

INFOMART INDIA PRIVATE LIMITED (“SELLER”) STANDARD TERMS AND CONDITIONS OF SALE
Revision: April 2025

1 TERMS AND CONDITIONS

All quotations and sales are made only upon these CONDITIONS. This document, and not any purchase order or other BUYER document (which, if construed to be an offer is hereby rejected), will be deemed an offer or counter-offer and is a rejection of any other terms or conditions. BUYER, by accepting any PRODUCT, making any payments or ordering any PRODUCT having previously received these CONDITIONS, will be deemed to have assented to these CONDITIONS, notwithstanding any terms contained in any prior or later communication from BUYER. SELLER's failure to object to any document, communication or act of BUYER will not be deemed a waiver of any of these CONDITIONS.

Any addition or change to these CONDITIONS must be specifically and expressly agreed to in writing by a duly authorized officer of SELLER before becoming binding on SELLER.

2 INTERPRETATION IN THESE CONDITIONS:

'**BUYER**' means the person who purchases PRODUCT from the SELLER;

'**PRODUCT**' means the PRODUCT which the SELLER is to supply in accordance with these Conditions;

'**MANUFACTURER**' means the supplier or manufacturer or original manufacturer who sells the PRODUCT to SELLER and which are supplied or sold to BUYER. The MANUFACTURER may also be the SELLER.

'**SELLER**' means the SELLER named in the price quotations or invoices. The SELLER may also be the MANUFACTURER.

'**CONDITIONS**' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes and special terms and conditions agreed in writing between the BUYER and the SELLER which shall be governed and construed in accordance with the laws of the SELLER's domicile;

'**CONTRACT**' means the contract for the purchase and sale of the PRODUCT;

'**WRITING**' includes document, e-mail, telex, cable, facsimile transmission and comparable means of communication.

3 ORDERS AND SPECIFICATIONS

3.1 No order shall be binding on the SELLER unless and until confirmed in WRITING by the SELLER's authorized representative.

3.2 The quantity, quality and description of any specification for the PRODUCT shall be those set out in the SELLER's quotation (if accepted by the BUYER) or the BUYER's order (if accepted by the SELLER).

3.3 The PRODUCT SELLER ships are all in accordance with MANUFACTURER's specification. Test data and other MANUFACTURER's documentation to support this certification are available in SELLER'S files or can be obtained from MANUFACTURER upon request.

- 3.4 If the PRODUCT are made wholly or partly in accordance with a specification submitted by the BUYER, the BUYER shall indemnify the SELLER against all loss, damages, costs and expenses which may be suffered or incurred by the SELLER from any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the SELLER's use of the BUYER's specification.
- 3.5 The SELLER may make any changes in the specification of the PRODUCT which are required to conform with any applicable legal requirements or, where the PRODUCT are to be supplied to the SELLER's specification, which do not materially affect their quality or performance.

4 CANCELLATION AND RESCHEDULING OF ORDERS BY BUYER

- 4.1 No CONTRACT or order may be cancelled, rescheduled or reconfigured without SELLER's prior written authorization and, in such event, BUYER will be liable to SELLER for any additional costs and expenses incurred by SELLER. Prices are subject to change by SELLER upon BUYER rescheduling or reconfiguration of orders. All PRODUCT are classified as NCNR ("Non-Cancellable, Non-Reschedulable and Non-Returnable"). SELLER shall effect delivery and issue invoice after 30 days (from receipt of the NCNR Parts from MANUFACTURER) if delivery date is not specified.

5 PRICE

- 5.1 The price of the PRODUCT shall be the SELLER's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the SELLER's published price list current at the date of acceptance of the order.
- 5.2 Prices do not include any taxes, freight, handling, duty or other similar charges, payment of which will be the sole responsibility of BUYER. Prices are conditioned upon timely payment and any past due balance will accrue interest as stipulated in these CONDITIONS. Freight charges may be constructed on the basis of standard carrier tariffs and may not reflect actual transportation costs.
- 5.3 The SELLER may, by giving notice to the BUYER at any time before delivery, increase the price of the PRODUCT to reflect any increase in the cost to the SELLER which is due to any factor beyond the control of the SELLER (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the PRODUCT which is requested by the BUYER, or any delay caused by any instructions of the BUYER or failure of the BUYER to give the SELLER adequate information or instructions.
- 5.4 Prices are also subject to change in response to MANUFACTURER price increases, whereupon, BUYER may only cancel the undelivered portion of any affected order by delivering written notice to SELLER PRIOR to the shipment thereof and within 10 days of its receipt of notice of the price increase PROVIDED this provision does NOT apply to NCNR purchase orders.
- 5.5 Unless otherwise stated in the terms of the subject quotation or, if no quotation is made, then in any price list of the SELLER, or any last date agreement signed between the parties, then all prices are FOB SELLER facilities (that is, ex-works EXW basis).

6 TERMS OF PAYMENT

- 6.1 SELLER reserves the rights to issue invoice at any time after delivery of PRODUCT and BUYER shall settle the invoice by the due date stated on the invoice or, where not so stated, within 30 days from the date of the invoice.
- 6.2 Subject to any special terms agreed in WRITING between the BUYER and the SELLER, the SELLER shall be entitled to invoice the BUYER for the price of the PRODUCT on or at any time after delivery of the PRODUCT, unless the PRODUCT are to be collected by the BUYER or the BUYER wrongfully fails to take delivery of the PRODUCT, in which event the SELLER shall be entitled to invoice the BUYER for the price at any time after the SELLER has notified the BUYER that the PRODUCT are ready for collection or (as the case may be) the SELLER has tendered delivery of the PRODUCT.
- 6.3 The BUYER shall pay the price of the PRODUCT without any deduction within the credit term allowed by the SELLER in WRITING, and the SELLER shall be entitled to recover the price, notwithstanding that delivery may not have taken place and the property in the PRODUCT has not passed to the BUYER. The time of payment of the price shall be of the essence of the CONTRACT.
- 6.4 If the BUYER fails to make any payment on the due date then, without prejudice to any other right or remedy available to the SELLER, the SELLER shall be entitled to
- a) cancel the CONTRACT or suspend any further deliveries to the BUYER (whether under the same CONTRACT to which the failure relates or under any other CONTRACT); and
 - b) appropriate any payment made by the BUYER to such of the PRODUCT (or the PRODUCT supplied under any other CONTRACT between the BUYER and the SELLER) as the SELLER may think fit (notwithstanding any purported appropriation by the BUYER); and
 - c) charge the BUYER interest (both before and after any judgment) on the amount unpaid, at the rate of 2.5 per cent per annum above the prime rate or the maximum lending rate permissible by the laws of the SELLER's domicile, whichever is higher.
- 6.5 SELLER may at any time in its absolute discretion assign accounts receivable to any SELLER affiliate. The BUYER is hereby expressly notified that any credit balance or other sum owed to BUYER which remains unclaimed by BUYER for a period of 18 months from the date of cause of claim, will be absolutely forfeited by the SELLER as administration charges and the BUYER hereby waives any claims it may have on such amounts.

7 DELIVERY

- 7.1 SELLER will not be liable for any failure or delay in its performance or in the delivery or shipment of PRODUCT, or for any damages suffered by BUYER by reason of such failure or delay, when such failure or delay is caused by, or arises in connection with, any fire, flood, accident, riot, earthquake, severe weather, war, governmental interference or embargo, strike, shortage of labour, fuel, power, materials or supplies, delay in delivery by SELLER's suppliers or any other cause or causes beyond SELLER's reasonable control. SELLER reserves the right to cancel without liability any order, the shipment of which is or may be delayed for more than 30 days by reason of any such cause. SELLER reserves the right to allocate in its sole discretion among BUYERs or potential BUYERs, or defer or delay the shipment of, any product which is in short supply.

- 7.2 Where the PRODUCT are to be delivered in instalment, each delivery shall constitute a separate CONTRACT and any default by the SELLER relating to any one or more of the instalments (whether in respect of delivery, quality or otherwise) shall not entitle the BUYER to treat the Contract as a whole as repudiated.
- 7.3 If the BUYER fails to take delivery of the PRODUCT or fails to give the SELLER adequate delivery instructions at the time stated for delivery then, without prejudice to any other right or remedy available to the SELLER, the SELLER may store the PRODUCT until actual delivery and charge the BUYER for the reasonable costs (including insurance) of storage; or sell the PRODUCT at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the BUYER for the shortfall (if any) below the price under the CONTRACT.
- 7.4 In the absence of prior agreement as to shipping, SELLER may select a carrier. BUYER will pay for storage charges if PRODUCT are held by SELLER at BUYER's request pending instructions or rescheduled delivery.
- 7.5 PRODUCT are deemed accepted by BUYER unless BUYER notifies SELLER in writing within 10 days (or such other time as agreed or set out in the purchase order) of delivery of PRODUCT any shortages, damage or defect. No returns may be made for any reason without notification within time as above said as well as with a Return Authorization Form issued by SELLER. If BUYER refuses to accept tender or delivery of any PRODUCT or returns any PRODUCT without authorization from SELLER, such PRODUCT will be held by SELLER for 7 days, after which the SELLER is entitled to dispose of the PRODUCT as it sees fit, without prejudice to claiming against the BUYER for the full amount of purchase price of the PRODUCT and any other costs, expenses, charges, damages and loss as may be suffered by the SELLER.

8 RISK AND PROPERTY

- 8.1 Risk of damage to or loss of the PRODUCT shall pass to the BUYER:- (a) in the case of PRODUCT to be delivered at the SELLER's premises, at the time when the SELLER notifies the BUYER that the PRODUCT are available for collection; or (b) in the case of PRODUCT to be delivered otherwise than at the SELLER's premises, at the time of delivery or, if the BUYER wrongfully fails to take delivery of the PRODUCT, the time when the SELLER has tendered delivery of the PRODUCT.
- 8.2 Notwithstanding delivery and the passing of risk in the PRODUCT, or any other provision of these Conditions, the property in the PRODUCT shall not pass to the BUYER until the SELLER has received in cash or cleared funds payment in full of the price of the PRODUCT and all other PRODUCT agreed to be sold by the SELLER to the BUYER for which payment is then due.
- 8.3 SELLER retains a purchase money security interest in all PRODUCT sold by SELLER to BUYER and in the proceeds of any resale of such PRODUCT, until the purchase price and any other charges due to SELLER have been paid in full. BUYER agrees to execute any financing statements SELLER may request in order to protect SELLER's security interest and hereby authorizes SELLER to execute and irrevocably appoints SELLER as its attorney to execute or enforce such financing statements. Upon any breach by BUYER of these CONDITIONS, SELLER will have all rights and remedies of a secured party under applicable law, which rights and remedies will be cumulative and not exclusive. BUYER is

responsible for all costs and expenses incurred by SELLER in collecting any sums owing by BUYER (which may include, but are not limited to, collection agency and reasonable attorney's fees). The BUYER shall bear all costs of the SELLER in enforcing any judgment or collection effort arising from BUYER's breach. SELLER shall have the right to offset any sums owed by the SELLER or its associate SELLER or subsidiary against any sums owed by BUYER to SELLER or its associate SELLER or subsidiary.

- 8.4 Until the property in the PRODUCT passes to the BUYER, the BUYER shall keep the PRODUCT separate from those of the BUYER and third parties and properly stored, protected and insured and identified as the SELLER's property, but shall be entitled to resell or use the PRODUCT in the ordinary course of its business.
- 8.5 Until the property in the PRODUCT passes to the BUYER (and provided the PRODUCT are still in existence and have not been resold), the SELLER shall be entitled at any time to require the BUYER to deliver up the PRODUCT to the SELLER and, if the BUYER fails to do so forthwith, to enter upon any premises of the BUYER or any third party where the PRODUCT are stored and repossess the PRODUCT.

9 EXPORT CONTROL AND TRADE LAW COMPLIANCE

- 9.1 Buyer agrees to fully comply with all applicable export control laws and regulations, including but not limited to (i) the requirements of the U.S. Export Administration Act and Export Control Reform Act, 50 U.S.C. 4801-4852, including the Export Administration Regulations, 15 C.F.R. 730-774, (ii) the various sanctions regimes enforced by the U.S. Office of Foreign Assets Control (OFAC), and (iii) anti-bribery laws and regulations, including but not limited to, the Foreign Corrupt Practices Act of 1977, as amended (collectively the "Trade Laws"). Buyer shall (i) not export, re-export, and/or transfer the Products to (a) any countries or regions that are subject to U.S. embargoes (including, without limitation, Iran, Syria, North Korea, Cuba, and the Crimea, Donetsk, and Luhansk regions of Ukraine), (b) any end user to whom exports are prohibited under any Trade Laws, including individuals and entities listed on OFAC's Specially Designated Nationals and Blocked Persons List (SDN List), or the U.S. Department of Commerce Bureau of Industry and Security's (BIS) List of Denied Persons or Entity List, (c) any end use prohibited by Trade Laws, including, without limitation, military (as defined in 15 CFR 744.21(f)), missiles, nuclear, chemical, or biological weapons proliferation, (d) any military-end user as defined in 15 CFR 744.21(g) in China, Russia, Belarus, Venezuela, Burma, or Cambodia, or (e) any country for which an export license is required without first obtaining the license from the applicable governmental agency and (ii) refrain from taking any actions in connection with the products that would cause Seller to be in contravention of any Trade Laws.
- 9.2 BUYER certifies that the commodities, software, and/or technology will not be used, sold, re-exported or incorporated into products used directly or indirectly, in the design, development, production, stockpiling, or use of chemical or biological weapons, nuclear programs (including activities related to nuclear explosive devices, nuclear reactors, and nuclear fuel-cycle activities), missiles (including cruise and ballistic missile systems, space launch vehicles, sounding rockets, target drones, remotely piloted vehicles, and reconnaissance drones), and maritime nuclear propulsion projects except as authorized under applicable laws and regulations relating to the export and/or re-export of these items.

- 9.3 BUYER certify that the commodities, software, and/or technology will not be sold, re-exported or incorporated into products for use by military, police, or intelligence entities, or for any space or medical applications except as authorized under applicable laws and regulations relating to the export and/or re-export of items to such entities.
- 9.4 BUYER certify that the commodities, software, and/or technology will not be used directly or indirectly, sold, re-exported or incorporated into products that constitute general purpose microprocessors for military end-uses or military end-users.
- 9.5 BUYER certify that no commodities, software, and/or technology obtained from SELLER, its subsidiaries and/or affiliates, or of U.S. origin will be exported or re-exported (directly or indirectly), diverted, or transhipped to or via any country in violation of U.S. unilateral or U.N. economic embargo.

10 INSOLVENCY OF BUYER

- 10.1 Seller may cancel any unfulfilled order immediately and without notice to Buyer if Buyer becomes insolvent, is adjudicated bankrupt, petitions for or consents to any relief under any bankruptcy recognized statutes, or in the judgment of Seller, is unable to timely meet its financial obligations in the normal course of business.

11 WARRANTY

- 11.1 Seller warrants to Buyer that products will conform to the applicable Seller specifications in all material respects and be free from defects caused by defective material and faulty workmanship, with respect to products where Seller is also the Original Equipment Manufacturer ("OEM") for a period of six (6) months from date of shipment to Buyer.
- 11.2 Seller's sole and maximum liability for breach of its warranties is limited to the obligation, at Seller's sole discretion, to provide replacement products, or credit Buyer's account, for any product delivered hereunder which either becomes defective or fails to meet the applicable specifications during the warranty period provided that (a) Seller is notified in writing by Buyer within seven (7) days after discovery of the failure to meet specifications or within sixty (60) days from the date of the invoice, whichever is earlier; (b) Buyer obtains a RMA from Seller prior to returning any defective products; (c) the defective products are returned to the Seller, transportation charges prepaid by Buyer (if upon examination by the Seller, it determines that the products are entitled to this warranty, then the Seller shall be responsible for all the transportation charges to and from the Seller's facility); (d) the defective products are received by the Seller for adjustment no later than four (4) weeks following the date of the RMA; and (e) the SELLER's examination of such products shall disclose that such defects or failure have not been caused by misuse, abuse, neglect, improper installation or application, repair, alteration, damage by rain, fire or casualty or by accident or negligence in use, storage, transportation or handling. In the event any of the foregoing conditions, Seller shall have no liability under this warranty whatsoever.
- 11.3 SELLERS OBLIGATION TO HONOR THESE WARRANTIES IS CONTINGENT UPON SELLER'S RECEIPT OF PAYMENT IN FULL FOR THE PRODUCTS.
- 11.4 SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11.5 THE FORGOING STATES THE ENTIRE WARRANTY LIABILITY OF SELLER.

12 CONFIDENTIALITY

12.1 BUYER agrees to use reasonable measures, but in any event no less than the standard applied in handling its own confidential / proprietary information, in handling and maintaining in confidence any confidential / proprietary information as disclosed by SELLER.

13 LIMITATION OF LIABILITY

13.1 SELLER SHALL NOT BE LIABLE FOR DAMAGES DUE TO DELAY IN DELIVERY. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL COSTS OR DAMAGES OF ANY KIND, HOWEVER CAUSED, WHETHER ARISING FROM CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S AGGREGATE LIABILITY TO BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF PRODUCTS HEREUNDER

14 MEDICAL DEVICES AND LIFE SUPPORT POLICY

14.1 SELLER'S PRODUCTS ARE NOT AUTHORIZED FOR USE IN ANY MEDICAL OR LIFE SUPPORT DEVICES OR SYSTEMS WITHOUT THE PRIOR WRITTEN APPROVAL OF SELLER.

14.2 "Life support devices or systems" are devices or systems which (i) are intended for surgical implant into the body, or (ii) support or sustain life and whose failure to preform when properly used can be reasonably expected to result in loss of life or significant injury to the user

15 APPLICABLE LAW AND ARBITRATION

15.1 The Standard Terms shall be governed by and construed under the laws of the Republic of India without regard to conflicts of laws or the United Nations Conventions on Contracts for the International Sale of Products. The sole jurisdiction and venue for actions related to the subject matter hereof shall be the courts in India.

15.2 In the event any dispute arises with respect to any of the provisions herein or the performance of the terms and conditions hereof or of any modification hereof by either of the parties hereto, such dispute, if not settled by negotiations between the parties within a reasonable time, shall be settled by arbitration in accordance with the rules then prevailing of the American Arbitration Association and judgment upon the award rendered may be entered in any court having jurisdiction thereon in any such proceeding the arbitrator shall make every reasonable effort to resolve the matter expeditiously and to reduce the cost of the proceeding by limiting discovery and other means; and neither party shall be entitled under any circumstance to receive punitive exemplary damages. Negotiation and/or arbitration results shall be treated as confidential. Unless otherwise agreed in writing, such arbitration shall be conducted in India, and Buyer and Seller consent to jurisdiction and venue in the courts of India. Judgment of the arbitrator shall be final and binding. Each party hereto waives its right to an appeal and/or a jury.

16 SEVERABILITY AND GENERAL CONDITIONS

- 16.1 In the event of any default by Buyer, Seller may decline to make further shipments. If Seller elects to continue making shipments, such action shall not constitute a waiver of any default by Buyer or in any way affect Seller's legal remedies for such default.
- 16.2 If any term or provision hereof is determined to be illegal, unenforceable or invalid, in whole or in part, for any reason, such provision shall be stricken, and such provision shall not affect the legality, enforceability or validity of the remainder.
- 16.3 These Standard Terms and any documents referred to herein, set forth the entire agreement between the parties with respect to the subject matter hereof and supersede all previous agreements between or among the parties.