

HUSCO HYDRAULICS PRIVATE LIMITED TERMS AND CONDITIONS OF SALE

The online terms and conditions are incorporated by reference and quotes are governed by and subject to these terms and conditions.

By purchasing from HUSCO Hydraulics Private Limited, buyer agrees to these online terms and conditions and understands they are bound by them.

Quotation Terms & Conditions

1. Terms and Conditions. The terms and conditions set forth below together with those appearing on the face of this Quotation (the "Order") constitute the complete and exclusive agreement between HUSCO Hydraulics Private Limited (the "Seller") and the Buyer pertaining to the goods and/or services identified in this Order (collectively, the "Products"). Seller's electronic transmission of this Order shall have the same legal force and effect as Seller's manual execution of this Order, and Buyer's electronic acknowledgement of this Order, through e-mail response or other means manifesting acknowledgement of acceptance of the Order, shall have the same legal force and effect as Buyer's manual execution of this Order. If there is a discrepancy or conflict between any exhibit or supplement to this Order and these terms and conditions, these terms and conditions shall control. This Order is intended by Seller and Buyer to be the complete, exclusive, and final statement of their agreement and Seller's acceptance of the Order is expressly conditioned on Buyer's acceptance of these terms and conditions, and no action by Seller shall be construed as acceptance of any additional or different terms in any purchase order, acknowledgement, confirmation or other document. Buyer, upon placing the Order, is presumed to have accepted these terms and conditions without modification. Any changes to this Order must be in writing and signed by Seller and Buyer. Without limiting the foregoing, Seller expressly objects to all contradictory terms and conditions specified in any other acknowledgement, purchase order, confirmation or other document pertaining to the Products, including without limitation those terms and conditions regarding warranty and indemnity. Seller presumes that Buyer possesses sufficient knowledge regarding the Products or Buyer has retained personnel with sufficient knowledge regarding the Products in order to order the appropriate items to meet Buyer's needs and subsequently install the Products.
2. Acceptance. Orders can be accepted only upon these terms and conditions. Seller shall neither accept nor agree to any additional or different terms or conditions, whether or not material, contained in any purchase order, acknowledgement, confirmation or other document pertaining to Orders. Buyer may accept Orders by acknowledging, confirming or executing it; accepting the Products upon delivery; remitting payment for the Products to Seller; or any other means manifesting assent to be bound. No modification of Orders shall be binding on either party unless in writing and signed by an authorized representative of each party.
3. Taxes and Fees. All sales, excise and similar taxes that the Seller may be required to pay or collect with respect to the Products will be for the account of the Buyer, except as otherwise provided by law. Except as otherwise provided herein, Seller will not be responsible for freight, transportation, insurance, shipping, storage, handling, demurrage or similar charges. If such charges are by the terms of sale included in the price, any increase in rates effective after the date hereof will be for the account of Buyer. Buyer will also pay Seller any collection and legal fees incurred by Seller in enforcing Orders or any agreement hereunder or defending against any claim for breach of Orders or any agreement hereunder.
4. Termination by Buyer. Buyer may not cancel all or part of the Order hereunder without Seller's written consent. Buyer may not terminate any series production programs without six (6) months' written notification. In the event that Buyer wrongfully cancels the Order, Seller may, in addition to any rights and remedies it may have at law or in equity, charge Buyer a restocking fee at Seller's discretion. Such restocking fee may include, without limitation, unamortized capital, development costs, obsolete inventory and tooling.
5. Termination by Seller. Seller may cancel Orders without penalty: (a) if Buyer fails to comply with the terms or conditions of Orders, including terms or conditions regarding timely payment; or (b) if Buyer files a voluntary petition under any federal or state bankruptcy or insolvency act, an involuntary bankruptcy petition is filed against Buyer, or Buyer is declared insolvent or has a receiver or trustee appointed for it or its assets, or if Buyer makes an assignment for the benefit of creditors or commences proceedings under any state insolvency or similar law.

6. Change to Processes and Orders. Seller has the right to change material or manufacturing processes, designs, drawings or specifications at any time without prior notification to Buyer. If Buyer changes an Order or forecast within four (4) weeks of Seller's estimated delivery date, Seller may charge Buyer a restocking or expedite fee at Seller's discretion.
7. Claims. All warranty claims including defective part number, serial number of Product that includes the defective part, and claim story which clearly states reported issue and steps taken to address the issue must be made within thirty (30) days of the repair. All claims prior to delivery to customer dealer, including claims for damages, defects and shortages must be made within seven (7) days of receipt of the Products. Seller must be given a reasonable opportunity to inspect such Products. BUYER'S FAILURE TO MAKE ANY CLAIM WITHIN THE SPECIFIED TIME PERIODS WILL RESULT IN THE UNCONDITIONAL WAIVER OF SUCH CLAIM. If delivery is made in installments, claims which Buyer may have as to any one installment do not relieve Buyer of the obligation to accept delivery of the remaining installments, or permit Buyer to cancel or rescind the remaining installments. Seller reserves the right to accept or reject any claim in whole or in part.
8. Risk of Loss; Shipment; Packing. Unless otherwise specified in writing executed by both parties, all shipments are F.O.B. place of manufacture, and Buyer shall pay all costs related to shipping and packaging. The risk of loss to the Products (including destruction or damage thereto) passes to Buyer upon shipment. Shipping dates on the Order are estimates only, and shipment shall be based in part upon prompt receipt of all information necessary for Order processing from Buyer to Seller. Acceptance by Buyer of the Products when received waives any claim for loss or damage resulting from a delay, regardless of the cause of the delay. Seller will use commercially reasonable efforts to meet the estimated shipping date, subject to Buyer's prompt provision of all necessary, complete and correct specifications, but Seller will not be held responsible for failure to meet such estimated dates. In particular, Seller shall not be responsible for any consequential damages resulting from late delivery. If shipment is delayed or suspended by Buyer, Buyer will pay the invoice price for the Products as per payment terms, together with Seller's handling, storage charges, demurrage and similar charges in effect, if any. Seller may make delivery in installments. All installments will be separately invoiced and paid as billed without regard to subsequent deliveries. Buyer's failure to pay any installment when due will excuse Seller from making future deliveries. The Products shall be boxed or crated as Seller deems appropriate for protection against normal handling. Unless otherwise specified, the maintenance of any returnable packaging or disposal of any disposable packaging shall be the Buyer's responsibility.
9. Prices and Payment. All prices are subject to change without notice and any unshipped balances on the Order will be invoiced to and paid by Buyer at prices in effect at the time of delivery. Buyer will be responsible for the cost of any packaging requirements, including, without limitation, waterproofing, special packaging for international shipments or returnable containers. Invoices are payable in full thirty (30) days following the invoice's date of issuance. If by the terms of sale credit is extended to Buyer, Seller reserves the right to revoke such credit if Seller determines in its sole discretion that Buyer no longer meets Seller's credit standards, and Seller may demand payment prior to the commencement of any further shipment. Amounts not paid when due shall bear interest at the rate of one and half percent (1.5%) per month, not to exceed the highest rate permitted by applicable law. In addition to the purchase price, Buyer will pay any federal, state and local sales, excise, privilege, use or other taxes and/or duties arising from the sale or delivery of the Products or the use thereof, or, in the case of sales tax, provide Seller with an appropriate exemption certificate. Seller may set off any amount due Buyer, whether or not under any Order, pursuant to these terms and conditions, against any amount sufficient to protect Seller from all claims, losses, damages and expenses arising from Buyer's breach of Orders or other acts or omissions.
10. Material Liability. Buyers that supply extended forecast or sales schedules shall be responsible for: (a) the cost of finished goods for volumes specified within twelve (12) weeks of Buyer's modifications to Products or Orders or cancellations of Orders, (b) the cost of work in progress for volumes specified within twenty (20) weeks of Buyer's modifications to Products or Orders or cancellations of Orders, and (c) the cost of purchase materials for volumes specified within twenty-six (26) weeks of Buyer's modifications to Products or Orders or cancellations of Orders.
11. Security Interest. Buyer hereby grants to Seller and Seller hereby retains a security interest in all the Products and accessories and additions thereto sold by Seller and held by Buyer, whether presently upon Buyer's premises or hereafter acquired, including, without limitation, all parts and components used to

manufacture the Products (the "Production Materials"), all equipment owned by Buyer but maintained by Seller (the "Tooling"), and all proceeds of the sale or other disposition including, without limitation, cash, accounts, contract rights, instruments and chattel paper. If deemed necessary by Seller, Buyer shall join with Seller in executing one or more financing statements as requested by and in a form satisfactory to Seller to evidence and perfect Seller's security interest in the Products. In the event Buyer shall be in default under this agreement, Seller shall have the remedies under Laws of India, and subject to the jurisdiction and venue of the courts located in Pune, Maharashtra and Seller may thereupon enter the Premises of Buyer and remove the Products and make them available to Seller for repossession. Buyer agrees to pay Seller's reasonable attorneys' fees and costs incurred by Seller in collecting any amounts due hereunder or in otherwise exercising its rights and remedies hereunder. Further, if amounts remain outstanding to Seller, or if Seller is performing services or producing products for Buyer and Seller has not been paid in full (whether or not payment is then due and owing), Seller may lawfully retain possession of the Production Materials, the Tooling and the Products, and possession shall constitute perfection of this security interest. If any Tooling is in Seller's possession pursuant to this Section 11, risk of loss or damage to such Tooling remains with Buyer. Seller will take all reasonable precautions to protect the Tooling from loss or destruction while in Seller's possession, but Seller shall not be liable for any loss, damage, or wear and tear that may occur while the Tooling is in Seller's possession and Seller shall not undertake to cover any such property by any insurance.

12. Force Majeure. Seller will not be liable for loss, damage or delay resulting from causes beyond its reasonable control or caused by strikes or labor difficulties, lockouts, acts or omissions of any governmental authority or Buyer, insurrection or riot, war, fires, floods, Acts of God, breakdown of essential machinery, accidents, embargoes, cargo or material shortages, delays in transportation or inability to obtain labor, materials or parts from usual sources. In the event of any such delay, Performance will be postponed by such length of time as may be reasonably necessary to compensate for the delay. In the event performance by Seller under an Order cannot be accomplished by Seller due to any action of governmental agencies, or any laws, rules or regulations, Seller may, at its option, cancel the Order without liability.
13. Proprietary Information; Confidentiality. All information furnished by Seller or any other person acting on behalf of Seller and all information learned or observed about Seller or its operations through performance of Orders is confidential and Buyer shall not disclose any such information to any other person, or use such information for any purpose other than performing Orders without Seller's express written consent.
14. Descriptions. All weights, measurements, dimensions, drawings, specifications and other particulars of the Products, whether contained in plans, photographs, catalogs, price lists or advertising material or otherwise, are only approximate and are included solely for Buyer's guidance. Such particulars do not form part of the contract, and deviations therefrom or subsequent changes in design are not grounds for non-acceptance of the Products and do not constitute a breach of this agreement.
15. Indemnification. Buyer agrees to indemnify and hold Seller and its successors, assigns and customers harmless against any claim, demand, action, proceeding, liability, loss, cost or expense, including reasonable attorneys' fees, arising in connection with any claim or cause of action alleging that: Seller's incorporation or use of a specification, design, modification or drawing provided to Seller by Buyer or Buyer's use of the products in combination with other products: (a) infringes or proximately infringes a proprietary or intellectual property right of a third party; or (b) causes or proximately causes personal injury (including death) or property damage.
16. Intellectual Property Ownership. Seller shall retain all rights, title and interest in and to any and all patents, copyrights, trademarks and other intellectual property and proprietary rights and the goodwill associated thereby pertaining to the Products, as well as any associated developments Seller creates, realizes or reduces to practice during Seller's fulfillment of the Order. Except as otherwise particularly provided, no license, transfer or assignment of proprietary rights shall occur as a result of the terms and conditions or any Order. Any nameplates or other form of identification which Seller has affixed to or marked upon any of the Products may not be removed by Buyer without Seller's written consent.
17. Tooling and Capital. If the Tooling has capacity to manufacture items other than the Products (including, without limitation, quantities in excess of Buyer's Order), Seller may use such capacity at its discretion. Seller may use any capacity of the Capital to manufacture items other than the Products (including, without limitation, quantities in excess of the Buyer's Order) at its discretion. "Capital" shall mean

equipment, whether amortized or unamortized, that is owned by Seller and used in the manufacture of the Products.

18. **Warranty.** Seller warrants that the Products shall free from defects in material and workmanship for a period of twelve (12) months from date of shipment. Seller's liability under this warranty is expressly limited to repairing or replacing, at Seller's option, any Product that, in Seller's sole judgment, does not meet the warranty set forth above. SELLER MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Seller's liability under this warranty shall not include any transportation charges or cost of installation, replacement, field repair, or other charges related to returning Products to Seller, or any liability for direct, indirect or consequential damage or delay. Products or parts for which a warranty claim is made are to be returned transportation prepaid to Seller. Any improper use, operation beyond rated capacity, substitution of parts not approved by Seller, or any alteration or repair by parties other than Seller that Seller's sole judgment affects the Product materially and adversely shall void this warranty. NO EMPLOYEE OR REPRESENTATIVE OF SELLER OR ANY OTHER PARTY SHALL BE AUTHORIZED TO CHANGE ANY WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY UNLESS SUCH CHANGE IS MADE IN WRITING AND SIGNED BY AN OFFICER OF SELLER AT ITS HOME OFFICE.
19. **Limitation of Remedies and Damages.** SELLER'S LIABILITY WILL IN NO EVENT BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE RETURNED PRODUCTS. SELLER SHALL HAVE NO LIABILITY TO BUYER OR BUYER'S AFFILIATES, EMPLOYEES, REPRESENTATIVES, AGENTS OR CUSTOMERS OR TO ANY THIRD PARTY UNDER ANY CIRCUMSTANCE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, MACHINING OR LABOR COSTS, DAMAGE TO EQUIPMENT, COSTS OF SUBSTITUTE PRODUCTS, LIABILITY TO A THIRD PARTY OR LOST PROFITS RESULTING FROM THE SALE, USE OF OR INABILITY TO USE THE PRODUCTS, THE PRODUCTS' INCORPORATION INTO OR BECOMING A COMPONENT OF ANY OTHER PRODUCT, OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON BREACH OF WARRANTY OR OTHER CONTRACTUAL CLAIM, TORT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER CONCERNING THE SALE, USE AND/OR INSTALLATION OF THE PRODUCTS. NEITHER PARTY WILL HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER, OR TO ANY THIRD PARTY, ARISING FROM ANY BREACH OF THIS AGREEMENT.
20. **Independent Contractor.** Seller, its agents and other suppliers shall at all times be independent contractors and Buyer shall make no express or implied representations to the contrary.
21. **Work by Others.** Unless agreed in writing, Seller, being the supplier of the Products, has no responsibility for labor or work of any nature relating to operation or use of the Products, all which will be performed by Buyer or others. It is the responsibility of Buyer to furnish such accessory and safety devices as may be desired by it and/or required by law. Buyer shall require its employees to use all safety devices, guards and proper safe operating procedures to the extent set forth in manuals and instruction sheets furnished by Seller. Buyer is responsible for consulting any operator or machine manual, and ANSI or comparable safety standards, OSHA regulations and other applicable sources.
22. **Service Part Requirements.** Seller shall not be bound to supply any service parts to Buyer unless otherwise agreed to in an amendment to these terms signed by the parties.
23. **Miscellaneous.** (a) Orders and the parties' performance hereunder shall be governed by the Laws of India, and subject to the jurisdiction and venue of the courts located in Pune, Maharashtra; (b) no remedy provided herein shall be exclusive of any other remedy hereunder or provided by any applicable law; (c) the invalidity or unenforceability of any provision of this Order shall not affect the validity or enforceability of any of the other provisions of Orders; (d) Orders shall not be assigned by Buyer, and Buyer shall not delegate in any manner to any other person the performance of any work or the supplying of any Products or services under Orders, in either case without the prior written consent of Seller; (e) Seller's failure to insist on performance of any of the terms of Orders, its failure to exercise any right or privilege or its waiver of any breach hereunder shall not effect a waiver of any other right or privilege, whether of the same or similar type; (f) in the event Seller is involved in any litigation with respect to Orders, Seller shall recover from Buyer its costs and attorneys' fees incurred in enforcing or defending its rights hereunder; (g) captions preceding particular sections are for convenience only and are not to be construed as part of Orders or as a limitation of the scope of a particular section to which they refer; (h) Seller shall have no

responsibility for compliance with any state or local law, regulation or order in the territory in which the products are sold, and if the Products are sold or distributed outside India, Buyer shall have the sole responsibility for compliance with any and all foreign, and other applicable laws, regulations and orders in all countries outside India in which the Products are sold or distributed (including, without limitation, compliance with Government of India trade restrictions, sanctions and embargos and the prohibition on re-exporting or transshipping products in violation thereof); and (i) these terms are made in the English language only, which language shall be controlling in all respects and all versions of the terms in any other language shall be for accommodation only and shall not be binding upon the parties to this agreement. If Buyer is located outside India or the Products will be sold or distributed outside India, then except as otherwise specified all customs fees, import duties, cargo insurance, taxes and other charges imposed on or relating to the purchase or sale of the Products shall be paid by Buyer.

24. In case of dispute between the parties, both the parties may mutually appoint Arbitrator. The Arbitration proceedings shall be held at Pune/Talegaon. The decision of the Arbitrator will be binding on both the parties.
25. Any relaxation to these set of Terms and conditions of Sale will only be as permitted by the Seller in writing which is duly signed by Seller and Buyer and valid for the period of that specific order only.