

1. General Terms

1.1. These Terms and Conditions ("**Terms**") govern the sale and delivery of goods by ADM Agro Industries India Private Limited ("**Seller**") to the purchasing party ("**Buyer**"). By placing an order, the Buyer acknowledges and accepts these Terms. Sale of any Goods is expressly conditioned on Buyer's assent to these Terms and Conditions.

1.2. Deviating, opposing or supplementary terms and conditions in any documents of the Buyer shall only become part of the contract to the extent that the Seller has expressly agreed to their applicability in writing.

1.3. Orders shall not become binding on the Seller until the Seller has provided written confirmation. The failure of the Buyer to return the signed order confirmation does not invalidate these Terms.

2. Prices and Taxes

2.1. The Seller reserves the right to adjust prices in the event of significant fluctuations in raw material or manufacturing costs before delivery.

2.2. All applicable taxes, including GST, levies, and customs duties, shall be borne by the Buyer and will be added to the invoice as per the prevailing tax rates.

2.3. In case the Goods are to be delivered outside India, the Buyer shall also be responsible for the payment of any import duties and taxes.

3. Delivery

3.1. The Goods shall be delivered within the agreed timeframe, subject to availability. The Seller shall not be liable for any delay caused by circumstances beyond its control, including but not limited to natural disasters, strikes, or governmental action. However, where delivery is delayed due to circumstances caused by or within the responsibility of Buyer, risk of loss shall pass to Buyer upon Seller's notification that Goods are ready for dispatch. Unless otherwise agreed, all charges, expenses or taxes associated with the delivery shall be paid by the Buyer.

3.2. Claims of the Buyer for damages due to delayed delivery or due to subsequent delivery shall be excluded in all cases, unless the loss was caused by intentional or grossly negligent actions. In case of ordinary negligence the Seller shall be liable - for whatever legal reason - to the extent permitted by law - a) for losses connected to injury to life, body or health, as well as b) for losses connected to the breach of a significant contractual obligation (which is an obligation essential to the proper performance of the contract which the contractual partner typically relies upon and legitimately may rely upon);

In such a case, Seller's liability shall however be limited to reimbursement of losses which are foreseeable and typical at the time of the conclusion of the contract.

The restrictions of liability under clause 3.2 shall not apply if the Seller has fraudulently concealed a defect or has provided a guarantee in respect of the quality of the goods.

4. Dispatch and Transfer of Risk:

4.1 The risk of loss shall transfer to the Buyer upon handover of the goods to the first carrier, however at the latest at the time the goods leaves the Seller's plant.

4.2 In case of a delivery parity other than Incoterm Ex Works (EXW) 2020, the Seller shall be free to choose the delivery route and type of carriage to the exclusion of any liability.

4.3 The Buyer shall promptly call upon and pick up goods upon the Seller's notice that they are ready for dispatch, unless another specific delivery date is agreed by the Seller in exceptional cases. Otherwise the Seller shall be entitled to store the goods at the expense and risk of the Buyer according to the Seller's discretion.

5. Transfer of Title:

5.1 No title in the Goods shall pass from Seller to Buyer until Seller has received payment in full for the Goods supplied. The Buyer acknowledges that until title in the Goods passes to the Buyer, the Buyer holds the Goods as bailee of the Seller.

5.2 The Buyer is not permitted to sell, pledge, or otherwise dispose of the Goods before full payment is made.

5.3 If the Buyer processes the Goods, the Seller shall retain a co-ownership interest in the processed goods to the extent of the invoice value of the Goods.

6. Payment Terms

6.1. Payment for the Goods is due immediately upon the date of the invoice, unless otherwise agreed in writing. The Buyer shall not make any set-off, deduction, or withholding from the payment amount for any reason whatsoever.

6.2. Any payments not made within the agreed timeframe will attract interest at a rate of 18% per annum.

6.3. The Buyer agrees to pay all costs incurred by the Seller in collecting overdue payments, including legal fees and administrative costs.

6.4. The Seller may, at its sole discretion, request advance payment, a bank guarantee or other form of security if the Seller has concerns about the Buyer's creditworthiness or payment history.

7. Warranty and Liability

7.1. The Seller warrants that the Goods supplied will be of satisfactory quality, free from material defects and material at the time of delivery, and will comply with any agreed specifications. ADM makes no warranties of a specific property other than that expressly guaranteed in writing by ADM.

7.2. The Buyer shall inspect the Goods immediately upon receipt and notify the Seller in writing of any visible defects within 3 business days of delivery.

7.3. Claims related to defective Goods must be submitted within the applicable warranty period, and the Buyer must retain the Goods in their original packaging for inspection by the Seller. The Buyer shall not dispose of or alter the defective Goods without the Seller's prior written consent.

7.4. The Seller's liability for any defects shall be limited to the replacement of the Goods or a refund of the purchase price, at the Seller's discretion. The Seller shall not be liable for any consequential, indirect, or punitive damages arising from the defect.

8. Force Majeure

8.1. Seller shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by any circumstances beyond the reasonable control of Seller including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate quantity or suitable quality.

8.2. In the event of force majeure, the Seller may extend the delivery period or cancel the contract without any liability.

9. Confidentiality

9.1 The obligation to maintain confidentiality under this clause shall be applicable to any information, data, drawings and knowledge of any kind – whether with or without confidentiality flag – that the Seller or affiliated company shall disclose to the Buyer pursuant to any delivery during the initiation of the business contact and/or the business in oral, written, graphic, machine readable, electronic and/or any other form, or of which the Buyer shall gain knowledge of in any other way ("Information Subject to Confidentiality"). This shall be in particular (but not exclusively):

Know-how, in particular recipes, any knowledge as regards production, handling, fundamentals and functions as well as any processing instructions or specifications;

any other business and trade secrets such as balance sheets, financing information, negotiation protocols and results;

any documents and information which are subject to technical and organizational confidentiality measures and are marked as confidential or which are or to be considered as confidential due to the kind of information or circumstances of the transmission;

9.2 The Buyer undertakes to keep strictly confidential any Information Subject to Confidentiality and to take adequate confidentiality measures to prevent their disclosure to unauthorized third parties.

9.3 The Buyer undertakes towards Seller in particular, but not limited to:

a) to grant access to the Information Subject to Confidentiality only to those of its staff members that necessarily require it for reasons of their activity (“need-to-know”-principle) and that are bound to provisions which are at least as strict as those provisions set forth in this clause 12.

b) to use the Information Subject to Confidentiality solely for internal purposes within the contractual purpose and apart from that not to directly or indirectly commercially exploit or reproduce (in particular, but not limited to the prohibition of so called “Reverse Engineering”) in any other way – including for any other personal use – or to have it exploited or reproduced by Third Parties and with respect to the Information Subject to Confidentiality not to apply for any intellectual property rights – in particular, but not limited to trademarks, designs, patents or utility models. Otherwise, Seller’s prior written consent is required.

c) not to mechanically copy or otherwise reproduce or scan the Information Subject to Confidentiality (collectively “Copies”).

9.4 The obligations to maintain confidentiality shall not apply to any information or parts thereof that verifiably

a) was already in possession of the Buyer at the time of its disclosure by Seller and that is not subject to the obligation to maintain confidentiality imposed by Seller; or

b) expressly was released by Seller in writing; or

c) is publicly available through press or other sources accessible to the general public; or

d) another party makes accessible to the Buyer in a legally permissible way;

The burden of proof with respect to proving the existence of the above circumstances constituting exceptions rests with the Buyer.

9.5 In the event that the Buyer is bound under applicable law or due to official or judicial order to disclose any Information Subject to Confidentiality, it shall immediately inform Seller in writing and to a reasonable extent provide Seller – in as far as this is possible – with the possibility to oppose to such disclosure and to take judicial protective orders or other appropriate measures.

10. Data Protection

The Seller will save and process its customer’s data with careful observation of the applicable data privacy provisions either manually or automatically and only for contractual purposes. Reference is made to the Seller’s data protection regulations which can be retrieved from <https://www.adm.com/privacy-statement>.

11. Intellectual Property

11.1 Unless otherwise agreed upon in writing, any intellectual property, including without limitation any know-how, patents, patent applications, trade secrets, trademarks (registered and unregistered), copyrights and designs arising out of or related to the delivery of the Seller’s goods and services (including related documentation) remains and/or shall become the sole and exclusive property of the Seller or its affiliated companies or their licensors (“ADM”). The Buyer is prohibited to reproduce, copy, distribute, reverse engineer or otherwise make use of any intellectual property related to any of Seller’s deliverable and is further prohibited to use the Seller’s know-how or Information subject to Confidentiality for any other purpose unless as specifically agreed upon in writing between Buyer and Seller. The sale of goods or services shall not be construed (neither explicitly nor implicitly) as granting a license to make use of any intellectual property rights owned by Seller.

11.2 If the Seller develops or manufactures goods or carries out services based on specifications of the Buyer, and the specifications are or become subject to any intellectual property infringement claims by third parties, the Buyer shall immediately indemnify and hold harmless the Seller from such claims upon

first demand. The obligation to indemnify relates to any costs incurred by the Seller in connection with such claims.

11.3 Seller provides no warranty or guarantee that use of provided services, goods and finished goods (final products) by Buyer does not infringe third party rights.

11.4 Buyer shall not challenge any intellectual property of Seller, whether registered or not, before courts or any public authorities, and shall withdraw any legal or administrative action and cease any activities initiated to that effect.

11.5 Buyer shall not use or register any trademark that is identical or similar to or contains substantial elements of any ADM/Seller trademark. Buyer is obliged to cancel any such Buyer's trademark registration. Seller may also request Buyer to cooperate in good faith to immediately assign such trademark, together with any goodwill, at Buyer's own cost, to any entity named by Seller.

12. Governing Law & Jurisdiction

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the laws of India. The courts at Mumbai, Maharashtra shall have exclusive jurisdiction to try and adjudicate any dispute arising out of or in connection with this Agreement.

13. Arbitration

13.1 Any dispute, controversy, or claim arising out of or in connection with this Agreement, including its formation, validity, interpretation, performance, breach, or termination, shall be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 (as amended from time to time).

13.2 The dispute shall be adjudicated by a sole arbitrator, who shall be appointed by mutual agreement between the Parties. If the Parties are unable to agree on the appointment of the arbitrator within 10 days from the date of the notice of dispute, the sole arbitrator shall be appointed by the Mumbai Centre for International Arbitration ('MCIA') in accordance with its rules and procedures.

13.3 The arbitration shall be conducted in English and in accordance with the MCIA Rules. The place of arbitration shall be Mumbai, Maharashtra, India. The arbitral award shall be final and binding on the Parties.

14. Special provisions related to Anti-Corruption

14.1 **Anti-Corruption Clause:** Considering the continuation or establishment of a commercial relationship between the Parties and as a result of the anti-corruption policies and procedures of the Seller, buyer has agreed to be bound by the following representations, warranties and obligations to be respected and observed by the Buyer in its commercial relationship with the Seller, including but not limited to any relationships created through written or unwritten contracts and without prejudice to conditions as provided hereinabove in this Agreement.

14.2 **Representations & Warranties:** Buyer represents and warrants to the Company as follows:

a. Buyer shall carry out its obligations established by the commercial relationship of the Parties, including but not limited to any obligations created through written or unwritten contracts, in accordance with all applicable laws, regulations or orders issued by any government authority having jurisdiction over the territory in which any part of the services will be performed, including but not limited to anti-corruption and public procurement laws and regulation

b. in carrying out obligations established by the commercial relationship of the parties, including but not limited to any obligations created through written or unwritten contracts, Buyer shall impose upon any sub agent or sub-contractor the restrictions and requirements contained in this Agreement. Buyer shall not use a sub agent or a sub-contractor to perform any portion of Buyer's obligations involving interaction with any form of government or instrumentality thereof, without prior written consent from the Seller.

c. in the performance of the services, no services, money or other items of value, will be paid, promised, offered or authorized by Buyer, or any person acting on its behalf, directly or indirectly, to any entity or person employed by or acting on behalf of any government, department agency or instrumentality thereof, political party, officials of a political party, or candidate for political office, and the spouse or family member of such person, for the purpose of or having the effect of-

i. influencing any act or decision of such persons or organization;

ii. inducing any such person or organization to do or omit to do any act in violation of their lawful duty; or

iii. inducing any such person to use their influence in order to secure any improper advantage for, or to obtain or retain business on behalf of, Buyer or the Seller.

If at any time during the term of the commercial relationship between the parties, including the terms of any written contracts, any of these representations and warranties ceases to be accurate, Buyer will promptly notify the Seller.

14.3 Termination: Notwithstanding anything to the contrary, either party may terminate the commercial relationship of the parties, including but not limited to any obligations or relationships pursuant to a written or unwritten contract, if at any time either party, acting in good faith, has reason to believe:

a. that either party has used or is in the process of using any part of the compensation payable, or expenses reimbursable, as part of this commercial relationship, for a bribe, kickback or other corrupt payment, in violation of applicable anti-corruption laws in India;

b. that the representations and warranties related to Anti-Corruption in the foregoing section are false or have been breached; or

c. that this commercial relationship, including but not limited to any relationships created through written or unwritten contracts, or the performance of any of its terms violates or contravenes any law, regulation, restriction or order of the India in whose territory this commercial relationship or any part of it is to be performed.

15. Special provision regarding respect to human rights

In addition to its obligations as stated elsewhere in the Agreement, Buyer undertakes to respect the human rights and strictly ensure that it never use any manpower/labour below the age of 18 years, or forced and/or bonded laborer.

16. Sanctions and Anti-Boycott Clause

Each party respectively represents and warrants to the other to best of its knowledge that neither it nor any person or entity that owns or controls it or that it owns and controls is a designated target of any trade, and/or economic and/or financial sanction or sanctions (including without limitation any relevant law, regulation, order, ordinance, resolution, decree, restrictive measure or other requirement having the force of law), adopted by the U.S., E.U. (or its respective Member States), U.N., Switzerland, or the country of origin of the goods (collectively "Sanctions"). Each party respectively agrees and undertakes to the other that it and its agents, contractors, and representatives will fully comply with the requirements of all applicable Sanctions in the performance of this Contract.

Seller agrees and undertakes to Buyer that the goods will not directly or indirectly originate from, be provided by or be transported on a vessel or by a carrier owned, flagged, chartered, managed or controlled, directly or indirectly, by any country, person, entity, or body, or for the purpose of any commercial activity, that would cause Buyer or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If Buyer requires, Seller shall provide Buyer with appropriate documentation for the purposes of verifying the origin of the goods. Buyer has the right to reject any restricted originating country, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause Buyer or its agents, contractors or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.

Buyer agrees and undertakes to Seller that the goods will not be:

i. resold to;

ii. disposed of by; or

iii. transported on a vessel, or by a carrier, owned, flagged, chartered, managed or controlled by, directly or indirectly to, any country, person or entity, or for the purpose of any commercial activity, which would cause Seller or a person subject to U.S. jurisdiction to be in violation of applicable Sanctions and/or export or re-export controls. If Seller requires, Buyer shall provide Seller with appropriate documentation for the purposes of verifying the final destination of the goods. Seller has the right to reject any restricted destination, vessel, transit route, person or entity that would cause the performance of this Contract to violate any applicable Sanctions or which would cause Seller or its agents, contractors, or representatives or a person subject to U.S. jurisdiction to be in violation of or be penalized by any applicable Sanctions.

Buyer further represents and warrants that it will not make payment for the goods through or via such country, bank, or other entity or body or facility, as would cause Seller or a person subject to U.S. jurisdiction, directly or indirectly, to be in violation of or be penalized by any applicable Sanctions. Should payment for the goods be impeded, blocked, delayed, or prevented, for longer than three business days, by reason of Sanctions or their alleged applicability, the Buyer shall use its best endeavours to make payment by alternative lawful means that do not, directly or indirectly, violate any Sanctions, (insofar as they apply or are applied or implemented by banks, governments, or other lawfully-constituted authority whatsoever), unless any such payment problems are a result of Seller's violation of the Sanctions.

The parties will not cooperate with, agree to, or comply with any terms or requests, including documentary requests, which violate or are otherwise prohibited or penalized under the Anti-Boycott laws or regulations of the U.S.

Without prejudice to the foregoing, the parties agree to cooperate with each other's reasonable requests for information and/or documentary evidence to support and/or verify compliance with this clause.

17. Additional Provisions

Should one or more of these provisions be invalid, the validity of the remaining clauses shall not be affected thereby. In that case, a clause which comes closest to the contractual purpose shall take the place of the invalid provisions.