



GENERAL SALES CONDITIONS

Scope of Application

These General Sales Conditions (the "Conditions") apply to all offers, order confirmations, sales, and deliveries by Rota Free India Pvt. Ltd. (hereinafter "Rota Free India") unless otherwise agreed in writing. Any conflicting or additional terms provided by the purchaser shall not apply, even if not explicitly rejected.

Offer and Contract Formation

Offers made by Rota Free India are non-binding until confirmed in writing. Upon the receipt of the offer, the purchaser shall issue and provide to Rota Free India an order for the purchase of the products. An order becomes binding only upon Rota Free India's written order confirmation (hereinafter the "Contract"). All technical specifications such as drawings, dimensions, and weights are binding only if confirmed in writing. Intellectual property rights to all documents remain with Rota Free India and must not be shared with third parties without prior written consent.

It is understood between the Rota Free India and purchaser that after 15 days of the issuance of the order confirmation by the purchaser, the purchaser shall not be entitled to terminate, cancel or modify any purchase order without the prior written consent of Rota Free India.

Prices and Delivery Terms

Unless otherwise agreed in writing:

- Prices are quoted Ex Works (EXW) our facility in India and exclude applicable taxes (e.g. GST), packaging, transport, and insurance.
- Packaging is charged at cost.
- Deliveries are made at the purchaser's risk and cost once collected by the carrier or customer.
- In case of any delay attributable to purchaser (for example, any payment delay), Rota Free India shall be entitled to postpone the mutually agreed delivery date accordingly, and may store the products and the purchaser shall bear the risk, the costs and expenses arising out of, related to or in connection with such delay or storage.
- Upon collection of the products, the purchaser or, in any case, the carrier appointed by the purchaser for the collection of the products, is required to carefully inspect the condition of the packaging and immediately report (in writing) any eventual defects to Rota Free India. If the purchaser or the carrier does not report any defects during the collection operations, any future claim with regard to the packaging shall have to be considered waived by purchaser.
- Here, a "**Contract**" shall mean the agreement formed by the order confirmation and the Conditions entered into force by and between Rota Free and the purchaser.

Payment Terms

Payment is due within thirty (30) days of the invoice date, unless otherwise agreed in writing. Late payments will incur interest at 1.5% per month or the maximum rate permitted under the Indian Contract Act or applicable law.

Rota Free India reserves the right to:

- Suspend further deliveries;
- Demand immediate payment of all due amounts;
- Recover reasonable legal and collection fees;
- Apply payments against the oldest outstanding invoices.

Purchasers cannot offset claims unless such claims are undisputed or legally recognized. Rota Free India shall be entitled to modify and adjust

the purchase prices at any time whenever such price adjustments are necessary or appropriate due to causes or events that are beyond Rota Free India's control. In such cases, Rota Free India will send to the purchaser a notice to communicate such price modification.

Retention of Title

Ownership of delivered goods remains with Rota Free India until full payment is received. The purchaser shall not pledge, resell, or otherwise dispose of the goods except in the ordinary course of business and must ensure that resale proceeds are assigned to Rota Free India.

During the retention of title period, Purchaser:

- shall be required to treat the products carefully and, in any case, shall be liable for any eventual damage of the products occurred during such period; and
- shall not be entitled to sell, dispose or encumber the products or, in any case, execute any other action that could affect the Rota Free India's right on the products.

The risk of loss and risk to the products shall pass to the purchaser once they are delivered to the agreed delivery point.

If local law requires registration or formalities for retention of title, the purchaser shall cooperate fully.

Delivery Time

Delivery timelines are indicative unless specifically agreed in writing. Timelines begin only after all technical and commercial details are finalized. Delays due to force majeure, natural calamities, transport strikes, or supplier issues entitle Rota Free India to extend delivery periods or suspend delivery without liability.

Partial deliveries are permitted and can be invoiced separately.

Warranty and Claims

Rota Free India warrants products against manufacturing defects for twelve (12) months from delivery. Any and all claims related to the alleged defected products (hereinafter, "**Warranty Claim**") shall be notified by purchaser to Rota Free India in writing. In any case, any purchaser's right to submit any Warranty Claim shall expire at the expiration date of the applicable warranty period.

Warranty does not cover:

- Normal wear and tear;
- Improper or unauthorized use, storage, or installation;
- Modifications or repairs not authorized by Rota Free India.

Defects must be reported in writing within:

- 7 days of receipt for visible defects;
- 7 days of discovery for hidden defects.

Rota Free India may, at its sole discretion, repair or replace defective products. This shall be the sole remedy under warranty.

Returns of the products

The purchaser shall be entitled to return the products within 10 (ten) days to Rota Free India according to the Conditions, the time and date of such return of the products shall have to be agreed in writing and in advance with Rota Free India. Rota Free India shall always be entitled to not accept any of such return if the products are damaged and/or if the packaging is not intact.

In any case, the risk and any cost or expense related to the return of the products shall be borne by the purchaser.



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Limitation of Liability

Rota Free India shall not be liable for:

- Indirect, consequential, or special damages;
- Loss of profit, production downtime, or data loss;
- Damages exceeding the value of the defective goods.

Exceptions include willful misconduct, gross negligence, or liability under mandatory Indian law.

Product Liability

The purchaser is solely responsible for:

- Ensuring product compatibility with final use or assembly;
- Verifying compliance with applicable regulations and standards in the country of use;
- Holding Rota Free India harmless against any third-party claims arising from such responsibilities, and all other losses, costs and expenses arising out of or in any way connected with any act or omission of the purchaser.

Data Protection

Rota Free India handles all purchaser data in accordance with Indian data protection laws, including the Information Technology Act and any subsequent amendments. By placing an order, the purchaser consents to the collection and processing of personal data as needed to execute the Contract.

Purchaser acknowledges and agrees that Rota Free India owns or rightfully uses all the intellectual property relating to the design and manufacture of the products and purchaser will not at any time directly or indirectly contest such ownership or use.

Purchaser further acknowledges and agrees that it will acquire no right, title or interest in the intellectual property of products as a result of the execution of the Contract.

In case the products are manufactured by Rota Free India based on technical specifications, drawings, data or requirements that are provided by purchaser, the purchaser shall indemnify, defend, and hold harmless Rota Free India, its agents, directors, employees, successors and customers against all claims, demands, losses, damages, liabilities and expenses (including reasonable attorneys' fees) related to the fact that the products (actually or allegedly) infringed any third party's intellectual property right.

Confidentiality

Here, "**Confidential Information**" means all information disclosed by one Party (hereinafter, "**Disclosing Party**") to the other Party (hereinafter, "**Receiving Party**") or learned or observed by the Receiving Party or its personnel. The Receiving Party shall keep all Confidential Information strictly confidential, use it only as required under the Contract, and limit disclosure to personnel on a need-to-know basis, ensuring they are bound by similar obligations. Any breach must be promptly reported. Disclosure is permitted only if legally required, with prior notice to the Disclosing Party where possible. Upon request, all Confidential Information must be returned. These obligations remain in effect for 2 years post-Contract and any breach may entitle the Disclosing Party to injunctive relief.

Termination

In addition to all other remedies provided by law or specified in the Contract, Rota Free India shall be entitled to immediately terminate the Contract upon written notice to purchaser, upon the occurrence of any of the following events:

- any payment delay or postponement for more than 60 (sixty) days unless mutually agreed otherwise; and
- violation by purchaser of one or more of the obligations set forth in "Retention of ownership", "Data Protection", "Confidentiality"; and
- Purchaser is declared bankrupt or insolvent under the applicable law or enters into liquidation either voluntarily or involuntarily or sells and disposes all of its assets otherwise than for the purpose of a bona fide sale or merger.

Governing Law and Jurisdiction

These Conditions and related Contracts are governed by the laws of India. Any disputes arising from the interpretation or performance of these Conditions shall fall under the exclusive jurisdiction of the competent courts in Pune, Maharashtra, India.

Final Provisions

If any provision herein is found invalid or unenforceable by any court of competent jurisdiction, the validity of the remaining provisions remains unaffected. Any modification to these Conditions must be in writing and expressly agreed by both parties.