulations: All purchased materials used in part manufactured shall satisfy current governmental and safety constraints on restricted, toxic, and hazardous materials; as well as environmental, electrical and electromagnetic considerations applicable to the country of manufacture and sale. The Seller shall ensure that all the applicable laws and regulations of the Buyers country shall be complied with.

Country of Origin: Invoice shall contain the country of origin of items, the country in which the item manufactured. Seller warrant that for items imported by Seller, the country of origin on Seller invoice is correct and the items marked conspicuously, legibly, indelibly, and permanently.

Quality: All Products furnished pursuant to this Purchase Order must comply with the specification submitted by Buyer to Seller. If no specifications given, Seller shall refer the description as specified in the Purchase Order or conform to a relevant standards or quality required by the product. All products shall be subjected to a final inspection and acceptance at destination within 12 months of receipts notwithstanding any prior payments and acceptance. Final inspection shall not relieve Seller of its obligation under its warranties. The Buyer shall have the option of returning rejected products to the Seller at the Seller's risk and expense. The Buyer shall charge the Seller transportation both ways plus charges for the Buyer's service in effecting such return, all charges Buyers incur in connection therewith.

5. OTHER TERMS

Buyer Property: Everything Buyer provide or pay for under this Purchase Order is Buyer property. Examples of Buyer property may include tools, dies, test equipment, material, inventions, and trade secrets developed in performing work under this Purchase Order, and technical and business information. Seller will mark Buyer property "Property of Hical Technologies Pvt Ltd." keep it in good condition, use it only to perform the order, hold it at Seller risk and apart from Seller property, insure it at Seller expense for replacement cost with loss payable to Buyer, and ensure that any information Buyer disclose to Seller or

At Buyer request, Seller will prepare Buyer property for return shipment and deliver it to Buyer promptly within no more than 7 days at Seller expense in the same condition as originally received by Seller.

Seller shall not use the Buyers property for any other purpose or for any other customers except as intended in our Purchase Order.

Seller Information: Any information of Seller or of another, which Seller disclose to Buyer, will not be considered confidential or proprietary. The Buyer acquires the information as part of the consideration for the order and free from all restrictions and Hical shall not be liable for infringement of either the Seller's or any third party's proprietary rights.

Audit Rights: Buyer reserves the right to audit in the Seller's plant, at Buyer expense, an Inspector or Inspectors who shall be permitted to inspect during manufacture and before shipment of any Goods against this order.

Non-Disclosure Agreement: Drawings, Specifications, data, designs, inventions, and other technical information supplied by Buyer shall remain Buyer's property and shall held in confidence by Seller. Such information shall not be produced, used, or disclosed to others by Seller without Buyer's prior written consent and shall be returned to Buyer upon completion of this Purchase Order or upon demand.

Any part /products which customized for Buyer's specifications cannot sold to other customers.

General Matters: Any assignment of the order or a right to payment will be void without Buyer written consent. Any waiver of a breach of contract must be in writing and signed by the insured party. The law of the State (Bangalore Jurisdiction) will govern any dispute between Buyer.

Patent and Trade Marks : To the extent that the products are not manufactured pursuant to a design originated by Buyer, Seller agrees to indemnify Buyer and its customers for and hold each of them harmless from any liability, loss, cost and expense (including reasonable legal fees) directly or indirectly arising from any claim or action against Buyer for infringement or otherwise of any patent, copyright, trademark, trade secret, label, name design or stamp used by Seller on the product supplied by Seller under this Purchase Order.

Disputes : Buyer may, by written notice to Seller, terminate all or any part of this Purchase Order in the event that Seller fails to make delivery within the time specified herein or fails to provide make progress so as to endanger the timely performance of Seller hereunder or if Seller fails to perform any of the other provisions of this Purchase Order.

Seller warrants that in the performance of this Purchase Order, it will comply with all applicable laws and ordinances.

Buyer may deduct all or any part of the liabilities, losses, costs, or expenses incurred by Buyer arising from a breach of this Purchase Order by Seller under this or any other Purchase Order.

6.CODE OF CONDUCT:

The Buyer is committed to conducting its business fairly, impartially, and in an ethical and proper manner. Buyer's expectation is that the Seller also will conduct its business fairly, impartially, and in an ethical and proper manner. The Buyer's further expectation is that the Seller will have (or will develop) and adhere to a code of ethical standards, which shall include at least the following.

- a. Requirement to comply with all laws and regulations.
- b. Assurance of a safe and healthy work environment
- c. Prohibition on the use of child or forced labour.
- d. Protection of the environment
- e. Prohibition on engagement in corrupt practices (e.g., facilitating, offering, paying, or accepting any bribe)

7.COMPLIANCE

The Seller shall meet the specific requirements as below.

- a. Compliance to REACH and ROHS
- b. Conflict Minerals compliance
- c. Prevention of Counterfeit materials

Please refer the URL: www.hical.com/Supply-chain/ on the Hical home page for General Terms and Conditions that govern this Purchase Order which may be updated from time to time. The last updated version at the aforementioned URL always applies.