

## GENERAL TERMS AND CONDITIONS OF SALE

### 1. **Applicability**

All sale of Products (*defined hereinafter*) and related services by The Printers House Private Limited and/or TPH Orient Print & Pack Private Limited, doing business under their brands 'The Printers House' and/ or 'Orient' or any other brand/ trademark associated with The Printers House Private Limited, TPH Orient Print & Pack Private Limited, or their affiliates (individually and collectively, "**TPH**"), are subject to the following Terms and Conditions of Sale. These Terms and Conditions of Sale apply to and form part of all quotations, offers, purchase orders, proforma invoices, invoices, sales orders for sale of Products and acceptance of orders by TPH, and contracts issued by or accepted by TPH. Any conflicting terms proposed by the buyer in any contract/ purchase orders or other documents are expressly rejected and these Terms and Conditions of Sale shall prevail unless agreed otherwise in writing by TPH. All other terms and conditions, whether expressly stipulated by the buyer or implied by trade custom, course of dealing or otherwise are excluded. By placing an order, accepting delivery, or otherwise authorizing TPH to supply Products or services, whether orally or in writing, the buyer confirms acceptance of these Terms and Conditions of Sale. TPH reserves the right to modify, amend or revise these Terms and Conditions of Sale at any time without prior intimation to the buyer and continued use of the Products and services following any changes constitutes acceptance of the revised terms. Updated Terms and Conditions of Sale will apply to all ongoing and future transactions, provided they do not materially alter the performance of previously delivered Products. In case the parties agree on any special conditions, the same shall be in writing and the same shall be specifically referred to form a part of the said contract/ purchase order.

### 2. **Products**

Equipment/ Products shall mean such equipment/ Products as mentioned on the face of the invoice/ purchase order. TPH sells the following equipment/ Products:

- (a) Flexo printing machines;
- (b) Digital printing machines; and
- (c) Offset printing machines

(each of the aforesaid equipment/ product is hereinafter referred to as "**Product(s)**").

### 3. **Prices and Payment terms**

- (a) All prices are in the currency as quoted in the purchase order/ contract. The prices shall be exclusive of all taxes, duties, levies etc., imposed/ revised by the Central or State Government from time to time and shall be charged, as applicable at the time of supply and such taxes, duties, levies, etc. shall be borne by the buyer, unless otherwise agreed in writing. In case more than one buyer is mentioned in the contract/ purchase order, any payment obligation or liability thereunder shall be joint and several of the buyers. The buyer is not entitled to set-off or suspend payments.
- (b) Prices of the Products quoted by TPH are valid for a period of 30 (thirty) days.
- (c) At the time of placement of order for the Products, the buyer shall pay 50% (fifty percent) advance of the purchase price along with the applicable Goods and Service Tax (GST). The balance 50% (fifty percent) payment along with GST shall be made

on or prior to dispatch of the Products from the TPH's plant of manufacture at Ballabgarh through the banking channels as specified in the invoice raised by TPH.

#### **4. Transportation and Insurance**

Transportation costs including freight charges, handling fees and any shipping related expenses shall be borne by the buyer. Further, the buyer shall be responsible for octroi levied, if any. Transportation costs and octroi shall be excluded from the purchase price of the Products.

The buyer shall be responsible for obtaining suitable insurance from the warehouse of TPH in Ballabgarh to buyer's premises i.e. door to door insurance covering all risks during loading, transit, unloading, installation and personal injury during the entire period from dismantling to installation of the Products for 110% (one hundred and ten percent) of value of the Products, including erection insurance. The buyer shall provide TPH with documentary evidence of the insurance procured at least 30 (thirty) days before the dispatch of the Products. Failure by the buyer to provide such evidence within the specified timeframe may result in a delay in the dispatch of the Products. TPH shall not be held liable for any delays, damages, or losses arising out of or in connection with such delay caused by the buyer's failure to provide the required insurance documentation in a timely manner.

#### **5. Dispatch of the Products**

(a) Subject to the full payment of the purchase price of the Products and compliance of these Terms and Conditions of Sale, the Products shall be ready for delivering to the buyer within 4 (four) months from the date of advance received. Unless specified otherwise in TPH's written quotation/ contract/ purchase order, the price quoted of the Products is Ex Works (EXW) – TPH's plant of manufacture at Ballabgarh which means that buyer shall collect the products from TPH's plant of manufacture at Ballabgarh and the buyer shall be solely responsible for collection, loading, shipment and insurance for the Products. The buyer shall exercise reasonable care to select the mode of shipment and carrier. Estimated delivery dates will be communicated after the payment of advance of the purchase price along with GST. All delivery dates are only estimates and TPH will use reasonable endeavours to meet the dispatch period, however, in case TPH is unable to dispatch the Products within the said period, it shall not be liable for any damage resulting in late delivery. TPH is not bound by any delivery terms, whether final or not, that cannot be met because of circumstances beyond TPH's control or if the parties have agreed on a change in the contents and scope of the contract/ purchase order. If a term or delivery date is likely to be exceeded, the parties will consult as soon as possible. If there is delay or any issue attributable to the buyer over the agreed dispatch schedule, the consequences mentioned in Clause 8 shall be applicable. The buyer acknowledges and agrees that it is solely responsible for ensuring the safe and proper handling, loading, and transportation of the Products from TPH's plant of manufacture at Ballabgarh.

(b) Risk and title:

Title of the Products shall be transferred from TPH to the buyer upon the price and other costs, charges etc. corresponding to the Products, having been fully paid by the buyer and received by TPH. The risk of loss or damage to the Products and their packaging shall pass to the buyer immediately upon the handover of the Products and collection of the Products from TPH's plant of manufacture at Ballabgarh.

#### **6. Erection, installation and maintenance**

- (a) The installation/ commissioning of the Products will be done by TPH's trained engineers. However, lodging, boarding and local conveyance/ expenses of such engineers, technicians etc. are to be borne by the buyer. Further, the cost of unskilled labour, raw material for cleaning, lifting, tackle, all foundation and masonry work and providing suitable power connection up to the control panel, paper reels and plates for trials etc. shall be provided by the buyer.
- (b) The buyer shall fulfil all statutory and health and safety requirements for erecting and operating the Products at the place of installation, including erection insurance. TPH shall not be liable for any claims or damages made by the buyer arising from the erection/ operation/ performance of the Products irrespective of the legal grounds upon which claims are based. The buyer shall ensure that the installation area at the buyer's site is in accordance with the environmental requirements and TPH's equipment siting requirements and defaults in this regard shall be at buyer's risk and responsibility. If any special lifting or other tackle is required in the course of delivery or installation, as the case may be, the buyer shall ensure that it is made available at the time of delivery/ installation of the Product. TPH reserves the right to charge additionally for such delivery/ installation in exceptional circumstances. Site where the Product will be installed must fulfil below mention criteria as mentioned in operation and maintenance manual: (i) easy access; (ii) uniform floor with free access on all four sides of the Product as per TPH's specification; (iii) the Product should not be exposed to direct sunlight or other heat sources or hot room temperature; (iv) good ventilation – a dust/ smoke/ chemical fumes free atmosphere is necessary for optimal performance of the Product; (v) sufficient workspace for engineer to work on the Product.
- (c) The buyer shall at all times comply with the operation and maintenance manual which is published on the website of TPH at [www.tphorient.com](http://www.tphorient.com). TPH shall not be liable for any claims by the buyer in case of non-compliance with the operation and maintenance manual. It is emphasized that any warranty claim on the equipment/ parts of the Products shall be invalid if there is a failure to comply with the operation and maintenance manual.
- (d) The buyer agrees to provide full remote access to TPH through the internet to the Products for continued servicing of the Products. In the event that post the warranty period, the buyer is unable to connect the Product to the internet, TPH has the right to inspect the Product at any time and gather any data required. TPH has the right to collect any data through remote internet access of any Product supplied to the buyer and in the event, this is infringed, TPH has the right to inspect the Product and gather any data required.

## 7. Warranty

- (a) The warranty applicable to the equipment and parts of the Products shall be solely as set out in the Warranty Statement (*as defined in Schedule I*) contained in Schedule I of these Terms and Conditions of Sale. This limited warranty expressly excludes any warranty or guarantee of performance, efficiency, output, or suitability of the Products for any particular purpose. Unless expressly agreed to in writing by TPH, TPH makes no other warranties whatsoever, whether express or implied, with respect to the Products. Without limiting the generality of the foregoing, TPH specifically disclaims any and all implied warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, use, or application.
- (b) The provisions of this section shall survive the expiration of the Term of Product Warranty (*as defined in Schedule I*) and remain binding on the buyer.

## **8. Changes, delays and cancellation**

(a) No changes:

No changes to the purchase order/ contract or these Terms and Conditions of Sale shall be binding without TPH's written consent. TPH reserves the right, without obtaining the buyer's approval, to modify or discontinue the design and specifications of the Products sold by TPH, which changes do not affect the performance of the Product sold.

(b) Delay:

In case there is delay in collection or acceptance of delivery by the buyer for any reasons attributable to the buyer, the buyer shall be liable to make 100% (one hundred percent) payment on the due date and TPH may charge for associated costs such as demurrage, handling, storage and warehousing charges for the delay period. TPH reserves the right to charge interest and damages on any outstanding balance which has not been received by TPH by the date due until such outstanding payments, including accrued interest, have been paid in full. Further, the buyer shall bear the risk of loss or damage during storage of the Products and the buyer shall also be liable to pay to TPH all the damages, costs, expenses and other liabilities which may be incurred by TPH. TPH may also require the buyer to provide additional security for the fulfilment of its obligations under the contract/ purchase order. In the event the delay in payment is beyond 45 (forty-five) days, TPH shall have a right to cancel the contract/ purchase order and recover total monies from the buyer.

(c) Cancellation:

In case the buyer cancels the order, or fails to make full payment for the Products in accordance with the agreed payment terms or informs that it does want to purchase the Product or TPH cancels the contract/ purchase order in accordance with Clause 8(b), the full consideration for the Products shall become immediately due and payable and the buyer shall pay to TPH all the damages, costs, losses, expenses including but not limited to manufacturing, storage, administrative costs and for restocking the Products and other liabilities which may be incurred or suffered by TPH. TPH shall have the right to forfeit the full advance received and any security deposit, recover the balance consideration, liquidated damages, costs, expenses, demurrage, handling, storage and warehousing charges and other liabilities and shall not be responsible to deliver the Products. The buyer shall also be liable to pay interest at the rate of 2.5% (two-point five percent) per month on the full purchase price from the due date until full consideration along with other payments, including accrued interest, have been paid in full.

## **9. After sale service and supply of spares and consumables**

(a) TPH maintains prompt 'after sale service' upon request of the buyer after the Term of Product Warranty as per the terms and conditions including applicable service charges agreed between the parties.

(b) In the event (i) spare parts (*in case of all Products*) and/or (ii) ink (*in case of Orient jet digital inkjet Products*) are used in the Products, as applicable, which are not supplied by TPH, TPH reserves the right to cancel warranties and will be unable to service the Products.

- (c) Further, TPH reserves the right to revise and alter, at its sole discretion, the prices of ink in case of digital printing machine deliveries. Any such price adjustments shall be effective upon written notice to the buyer and shall apply to all undelivered orders and future supplies.

## 10. Intellectual property

- (a) All intellectual property rights, including but not limited to patents, copyrights, trademarks, designs, trade secrets, know-how, and any other proprietary rights, in and to the Products, the mechanical and structural components of the Products including consumables, the specially coded ink formulated for use in its Orient jet digital machines, software, firmware, documentation, designs, and any accompanying or embedded technology, documentation, reports, quotations as well as preparatory materials and all intellectual property rights inherent therein in relation to the Products (collectively, the “**Printer Products**”) shall remain the sole and exclusive property of TPH or its licensors.
- (b) The buyer is granted a limited, non-exclusive, non-transferable, non-sublicensable license to use the Printer Products solely for its business purposes and in accordance with the accompanying user documentation and terms of sale.
- (c) Nothing herein shall be construed as transferring, assigning, or granting any rights, title, or interest in or to any intellectual property of TPH, whether by implication, estoppel, or otherwise.
- (d) The buyer shall not, directly or indirectly, reverse engineer, decompile, disassemble, copy, modify, translate, or create derivative works of any part of the Printer Products, except as expressly permitted by law or with the prior written consent of TPH.

## 11. Digital Ink – Applicable only for digital printing machines

- (a) Purchase of digital ink
  - (i) The buyer specifically agrees to use only the specially coded ink supplied directly by TPH during the operation of the Orient jet digital inkjet Products and in this regard the buyer shall purchase all ink and related consumables required for the operation of the digital inkjet Products from TPH only and from no other source whatsoever.
  - (ii) In this regard, TPH shall have the right, upon reasonable notice, to inspect the Products or audit ink usage records to ensure compliance with these Terms and Conditions of Sale.
- (b) Restrictions on use of Unauthorized Ink
  - (i) In the event the buyer uses any ink not supplied by TPH (“**Unauthorized Ink**”), the buyer acknowledges that: (X) the Product will not function as intended, and (Y) the performance of the Product may be adversely affected, as the specially coded ink is uniquely formulated to work with TPH’s Orient jet digital technology.
  - (ii) Disclaimer of liability: TPH expressly disclaims any and all liability arising from or related to the use of Unauthorized Ink. The buyer shall indemnify, defend, and hold harmless TPH, its affiliates, officers, employees, and agents

from and against any and all claims, damages, losses, costs, expenses, and liabilities (*including attorney fees*) resulting from or related to such use.

(c) Effect on warranties and remedies

- (i) Breach and warranty nullification: The use of Unauthorized Ink shall constitute a material breach of these Terms and Conditions of Sale, and/or any applicable contract/ purchase order. Upon such breach: (X) all warranties, whether express, implied, or statutory, provided by TPH with respect to the Products shall be deemed immediately null and void; and (Y) TPH shall not be liable for any failure, malfunction, or damage to the Product arising directly or indirectly from the use of Unauthorized Ink.
- (ii) Cessation of support services: Upon TPH detecting or being notified of the buyer's use of Unauthorized Ink, TPH reserves the unequivocal right to immediately discontinue all maintenance services, technical support, the provision of spare parts, and any other ancillary services associated with the affected Products. Such cessation shall occur without notice and without any liability on the part of TPH.

(d) Enforcement and legal remedies

- (i) Enforcement of rights: TPH reserves the right to pursue any and all legal remedies available under applicable law, including but not limited to injunctive relief and claims for damages, in the event of unauthorized use, infringement, or misappropriation of its proprietary ink formulations or related intellectual property.
- (ii) Penalty for Unauthorized use: Any unauthorized use of the specially coded ink, including any attempt to replicate, reverse engineer, or tamper with the ink's proprietary formulation or the Product's programming, shall entitle TPH to: (X) demand the immediate return of the Product; and (Y) recover from the buyer liquidated damages.

(e) Prohibited conduct

- (i) Reverse engineering and duplication: The buyer acknowledges that the Orient jet ink delivery system and its specially coded inks and associated software/programs were developed by TPH through substantial investment of time, resources, and capital. Accordingly, the buyer shall not: (X) reverse engineer, disassemble, decompile, or otherwise attempt to derive the composition, structure, or formulation of the coded inks or any proprietary software; (Y) copy, reproduce, or duplicate the coded inks, software, or any part of the Products; (Z) draw, document, or replicate any design or component of the Products; or (AA) permit or assist any third party in undertaking any of the above.
- (ii) Penalties for Breach: Any violation of this clause shall constitute a material breach of contract and entitle TPH to legal recourse, including, but not limited to, recovery of the Product and imposition of liquidated damages.

(f) Third party violations and buyer's duty to notify

- (i) Duty to report unauthorized activities: If the buyer becomes aware of any third party engaging in the reverse engineering, manufacture, distribution, or sale of

generic or imitation inks formulated to replicate TPH's specially coded ink, the buyer shall promptly notify TPH in writing and provide all relevant details and supporting evidence.

- (ii) Consequences of non-compliance: Failure to notify TPH of such third party violations in a timely manner shall be considered a material breach of these Terms and Conditions of Sale.

## 12. Limitation of liability and indemnity

- (a) Notwithstanding anything contained herein or any contract/purchase order or otherwise:
  - (i) TPH shall not be liable for any consequential or incidental damages of any kind to the maximum extent permitted by applicable law, TPH hereby shall have no responsibility or liability whatsoever for death, damage or injury to persons or property or for other loss or injury resulting from any cause whatsoever arising out of or related to any of its Products, including, without limitation, any defect in any Product or from use or installation of any Product. TPH, to the maximum extent permitted by applicable law, under no circumstances shall be liable to the buyer, or to any third party claiming through or under the buyer, for any lost profits, loss of use, loss of production and loss of revenues are hereby specifically, and without limitation, excluded to the maximum extent permitted by applicable law or equipment downtime, service issues or plant shutdowns, raw material, energy, utility, labour or capital losses or costs or for any incidental, consequential or special damages of any kind, howsoever arising, related to the Products, even if TPH has been advised of or reasonably could have foreseen the possibility of such damages. This limitation on damages is intended to have the broadest possible application and is intended to apply to all disputes between the buyer and TPH that are directly or indirectly related to the contract/ purchase order between TPH and the buyer and/or the Products supplied or to be supplied to the buyer by TPH, regardless of whether or not the Products are actually manufactured and/or shipped to the buyer;
  - (ii) TPH shall not be liable for any delay in supply chain which is beyond the control of TPH including but not limited to natural disasters, logistical issues, government regulations, etc.;
  - (iii) TPH is not responsible for performance of the Products and TPH shall not be liable for any claims or damages or losses arising from operation/ performance of the Products post-dispatch from TPH's plant of manufacture at Ballabgarh. Any representations in the specifications stated in the quotation/ contract/ brochure/ purchase order including speed and substrate range - are solely indicative of the Product's maximum hypothetical potential under ideal conditions and do not guarantee actual performance. Actual performance may vary due to various factors such as operator skill, job nature, environmental conditions, substrate quality and maintenance practices. No express or implied warranty is provided with respect to these specifications and TPH disclaims any liability for discrepancies arising therefrom and shall not be held liable for any losses arising from the same.

The buyer acknowledges that the foregoing limitations on liability are an essential element of these Terms and Conditions of Sale and that in the absence of such limitations, the purchase price of the Products would be substantially different.

- (b) The buyer acknowledges and agrees that it has independently assessed and satisfied itself as to the suitability of the Products for its specific operational requirements and intended use. The buyer further agrees that, except for claims made under the Warranty Statement relating to equipment and parts as set forth in Schedule I of these Terms and Conditions of Sale, it shall not assert any claim, whether in contract, tort, or otherwise, against TPH in relation to the performance, fitness for purpose, or suitability of the Products.
- (c) The buyer agrees to indemnify and keep indemnified, defend and hold harmless, TPH and its affiliates and their directors, officers, agents and employees (“**Indemnified Party**”) for any and all direct and indirect losses, liabilities, fines, costs, claim, action, diminution in value, and damages (*whether or not resulting from third party claims*), including interest and penalties with respect thereto and reasonable out-of-pocket expenses, including attorneys’ and accountants’ fees (“**Loss**”) caused to or suffered by or may be caused to or may be suffered by the Indemnified Party, on account of, or as a result of, or in connection with, all or any of the following matters: (i) buyer’s non-performance or breach of any of the terms mentioned in quotations, contracts, purchase orders, including these Terms and Conditions of Sale, (ii) violation of any applicable law, (iii) any other act on the part of the buyer or its agents or third parties. Each indemnity is a continuing obligation, separate and independent from the other obligations of the buyer and survives termination of quotations, offers to sell, proposals, acknowledgments, contracts, purchase orders, proforma invoices, invoices, sale orders for sale of Products and acceptances of orders by TPH including these Terms and Conditions of Sale. These indemnification rights of TPH are independent of, and in addition to, such other rights and remedies that TPH may have under law or in equity or otherwise, including the right to seek specific performance, rescission, restitution, or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

### 13. **Governing law and jurisdiction**

Subject to Clause 14 (Dispute resolution), any claim or dispute arising under or in connection with these Terms and Conditions of Sale shall be brought exclusively in the courts of Delhi, India and shall be governed by Indian Laws. This clause shall override any purchase order/ contract or any document which mentions some other governing law and jurisdiction, unless an amendment is carried to that effect in a separate written agreement duly signed by both TPH and the buyer, and mere signing of purchase order/ contract having overriding clause will not affect these Terms and Conditions of Sale.

### 14. **Dispute resolution**

If any dispute arises in connection with the contract/ purchase order between TPH and the buyer, such dispute shall be first settled through friendly negotiations between TPH and the buyer or the executives nominated by TPH and the buyer. In the event a dispute has arisen then, any disputing party may serve a notice to the other party setting out in reasonable detail the dispute within 7 (seven) days after being aware of the dispute. In case the dispute cannot be resolved within 30 (thirty) days of either party giving notice to initiate the discussions, as applicable, the dispute shall be settled by arbitration in accordance with the rules of the India International Arbitration Centre (“**IIAC**”) in force at the time of commencement of the arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed in accordance with the said rules. The venue and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English. The costs of arbitration, including but not limited to the fees and expenses of the arbitrators and any administrative fees of the IIAC, shall be borne by the losing party. The award made in pursuance thereof shall be binding on the parties.

**15. Force majeure**

TPH shall not be held responsible for any delay in delivery or non-delivery of the Products or failure in performance of any part of its obligations to the buyer, to the extent that such delay/ non-delivery or failure is caused by events like act of God/ nature such as (but not limited to) fire, flood, explosion, lightning, earth-quake, acid rain, hurricane, cyclone, volcanic eruptions, landslides and other natural calamities, epidemic, pandemic, war, riots, strikes, lockouts, warlike conditions, embargo, government requirement, civil or military authority, actions of third parties, supplier and other unforeseeable or unavoidable events beyond TPH's control.

**16. Consent to use of data**

- (a) The buyer consents to TPH for collecting, using, and processing personal and non-personal data provided by the buyer for the purposes of fulfilling obligations under the contract/ purchase order. TPH may use such data for the following purposes:
  - (i) Processing orders and delivering Products.
  - (ii) Communicating with the buyer regarding the Products and services.
  - (iii) Managing and administering the relationship between TPH and the buyer.
  - (iv) Improving Products and services offered by TPH.
  - (v) The buyer acknowledges that TPH may transfer personal data to its affiliates, agents, and service providers, as necessary, to fulfil the purposes stated above. TPH shall take appropriate measures to safeguard the confidentiality and security of the buyer's data.

This consent to use data shall remain valid during the term of the contract/ purchase order and for a reasonable period thereafter as necessary to fulfil the purposes for which the data was collected, unless otherwise required by law or agreed upon by both TPH and the buyer in writing.

**17. Severability**

If any provision or portion of a provision of the contract/ purchase order including these Terms and Conditions of Sale is determined to be invalid under any applicable law, it shall be deemed omitted, and the remaining provisions and partial provisions hereof shall continue in full force and effect.

- 18. Security Interest:** TPH reserves a purchase money security interest in all Products delivered until TPH receives the full purchase price. The buyer agrees to execute any documents at TPH's request with respect to creation and perfection of a security interest in the Products sold.

## **SCHEDULE I**

### **LIMITED WARRANTY STATEMENT**

#### **1. APPLICABILITY**

This LIMITED WARRANTY STATEMENT (hereinafter referred to as the “**Warranty Statement**”) applies to equipment and parts of the Products sold by TPH.

Subject to other terms and conditions mentioned in the General Terms and Conditions of Sale and this Warranty Statement, TPH warrants that equipment and parts of the Products shall be free from manufacturing defects in material and workmanship under normal use and when properly installed, adjusted, operated and maintained as per TPH’s proposal and/ or the applicable technical manuals, for a period of 1 (one) year from the date of delivery of the Product and collection by the buyer from TPH’s plant of manufacture at Ballabhgarh (hereinafter referred to as “**Term of Product Warranty**”).

It is clarified that no warranty is provided by TPH, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, use, or application. Notwithstanding anything contained herein or any contract/ purchase order or otherwise, it is hereby agreed that TPH shall not be liable to the buyer for any matters, including defects in material and workmanship, if any component of the Products is provided by the buyer itself.

This Warranty Statement is a part of the General Terms and Conditions of Sale which forms an integral part of all quotations, offers to sell, proposals, acknowledgments, contracts, purchase orders, proforma invoices, invoices, sale orders for sale of Products and acceptances of orders by TPH. Notwithstanding anything contained herein, in case of any conflicting terms and conditions set forth in any contract/ purchase order or similar communication submitted to TPH by the buyer, the terms and conditions set forth in this Warranty Statement and these General Terms and Conditions of Sale, will prevail. TPH reserves the right to amend the terms of this Warranty Statement without any prior intimation and such amendment shall be deemed to be incorporated herein and shall be accepted by the buyer till such amendments do not affect the performance of the Products sold.

#### **2. LIMITED AND CONDITIONAL EQUIPMENT/ PARTS WARRANTY**

Notwithstanding anything contained herein, no performance warranty of the Products, whether express or implied, is provided by TPH. If during the Term of Product Warranty, the equipment and parts of the Products is/ are found to be having manufacturing defects, then TPH will, at its sole and absolute discretion either:

- (a) repair the defective equipment and parts of the Products; or
- (b) replace such defective equipment and parts of the Products with similar equipment/ parts.

This warranty is subject to the exclusions and limitations as mentioned in this Warranty Statement.

#### **3. WARRANTY EXCLUSIONS AND LIMITATIONS**

The warranty shall not apply to or becomes void for any Products which have been subjected to misuse, abuse, neglect, alteration, disassembly, any internal changes, improper installation, removal from its original installation, re-installation and/or application including improper wiring, non-observance of TPH’s installation or maintenance instructions, repair or

modifications by third party other than a TPH approved technician, use of improper/ non-authorized consumables, not using qualified and skilled labour, failures due to power surges or surrounding equipment, improper connections resulting in hazardous reverse current or other events outside TPH's control, accidental breakage, extreme thermal or environmental conditions or rapid changes in such conditions. Without prejudice to the generality of the aforesaid statement,

- (a) The warranty under this Warranty Statement shall apply only to those equipment and parts of the Products against which 100% (one hundred percent) payment is made by the buyer to TPH.
- (b) Warranty shall not include components made of rubber, plastic, metal, and electrical equipment and other parts/ components/ mechanical items subjected to normal wear and tear.
- (c) Unless caused by TPH, Product damaged by overloading, abuse (*including any use in excess of TPH's specifications as stated in the contract/ purchase order/ brochure or the intended purpose of the Product*) exposure to corrosive or abrasive substances of abnormal dampness or other misuse, neglect or accident shall not be subject to the warranty set forth above.
- (d) The warranty does not apply to any equipment and parts of the Product (i) which has been improperly installed, adjusted, operated, and maintained repaired or altered by unauthorized persons; (ii) which is used, stored, transported and handled in a negligent manner; (iii) which is used in combination or connection with other equipment, attachments or supplies not approved by TPH in writing; (iv) the installation and operation of which does not conform with TPH equipment siting, power and environmental requirements.
- (e) The warranty does not apply to any equipment and parts of the Product if the buyer, within the Term of Product Warranty, sells or otherwise parts with possession of the Product; or
- (f) For a warranty claim to be valid, the warranty card of the respective Products bearing the date of manufacturing/ purchase must be fully legible, the warranty seal undamaged and the end buyer invoice must be available.
- (g) This warranty does not cover any costs associated with on-site labour and any costs associated with the installation, removal, reinstallation, shipping or transportation of the Products or any components or any and all other costs of return or re-shipment of Products.
- (h) This warranty does not cover any failure in the site preparation, mounting, wiring or any other necessary infrastructure related to the Products.
- (i) The warranty is not available for acts occurred as a result of force majeure events like acts of God/ nature such as (but not limited to) lighting, explosion, earth-quake, fire, flood, acid rain, hurricane, cyclone, volcanic eruptions, landslides and other natural calamities, epidemic, pandemic, war, riots, strikes, lockouts, warlike conditions, embargo, government requirement, civil or military authority, actions of third parties and other unforeseeable or unavoidable events that are not caused by or attributable to TPH. In such cases, performance by TPH of this Warranty Statement shall be suspended or avoided, without any liability whatsoever.

- (j) This warranty does not apply to any deterioration in appearance due to naturally occurred scratches, stains, mechanical wear, rust, mold, degradation, discolouring, and other alteration that occurred after shipment from TPH's plant of manufacture at Ballabgarh.
- (k) The warranty provided herein does not cover damage, malfunctions or failures of the Products or any of its part or equipment caused by:
  - (i) Defects and/or failures caused by devices and/or parts other than the Products; or
  - (ii) Any damages caused by abrasion, artificial damage; or
  - (iii) Any local mechanic or electrician tampers with the Product without TPH's written permission; or
  - (iv) Defects and/or failures caused by removal from the original place of installation or reinstallation at an alternate location; or
  - (v) Exposure to voltage in excess to the maximum system voltage at the lowest temperature of the place or power surges; or
  - (vi) Negligent maintenance or non-performance of the periodic function checks of the system; or
  - (vii) Third party software integration or updates not provided by TPH; or
  - (viii) Issues with network setup, cables, routers, or Wi-Fi that affect Product performance; or
  - (ix) Damage due to incorrect loading of media, paper jams, or using inappropriate media types; or
  - (x) Wilful misconduct or negligence or other improper acts or omissions of the buyer, its employees, agents or other third parties; or
  - (xi) Non-provision of electrical service conforming to applicable electrical codes, including a dedicated line for power supply and appropriate polarization and grounding in accordance with TPH's specifications.
- (l) Parts having manufacturing defects must be sent by the buyer at his own cost to TPH's plant of manufacture at Ballabgarh for examination. Its eventual replacement or repair would be made ex-factory TPH's plant of manufacture at Ballabgarh. If the equipment and parts of the Products is to be repaired at the premises of the buyer, the buyer shall pay necessary charges covering travel related costs for TPH's service personnel. Such repair or replacement shall be at the sole discretion of TPH. TPH has a right to inspect any claimed defect prior to replacement. Repair or replacement of equipment and parts of the Products shall be performed free of charge only and only if the equipment and parts of the Products is/are found to have manufacturing defect and other terms and conditions of the Warranty Statement have been complied with. The travel, shipping, and living costs during the Term of Product Warranty are payable or to be payable or to be arranged by the buyer in advance.
- (m) After replacement, the replaced parts shall become the sole and exclusive property of TPH.

- (n) In case of replaced equipment/ part of the Products, the warranty shall be available only for the remaining term of original Term of Product Warranty.
- (o) The operation and maintenance of the Products requires great degree of care and skills, it should only be performed by a qualified and licensed professional appointed by the buyer.
- (p) Repair and replacement of the equipment and parts of the Products on TPH's discretion shall be TPH's sole and exclusive obligations and buyer's sole and exclusive remedies under this Warranty Statement. TPH hereby disclaims any other responsibility or liability, the buyer waives all his legal rights upon accepting any of the remedies provided under this Warranty Statement.
- (q) All warranty claims (*with proof of defect*) must be received within the Term of Product Warranty for the warranty to be effective. Any claim that accrued within the relevant Term of Product Warranty but brought even a single day after the expiry of the Term of Product Warranty shall not be entertained by TPH and buyer thereby discharges TPH unconditionally against any claims of whatsoever nature with respect to the Products covered under this Warranty Statement.
- (r) Regarding auxiliary equipment, TPH, in each specific case gives to the buyer the same guarantee which TPH in turn has received from its suppliers concerning the auxiliary equipment.
- (s) It is expressly agreed that TPH, in case of defective Product, parts thereof or auxiliary equipment, shall not be liable for loss of profits or for indirect or consequential damages or failure of the Product to comply with any central, state or local laws/ regulations, etc.
- (t) In no circumstances shall TPH be liable to the buyer, in contract, tort, negligence or otherwise, for any incidental or consequential loss including, without limitation, any loss of profit, business, revenue, goodwill or anticipated savings or for any special, exemplary or consequential damages or other financial loss whatsoever arising out of or in connection with the contract or the supply of the goods or services or their use or resale (*if applicable*) by the buyer.
- (u) The buyer shall at all times strictly adhere to the with the operation and maintenance manual, as made available by TPH on its website at [www.tphorient.com](http://www.tphorient.com). In the event the buyer fails to fully comply with any instructions, guidelines, or requirements set forth in the operation and maintenance manual, all warranties provided by TPH with respect to the Products shall be rendered null and void. Under no circumstances shall the buyer be entitled to make any warranty claim for the Products arising from, or in connection with, such non-compliance of the operation and maintenance manual. The buyer further agrees that it is solely responsible for regularly reviewing the operation and maintenance manual for updates or revisions as posted on the aforementioned website.
- (v) The warranty provided for the Products shall be strictly limited to cases where only genuine spare parts and consumables supplied or approved by the TPH, are used. The use of any non-TPH or unauthorized spare parts and consumables in the Product shall immediately void all warranties, and neither TPH shall be liable for any defects, failures, or damages arising from or related to the use of such spare parts and consumables not belonging to TPH.

- (w) The buyer expressly acknowledges that for warranty or other trouble-shooting purposes, sufficient specialists may not be available locally, which may require TPH to send its specialists to the buyer's site to investigate the specific problem and/or supervise, assist or perform necessary trouble-shooting efforts.
- (x) The buyer further agrees that neither the absence of an available engineer nor any deviation from the anticipated print performance of the Product shall constitute a breach of warranty. Accordingly, any warranties - whether express, implied, or statutory concerning the continuous availability of engineering support or guaranteed print performance shall be deemed null and void with respect to these specific issues, both during the Term of Product Warranty and thereafter.
- (y) TPH's liability does not cover any aspect related to conversion of material, surface finish, adhesion, performance and appearance of the Product.

In addition to the aforesaid exclusions, in case of Offset printing machines, the aforesaid warranty shall also not apply in the following cases:

- (a) Misregistration or slur due to improper blanket or plate installation;
- (b) Exclusions for wear on blanket cylinders, grippers, bearings, and rollers;
- (c) Ink/ water balance problems caused by non-standard or third party ink and dampening solutions;
- (d) Paper feed issues caused by use of non-compatible or excessively absorbent substrates;
- (e) Quality/ output issues linked to third party plate setters or CTP systems.

In addition to the aforesaid exclusions, in case of Flexo printing machines, the aforesaid warranty shall also not apply in the following cases:

- (a) Pneumatic parts damaged due to water contamination in the air supply, damage due to pests, water condensation, corrosion, damage and wear to any and all rollers including anilox rollers, doctor blades, sleeves due to cleaning chemicals or abrasives and damage to the water circulation system and chiller caused due to non-usage of anti-corrosive agents or glycol is not covered under the warranty;
- (b) Wear of plate cylinders or printing plates from improper mounting or cleaning practices;
- (c) Failures caused by non-recommended or low-quality inks (e.g., pH imbalance, incorrect viscosity);
- (d) If flushing and cleaning not performed per schedule;
- (e) Damage caused by use of incorrect solvent mixtures or inadequate exhaust/ventilation systems;
- (f) The aforesaid warranty does not include UV/ IR lamps, UV curing systems, cylinders, reflectors, reflector linings, belts, hoses, burnt out motors, ball bearings, wiring, anilox rollers, etc.

In addition to the aforesaid exclusions, in case of Digital printing machines, the aforesaid warranty shall also not apply in the following case:

- (a) The buyer uses inks that are not supplied by TPH;
- (b) In case the Product is not connected to the internet and the full access to the Product is not given to TPH for monitoring the Product;
- (c) Head clogging or damage due to infrequent use or improper shutdown procedures;
- (d) Color calibration errors if caused by user-set ICC profiles or media mismatches;
- (e) Ink drying systems (e.g., UV, solvent heaters) failing due to use of incompatible media;
- (f) Failure due to incompatible RIP (Raster Image Processor) software;
- (g) No support for customization or third party application workflows.

#### **4. PROCEDURE TO CLAIM WARRANTY**

If the buyer or permitted assigns of the Products feels that they have a justified claim covered under this Warranty Statement, such person shall send a written notification to TPH. Such written notification along with the documents shall be sent directly to TPH at its registered office and factory address at 22/1, The Printers House Private Limited / TPH Orient Print & Pack Private Limited, Mathura Road, near Raja Nahar Singh Metro Station, Ballabgarh, Sikri Industrial Area, Faridabad, Haryana – 121004, followed by an electronic mail to [tphho@tphorient.com](mailto:tphho@tphorient.com). Upon receipt of all the documentation required and specified in TPH's claim form, TPH may, at its sole and absolute discretion, seek further verification of the buyer's claim such as the complete system details of the Products and the operation and maintenance details of the Products. All warranty claims must be received within the Term of Product Warranty for the warranty to be effective.

The warranty could be claimed only by the buyer, at one time for one cause, as the case may be and not by both, or twice. No warranty claim shall be entertained by TPH unless otherwise the same invariably includes the following information along with such claim statement:

- (a) Name and address of the end buyer and respective seller(s) and details of previous claims made, if any, and nature of such claims;
- (b) Invoice copy with corresponding Products' serial numbers or similar identification marks;
- (c) Products type, purchase order, installation agreement and installation report;
- (d) Copy of periodical maintenance reports as required/ recommended by regional regulations and legal requirements;
- (e) The address of place of installation in case it differs from the address of buyer;
- (f) A short but clear description of the problem at hand and what is claimed, as well as a short description of the tests which may have already been performed and with which tools, as well as their results;
- (g) High quality and clear pictures of the defective Products which show the defect including pictures of the system and surrounding environment;

- (h) The requested warranty details and reason of claim;
- (i) The buyer shall keep a record of maintenance carried out by it or its service provider on a regular basis in accordance with the operation and maintenance manual. The service record must be filled in regularly by the buyer and duly stamped by the service provider, if any, as proof of specified maintenance. Without this record the claim of the buyer will be held invalid.

TPH will not accept any returned equipment and parts of the Products without a prior lodged complaint or a prior written authorization given by TPH in accordance with this clause. Any false information including without limitation, false information relating to serial number or similar identification marks changed/ altered/ erased/ made illegible in the warranty claim shall result in rejection of the claim without prejudice to TPH's further remedies under the law, contract or tort.

## **5. WARRANTY TRANSFER**

Notwithstanding anything contained herein or any contract/ purchase order or otherwise, the warranties provided herein shall apply only so long as the Products warranted hereby are owned by the buyer who has purchased the Products for its, his, or her own use and not for purposes of resale, lease or any other form of alienation. However, this warranty may be transferred or transmitted by obtaining a prior written consent of TPH, provided that the Products remains installed continuously 'as it is' including the place of installation at the time of registration of warranty. Any transfer shall be subject to all the exclusions, limitations and conditions set forth herein.

## **6. DISCLAIMERS**

TPH disclaims any and all warranties of the Products, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, use, or application and all other obligations or liabilities on the part of TPH unless such other warranties and obligations are agreed to in writing by TPH. TPH or its directors or its employees shall not be responsible for any special, incidental, consequential or punitive damages of any kind arising from the use or loss of use of or failure of the Products as warranted, including but not limited to damages for lost services, loss of profits or savings, loss of production and loss of revenues, goodwill and expenses arising out of third-party claims.

## **7. NO OTHER EXPRESS WARRANTY**

Notwithstanding anything contained herein or contract/ purchase order or otherwise, TPH warrants only that the Products shall conform to the limited and conditional equipment/ parts warranty set forth in this Warranty Statement. No agent, employee, or representative of TPH has the authority to bind TPH to any affirmation, representation, or warranty concerning the Products other than as set forth in this Warranty Statement. Any description of the Products, whether in writing or made orally by TPH, is for the sole purpose of identifying it and shall not be construed as an express warranty. Buyer acknowledges that the buyer has not relied on any representations or warranties made by TPH except as specifically set forth in this Warranty Statement.

**GENERAL TERMS AND CONDITIONS OF SALE**  
**(Spare Parts, Chemicals, and Ink)**

**1. Applicability**

All sale of Products (defined hereinafter) and related services by The Printers House Private Limited and/or TPH Orient Print & Pack Private Limited, doing business under their brands 'The Printers House' and/ or 'Orient' or any other brand/ trademark associated with The Printers House Private Limited, TPH Orient Print & Pack Private Limited, or their affiliates (individually and collectively, "TPH"), are subject to the following Terms and Conditions of Sale. These Terms and Conditions of Sale apply to and form part of all quotations, offers, purchase orders, proforma invoices, invoices, sales orders for sale of Products and acceptance of orders by TPH, and contracts issued by or accepted by TPH. Any conflicting terms proposed by the buyer in any contract/ purchase orders or other documents are expressly rejected and these Terms and Conditions of Sale shall prevail unless agreed otherwise in writing by TPH. All other terms and conditions, whether expressly stipulated by the buyer or implied by trade custom, course of dealing or otherwise are excluded. By placing an order, accepting delivery, or otherwise authorizing TPH to supply Products or services, whether orally or in writing, the buyer confirms acceptance of these Terms and Conditions of Sale. TPH reserves the right to modify, amend or revise these Terms and Conditions of Sale at any time without prior intimation to the buyer and continued use of the Products and services following any changes constitutes acceptance of the revised terms. Updated Terms and Conditions of Sale will apply to all ongoing and future transactions, provided they do not materially alter the terms of previously confirmed orders. In case the parties agree on any special conditions, the same shall be in writing and the same shall be specifically referred to form a part of the said contract/ purchase order.

**2. Products**

Products shall mean such products as mentioned on the face of the invoice/ purchase order. TPH sells the following products:

- (a) Spare parts for printing machines;
- (b) Chemicals for printing machines; and
- (c) Ink for printing machines

(each of the aforesaid product is hereinafter referred to as "Product(s)").

**3. Prices and Payment Terms**

- (a) All prices are in the currency as quoted in the purchase order/ contract. The prices shall be exclusive of all taxes, duties, levies etc., imposed/ revised by the Central or State Government from time to time and shall be charged, as applicable at the time of supply and such taxes, duties, levies, etc. shall be borne by the buyer, unless otherwise agreed in writing. In case more than one buyer is mentioned in the contract/ purchase order, any payment obligation or liability thereunder shall be joint and several of the buyers. The buyer is not entitled to set-off or suspend payments.
- (b) Prices of the Products quoted by TPH are valid for a period of 30 (thirty) days.

- (c) At the time of placement of order for the Products, the buyer shall pay 50% (fifty percent) advance of the purchase price along with the applicable Goods and Service Tax (GST). The balance 50% (fifty percent) payment along with GST shall be made on or prior to dispatch of the Products from TPH's warehouse/ plant at Ballabgarh through the banking channels as specified in the invoice raised by TPH.

#### **4. Transportation and Insurance**

Transportation costs including freight charges, handling fees and any shipping related expenses shall be borne by the buyer. Further, the buyer shall be responsible for octroi levied, if any. Transportation costs and octroi shall be excluded from the purchase price of the Products.

The buyer shall be responsible for obtaining suitable insurance from the warehouse of TPH in Ballabgarh to buyer's premises i.e. door to door insurance covering all risks during loading, transit and unloading for 110% (one hundred and ten percent) of value of the Products. The buyer shall provide TPH with documentary evidence of the insurance procured at least 15 (fifteen) days before the dispatch of the Products. Failure by the buyer to provide such evidence within the specified timeframe may result in a delay in the dispatch of the Products. TPH shall not be held liable for any delays, damages, or losses arising out of or in connection with such delay caused by the buyer's failure to provide the required insurance documentation in a timely manner.

#### **5. Dispatch of the Products**

- (a) Subject to the full payment of the purchase price of the Products and compliance of these Terms and Conditions of Sale, the Products shall be ready for delivering to the buyer within 2 (two) months from the date of advance received. Unless specified otherwise in TPH's written quotation/ contract/ purchase order, the price quoted of the Products is Ex Works (EXW) – TPH's warehouse/ plant at Ballabgarh which means that buyer shall collect the Products from TPH's warehouse/ plant at Ballabgarh and the buyer shall be solely responsible for collection, loading, shipment and insurance for the Products. The buyer shall exercise reasonable care to select the mode of shipment and carrier. Estimated delivery dates will be communicated after the payment of advance of the purchase price along with GST. All delivery dates are only estimates and TPH will use reasonable endeavours to meet the dispatch period, however, in case TPH is unable to dispatch the Products within the said period, it shall not be liable for any damage resulting in late delivery. TPH is not bound by any delivery terms, whether final or not, that cannot be met because of circumstances beyond TPH's control or if the parties have agreed on a change in the contents and scope of the contract/ purchase order. If a term or delivery date is likely to be exceeded, the parties will consult as soon as possible. If there is delay or any issue attributable to the buyer over the agreed dispatch schedule, the consequences mentioned in Clause 7 shall be applicable. The buyer acknowledges and agrees that it is solely responsible for ensuring the safe and proper handling, loading, and transportation of the Products from TPH's warehouse/ plant at Ballabgarh.
- (b) **Risk and title:** Title of the Products shall be transferred from TPH to the buyer upon the price and other costs, charges etc. corresponding to the Products, having been fully paid by the buyer and received by TPH. The risk of loss or damage to the Products and their packaging shall pass to the buyer immediately upon the handover of the Products and collection of the Products from TPH's warehouse/ plant at Ballabgarh.

## 6. Inspection and Acceptance

- (a) The buyer shall inspect the Products upon delivery and notify TPH in writing of any visible damage, shortage, or non-conformity within 7 (seven) days of receipt. Failure to notify TPH within the specified period shall constitute irrevocable acceptance of the Products by the buyer.
- (b) TPH shall not be liable for any claims arising from defects, shortages, or damages that are not reported within the aforesaid period.

## 7. Changes, Delays and Cancellation

- (a) **No changes:** No changes to the purchase order/ contract or these Terms and Conditions of Sale shall be binding without TPH's written consent. TPH reserves the right, without obtaining the buyer's approval, to modify or discontinue the specifications of the Products sold by TPH.
- (b) **Delay:** In case there is delay in collection or acceptance of delivery by the buyer for any reasons attributable to the buyer, the buyer shall be liable to make 100% (one hundred percent) payment on the due date and TPH may charge for associated costs such as demurrage, handling, storage and warehousing charges for the delay period. TPH reserves the right to charge interest and damages on any outstanding balance which has not been received by TPH by the date due until such outstanding payments, including accrued interest, have been paid in full. Further, the buyer shall bear the risk of loss or damage during storage of the Products and the buyer shall also be liable to pay to TPH all the damages, costs, expenses and other liabilities which may be incurred by TPH. TPH may also require the buyer to provide additional security for the fulfilment of its obligations under the contract/ purchase order. In the event the delay in payment is beyond 45 (forty-five) days, TPH shall have a right to cancel the contract/ purchase order and recover total monies from the buyer.
- (c) **Cancellation:** In case the buyer cancels the order, or fails to make full payment for the Products in accordance with the agreed payment terms or informs that it does not want to purchase the Product or TPH cancels the contract/ purchase order in accordance with Clause 7(b), the full consideration for the Products shall become immediately due and payable and the buyer shall pay to TPH all the damages, costs, losses, expenses including but not limited to manufacturing, storage, administrative costs and for restocking the Products and other liabilities which may be incurred or suffered by TPH. TPH shall have the right to forfeit the full advance received and any security deposit, recover the balance consideration, liquidated damages, costs, expenses, demurrage, handling, storage and warehousing charges and other liabilities and shall not be responsible to deliver the Products.

## 8. After Sale Service

TPH may, at its sole discretion, provide technical support or guidance upon request of the buyer in relation to the Products, subject to applicable service charges as agreed between the parties.

## 9. Intellectual Property

- (a) All intellectual property rights, including but not limited to patents, copyrights, trademarks, designs, trade secrets, know-how, and any other proprietary rights, in and to the Products, including any specially formulated chemicals or coded ink, software, firmware, documentation, designs, and any accompanying or embedded technology

(collectively, the “IP Rights”) shall remain the sole and exclusive property of TPH or its licensors.

- (b) The buyer is granted a limited, non-exclusive, non-transferable, non-sublicensable right to use the Products solely for its business purposes and in accordance with any accompanying documentation and terms of sale.
- (c) Nothing herein shall be construed as transferring, assigning, or granting any rights, title, or interest in or to any intellectual property of TPH, whether by implication, estoppel, or otherwise.
- (d) The buyer shall not, directly or indirectly, reverse engineer, decompile, disassemble, copy, modify, translate, or create derivative works of any part of the Products, except as expressly permitted by law or with the prior written consent of TPH.

## **10. Digital Ink – Applicable Only for Digital Printing Ink**

### **(a) Purchase of Digital Ink**

- (i) The buyer specifically agrees to use only the specially coded ink supplied directly by TPH during the operation of the Orient jet digital inkjet machines and in this regard the buyer shall purchase all ink and related consumables required for the operation of the digital inkjet machines from TPH only and from no other source whatsoever.
- (ii) In this regard, TPH shall have the right, upon reasonable notice, to inspect the machines or audit ink usage records to ensure compliance with these Terms and Conditions of Sale.

### **(b) Restrictions on Use of Unauthorized Ink**

- (i) In the event the buyer uses any ink not supplied by TPH (“Unauthorized Ink”), the buyer acknowledges that: (X) the Orient jet digital inkjet machine will not function as intended, and (Y) the performance of the machine may be adversely affected, as the specially coded ink is uniquely formulated to work with TPH’s Orient jet digital technology.
- (ii) Disclaimer of Liability: TPH expressly disclaims any and all liability arising from or related to the use of Unauthorized Ink. The buyer shall indemnify, defend, and hold harmless TPH, its affiliates, officers, employees, and agents from and against any and all claims, damages, losses, costs, expenses, and liabilities (including attorney fees) resulting from or related to such use.

### **(c) Effect on Machine Warranties and Remedies**

- (i) Breach and Warranty Nullification: The use of Unauthorized Ink shall constitute a material breach of these Terms and Conditions of Sale, and/or any applicable contract/purchase order. Upon such breach: (X) all warranties, whether express, implied, or statutory, provided by TPH with respect to the Orient jet digital inkjet machines in which the ink is used shall be deemed immediately null and void; and (Y) TPH shall not be liable for any failure, malfunction, or damage to the machine arising directly or indirectly from the use of Unauthorized Ink.
- (ii) Cessation of Support Services: Upon TPH detecting or being notified of the buyer’s use of Unauthorized Ink, TPH reserves the unequivocal right to immediately discontinue all maintenance services, technical support, the provision of spare parts, and any other ancillary services associated with the affected Orient jet digital inkjet

machines. Such cessation shall occur without notice and without any liability on the part of TPH.

**(d) Enforcement and Legal Remedies**

(i) Enforcement of Rights: TPH reserves the right to pursue any and all legal remedies available under applicable law, including but not limited to injunctive relief and claims for damages, in the event of unauthorized use, infringement, or misappropriation of its proprietary ink formulations or related intellectual property.

(ii) Penalty for Unauthorized Use: Any unauthorized use of the specially coded ink, including any attempt to replicate, reverse engineer, or tamper with the ink's proprietary formulation or the Orient jet digital inkjet machine's programming, shall entitle TPH to: (X) demand the immediate return of any ink Products; and (Y) recover from the buyer liquidated damages.

**(e) Prohibited Conduct**

(i) Reverse Engineering and Duplication: The buyer acknowledges that the Orient jet ink delivery system and its specially coded inks and associated software/programs were developed by TPH through substantial investment of time, resources, and capital. Accordingly, the buyer shall not: (X) reverse engineer, disassemble, decompile, or otherwise attempt to derive the composition, structure, or formulation of the coded inks or any proprietary software; (Y) copy, reproduce, or duplicate the coded inks, software, or any part thereof; (Z) draw, document, or replicate any design or component of the ink delivery system or the coded inks; or (AA) permit or assist any third party in undertaking any of the above.

(ii) Penalties for Breach: Any violation of this clause shall constitute a material breach of contract and entitle TPH to legal recourse, including, but not limited to, recovery of the Products and imposition of liquidated damages.

**(f) Third Party Violations and Buyer's Duty to Notify**

(i) Duty to Report Unauthorized Activities: If the buyer becomes aware of any third party engaging in the reverse engineering, manufacture, distribution, or sale of generic or imitation inks formulated to replicate TPH's specially coded ink, the buyer shall promptly notify TPH in writing and provide all relevant details and supporting evidence.

(ii) Consequences of Non-Compliance: Failure to notify TPH of such third party violations in a timely manner shall be considered a material breach of these Terms and Conditions of Sale.

**(g) Price Revision**

TPH reserves the right to revise and alter, at its sole discretion, the prices of ink in case of digital printing ink deliveries. Any such price adjustments shall be effective upon written notice to the buyer and shall apply to all undelivered orders and future supplies.

**11. Limitation of Liability and Indemnity**

(a) Notwithstanding anything contained herein or any contract/ purchase order or otherwise:

(i) TPH shall not be liable for any consequential or incidental damages of any kind. To the maximum extent permitted by applicable law, TPH hereby shall have no

responsibility or liability whatsoever for death, damage or injury to persons or property or for other loss or injury resulting from any cause whatsoever arising out of or related to any of its Products, including, without limitation, any defect in any Product or from use of any Product. TPH, to the maximum extent permitted by applicable law, under no circumstances shall be liable to the buyer, or to any third party claiming through or under the buyer, for any lost profits, loss of use, loss of production and loss of revenues or equipment downtime, service issues or plant shutdowns, raw material, energy, utility, labour or capital losses or costs or for any incidental, consequential or special damages of any kind, howsoever arising, related to the Products, even if TPH has been advised of or reasonably could have foreseen the possibility of such damages. This limitation on damages is intended to have the broadest possible application and is intended to apply to all disputes between the buyer and TPH that are directly or indirectly related to the contract/ purchase order between TPH and the buyer and/or the Products supplied or to be supplied to the buyer by TPH;

- (ii) TPH shall not be liable for any delay in supply chain which is beyond the control of TPH including but not limited to natural disasters, logistical issues, government regulations, etc.;
- (iii) TPH is not responsible for the performance of the Products when used in conjunction with equipment, machinery, or consumables not supplied or approved by TPH and TPH shall not be liable for any claims or damages or losses arising from such use.

The buyer acknowledges that the foregoing limitations on liability are an essential element of these Terms and Conditions of Sale and that in the absence of such limitations, the purchase price of the Products would be substantially different.

- (b) The buyer acknowledges and agrees that it has independently assessed and satisfied itself as to the suitability of the Products for its specific operational requirements and intended use. The buyer further agrees that it shall not assert any claim, whether in contract, tort, or otherwise, against TPH in relation to the performance, fitness for purpose, or suitability of the Products.
- (c) The buyer agrees to indemnify and keep indemnified, defend and hold harmless, TPH and its affiliates and their directors, officers, agents and employees (“Indemnified Party”) for any and all direct and indirect losses, liabilities, fines, costs, claim, action, diminution in value, and damages (whether or not resulting from third party claims), including interest and penalties with respect thereto and reasonable out-of-pocket expenses, including attorneys’ and accountants’ fees (“Loss”) caused to or suffered by or may be caused to or may be suffered by the Indemnified Party, on account of, or as a result of, or in connection with, all or any of the following matters: (i) buyer’s non-performance or breach of any of the terms mentioned in quotations, contracts, purchase orders, including these Terms and Conditions of Sale, (ii) violation of any applicable law, (iii) any other act on the part of the buyer or its agents or third parties. Each indemnity is a continuing obligation, separate and independent from the other obligations of the buyer and survives termination of quotations, offers to sell, proposals, acknowledgments, contracts, purchase orders, proforma invoices, invoices, sale orders for sale of Products and acceptances of orders by TPH including these Terms and Conditions of Sale. These indemnification rights of TPH are independent of, and in addition to, such other rights and remedies that TPH may have under law or in equity or otherwise, including the right to seek specific performance, rescission, restitution, or

other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

## **12. Governing Law and Jurisdiction**

Subject to Clause 13 (Dispute Resolution), any claim or dispute arising under or in connection with these Terms and Conditions of Sale shall be brought exclusively in the courts of Delhi, India and shall be governed by Indian Laws. This clause shall override any purchase order/ contract or any document which mentions some other governing law and jurisdiction, unless an amendment is carried to that effect in a separate written agreement duly signed by both TPH and the buyer, and mere signing of purchase order/ contract having overriding clause will not affect these Terms and Conditions of Sale.

## **13. Dispute Resolution**

If any dispute arises in connection with the contract/ purchase order between TPH and the buyer, such dispute shall be first settled through friendly negotiations between TPH and the buyer or the executives nominated by TPH and the buyer. In the event a dispute has arisen then, any disputing party may serve a notice to the other party setting out in reasonable detail the dispute within 7 (seven) days after being aware of the dispute. In case the dispute cannot be resolved within 30 (thirty) days of either party giving notice to initiate the discussions, as applicable, the dispute shall be settled by arbitration in accordance with the rules of the India International Arbitration Centre (“IIAC”) in force at the time of commencement of the arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed in accordance with the said rules. The venue and seat of arbitration shall be New Delhi, India. The language of arbitration shall be English. The costs of arbitration, including but not limited to the fees and expenses of the arbitrators and any administrative fees of the IIAC, shall be borne by the losing party. The award made in pursuance thereof shall be binding on the parties.

## **14. Force Majeure**

TPH shall not be held responsible for any delay in delivery or non-delivery of the Products or failure in performance of any part of its obligations to the buyer, to the extent that such delay/ non-delivery or failure is caused by events like act of God/ nature such as (but not limited to) fire, flood, explosion, lightning, earthquake, acid rain, hurricane, cyclone, volcanic eruptions, landslides and other natural calamities, epidemic, pandemic, war, riots, strikes, lockouts, warlike conditions, embargo, government requirement, civil or military authority, actions of third parties, supplier and other unforeseeable or unavoidable events beyond TPH’s control.

## **15. Consent to Use of Data**

- (a) The buyer consents to TPH for collecting, using, and processing personal and non-personal data provided by the buyer for the purposes of fulfilling obligations under the contract/ purchase order. TPH may use such data for the following purposes:
  - (i) Processing orders and delivering Products.
  - (ii) Communicating with the buyer regarding the Products and services.
  - (iii) Managing and administering the relationship between TPH and the buyer.
  - (iv) Improving Products and services offered by TPH.
- (v) The buyer acknowledges that TPH may transfer personal data to its affiliates, agents, and service providers, as necessary, to fulfil the purposes stated above. TPH

shall take appropriate measures to safeguard the confidentiality and security of the buyer's data.

This consent to use data shall remain valid during the term of the contract/ purchase order and for a reasonable period thereafter as necessary to fulfil the purposes for which the data was collected, unless otherwise required by law or agreed upon by both TPH and the buyer in writing.

#### **16. Severability**

If any provision or portion of a provision of the contract/ purchase order including these Terms and Conditions of Sale is determined to be invalid under any applicable law, it shall be deemed omitted, and the remaining provisions and partial provisions hereof shall continue in full force and effect.

#### **17. Security Interest**

TPH reserves a purchase money security interest in all Products delivered until TPH receives the full purchase price. The buyer agrees to execute any documents at TPH's request with respect to creation and perfection of a security interest in the Products sold.