

Terms and Conditions of Quotation

- 1. Acceptance:** The order along with these Terms (“Order”) constitutes Plusgrow Company the (“Seller”) offer to the buyer (“Buyer”). Acceptance of the Order by the Buyer shall be in the form of a clear and unambiguous written confirmation. Notwithstanding anything-contained elsewhere, acceptance of the Order and further execution of the Order or parts thereof, is subject exclusively to the Terms. For avoidance of doubt, if the Order is split into various components (in terms of delivery, timelines etc.), these Terms shall apply to all parts of the Order. In case of conflict between these Terms and any other documents, emails, drawings, specifications or other terms referenced elsewhere in the Order, these Terms shall prevail, unless specifically identified as a deviation from the Terms or where specifically identified in the Terms that they can be deviated from.
- 2. Payment Terms:** Payment Terms as per Order and the Right of offset is excluded unless specifically agreed in writing.
- 3. Prices:** In doubt, prices mentioned are net prices, which are to be increased by applicable taxes and will not include transportation costs. Prices are EXW Seller Warehouse unless specifically mentioned to the contrary elsewhere in the Order. In the event prices of raw material increases, the prices of the Goods will increase proportionately. The prices will not include cost of transportation.
- 4. Dispatch and Delays:** The risk passes to the Buyer in accordance with the agreed INCOTERMS. Ways and means of delivery will be agreed with the Buyer in mutual consultation and specified in writing elsewhere in the Order. All insurance of the goods has to be ordered and paid separately by the Buyer, unless otherwise agreed to the contrary in accordance with the agreed INCOTERMS. If shipment is delayed due to the Buyer, Seller may charge reasonable storage and demurrage charges.
- 5. Title:** Unless a conditional sale is noted elsewhere in this Order, title to the goods covered by this Order shall pass to the Buyer upon payment. Seller has the right to retain title to any goods (irrespective of whether the payment for such goods has been made), if the Buyer is in arrears with respect to any obligation. Such retention of title also includes the right to retain shipment. All drawings, techniques, special tooling, improvements and inventions made or acquired by the Seller in fulfillment of any order (including but not limited to the Order) shall continue to belong to the Seller exclusively, regardless of whether separate items of price appear in this quotation for engineering or tooling. All drawings, process descriptions or tooling furnished by Buyer shall remain its property.
- 6. Warranty/ Limitation of Liability:** All the product information is on an “as is” and “as available” basis without any representation or warranties expressed or implied, statutory or otherwise. At best the Seller may warrant that all goods sold will be free from physical damages at the time of shipment. Except this warranty made above, to the maximum extent permissible under law, the Seller disclaims any and all other warranties, express or implied, including but not limited to fitness for purpose and merchantability.
The seller also states that all warranties are the sole responsibility of the Manufacturer to be covered at their own means

7. **Returns:-**No goods are accepted for returns.
8. **Compliance with Laws and Code of Conduct:**Buyer and Seller agree to comply with good business ethics, applicable laws and regulations while performing their respective obligations under this Order.
 - a. The Buyer agrees further to comply with all applicable import and export control laws, including re-export and transfer restrictions, embargoes and sanctions regulations. The Buyer is responsible for obtaining any and all necessary licenses or other approvals that are required for the purchase, import, use or export of the goods according to the laws and regulations as are applicable to Buyer.
 - b. In the event that a government agency requests documents from the Seller that requires the cooperation of Buyer (e.g., End-Use Declaration, Import Certificates), the Buyer shall, in a timely and diligent manner, produce such documents or perform such actions as may be requested by the Seller to satisfy the request of the government agency. Should delays in shipment arise as a result of Buyer's failure to cooperate in a timely and diligent manner or due to the government agency approval process, then the time for Seller's performance shall be extended accordingly.
 - c. In the event that the delivery of goods or Seller's performance hereunder becomes impaired, whether temporarily or permanently, due to (i) the applicable national or international laws and regulations, in particular export controls, embargoes or other restrictions, or (ii) the denial or revocation of necessary approvals for reasons not attributable to Seller, the Seller shall be under no further obligation to deliver or to perform hereunder. The Buyer waives any claims against Seller and agrees not to seek any damages or exercise any rights against Seller in such a case.
 - d. The Buyer agrees to indemnify and hold Seller harmless against any costs or damages incurred by Seller, including any third party claims against Seller, that arise from Buyer's failure to comply with the requirements of this Section 10.
 - e. Buyer agrees that this Agreement and information contained herein and any Goods (and related documentation) supplied under this Agreement are confidential and proprietary in nature. Irrespective of whether any such Goods related documentation and information is protected as registered intellectual property or not, such goods related documentation and information shall be considered trade secrets proprietary to the Seller and the Buyer shall not disclose the particulars to any third party. If the Buyer intends to or is required to disclose the same to any third party, the Buyer shall obtain a written approval from the Seller prior to disclosing such information. The Buyer acknowledges that any unauthorized disclosure would result in irreparable damage to the Seller and agrees to protect the information, documentation and any goods in a manner at least not less than what it would do to protect its own confidential information.
9. **Additional:** Additional terms not covered by this document are available at www.plusgrow.org/terms

10. **General:** Seller's quotation and any sale resulting from it including this Order shall be construed in accordance with the laws of India. Buyer hereby consents to the exclusive jurisdiction of the courts located in Nagpur in the state of Maharashtra, India for the determination of any dispute between the parties.
- This quotation constitutes the entire offer and Seller shall not be bound by any agent's or employee's representation, promise or inducement not set forth herein. No waiver, alteration or modification of any of the provisions hereof shall be binding on Seller unless in writing, and signed by its duly authorized representative. If any provisions of these Terms are held to be invalid under applicable law, that portion of the Term shall be severed and the remaining Terms shall be valid and enforced. Buyer shall not assign or transfer the contract or any right or obligation hereunder without written consent of the Seller.
- Dimensions and or weight of ingots, electrodes and mill products vary within commercial tolerances; Firm prices are quoted per kilogram, unless the price is stated as a lot or piece price.
- Quotations ordinarily describe the desired dimensions, and list estimated weights. Unless otherwise agreed to in writing, Buyer will be invoiced according to actual weight of the pieces as shipped.
- Unless specifically agreed otherwise in the order, Seller reserves the right to ship up to ten (10) percent more or less of any item ordered.
- Seller's quotation is valid for thirty (7) days from the date written, but shall not become a binding contract until an order based on these Terms is acknowledged by Seller.
- Seller's obligations to deliver and execute the Order are suspended in the event of strikes, floods, storms, other natural calamities, pandemics, war, interruption or shortage of raw materials, lack of fuel / energy, major machine breakdown, adverse order by the government or courts, change in law, or any other event beyond the reasonable control of the Seller ("Force Majeure Event"). The Order is prolonged to the extent necessary until such a Force Majeure Event is extinguished. The Seller will also not be liable for any delay or damages caused by interruption or shortage of raw materials, failure of supplier or sub-contractor, lack of fuel / energy, major machine breakdown, adverse order by the government or courts, change in law ("Exclusion of Liability Event"). In the event of any Force Majeure Event or Exclusion of Liability Event, the Seller shall keep the Buyer promptly informed of the same.
11. **Concluding Provisions:** Cancellation of an Order or any part thereof requires Seller's express written consent. In case of any termination, Buyer shall be liable for any finished or unfinished work-in-process, including labour costs and pre-material relating to the Order, and the applicable non-utilization charge imposed by Seller for loss of volume including labour costs and pre-material relating to the Order, and the applicable non-utilization charge imposed by Seller for loss of volume.
12. **Partnership:** None of the provisions of these Terms of Use shall be deemed to constitute a partnership or agency between you and us and you shall have no authority to bind us in any manner whatsoever.
13. **Pricing / Typological Error:** If we come across any difference in pricing resulting from typographic errors with respect to pricing or product information, we shall

have the right to rectify the same or cancel the order(s) and refund monies, if any, collected from you as per our Return and Refund Policy. The mode of refund will be the same as at the time of placing the order or any other mode at our discretion including but not limited to store credit.

We reserve the right to amend, change or alter the Maximum Retail Price and packaging of all products without any notice

14. **Risk of Loss:** All items/products purchased from the Website are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.
15. **Miscellaneous:** The section headings of this Purchase Order are for convenience only and have no interpretive value.
16. **Survival:** The indemnities and confidentiality provisions shall remain in effect post termination or completion of this agreement
17. **No Authority:** You acknowledge that no employee of ours or its affiliates shall have the authority to give any direction, representation or warranty, either written or oral, relating to the making of any commitment by us or its affiliates, to any customer or any third party, pertaining to any product sold or service rendered by us
In an event, any representation, commitment or warranty, is made by any employee of ours or its affiliates to any customer or any third party, such representation, commitment or warranty, shall be unenforceable and not binding on us
18. **Notices:** All notices given under this Agreement must be delivered to the recipient's address on the first page of this Quotation Order in written non-electronic form, and in English, and will be effective when received.