General Conditions of Sale and Delivery
Umicore Autocat India Private Limited

1. **Definitions**
In these terms, "Purchaser" means the entity purchasing the Goods, including any successors thereof; "Goods" means the goods, products, services and/or materials manufactured, imported, supplied and/or delivered for or to Purchaser; "Purchase Order" ("PO") means any order issued by Purchaser to Umicore; "Contract" means the PO accepted by Umicore or agreement between the parties on terms and conditions as captured under these General Conditions of Sale and Delivery with reference to a particular transaction which shall prevail over any contract by Umicore Autocat India Private Limited ("us" , "our", "we" or "Umicore") and Purchaser for the supply of Goods, except as provided in item 32, either as specified in our pertinent invoice or as otherwise contemplated therein, whether expressly or impliedly, including by actual acceptance of the Goods by Purchaser and/or by any payment therefor. The parties expressly agree that the conclusion of the Contract shall be deemed to constitute full consent to performing all transactions contemplated thereby on the sole and exclusive basis of these General Conditions of Sale and Delivery, unless otherwise confirmed in writing by us.

2. **Essential Part of Contract:**
These General Conditions of Sale and Delivery apply to all Contracts relating to deliveries and services rendered to commercial customers, with the exception of contracts relating to the refinery and extraction of precious metals (for which our General Tolling Conditions apply). Our General Conditions of Sale and Delivery apply exclusively. We expressly reject all provisions contained in communications from Purchaser that conflict with or are inconsistent with the terms contained herein. Our silence signifies our rejection of the conditions of the Purchaser.

3. **Offers, Contracts:**
Our offers are subject to change without notice. Any PO requires our acceptance in writing or an order acknowledgement issued with the aid of automatic facilities, whereby the execution of an order is deemed acceptance. Any Contract subject to these General conditions of Sale and Delivery shall be non-cancellable in whole or in part by Purchaser except with the prior written consent of Umicore. In the event of any cancellation, Purchaser shall compensate Umicore for damages which Umicore suffers due to the cancellation of the Contract. Statements or notifications by the Purchaser after conclusion of the Contract shall only be effective after mutual agreement. No representations, warranties or guarantees other than those contained herein and no variation of these terms and conditions shall be binding on us unless made in writing and signed by our duly authorized representatives. Any variation, representation, warranty or guarantee made as aforesaid will apply only to the particular order.

   Umicore reserves the right to cancel any Contract, or to refuse or delay shipment thereof, if Purchaser: (i) fails to make any payment as provided in these General conditions of Sale and Delivery or under the terms of payment set forth in any invoice or otherwise agreed to by Umicore and Purchaser, (ii) fails to meet reasonable credit or financial requirements established by Umicore, including any limitations on allowable credit, or (iii) otherwise fails to comply with these General conditions of Sale and Delivery.

4. **Solvency of Purchaser**
Purchaser's PO constitutes Purchaser 's representation that Purchaser is solvent, able to pay its debts when they become due and is in sound financial condition and this representation is a condition to Umicore's acceptance of Purchaser's PO.

5. **Prices:**
Prices - unless otherwise agreed expressly in writing - do not include the costs of packing, insurance, freight and tax. Purchaser shall pay any and all such charges and hold Umicore harmless therefrom. The quantities, weight or number of pieces determined at our supply plant are authoritative for invoicing.

   If the prices are based on the purchase of a particular quantity of Goods and Purchaser fails to purchase that quantity which would justify the pricing granted, Umicore shall have the right, in addition to any other remedies at law or equity, to (i) recover from Purchaser the difference between the stated price and Umicore's standard prices for such Goods in the quantity actually purchased by Purchaser or (ii) adjust future pricing for any order of the Goods by Purchaser.

   Raw material and production costs included in our price offer are based on 2025 cost level. If changes occur, such as changes in economic conditions, import duties, taxes, cost increase due to unforeseen need to change coating technology or production process, then both Parties have the right to initiate price negotiations.

6. **Set-off and retention:**
The Purchaser may only set-off uncontested counterclaims or counterclaims recognized by unappealable order or judgment. The Purchaser may only assert a right of retention if this is based on the same contract; this restriction shall not apply if the counterclaims of the Purchaser are uncontested or have been recognized by an unappealable order or judgment. The Purchaser does not have a right to satisfaction pursuant to Section 63 of the Indian Contract Act, 1872.

   Unless otherwise agreed to by Umicore in writing, payment shall be made within the agreed payment term, without setoff of any kind. Any credits or setoffs alleged by Purchaser to be due from Umicore shall not be deducted from the amounts due from Umicore under Contract until Umicore shall have issued and delivered to Purchaser Umicore's credit note authorizing such deduction. To the extent permitted under applicable law, past due accounts and sums improperly deducted shall accrue with interest at 1% per month. Additionally, Purchaser shall pay to Umicore all costs and expenses incurred by Umicore in seeking collection of any amounts owed by Purchaser to Umicore.

7. **Tools and Models:**
Tools and models remain our property, even if the Purchaser pays for them in full or in part.

8. **Prepayment, Security:**
We reserve the right to request in writing a prepayment or security amounting to the invoice value of the delivery if circumstances arise or become known to us subsequently which could endanger the collection of the purchase price. If the Purchaser fails to make the prepayment or provide the security within a reasonable period after such written request, we have the right to rescind the Contract forthwith without prejudice to any rights which we may have against the Purchaser in respect of breach of Contract or otherwise.

9. **Place of Performance:**
Place of performance for the delivery is our production plant or warehouse.

10. **Dispatch, Deliveries:**
Unless otherwise agreed in writing, all Goods are dispatched at the risk of the Purchaser. We reserve the right to select the method of transport, the route and the carrier. Partial deliveries are permitted. Item 9 remains unaffected. Unless otherwise agreed in an individual case, the Purchaser is responsible for compliance with statutory and official regulations on import, transport, storage and use of the Goods.

    Delivery of any of the Goods by or on behalf of Umicore to any common carrier or to any other carrier or agent for shipment to Purchaser, or such other party as Purchaser shall designate, shall be deemed delivery thereof to Purchaser for all purposes and risk of loss thereof, including damages or theft in transit, shall immediately be transferred to and be deemed assumed by Purchaser, regardless of any freight terms of any shipping agent that has been specified by Purchaser. Transfer of risk shall be as per agreed incoterms.

    In the event that there should be a shortage of any Goods for any reason, Umicore may apportion its available goods among itself, its affiliates and all its customers in such a manner as it deems reasonable in its sole discretion. Purchaser acknowledges and agrees that Umicore shall have no liability to Purchaser with respect to any such shortage, delay in delivery or apportionment of Goods.

11. **Date of Delivery:**
Even if a reminder suffices or is not required in accordance with the law, we shall not be deemed in delay until after the expiry of a reasonable deadline for final delivery set by the Purchaser in writing.

12. **Transport Insurance:**
We are authorized to obtain appropriate transport insurance on behalf and at the expense of the Purchaser for an amount at least equal to the value of the Goods/the invoiced value.

13. **Retention of Title:**
    1. The Goods sold shall remain our property until payment in full of all current and future claims arising under or in connection with the entire business relationship with the Purchaser, irrespective of the legal ground. Hence, this includes, in particular, claims to performance of the Contract, to damages based on default, non-performance or the breach of other contractual or pre-contractual duties and claims based on the law of torts and the right to satisfaction.
    2. The processing or transformation of the reserved Goods by the Purchaser is carried out by the Purchaser on our behalf as producer. If our Goods have been combined, mixed or processed to produce new goods, our title shall extend to the new product. The Purchaser hereby assigns to us his rights to the new product. If a third party's right of ownership continues to exist when our Goods are processed, combined or mixed with the third party's goods, we shall acquire co-ownership of the processed goods in relation to the new product. The value of the processed goods at the time of such processing, combination or mixing shall be relevant. If the Purchaser combines or mixes our reserved Goods with the main goods of a third party for compensation, the Purchaser hereby assigns to us his right to compensation from such third party. The above ratio applies accordingly to the amount of the assigned claim.
    3. The Purchaser may, in the ordinary course of his business, resell any Goods to its customers, which are subject to our retention of title. The Purchaser hereby assigns to us all his claims arising from such resale up to the amount of the value of the reserved Goods at the time of the resale. The Purchaser is authorized to collect payments for claims from such resale for as long as he meets his obligations towards us in due form. If so requested by us, the Purchaser shall advise his customers of such assignment of rights and provide us with the information and documents necessary to enforce our rights vis-à-vis these parties.
    4. The Purchaser is obligated to insure the reserved Goods to a reasonable extent against fire, water damage, burglary and theft at his expense. The Purchaser hereby assigns to us any possible claims against the insurance up to the amount of the value of the reserved Goods at the time of the occurrence of the insured event.
    5. The Purchaser is not authorized to dispose of the reserved Goods in any manner other than as stated above. In particular, the Purchaser may not lend on the reserved Goods or assign them as collateral, pledge or sell them. Access by third parties to Goods and receivables belonging to us shall be notified without undue delay in writing. If so requested by us, the Purchaser shall provide all the information required on the stocks of the Goods belonging to us and on the receivables assigned to us. The Purchaser shall also mark the Goods belonging to us as our property on our request and notify his buyers of the assignment.
    6. In the event of payment default on the part of the Purchaser, we are entitled to revoke the Purchaser's authorization to resell the reserved Goods and to collect the receivables assigned to us, to disclose the assignment of the receivables and/or to demand the provisional surrender of the Goods belonging to us at the expense of the Purchaser even without rescission of the purchase contract and without granting any grace period.
    7. The receivables assigned based on sub-paragraphs 2 to 4 serve to secure all receivables under sub-paragraph 1.
    8. In the event that the value of the security exceeds our claims against the Purchaser by more than 10 percent, we shall be obligated to release the security in excess of said limitation.

14. **Force Majeure:**
In the event of force majeure, such as war, civil commotion, epidemic, pandemic and natural disasters as well as labor disputes and disruptions of transport or plant operations, directions by authorities, scarcity of energy or raw materials, inability to obtain space, raw materials or shipping space on terms deemed reasonable by Umicore; delays of any subcontractor, quarantine restrictions or similar difficulties beyond the control of the parties affecting either party during the term of a Contract, all commitments arising from the Contract shall be suspended for the duration and scope of the impediment. In each case the parties shall amicably agree if and to which extent suspended deliveries caused by force majeure shall be effected subsequently.

    In addition, Umicore shall be so excused in the event it is unable to acquire or procure from its usual sources and on terms it deems to be reasonable, any material necessary for manufacturing or acquiring the Goods. Any delivery date may be extended, at Umicore's option, to the extent of any delay resulting from any force majeure event.

15. **Intellectual Property Rights:**
In case of items produced based on the specifications of the Purchaser, the Purchaser shall assume the warranty that the industrial property rights of third parties are not infringed by the production and operation of such items.
The Purchaser shall indemnify and hold harmless us against all third-party claims in this connection. The Purchaser is responsible for independently checking the existing property rights of third parties and is obligated to notify us of such rights.

    To the extent that any part of the Specifications with respect to the Goods were originated by Purchaser and provided to Umicore, Purchaser hereby grants Umicore a nonexclusive, limited license to use, copy, modify or otherwise utilize any materials or intellectual property of Purchaser for purposes of making Umicore's Goods and otherwise fulfilling Umicore's obligations herein.

16. **Product Information, Nature:**
Details in product brochures or other advertisements about our products, equipment, plant and processes are based on our research and our experience in the field of applied engineering and are merely recommendations. It is not possible to infer any warranted qualities or warranted use from these details, unless they were expressly agreed as a warranted quality. We reserve the right to make technical modifications in the course of our product development.

The Purchaser must verify the suitability of our products and processes for the use or application intended by him on his own responsibility. This shall also apply to the protection of third party property rights as well as to applications and processes. The properties of samples and specimens are binding only if these have been expressly agreed to define the quality of the Goods. Information on the quality and durability and other particulars are warranted only if these are agreed and designated as such.

The specifications agreed with the Purchaser in writing are relevant for the quality of the Goods and if specifications have not been agreed in writing, the information contained in our technical data sheets or drawings.

Any additional or diverging agreements on the quality must be in writing. Any suitability of the Goods for the presupposed or customary use which supplements or diverges from the agreed quality is out of the question.

17. **Notification of Defects:**
The Purchaser shall notify us of all defects without undue delay in writing, however no later than 5 working days after receipt of the Goods (in the event of hidden defects without delay, however no later than 5 working days after the discovery thereof). Should the Purchaser fail to give such notification, the Goods shall be deemed accepted.

All claims for alleged defects in the Goods shall be deemed waived if the non-conforming Goods have been changed, altered, damaged or destroyed by Purchaser or Purchaser 's personnel, or any third party (including without limitation, Purchaser's customers).

Umicore shall be allowed a reasonable period to investigate any claim relating to nonconforming Goods and shall be given access to Purchaser's relevant goods, records and data for this purpose.

18. **Warranty:**
In the event of defective Goods, we shall, at our discretion, either replace or repair the Goods upon demand by the Purchaser (subsequent performance). Should our subsequent performance fail to remedy the defects, the Purchaser shall be entitled, at his discretion, to either reduce the purchase price or to withdraw from the Contract. The Purchaser is entitled to claim for damages only to the extent specified in item 20. Claims based on defects by the Purchaser become time-barred one year after the delivery of the Goods; notwithstanding this, the statutory limitation periods apply:
- in the event of liability based on intent or gross negligence or other tort or the fraudulent concealment of a defect;
- to damage caused by death, injury or an impairment to health which we, our legal representatives or our vicarious agents caused intentionally or negligently;
- in the event of recourse by the Purchaser based on the provisions on consumer sales.

The Purchaser shall not return products until we agree that the Purchaser may do so. Should applicable law prohibit this limitation of Purchaser's remedies, then we agree that the maximum amount the Purchaser may claim from us shall be the net purchase price the Purchaser actually paid us. This limited warranty is given to the Purchaser and shall not extend to any subsequent Purchaser or transferee of our Goods. Purchaser is not entitled to extend or transfer this warranty to any other party. This warranty is in lieu of all other warranties, written or oral, statutory, expressed or implied, including any warranty of merchantability or fitness for a particular purpose, unless specific performance warranty may have been issued in writing by us to the Purchaser.

This limited warranty does not extend to any system or module or device into which any Goods may be incorporated and Umicore provides no representation or warranty that its Goods will operate as anticipated within any system or module or device or application.

No warranty or representation or guarantee is made by Umicore as a result of the delivery of any sample, prototype, product information sheet, sale or marketing material, custom, trade practice, or statement by a representative of Umicore.

Umicore shall not be liable for any claims or damages arising out of Goods used in applications not expressly intended by Umicore as set forth in the specifications.

19. **Delivery Shortages:**
In the event of short deliveries, we shall, if reasonable, cover the shortage. Otherwise item 18 sentence 2 applies accordingly. Item 18 sentence 3 and 4 remain unaffected.

20. **Limitation of Liability and Exclusion from Liability:**
Our liability is based on the law as a basic principle, unless otherwise specified in these General Conditions of Sale and Delivery. In the event of a slightly negligent breach of contractual duties, the performance of which renders the proper implementation of the Contract possible in the first place and compliance with which the contracting parties can usually rely on, our liability is limited to compensation of the typical, foreseeable damage; in cases of a slight negligent breach of other contractual duties, our liability is excluded. To the extent permitted by law, in no event shall Umicore's liability exceed the 15% of coating fee for the Goods in that particular lot invoiced in relation to the said claim, unless otherwise agreed in writing. The limitation of liability and exclusion from liability does not apply to damage caused by death, injury or an impairment to health, and if and to the extent that we have compulsory liability under relevant statute or for other reasons.

21. **Statements of Account, Set-off Prohibition:**
The Purchaser shall verify the correctness and completeness of statements of account, in particular balance confirmations, as well as notifications and settlements of accounts. Objections to statements of account shall be made in writing within one month from the date of the respective statement. Any other objections shall be made without undue delay. Failure to make timely objections shall constitute approval. The Purchaser may only set-off uncontested claims or claims recognized by declaratory judgment and enforce a right of retention if his counterclaim is uncontested, has been recognized by declaratory judgment or is ripe for judgment.

22. **Place of Jurisdiction:**
The place of jurisdiction shall be the registered office and/or plant of our company exclusively if the customer is a merchant. However, we are entitled to bring action against the Purchaser at his place of general jurisdiction.

23. **Applicable Law:**
The laws of India are applicable. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall not apply.

24. **Trade Terms:**
If the INCOTERMS of ICC Paris are agreed, these apply in the version applicable upon conclusion of contract, which are available for perusal under **www.iccwbo.org/**

25. **Export Controls**
Purchaser shall only use the Goods for non-military, peaceful purposes, unless otherwise specifically agreed to in writing by Umicore. Purchaser shall not export/re-export or otherwise transfer or provide Goods to any country which is listed as prohibited country or for a prohibited end use, as provided in Foreign Trade policy by Directorate General of Foreign Trade (DGFT) under the Ministry of Commerce & Industry, Government of India.

Purchaser understands there are export/re-export regulations and it is Purchaser's responsibility to comply with applicable regulation. Umicore cannot be held liable by Purchaser for any loss or expense if Purchaser fails to comply with applicable Export Control Laws or with the provisions set forth therein. Further, unless export of Goods is mutually discussed and agreed by Umicore, Umicore shall not hold any warranty or liability arising whatsoever from such exported goods.

26. **Supplementary conditions for services rendered to parts supplied by the Purchaser:**
1. Defects in supplied parts of the Purchaser discovered by us during processing entitle us to either rescind the Contract or invoice the additional work entailed at our discretion.
2. Our incoming goods inspection of the parts supplied by the Purchaser to be processed by us is restricted to determining the identity of the goods and their conformity with the delivery documents, checking for obvious transport damage, checking the external condition and the quantity delivered, insofar as this is permitted by the condition in which such goods are delivered. Any additional checks shall be carried out only if they were agreed in advance with the Purchaser in writing or if we consider these necessary in our opinion.
3. The density of hollow goods shall not be checked. They must be supplied in a state that is fully and faultlessly processable.
4. Rejects and short quantities for series parts must be agreed in writing with the Purchaser before processing. If no such agreement is made, the Purchaser may not derive any claim for the reimbursement of raw parts from the rejects or short quantity.
5. Unless otherwise agreed in writing, quality inspections shall be carried out at our discretion by sampling.
6. In the event of a legitimate complaint, which can be proven to be our fault, we shall be liable only up to the order value of the parts to which the complaint refers. In this case, we shall either credit the respective amount or offer to process supplied replacements free of charge. In other respects, item 20 applies.
The Purchaser bears the transport risk. We do not know the value of the parts to be processed. Upon request by the Purchaser, we will take out a transport insurance for the costs of the material at his expense.

27. **Taxes**
Any taxes, cess or duties levied by central/state/municipal/local or any other authority, now in effect or hereinafter imposed, on the sale, transportation or delivery of the Goods delivered hereunder shall be paid by Purchaser, and, if directly paid by us, reimbursed to us by the Purchaser. Statutory levies, duties, taxes, if any, leviable on the Goods cleared/delivered hereunder shall be to Purchaser's account. In the event however, if any Goods are being cleared/delivered at NIL or lower rate of duty and liability thereon is borne by us in the first instance, Purchaser shall, on such Goods attracting levy of higher rate of duties subsequently, reimburse us the equivalent to the enhanced rate of duties initially borne by us. As Government has placed the responsibility to levy and collect tax on the Seller, our interpretation for the tax levy, rates, exemptions etc. will remain final. If exemption from taxes is claimed, Purchaser must provide relevant notification/provision of law/documents for fulfilment of conditions as per provision of law/a certificate of exemption at the time Purchase Order is submitted to Umicore, and Purchaser agrees to indemnify us for any unpaid taxes along with interest/penalty/other cost in the event such exemption is not applicable.

28. **Compliance with laws**
Purchaser shall handle, store, process, use, and transfer Goods in compliance with all applicable: (i) safety information provided by Umicore; and (ii) laws, rules, and regulations, including, without limitation, those regarding environmental health and safety. Purchaser hereby represents to Umicore that Purchaser: (a) is a sophisticated consumer and possesses all requisite skill and expertise necessary to handle, store, process, use, and transfer the Goods, which may contain toxic, hazardous, or otherwise dangerous substances; and (b) has all necessary licenses, certificates, permits, and consents required to use the Goods.

29. **Cumulative Remedies**
In the event of a default or breach by Purchaser in the performance of any of its obligations hereunder, in addition to any and all other rights and remedies which Umicore shall have against Purchaser, Purchaser shall be liable to Umicore for all costs and expenses incurred by Umicore in enforcing its rights hereunder, including, with limitation, all court costs, expenses of litigation and attorneys' fees. The remedies of Umicore shall be cumulative and in addition to any other legal remedies, however neither Party shall institute or pursue action arising in connection with the same cause in parallel in multiple forums.

30. **Assignment**
These General Conditions of Sale and Delivery and any PO are not be assignable by Purchaser and any purported assignment, whether by operation of law or otherwise, shall be void without the prior written consent of Umicore, which may be withheld or conditioned in Umicore's sole discretion.

31. **Severability**
If any of the provisions of these General Conditions of Sale and Delivery shall be invalid or unenforceable, the remainder of these General Conditions of Sale and Delivery, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each other provision of these General Conditions of Sale and Delivery shall be valid and enforceable to the fullest extent permitted by law. The otherwise invalid or unenforceable provision shall be enforced to the extent valid or enforceable.

32. **Entire Agreement**
These General Conditions of Sale and Delivery, together with the Purchase Order, the Specifications and the Non-Disclosure Agreement and/or Purchase Agreement (if any), constitutes the complete agreement and understanding among the parties regarding the subject matter of these General Conditions of Sale and Delivery and the Purchase Order and supersedes any prior understandings and agreements among the parties regarding the subject matter of these Sales Terms and the Purchase Order. The following order of precedence shall apply:
a) Specific terms and conditions as agreed between the parties, if any;
b) General Conditions of Sale and Delivery;
c) Purchase Order.