

General Terms and Conditions of Sale - Diversey India Hygiene Private Ltd.

Article 1 - General

1. The General Terms and Conditions of Sale contained herein ("General Conditions"), shall apply to
1) all offers, quotations, order confirmations issued by Diversey India Hygiene Private Ltd. or any affiliate thereof ("Supplier") and
2) all Agreements as hereinafter defined between Supplier and any (prospective) Buyer ("Buyer"). Supplier only accepts Purchase Orders for any products and/or services, subject to the General Conditions. Any conditions of purchase or other reservations made by the Buyer shall not be effective unless the Supplier has expressly accepted them in writing for a particular order.
2. "Order Confirmation" shall mean the written confirmation by Supplier to sell or supply to Buyer the products and/or services described therein. "Purchase Order" shall mean the written or verbal order by Buyer to purchase from Supplier any products and/or services.
3. Only the issuance of an Order Confirmation by Supplier in response to a Purchase Order shall constitute an agreement, which is binding on Supplier and Buyer ("Agreement").
4. Supplier may withdraw its offers and quotations without notice at any time before an Agreement between Supplier and the Buyer comes into effect.
5. Cancellation of a Purchase Order and products and/or services returned for credit by the Buyer shall not be accepted. Purchase Order shall be deemed binding on the Buyer and open for acceptance by Supplier for the validity period specified therein, or if not specified therein, for a period of 180 days from the issue date. Unilateral cancellation by Buyer within such period shall not be valid.
6. Upon entering into an Agreement with Supplier, Buyer is deemed to have accepted the General Conditions as an integral part of the Agreement. Unless Supplier expressly agrees otherwise in writing, the General Conditions prevail over any conflicting or additional terms or conditions stipulated or referred to by Buyer.

Article 2 - Prices

1. The parties agree that the price of products may be revised at any time by Supplier throughout the term of the Agreement. Supplier reserves the right to increase the price of products to reflect any increase in the cost of manufacturing (e.g. raw material costs, labour, energy), transportation, marketing, handling, storage, and/or resulting from compliance with applicable laws or regulations. If the revised price cannot be agreed upon, either party may terminate the Agreement or the affected application(s) upon thirty (30) days prior notice, and until such termination the most recent price shall remain in effect.
2. Prices stated on the Order Confirmations are indicative only and subject to change. Supplier invoice(s) will reflect the prices at the time of shipment (which may reflect an increase of prices up to 100% of the prices indicated in the Order Confirmations) and Buyer agrees to pay such amounts.
3. Unless expressly described otherwise in the Agreement, all prices are quoted exclusive of taxes, duties, levies, packaging and carriage and based upon delivery according to the Incoterms 2020.
4. Where payment has been agreed in a currency other than United States Dollars (USD), the Supplier reserves the right to reduce or increase the amount originally agreed so that, when translated into USD, the sum invoiced is equivalent to the USD value resulting from translation of the amount originally agreed at the time the Agreement was concluded.
5. All sales shall be invoiced inclusive of taxes and levies. If Supplier complies with any request to make any deliveries with exemption from taxes and/or levies, Buyer bears full responsibility and risk with respect to such deliveries and any related documents prepared by Supplier. Buyer shall compensate all of Supplier's taxes, cost, expenses and fines arising from any incorrect or insufficient provision of documents or information or other irregularities relating to such taxes and/or levies, even in case of any mistakes, errors or circumstances being attributable to Supplier.

Article 3 - Terms of Payment

1. All payments shall be made in accordance with the Order Confirmation. The sales price of the products and/or services is to be received by Supplier no later than the due date of the invoice. Supplier has at all times the right to claim full or partial payment in advance and/or to otherwise obtain security for payment.
2. Neither disputes arising under any Agreement, nor occurrences beyond the control of Supplier nor the notification by Buyer of any claims or demands with respect to any deliveries shall affect Buyer's payment obligations under any Agreement.
3. Supplier may charge interest on any overdue payments at the rate of 18% per annum from the due date until the actual date of payment. Buyer shall also be liable for all judicial and extra judicial collection costs. The provisions set forth in this Article 3.3 are without prejudice to any other rights Supplier may have pursuant to any laws or any Agreement. If any amount payable by the Buyer is overdue, all other amounts owing by the Buyer to the Supplier shall become immediately due and payable. In case of default, the Supplier reserves the right to claim damages and to terminate the Agreement.
4. Where the Supplier has reason to doubt the Buyer's solvency or credit worthiness and the Buyer is not prepared to effect advance cash payment or provide the Seller with security as requested, the Seller shall have the right to terminate the Agreement, without prejudice to its accrued rights under the Agreement.
5. The Buyer shall not have the right to withhold payments. The Buyer shall not be entitled to offset any amount owing by the Supplier to the Buyer against payments due.

Article 4 - Transportation

Supplier shall select the mode of transportation, routing and carrier for delivered orders and seller reserves the right to substitute alternate modes of transportation instead of those selected by Buyer. Any exercise of these rights by supplier shall in no way affect supplier's liability, if any, as set out in these terms and conditions. All less than truckload orders may be subject to pooling shipment scheduled at supplier's sole discretion. Supplier reserves the right to pass on to purchaser incremental costs incurred on order placements as a result of such orders not meeting supplier's minimum order or other specifications for the applicable products. Buyer shall provide a list of its approved transporters. All products shall be on Supplier's facility F.O.B. basis.

Article 5. Shipping; Risk of Loss

Unless otherwise stated on the reverse side hereof the products shall be shipped F.O.B. supplier's facility. Risk of loss for, damage to and title to, the product, shall pass to purchaser when product is delivered to carrier for shipment, notwithstanding price is quoted "delivered". Supplier shall have no obligation to declare a value for any shipment with the carrier, whether on the bill of lading or otherwise, and liability for any failure to declare a value is expressly excluded. Supplier shall retain a security interest in the product until the supplier has received payment in full for the product shipped on Supplier's facility F.O.B. basis.

Article 6 - Loss or Damage

Notification of non-delivery of any quantity of products and/or services as well as any visual damage to any products must be made by the Buyer to the Supplier expressly in writing and such notification must be in addition to any statements on the delivery note rejecting delivery or qualifying Buyer's acceptance of any delivery and must be made within five days from the date such products or services were offered for delivery. If no such notification is received by Supplier within such time limit, all products and/or services shall be deemed delivered in the agreed quantity, free from visual damage.

Article 7 - Health Risk and Safety

1. Buyer acknowledges that the products to be supplied under any Agreement may be hazardous to the human health and/or the environment.
2. Buyer shall familiarize itself with and shall be responsible to keep itself as well as all persons involved in the handling of the products as from delivery thereof by Supplier, fully informed with regard to the nature of any such health and/or environmental risks and with regard to the proper and safe handling of the products.

Article 8 - Warranty

Supplier warrants that the products and/or services supplied shall at the time of delivery conform to the technical specifications set forth in the Order Confirmation. Supplier gives no other warranties, express or implied, with respect to any products or services. Any warranties that may be applicable pursuant to any laws or regulations, including any warranties of merchantability or fitness for any use or purpose, are expressly excluded.

Article 9 - Warranty Defective Products

1. Within thirty (30) days of the receipt of the products and/or services, Buyer shall notify Supplier in writing of any non-conformity with the specifications. In the absence of such timely notification Buyer shall be deemed to have accepted the products and/or services and any claims based on non-conformity with the agreed specifications shall be deemed waived.
2. Where timely notification is made in accordance with Article 9.1 and the products and/or services do not conform to the specifications at the time of delivery, Supplier shall at its expense either replace any quantity of returned non-conforming products by a corresponding quantity of products meeting the specifications, or, at Supplier's option, credit Buyer for the invoice value of the returned non-conforming products, or, in case of non-conforming services only, re-perform such services so that they meet the specifications.

Article 10 - Limitation of Liability

Supplier's liability in respect of any quality defects of any products and/or services supplied hereunder, whether arising from the provisions of any Agreement or arising from any non-contractual obligation, shall be limited to the remedies set forth in Article 9.2. Supplier shall not in any circumstances be liable for any indirect, consequential or incidental loss or damage of any kind whatsoever (including without limitation loss of profits or revenue).

Article 11 - Force Majeure

Supplier will not be responsible for any delay or failure to fulfill any term or condition of any Order Confirmation, Agreement or other obligation to the extent such delay or failure is caused by or results from any other event which is beyond the control of Supplier, including but not limited to: (i) strikes, labor disturbances, (ii) unavailability or shortage of raw materials or auxiliary materials, (iii) transportation problems, (iv) in cases, where Supplier itself is not the manufacturer of any product sold to Buyer, failure by its regular supplier for any reason to supply such product as well as modification of such product by the manufacturer which was not foreseen by Supplier at the time of the offer, quotation or Order Confirmation.

Article 12 - Confidentiality

Any technical, commercial, economic and other information and data concerning Supplier's business, including without limitation its formulas, product specifications, services, plans, programs, processes, products, costs, operations and customers, which may come within the knowledge of Buyer, its affiliates, officers or employees in the performance of the Agreement shall be treated as confidential property of Supplier and shall not be used by Buyer except for the benefit of Supplier in the furtherance of the Agreement; and shall not be disclosed to others, including governmental agencies or other authorities during or subsequent to the term of the Agreement without in each instance securing the prior written consent of Supplier. Any such information provided by Supplier to Buyer in writing or other tangible media shall be returned to Supplier either upon Supplier's first request or upon termination of the Agreement.

Article 13 - Governing Law / Disputes

1. Any agreements and documents to which these General Conditions apply shall be exclusively governed by the laws of the State of supplier domicile, without referring to its conflicting rules.
2. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be filed in the competent court of Supplier domicile.