

GENERAL SALES TERMS AND CONDITIONS

As at 12/2023

V1.01

1. General

- 1.1 These General Sales Terms and Conditions shall apply to every sale of Product made and or supplied by Syannlab Solutions Private Limited (hereinafter referred to as "Syannlab") pursuant to any Purchase Order sent to Syannlab by the Purchaser (hereinafter referred to as Customer or Client) to the exclusions of any other contrary, different or additional terms contained, or referred to, in any order form or other document or correspondence from or by the Purchaser, except as otherwise any contrary, different or additional terms contained and written in a specific agreement signed between Syannlab and the Purchaser.
- 1.2 We offer our services according to contracts as described in clause 1.1 above under these General Sales Terms and Conditions only to institutional/commercial buyers who are eligible to enter into legally binding contracts under the Indian Contract Act, 1872. We do not offer our services to individual retail buyers/consumers and/or persons who are ineligible or incompetent to enter into legally binding contracts, including minors, insolvents, etc. We shall not be responsible for any loss, harm, or damage, either direct or indirect, to you or any third person, which may arise due to you not being eligible for our services or for being ineligible to enter into legally binding contracts.
- 1.3 In these General Sales Terms and Conditions, the following terms shall have the meanings as assigned herein under:
- a) "Contract" means the agreement on the supply / purchase of the Products concluded by Syannlab's confirmation / acknowledgement in writing of Purchaser's purchase order, which shall deem to incorporate these General Sales Terms and Conditions.
 - b) "Order Confirmation" is acceptance of Purchaser's Order in writing by Syannlab.
 - c) "Products" are the object(s) to be supplied by Syannlab to the Purchaser as per the Contract.
 - d) "Purchaser" is the customer ordering Products from Syannlab.
 - e) "Purchase Order" is the document setting out the Purchaser's requirements for the Contract.
 - f) "RMA" is the Return Material Authorization.

2. Contract Formation: Quotation, Purchase Order and Order Confirmations

- 2.1 Quotations issued by Syannlab will usually comprise the description, technical features and prices of the Products. A quotation shall not be construed as an obligation to sell but merely an invitation and no contractual relationship shall arise from it until the Purchase Order has been expressly accepted by Syannlab in writing as provided hereinbelow. Any errors or omissions in Syannlab's quotation documents or other related documentation may be amended without incurring any liability upon Syannlab for damages in relation to such errors or omissions. The conditions specified in the mentioned quotation shall remain valid for 30 days or such other period as stated in it.
- 2.2 Based on the quotation issued by Syannlab, the Purchaser will issue a Purchase Order. Provided that a reply to a quotation which claims to be an acceptance but contains additions, limitations or other modifications relating, among other things to the price, payment terms, quality and quantity of the goods, place and time of dispatch constitutes a rejection of Syannlab's quotation and shall be considered as a counter-request for quotation.
- 2.3 The Purchaser's Purchase Order shall only become binding upon Syannlab's explicit acceptance of the Purchase Order in writing by way of issuing an Order Confirmation to the Purchaser. Thus, the Contract comes into existence only upon receiving Order Confirmation from Syannlab. All Order Confirmations are given exclusively on the basis of these General Sales Terms and Conditions.
- 2.4 Syannlab's sales personnel are not authorized to amend any portions of these General Sales Terms and Conditions or make any additional agreements, oral or otherwise, and any such amendment (if made) shall be *void ab initio* unless expressly agreed to by Syannlab in writing.
- 2.5 Whilst every effort has been made to draw up all information contained in general Product documentation including but not limited to illustrations, drawings, details -on measurement, technical specifications and price lists in order to ensure accuracy of information, however Syannlab cannot be considered responsible for any errors or omission contained in the said general Product documentation as Syannlab shall only be bound by the contents of an Order Confirmation and these General Sales Terms and Conditions.
- 2.6 All contracts concluded between Syannlab and the Purchaser are under the condition precedent that the necessary export licenses will be granted upon application. In particular, there must be no conflicts and obstacles falling upon

us in our position as an exporter, and there must be no conflicts with any export regulations or conditions imposed by regulators which must be observed by us or our suppliers.

3. Variation and Cancellation

No variation or cancellation in the Purchase Order shall be allowed once the same is accepted by Syannlab, unless the same is expressly allowed and accepted by Syannlab in writing. Any variation in the Purchase Order as requested by the Purchaser, including those affecting the identity, scope and delivery of the Products as detailed in the Purchase Order, may be allowed, provided it must be documented in writing and shall be subject to adjustments in price or delivery date arising by reason of such modification as shall be agreed by Syannlab and the Purchaser and such agreement is evidenced in writing. Syannlab reserves the right to reject any Purchaser requested change, especially where such change is deemed unsafe, technically inadvisable or inconsistent with established engineering or quality guidelines and standards, or incompatible with Syannlab's or its supplier's design or manufacturing capabilities.

4. Prices

- 4.1 All prices quoted by Syannlab are based upon the Indian List Price (ILP) excluding goods and services tax (GST), insurance, and all other extraneous costs/charges unless expressly agreed otherwise. Additional "Packing and Handling Charges" are mentioned on the Quotations. Where the Purchaser requests items to be supplied with certificates of conformity, Syannlab reserves the right to levy additional charges for providing such certificates. Where agreed colloffs or scheduled orders are not adhered to by the Purchaser, Syannlab reserves the right to amend the price structures in accordance with the terms of the quotation without reference to the Purchaser. Any amendments requested by the Purchaser must be approved in writing by Syannlab specifying new terms of delivery, prices and terms of payment where applicable.

5. Payment

- 5.1 Unless otherwise expressly agreed in writing, payment terms are cash in advance and, in any case, prior to deliverance of any Products and/or Services.
- 5.2 The payment shall be made in Indian Rupee (INR). When making payment to Syannlab, the Purchaser agrees to make full payment in the respective currency and of the amount quoted.
- 5.3 If payment is made via bank transfer, Purchaser shall bear all international and domestic bank charges, any administrative charges and any other charges imposed by the banks or transaction gateways.
- 5.4 Syannlab reserves the right to increase, decrease, or in any way vary the prices of the products without any prior notice. However, no variance in price shall be carried out after acceptance of the Purchase Order by Syannlab, unless the same is required due to an error, or due to change in order, or due to exchange rate variations, or if the costs to Syannlab of performing its obligations under any contract with the Purchaser shall be varied (after the date of order confirmation) by reason of the creation or amendment of any law or of any order regulation or by-law having the force of law or any applicable standard, the amount of such increase or decrease shall, as applicable be added to or deducted from the contract price. This includes but is not limited to varying costs of customs and excise duties, levies, charges, imposts and the like. For the purpose of Clause 5 of these terms the expression 'cost' is deemed to include overheads and interest paid by Syannlab. Exchange rate variations payable shall be calculated at the rate of exchange actually paid by Syannlab against the exchange rate in the quotation. If prices are expressed in different currencies and the Purchaser seeks or requires payment in any different currency, he shall bear any foreign exchange risk arising from such payment.
- 5.5 If the Purchaser fails to make the payment to Syannlab by the due date, Syannlab shall, in addition to all other rights it is entitled at law and equity, have the right to take any (or combination of any) of the following steps at the risk, cost and expense of the Purchaser:
- Levy interest on the unpaid amount from the date on which the payment was due until the date of actual receipt of payment as well as recovery costs (including legal fees). The rate of interest shall be 3% on top of the rate charged to Syannlab by its major banker for overdraft accommodation prevailing per annum to be charged on the unpaid amount. Any payment subsequently made by the Purchaser to Syannlab shall be credited first against any interest so accrued.
 - Syannlab reserves the right to withhold performance and suspend deliveries or works where payment is not received in accordance with above or in accordance with any alternative arrangement which had already been agreed in writing between the parties;
 - exercise lien, or any other right as may be available to it; or

- d) terminate the contract, either in whole or in part.
- 5.6 Failure on part of the purchaser to meet payment obligations set forth in their purchase order and this invoice will result in them being subjected to paying interest at a threefold rate of what has been notified by RBI as the bank rate on any outstanding amounts pursuant with Section 16 of MSMED Act

6. Setting-off

Setting-off the Purchaser's claims against Syannlab's, and right to retention or withholding performance by the Purchaser shall only be permitted if Syannlab has recognized Purchaser's claims or Purchaser's claims have been allowed by a court of law. Provided that Setting-off of claims, retention, or withholding performance shall only be exercised with respect to the same contract. Setting-off, retention, or withholding performance by the Purchaser shall not be allowed for different contracts/transactions.

7. Delivery

- 7.1 All Products are supplied EXW (Incoterms 2020 as amended) considering additional "Packing and Handling Charges" mentioned in the Quotations as well as the "Minimum Order Values" as given in Clause 8. The site of delivery shall be specified in the Order Confirmation.
- 7.2 The standard "Packing and Handling Charges" charged by Syannlab are INR 500 or 2% of the net invoice value (whichever is more). In case of any doubt or contradictions, the charges mentioned in the Quotations (if there are any mentioned) take precedence to those mentioned in these General Sales Terms and Conditions.
- 7.3 Unless stated otherwise in the quotation, the price quoted, in accordance with Clauses 7.1 and 7.2, includes the costs of packing in accordance with Syannlab's standard practice. Any other specific packing and marking requirements not otherwise included in the price of the Product and requested by the Purchaser and / or deemed necessary by Syannlab will be charged for in addition to the price quoted (as applicable).
- 7.4 The delivery period quoted commences from the date Syannlab accepts the Purchase Order OR such quoted delivery period shall commence as soon as all the details are clarified, receipt of sufficient information by Syannlab to proceed with the supply and all agreed preconditions have been satisfied, such as official formalities- any approvals and releases which are to be provided by the Purchaser (if required), payments due at the formation of the Contract and any such other pre-conditions as agreed between the Parties are satisfied, whichever is the later date.
- 7.5 Any time or date stated for delivery is an estimate only and Syannlab shall not be liable for failure to deliver at the specified time or the specified date, nor shall such failure on the part of Syannlab be deemed to be a breach of the contract or any of these General Sales Terms and Conditions or part thereof. The Purchaser shall not invoke delayed delivery as a ground to cancel the order, reject the Product(s) or claim any compensation.
- 7.6 If shipment is delayed or does not take place due to an event of Force Majeure for a period of 14 days after the date on which the Purchaser has been notified that the Products are ready for delivery, the risk in such Products shall immediately pass to the Purchaser and Syannlab is entitled to raise an invoice to the Purchaser for the full payment of the Products.
- 7.7 To the extent to which this is reasonable, Syannlab is entitled to make partial deliveries, which shall be invoiced separately.
- 7.8 If the delivery is delayed at the Purchaser's request, including where Purchaser fails to take delivery of the Products at the time they are delivered or made available to the Purchaser, or fails to provide the information or instructions required for delivery, or owing to circumstances for which the Purchaser is accountable, then Syannlab is entitled to:
- invoice the Purchaser the entire costs arising from the storage and other incidents arising out of such delay after notification of the readiness for dispatch, at least 0.5% of the invoice amount for every week of the delay or part thereof up to an aggregated maximum of 10% of the invoice amount and the further remedies under (ii) or (iii), whichever Syannlab chooses to apply.
 - the Purchaser shall pay all of the Contract price which becomes due at the time for delivery or
 - Syannlab may by notice in writing terminate the Contract in whole or in part. Syannlab shall then be entitled to damages and compensation for the loss, costs, damages, charges, and/or expenses it suffers by reason of the Purchaser's default.
- 7.9 Purchaser is responsible for obtaining and paying for the transit insurance unless otherwise agreed and that the seller is not liable for any loss or damage that may occur during the transportation of the goods. This implies that the buyer bears the risk of transit and should ensure that the goods are adequately insured before they are shipped.

8. Minimum order values

The following minimum order values will apply to orders supplied by Syannlab: 5000 INR

9. Risk and Title

- 9.1 Unless specified to the contrary, the Products will be delivered to the Purchaser EXW (Incoterms 2020). The site of delivery shall be specified in the Order Confirmation.
- 9.2 Unless expressly agreed otherwise, the risk of the goods shall pass to the Purchaser when Syannlab places the Products at the disposal of the Purchaser at the site of delivery. If the shipment is delayed through Purchaser's request or own fault, then the risk shall pass to the Purchaser from the time the notification of readiness for dispatch was issued to the Purchaser.
- 9.3 The property and legal title to the Products remain with Syannlab until and unless they have been paid for in full by the Purchaser. Hence until the Products have been fully paid for Syannlab is and remains the legal and equitable owner of the Products.
- 9.4 Syannlab reserves and retains title and lien over all the goods, including the right to disposal and/or the right to stop the goods in transit, until complete payment in respect thereof, including any other amount that may be payable by the Purchaser to Syannlab, has actually been received by Syannlab. The fact that possession and/or risk over the goods has been transferred to the Purchaser will not prejudice, extinguish, or act as a bar to Syannlab's right to retain title and lien over such goods. If possession of the goods has been transferred to the Purchaser, he shall be obligated to ensure that the goods remain in good condition.
- 9.5 If the Purchaser acts in breach of contract, including if he fails to pay the purchase price due, Syannlab shall be entitled to terminate the contract and to demand the return of the Products on the basis of the retention of title. The demand for return of the Products is also to be understood as the declaration of termination. If the Purchaser does not pay the due purchase price, Syannlab may only assert these rights if Syannlab has previously set the Purchaser a reasonable deadline for payment without success or if such setting of a deadline is dispensable under the statutory provisions.
- 9.6 The above rights shall be in addition to and without prejudice to any other rights or remedies that may be available to Syannlab under these General Sales Terms and Conditions, law, or equity, including the rights available to Syannlab under the Sale of Goods Act, 1930 and the Indian Contract Act, 1872.
- 9.7 In the event the Products are linked, processed, or blended with other equipment, part, machine, product or any other thing, Syannlab shall acquire joint title to the new item in proportion to the value of the item supplied by us. However, Syannlab shall not, in any way, be liable or responsible for any liabilities, costs, damages, claims, etc. arising out of or in connection with such new item. It shall solely be the Purchaser's liability and responsibility to store the items of which Syannlab has title or (joint) title at the Purchaser's own costs and expense.
- 9.8 Resellers are permitted to resale Products in the course of ordinary business unless such permission has been revoked. Syannlab reserves the right to revoke such permission anytime without any prior notice, including if: (a) the Purchaser stops or fails to make due payments to us, (b) the Purchaser is in delay of payment, and/or (c) the Purchaser seeks declaration of insolvency, or is declared insolvent, or any insolvency proceedings are initiated against the Purchaser.
- 9.9 For goods in which Syannlab has title or joint title, the Purchaser hereby assigns to Syannlab by way of security all claims arising from resale/sale of such goods to the amount of Syannlab's claim. On demand, the Purchaser is obliged to provide Syannlab with written declarations of assignment.
- 9.10 Pledging or collateral assignments are not permitted over goods in which Syannlab has a title or joint title. The Purchaser must also inform Syannlab without delay of commencement of any insolvency proceedings, seizure, confiscation, or other disposals or interventions of such goods by third parties.
- 9.11 In addition to the above, the Purchaser agrees that in the event there are material indications which justify an assumption, as determined by Syannlab, that the Purchaser lacks funds, or any such instance which may jeopardize the Purchaser's ability to perform his obligations under the Contract, Syannlab shall be entitled to demand appropriate securities for its services/products, revoke or amend any payment/credit terms granted, demand full advance payment against delivery, or terminate the contract.
- 9.12 Syannlab undertakes at its discretion to release the collateral that Syannlab holds upon the Purchaser's request insofar as the value thereof exceeds the claim to be retained of title by more than 10 %.

10. Liability for defects - Warranty Period

- 10.1 Unless expressly agreed to otherwise, the quality and the suitability of the goods are regulated exclusively and definitively by the conditions stipulated in the datasheet or the operating instructions for the respective product. The

Purchaser acknowledges to have received, read and understood the conditions stipulated in the datasheet and operating instructions w.r.t. a specific product.

10.2 Syannlab warrants that the Products, whether manufactured by Syannlab or its suppliers, as published in Balluff's current catalogues and supplied by Syannlab, shall, for a period of 12 months from the date of delivery be free from faulty design, materials or workmanship ("Defect(s)"). If delivery was delayed for reasons beyond Syannlab's control, claims for defects are subject to a limitation period of 12 months following transfer of risk or 12 months after Syannlab first notified the Purchaser that Syannlab is ready to deliver (whichever period expires earlier).

10.3 If a certain number of actuations or switching cycles is agreed for a product, this agreement applies until the limitation period as per Clause 10.2 above has lapsed. If the agreed number of actuations or switching cycles for a product is reached before the expiry of the limitation period as per Clause 10.2 above, all claims resulting from such an agreement end therewith. Apart from that, the number of actuations or switching cycles shall only be performed if the product is used in the ambient conditions as described in the respective datasheet or appropriate operating instructions.

10.4 The warranty provided by Syannlab in clause 10.1. above shall be effective, subject to the following conditions:

- a) Syannlab's liability shall be limited to Defects, which appear within the warranty period depending on product group as defined in 10.1 from delivery ("Warranty Period").
 - b) The Purchaser shall promptly notify Syannlab in writing of any Defect that appears, including a description of such defect. If the Purchaser fails to notify the Syannlab in writing of a Defect promptly, the Syannlab shall not be liable for the Defect. Complaints due to incomplete or incorrect delivery must be made to Syannlab in written form within 48 hours of delivery of product (obvious defect) but not later than seven (7) days following delivery (apparent defects) or discovery of the defect. Claims for returns, replacement, or repairs raised later will be rejected. Syannlab does not agree with any restriction of the Purchaser's statutory requirements regarding inspection and complaint of goods receivable.
 - c) Upon Syannlab being satisfied after having examined the Products, that any of such Defect has not been caused by improper use, incorrect installation, inadequate maintenance, improper storage, unauthorized repairs or alterations, modifications or adjustments to the Products, or for normal wear and tear or deterioration.
 - d) If such claim for repair, return or replacement is found to be reasonable and justified and the notice has been received as stipulated under this clause, Syannlab shall at its own cost remedy the Defect without undue delay, provided that this does not result in a disproportionate burden on Syannlab. Provided that Purchaser shall provide full cooperation, including but not limited to providing access to the goods, returning the goods back to Syannlab at Syannlab's costs (if required), etc.
 - e) Unless otherwise agreed, necessary transport of the Products or parts thereof to and from Syannlab in connection with the remedying of Defects for which Syannlab is liable shall be at the risk and expense of Syannlab during the Warranty Period.
 - f) If the Purchaser requests or insists that Warranty service as provided in this clause is to be carried out on site or at the Purchaser's premises then any costs over and above the direct costs of replacing or repairing the Products of the component parts of the Products shall be at the Purchaser's expense.
 - g) Unless otherwise agreed, the Purchaser shall bear any additional costs, which Syannlab incurs for remedying the Defect caused by the Products being located in a place other than the place of delivery.
 - h) Any repairs, alterations or other work carried out to the Products by a person other than the authorized representative of Syannlab, shall result in invalidating the Warranty as provided in Clause 10.2 and Clause 10.4.b.
- 10.5 Defective parts, which have been replaced, shall be made available to Syannlab and shall be its property.
- 10.6 To the extent permitted by law, Syannlab's liability for any Defect shall be limited to making good, by replacement or repair of the Products or the component parts of the Products.
- 10.7 Compensation for damages may only be required from Syannlab in accordance with Clause 18.

11. Return Product Procedure

Claims for shipment damage (evident or concealed) must be filed with the carrier by the Purchaser. The Syannlab must be notified within seven (7) days of shipment of incorrect material. No product may be returned, whether in warranty or out of warranty, without first obtaining approval from Syannlab. No credit will be given nor repairs made for products returned without such an approval. An RMA number must accompany any returned product(s). The RMA number may be obtained by calling the Syannlab's Technical Support. Products must be returned, prepaid, to Syannlab's Technical Support.

12. Information, drawings and documentation

All descriptive specifications, illustration, drawings, data, dimensions and weights furnished by Syannlab or otherwise contained in its publications including price lists, catalogues, electronic media and other advertising material of Syannlab are approximate only and are intended to be by way of general description of the Products and shall not form a part of the Contract unless specified by Syannlab in writing. Syannlab does not agree to comply with any specifications and drawings referred to in the Purchase Order unless such specifications and drawings have been provided to Syannlab prior to delivery of the Products and have been agreed to in writing and signed by a duly authorized representative of Syannlab. Further, where the Purchaser requests Syannlab to provide certified drawings, Syannlab, may at its discretion, provide such certified drawings at the Purchaser's reasonable expense. Any drawings, studies or other documents submitted by Syannlab to the Purchaser shall remain the property of Balluff India and shall constitute confidential information and shall form a part of Intellectual Property (as hereinafter defined) of

Syannlab or its supplier. The Purchaser must not use them for any purpose other than in accordance with these General Sales Terms and Conditions and must not transmit, disclose or make them available to any third parties without the prior consent of Syannlab.

13. Copyright, licenses, patents and intellectual property rights

13.1 All intellectual property rights, including but not limited to copyright, patents, designs, trademarks, brand names, trade names, trade secrets, inventions, software and licenses know-how or other intellectual property (collectively known as "Intellectual Property Rights") in, or related to, the Products supplied by Syannlab shall remain the property of Syannlab or its suppliers (as the case may be).

13.2 The Purchaser will not reverse engineer, reverse compile or reverse assemble the Products in whole or in part, and the Purchaser will not develop: (a) any products incorporating any of Syannlab or its supplier's Intellectual Property; nor (b) any improvements or applications related to the Intellectual Property. The Purchaser agrees not to take any action inconsistent with the Intellectual Property Rights of Syannlab or its suppliers. Unless with the prior written consent of

Syannlab, the Purchaser will not use in any way (including in the Purchaser's letterhead or presentation cards) Syannlab's trade or business names or trademarks, nor will the Purchaser represent to third parties that he can make binding commitments for Syannlab. The Purchaser will immediately notify Syannlab in writing of any potential infringement of the Intellectual Property of Syannlab or its suppliers by other parties, or of any claim or possibility that the Intellectual Property infringes the rights of others, and will cooperate with Syannlab to protect Syannlab's Intellectual Property against infringement.

14. Obligations in the case of resale

14.1 In case of resale of the Product, the Purchaser is obligated to adhere to these General Sales Terms and Conditions and to the applicable provisions of law, including the laws pertaining to the Goods and Service Tax, Income Tax, Intellectual Property, and/or any other law or regulation that may be applicable.

14.2 In the event any loss, damage, or expense is incurred by Syannlab pursuant to the non-compliance with any law or regulation by the Purchaser, the Purchaser shall reimburse Syannlab for all such losses, damages, and expenses and indemnify Syannlab from any third-party claims that may be raised against Syannlab in this connection.

15. Data privacy

15.1 Syannlab only collects, processes, and stores personal data exclusively in accordance with the provisions of the Information Technology Act, 2002, Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011 and any additional applicable Rules and Regulations. Personal data collected by Syannlab may be disclosed to partners in India and abroad on a legitimate interest basis as per law.

15.2 When Syannlab discloses the Purchaser's Personal Data to its affiliates, business partners, and other parties, this will mean that the Purchaser's Personal Data may be transferred to countries outside India, which may have no comparable level of data protection so that an appropriate protection level may not be guaranteed.

In that case, Syannlab will ensure that data protection is sufficiently guaranteed. This is possible through binding company rules, standard contractual terms on the protection of personal data, certificates, or recognized codes of conduct. Please contact Syannlab's Data Protection Officer if you would like more information on this topic. Please note that particularly in the case of data transmission to the USA there is a risk that data may be processed by US authorities for control and monitoring purposes and the Purchaser may not be entitled to any legal remedies.

15.3 Additional information with respect to Syannlab's collecting, processing, and storing data can be found in the privacy statement.

16. Termination

16.1 Without prejudice to any other rights or remedies which the parties may have, Syannlab may terminate any Contract created in pursuance of these General Sales Terms and Conditions without incurring any liability, immediately upon giving notice to the Purchaser in the event if:

- a) The Purchaser fails to pay any amount due for payment and remains in default not less than seven (7) days being notified in writing to make such payment; or
- b) The Purchaser commits a material breach of any of the terms and conditions and (if such breach is remediable) fails to remedy the breach within 30 days of the Party being notified in writing of the breach;
- c) The Purchaser goes into Corporate Insolvency Resolution Process, liquidation, has a winding up petition presented against himself, makes an arrangement with his creditors, or is declared bankrupt (or other equivalent situations).

16.2 Upon termination of the Contract by Syannlab for any reason including the reasons as stated above, such termination shall not affect the obligation of the Purchaser to make payment towards all his amounts due and the Purchaser shall immediately pay to Syannlab all outstanding invoices and interest in respect of the Products or services supplied by Syannlab.

17. Force Majeure

17.1 Syannlab shall be entitled to suspend the performance of its obligations under a Contract and under these General Sales Terms and Conditions to the extent that such performance is impeded or made unreasonably onerous by Force Majeure, meaning any of the following circumstances: industrial disputes and any circumstance beyond the control of Syannlab including, without limitation, act of God, fire, war, extensive military mobilization, insurrection, requisition, seizure, embargo, restrictions in the use of power, currency and export restrictions, epidemics, pandemic, riots, strikes, curfews/lockdowns, natural disasters, extreme natural events, terrorist acts and defects or delays in deliveries by subcontractors caused by any such circumstance referred to in this clause 17.1.

17.2 Syannlab when claiming to be affected by Force Majeure shall notify the Purchaser in writing on the intervention and on the cessation of such circumstance.

17.3 If such events of Force Majeure and circumstances continue for a period of three (3) months or more, Syannlab is entitled to terminate the Contract immediately upon notice. However, existence of Force Majeure event shall not entitle the Purchaser to not to make any payment for any Product supplied by Syannlab to Purchaser.

18. Limitation of liability

18.1 Notwithstanding any other provision in these General Sales Terms and Conditions, whether by way of indemnity or by breach of Contract, statutory duty, tort, negligence, or otherwise, and whatever the cause thereof; (a) Syannlab shall not be liable for business interruption, loss of production, loss of profit, loss of contracts, loss of use, loss of data, loss of goodwill or the like (whether direct or indirect), or any other form of incidental or consequent damage of whatsoever nature, and (b) the total overall liability of Syannlab including but not limited to liquidated damages, shall not exceed 100% of the net Contract price.

18.2 Irrespective of Clause 18.1 and Clause 10.2, when determining an amount, which Syannlab has to pay the Purchaser as damages or compensation, Syannlab's economic circumstances, the nature, scale and duration of the business relationship, any possible contributions to the cause and/or fault on the Purchaser's part and a particularly unfavorable installation position of the product, shall be taken into appropriate consideration in Syannlab's favor.

18.3 The limitations or exclusions of liability provided in this Clause 18. shall however only apply to the extent permitted by applicable mandatory laws.

19. Disputes and applicable law

19.1 Unless otherwise agreed between the parties, Syannlab and the Purchaser agree that any Contract formed pursuant to these General Sales Terms and Conditions shall be deemed to have been made and executed at the location of Syannlab where the place of business of Syannlab - registered office / corporate office is situated and that the Contract and these General Sales Terms and Conditions shall be governed, interpreted and construed in accordance with the laws of India.

19.2 If any question, issue, difference or dispute arises as to the interpretation of these General Sales Terms and Conditions

or as to the rights, duties, or liabilities arising from any transaction entered, or as to any matter or thing arising out of or under these General Sales Terms and Conditions, the same shall be resolved, at the first instance, through mutual discussions, and in case of failure to resolve the same within a period of 30 (thirty) days through mutual discussions, then the dispute shall be resolved through arbitration by a Sole Arbitrator to be appointed by both the parties. The arbitration proceedings shall be conducted in English in Bengaluru, India in terms of the Arbitration and Conciliation Act, 1996, and the Award so made shall be final and binding on both the parties. The Arbitrator shall be entitled to act and decide as ex aequo et bono or as amiable compositeur. The seat of arbitration shall be Bengaluru, India and subject to the arbitration clause, courts in Bengaluru, India shall have exclusive jurisdiction over these General Sales Terms and Conditions or any other contract, agreement, or transactions arising therefrom.

20. Interpretation

The headings and captions used in these General Sales Terms and Conditions are for reference only and shall not be construed to have any effect on the interpretation of the respective provisions.

21. Waiver

Syannlab's failure to exercise any right or remedy as may be available to Syannlab under the Contract, under these General Sales Terms and Conditions or under any law or equity shall not be constituted as a waiver of such right or remedies. The waiver of any right or remedy under the Contract, under these General Sales Terms and Conditions or under any law or equity shall not be deemed effective unless the same is set forth in writing signed by Syannlab. The waiver of any right or remedy due to breach of the Contract or of these General Sales Terms and Conditions will not be treated as a waiver of any other or subsequent breach of the Contract or of these General Sales Terms and Conditions.

22. Severability

If any provision of these General Sales Terms and Conditions or of a Contract arising therefrom shall be, or be found by any authority or court of competent jurisdiction to be, invalid or unenforceable in whole or in part, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of these General Sales Terms and Conditions or of the Contract, all of which shall remain in full force and effect.

23. Entire Agreement

Unless superseded by a specific signed agreement between Syannlab and the Purchaser, a Contract shall include these General Sales Terms and Conditions, data sheet, operating instructions and shall constitute the entire agreement between the parties with regard to the subject matter therein.

24. Amendment

Syannlab reserves the right to review and amend these General Sales Terms and Conditions from time to time without any notification. Amending these General Sales Terms and Conditions and circulating the same shall be sufficient notification to bind the Purchaser to any revised or amended General Sales Terms and Conditions for all Purchase Orders placed by the Purchaser and accepted by Syannlab after the date of such notification.

25. Notices

Any demand, notice or communication under this Agreement shall be in writing and shall be hand delivered or by post or by facsimile or e-mail to the Party receiving such communication at the address specified herein or such other address as either Party may in future specify to other Party.

Supplementary software conditions

For the use of separately purchased software ("Software as a Product"), Syannlab's Terms and Conditions for the licensing of standard software for a fee or Syannlab's Terms and Conditions for the free licensing of standard software or our Terms and Conditions for the adaption of standard software (customizing) in return for a fee shall apply with priority. Insofar as software is included in the scope of delivery of a Product and is made available for use, whether for payment or free of charge, the following provisions shall apply in addition, whereby in the event of contradictions between the above and the following provisions with regard to Software, the following provisions shall take precedence:

26. Rights of use

- 26.1 Syannlab grants the Purchaser the non-exclusive right to use the software for its intended purpose. The scope of intended use can be found in the respective software datasheet or the operating instructions for the software. The right of use is limited to the agreed-upon period, in the absence of such an agreement the right of use is for an indefinite period.
- 26.2 The Purchaser may only use the software with the hardware stated in the datasheet or the operating instructions, in the absence of such reference, only with the Product delivered together with the software. The use of the software with another device requires Syannlab's prior written consent; in case of any breach of this obligation, Syannlab is entitled to demand an appropriate additional remuneration, without prejudice to any of our other rights, remedies, and claims.
- 26.3 If several devices are mentioned in the datasheet or operating instructions, the Purchaser may only use the software on one of these devices at the same time (single license), unless a multiple license (ref. Clause 26.11) has been agreed upon. If there are several workstations for one device where the software can be used independently, then the single license only covers one workstation.
- 26.4 The licensing of the software is effected solely in machine-readable format (object code).
- 26.5 The Purchaser may only make one copy of the software which can be used for backup purposes only (backup copy). Apart from that, the Purchaser may only copy the software if a multiple license has been expressly allowed by Syannlab as an exception.
- 26.6 The Purchaser is not permitted to alter, reverse engineer, translate, or share the software or its code, or remove any parts thereof. The Purchaser is not permitted to remove the alphanumeric and other identifications from the data carriers. They are to be transferred unmodified even to the backup copy.
- 26.7 Transfer of the software to a third party is only permitted if the same is effected together with the Product that the Purchaser purchased in connection with the software. In case of a transfer of the right of use to third parties, the Purchaser shall ensure that no further rights of use to the software are granted to the third party other than those permitted in these General Sales Terms and Conditions and in the respective datasheet or the operating instructions, and that the third party shall be obliged to comply with at least the same obligations as are imposed herein with regard to the software. In the case of a transfer, the Purchaser may not retain any copies of the software.
- 26.8 The Purchaser is not entitled to grant sublicenses, or to distribute, copy, share, circulate, or allow use of the software or its code in any manner whatsoever, other than as permitted in these General Sales Terms and Conditions.
- 26.9 The Purchaser shall be solely responsible for compliance with the applicable law if the Purchaser transfers the software to a third party, and the Purchaser shall indemnify Syannlab against any costs, loss, damages, or expenses that may be incurred by Syannlab upon the Purchaser's failure to do so.
- 26.10 In the event Syannlab licenses/sub-licenses the Purchaser any software for which Syannlab only has a derived right of use (third-party software), the terms of use agreed between Syannlab and the licensor shall also apply and take precedence in addition to these General Sales Terms and Conditions. If and to the extent that Syannlab licenses the Purchaser open-source software, the terms of use governing the open-source software shall apply and take precedence in addition to these General Sales Terms and Conditions. The existence and terms of use of licensed thirdparty software and open-source software shall be mentioned in the datasheet or the operating instructions. In case of any breach of the terms of use (including the terms of the third-party software, as may be applicable), Syannlab's licensor as well as Syannlab itself shall be entitled to assert any and all claims and rights against the Purchaser in their/its own name.
- 26.11 If the Purchaser intends to use the software on multiple devices or simultaneously at multiple workstations, he is required to seek right of use. The same shall also apply to the use of the software in networks, even if the software is not copied. In the aforementioned cases (hereinafter referred to as "multiple license"), the following provisions (a) and (b) apply in addition to the aforementioned terms and conditions:
- a) The Purchaser shall not use or copy, in any manner whatsoever, the software on multiple devices or simultaneously at multiple workstations without prior express written confirmation from Syannlab specifying (aa) the number of permissible copies which the Purchaser may create of the software, and (bb) the number of devices or workstations on which the software may be used. For multiple licenses, Clause 26.7 applies, however, on condition that the multiple licenses may only be transferred by the Purchaser to third parties if they are transferred together with all the devices for which written confirmation has been received from Syannlab.
 - b) The Purchaser shall observe the instructions on copying provided by Syannlab together with the multiple licenses. The Purchaser shall maintain logs of the locations of all copies and present these to Syannlab on request.

27. Transfer of risk

27.1 When software is licensed using electronic communication media, for example via the Internet, any danger or risk associated with accidental loss, deterioration, manipulation, etc. of the software shall transfer to the Purchaser simultaneously with the software leaving Syannlab's sphere of influence (e.g., at the time of download).

28. Obligations to cooperate and liability

28.1 The Purchaser shall take all necessary and reasonable measures to prevent or restrict damage to or by the software. In particular, the Purchaser shall ensure the regular backup of programs and data.

28.2 If the Purchaser is in violation of this obligation, Syannlab shall not be liable for any consequences arising thereto, especially not for the replacement of lost or damaged data or programs.

29. Material defects

29.1 The Purchaser agrees that software generally cannot be created without errors and the software being licensed to the Purchaser may have errors or bugs.

29.2 Claims for any defects related to the software shall become time-barred if not raised within 12 months of the transfer of risk.

29.3 Software shall be considered to have a material defect only if it can be proved that there are reproducible deviations from the specification in the datasheet or the operating instructions. A material defect does not exist if it does not appear in the version of the software last transferred to the Purchaser and its use is deemed reasonable for the buyer.

29.4 Material defect claims shall not be maintainable:

- for any damage or loss arising as a result of incorrect or negligent use of the software;
- for any damage or loss arising from special external factors that have not been considered in accordance with the Contract;
- for any damage or loss arising out of modifications made to the software by the Purchaser or third parties;
- for software expanded by the Purchaser or a third party beyond an interface envisaged by Syannlab for this purpose;
- in a situation where the software is not compatible with the data processing environment used by the Purchaser.

29.5 In the event it is established that the software is defective, Syannlab shall endeavor to provide the Purchaser with a new edition (Update) or a new version (Upgrade) of the software, provided Syannlab has such or it can be procured by us at reasonable cost.