ENDURA

General Terms of Sales Agreement

The following general terms of sales agreements (the “General Terms”) shall apply to all agreements under which products are purchased from Endura Global Private Limited, a company incorporated under the Companies Act, 2013, regardless of whether such agreements are concluded orally, in writing, or digitally (including via e-mail confirmation). The General Terms shall not apply where the parties have expressly excluded their applicability in writing.

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1. Definitions

1.1. In these General Terms, the following definitions shall apply:
1.1.1. The “Buyer” is the legal or natural person who purchases the Goods from the Seller in accordance with these General Terms and the agreement reached between the Seller and the Buyer.
1.1.2. The “General Terms” shall mean these general terms of sales agreements.
1.1.3. The “Goods” shall mean the products (including precast accessories, lifting anchors, wire loop boxes, and associated hardware) sold by the Seller to the Buyer in accordance with the agreement reached between the Seller and the Buyer.
1.1.4. The “Seller” shall mean Endura Global Private Limited.

2. Object of the Agreement

The Seller undertakes to sell, and the Buyer undertakes to purchase the Goods indicated in the Order placed by the Buyer, on the conditions set out in these General Terms.

3. Purchase of the Goods

3.1. The Buyer shall submit an order request to the Seller either by e-mail or in another manner agreed between the parties, indicating at minimum the specifications of the Goods requested, the quantity, and the place of delivery. Based on the order request, the Seller shall submit an offer to the Buyer, which shall include the purchase price and the delivery term. Such offer shall remain valid for five (5) business days from the date of issuance, unless otherwise indicated by the Seller. An Order becomes binding on the parties once the Buyer confirms the Order to the Seller by e-mail or another agreed manner.
3.2. The Buyer shall examine the delivered Goods immediately upon receipt and notify the Seller in writing, without delay, of any deficiencies discovered or that should reasonably have been discovered upon due examination. Failure to notify the Seller in accordance with this clause shall bar the Buyer from relying on such deficiencies or bringing any claim against the Seller in respect thereof.
3.3. Ownership of the Goods shall pass from the Seller to the Buyer upon the Buyer’s completion of full payment of the purchase price for the Goods.

4. Delivery

4.1. In the absence of an express agreement on delivery terms, the Goods shall be delivered as follows: (a) where delivery is by sea transport, in accordance with FOB Incoterms® 2020; and (b) where any other mode of transport is used, in accordance with FCA Incoterms® 2020.
4.2. The delivery term shall be indicated by the Seller and confirmed by the Buyer in accordance with Section 3.1.
4.3. The Buyer shall bear all taxes, duties, and customs charges associated with the transportation of the Goods (regardless of the Incoterms® 2020 condition applied), unless otherwise agreed between the parties.
4.4. The risk of accidental loss of, or damage to, the Goods shall pass from the Seller to the Buyer in accordance with the agreed Incoterms® 2020 delivery condition. Where no such condition has been agreed, risk shall pass to the Buyer upon transfer of the Goods to the first carrier.

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5. Quality

5.1. The quality of the Goods shall correspond to the specifications confirmed in the Order and to the Seller's standard manufacturing and quality control practices applicable to the Goods.
5.2. Where the delivered Goods do not meet the quality requirements set out in Section 5.1, the Seller shall, at its own option, either (a) replace the non-conforming Goods within a reasonable period, or (b) refund the purchase price paid by the Buyer for the non-conforming Goods, except where the defect is insignificant, arises from the fault of the Buyer, or such remedy is impossible or otherwise excluded by law. The Buyer shall not be entitled to any other remedy against the Seller beyond replacement or refund as provided herein, unless the Seller fails to provide either remedy within a reasonable period (and neither remedy is impossible nor excluded by law), in which case the Buyer may pursue remedies under these General Terms.

6. Purchase Price

6.1. The purchase price of the Goods shall be as indicated by the Seller in accordance with its price list as amended from time to time. The purchase price for a particular lot of Goods shall be confirmed by the Seller in the offer issued under Section 3.1.
6.2. The Buyer shall pay for the Goods within five (5) business days of receipt of the corresponding invoice from the Seller unless a longer payment term is stated on the invoice.
6.3. The parties may agree that the Seller shall issue a pro forma invoice or an advance-payment invoice, and the Buyer shall complete payment under such invoice in accordance with these General Terms. Until due payment is received, the Seller shall not be obliged to perform any part of the Order. Where the Buyer delays payment of a preliminary invoice, all other terms of the agreement shall be delayed correspondingly; if such delay exceeds fourteen (14) days, the Seller shall be entitled to terminate the agreement unilaterally by written notice to the Buyer.

7. Liability

7.1. The Seller shall be liable for a breach of the agreement only where such breach results from the Seller’s intentional act or gross negligence. In no case shall the Seller be liable for a breach arising from the acts or omissions of the Seller’s own suppliers.
7.2. Where the Seller breaches an obligation under the agreement, it shall not be liable for indirect damage sustained by the Buyer, including loss of profit and purely economic loss, whether such damage arises directly or through third-party claims against the Buyer. The Seller’s liability in respect of any lot of Goods shall in any case be limited to 50% of the purchase price of that lot as indicated on the relevant invoice.
7.3. Where the Buyer delays payment for the Goods, it shall pay the Seller default interest of 0.1% of the outstanding sum per day of delay.

8. Force Majeure

Neither party shall be liable for failure to perform its obligations (other than payment obligations) under the agreement where such failure results from a force majeure event — that is, any event beyond the control, and without the fault or negligence, of the affected party, including but not

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limited to acts of God, expropriation or confiscation of facilities, acts of war, rebellion or sabotage, fire, flood, epidemic or communicable disease outbreak, explosion, riot, strike, unavoidable delay in delivery or transportation, terrorism, unavoidable casualty, or similar unforeseeable events. The affected party shall notify the other party without undue delay upon becoming aware of the force majeure event and shall use reasonable efforts to mitigate its effects.

9. Taxes and Statutory Compliance

9.1. The purchase price quoted by the Seller is exclusive of Goods and Services Tax (GST) and any other applicable duties, cesses, or statutory levies, unless expressly stated otherwise on the offer or invoice. Such taxes shall be charged in addition and borne by the Buyer at the rate applicable on the date of invoice.
9.2. The Seller's GSTIN and other statutory registration details shall be stated on each invoice. The Buyer shall provide accurate GSTIN and billing details to enable the Seller to comply with its obligations under the Central Goods and Services Tax Act, 2017 and corresponding State/ Integrated GST legislation, including for the purposes of the Buyer's input tax credit.
9.3. Each party shall comply with all applicable laws, including anti-bribery, export control, and customs regulations, in connection with the performance of the agreement.

10. Governing Law and Jurisdiction

These General Terms, and any agreement entered into pursuant to them, shall be governed by and construed in accordance with the laws of India. Subject to Section 11 (Dispute Resolution), the courts at Mohali, Punjab shall have exclusive jurisdiction over any matter arising out of or in connection with these General Terms.

11. Dispute Resolution

11.1. The parties shall first attempt in good faith to resolve any dispute arising out of or in connection with these General Terms through mutual negotiation within thirty (30) days of written notice of the dispute by either party.
11.2. Failing amicable resolution, the dispute shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (as amended), by a sole arbitrator appointed by mutual agreement of the parties, or failing such agreement, in accordance with the said Act. The seat and venue of arbitration shall be Mohali, Punjab, and the language of arbitration shall be English. The arbitral award shall be final and binding on the parties.

12. Notices

All notices required or permitted under these General Terms shall be in writing and delivered by e-mail (with confirmation of receipt) or by registered post / courier to the address of the recipient last notified to the other party. Notices shall be deemed received: if by e-mail, on the next business day; if by registered post or courier, on actual delivery as evidenced by the delivery record.

13. Assignment

Neither party shall assign, transfer, or subcontract any of its rights or obligations under these

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General Terms without the prior written consent of the other party, except that the Seller may assign its right to receive payment without the Buyer's consent.

14. Severability

If any provision of these General Terms is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be severed and the remaining provisions shall continue in full force and effect, and the parties shall negotiate in good faith to replace the severed provision with a valid provision of similar commercial effect.

15. Entire Agreement, Amendment and Waiver

15.1. These General Terms, together with the applicable Order and invoice, constitute the entire agreement between the parties in respect of the sale and purchase of the Goods, and supersede all prior discussions, negotiations, and agreements, whether oral or written on the same subject matter.
15.2. No amendment or modification of these General Terms shall be effective unless made in writing and signed by authorised representatives of both parties.
15.3. No failure or delay by either party in exercising any right under these General Terms shall operate as a waiver of that right, nor shall any single or partial exercise of a right preclude any other or further exercise of that or any other right.

16. Storage Instructions

16.1. Upon delivery, the Buyer shall store the Goods in a dry, covered, and well-ventilated area, protected from direct exposure to rain, moisture, extreme temperatures, and corrosive substances. The Goods shall be stored on stable racking or pallets, off the ground, and segregated by type and grade to prevent mix-up or damage. Components shall not be stacked in a manner likely to cause deformation, denting, or damage to load-bearing parts.
16.2. Where the Seller provides specific storage or handling instructions for particular Goods (whether on the packaging, in a datasheet, or otherwise in writing), the Buyer shall follow such instructions in addition to the general requirements of Section 16.1.
16.3. The Seller shall not be liable for any deterioration, corrosion, or damage to the Goods arising from improper storage or handling by the Buyer after delivery, and any such damage shall not be treated as a quality defect under Section 5.

Let us work together to build safe, reliable, and enduring structures.

Endura Global Private Limited | India | Email info@endura.ee | www.endura.ee

For and on behalf of Endura Global Private Limited:

Virat

Virat Arya

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