

GENERAL TERMS & CONDITIONS OF SALE

- 1. Scope and Acceptance.** These terms and conditions of sale ("**Terms**") apply to your purchase of goods and/or services sold by Netafim Irrigation India Private Limited ("**Netafim/ we/ us**"). By accepting delivery of the goods and/ or services, you (the "**Buyer**") accept and are bound to these Terms. Netafim's offer to sell goods and/or services to Buyer (collectively, "**Items**"), via issuance of individual purchase orders (the "**Purchase Orders**"), along with these Terms, constitutes the entire and exclusive agreement ("**Agreement**") between the Buyer identified in the Purchase Order and Netafim for the sale of such Items. No change, additional or modified term, or revision to this Agreement will be effective unless they are expressly agreed in writing.
- 2. Confidentiality Undertaking and Prohibited Activities.** A. General. Buyer shall treat and maintain all Confidential Information (as such term is defined herein) in the strictest confidence, using a degree of care considered acceptable and reasonable in the industry, and in any event not less than that degree of care that the recipient uses to protect its own Confidential Information. "Confidential Information" shall mean confidential or proprietary information concerning Netafim or any of Netafim's processes, inventions, formulae, customers, suppliers, or any trade secret which has heretofore or may hereafter be disclosed to Buyer, provided that disclosure of Confidential Information shall be permitted if (i) expressly assented to in writing by Netafim; (ii) or such Confidential Information is in the public domain or was known to, or developed independently by, the Buyer, without any breach of this Agreement; or (iii) the disclosure of such Confidential Information is required under any applicable law. This obligation will survive termination of this Agreement for a period of 5 years. B. Further Information. On request, and in any event, upon termination of this Agreement, Buyer will return all Confidential Information to Netafim. C. Prohibited Activities. Buyer will not reverse engineer, develop, design, manufacture, refurbish, sell or offer for sale any Items supplied by Netafim about which Buyer has received or obtained Information or assist any third party to perform any of such activities. D. Injunctive Relief. Buyer understands that any violation of this section may cause immediate and irreparable harm to Netafim, which monetary damages cannot adequately remedy. Therefore, Buyer hereby agrees that injunctive relief may be sought against it, in order to remedy, or to prevent, a violation hereof. Buyer shall obtain Netafim's written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a Buyer of Netafim. Any knowledge or information that Buyer may disclose to Netafim shall not be deemed to be confidential information and shall be acquired by Netafim free from any restrictions as to use or disclosure thereof, unless Netafim agrees to accept confidential information from Buyer pursuant to a duly executed nondisclosure agreement defining Netafim's obligations with respect to such information.
- 3. Warranty.** Netafim's warranty obligations shall be governed in accordance with the warranty policy of Netafim. Netafim disclaims any implied warranty as to fitness or merchantability of the Items.
- 4. Disclaimer and Limitation of Liability for Damages.** In no event shall Netafim be liable to Buyer or to any other person or entity under any equity, common law, tort, contract, estoppel, negligence, strict liability, or other theory, for any special, indirect, incidental, punitive, consequential or contingent damages, or any damages resulting from loss of sale, business, profits, data, opportunity or goodwill, even if Netafim has been advised or knew or should have known of the possibility of such damages. Notwithstanding anything contained herein, Netafim's maximum liability to the Buyer for potential damages in connection with the Items delivered is limited to the value of the partial delivery of Items which has been proven to be in direct connection with the damages incurred on the Buyer's part under the Purchase Order. The Buyer accepts this limitation to Netafim's liability for the damages incurred. Additional damage possibly incurred to the Buyer in connection with the delivery of Items shall not be the liability of Netafim. Failure to comply with information about Items provided in the technical data sheets by the Buyer, unauthorized modification of Items, failure to comply with additional instructions demonstrably provided by Netafim to the Buyer, use of Items for other than normal purposes, any



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misuse of Items, their improper storage, transport and other incorrect handling, relieves Netafim of any liability for damages incurred. Netafim's liability for damages is excluded also in case the technical data sheets are in conflict with other written documents on the Buyer's side, according to which the Items delivered is to be used for the purpose indicated therein or for the purpose defined on the basis of these documents. Further, Netafim's work shall be subject to Buyer furnished items being supplied on time in the right quantity and of the agreed quality. Parties agree that Netafim's completion of its work shall be dependent on Buyer's timely completion of Buyer's work. Hence, any delay on the part of Buyer in executing its work shall not be considered in the time period of Netafim's performance of its scope and will not be considered as Netafim's breach or responsibility for any delay in performance, which delay is on account of acts or omissions of the Buyer.

- 5. Intellectual Property Rights and Licenses.** Netafim is the owner of several registered trademarks, designs and patents in India as well as in other countries. Any use of trademarks, logos and other intellectual property rights other than as intended under this Agreement, particularly with regard to products, services, trademarks, logos and other intellectual property rights by the Buyer or third parties is prohibited unless such use is in advance authorized in writing by Netafim. Any technical documentation, plans, drawings, models, brochures, catalogues etc. remain the intellectual property of Netafim and constitute confidential information and part of Netafim's trade secrets, unless previously disclosed beyond all doubt. The Buyer is not entitled to copy, modify, imitate, disclose or communicate, transfer or sell, or in any way exploit any of the Intellectual Property in any manner. The Buyer undertakes to use the above confidential information only for the purposes for which it was provided.
- 6. Shipping and Delivery.** Netafim shall use commercially reasonable efforts to deliver Items within such time as agreed between the Buyer and Netafim, effective from the date of final purchase order agreed between the parties or approval of drawings, whichever is later. Contract/ Purchase Order cannot be unilaterally cancelled by the Buyer, unless the cancellation is approved in writing by Netafim. If the Buyer fails to take delivery of the Items at the date and time specified when the delivery becomes due, then Netafim as a right, will have the option to cancel the delivery or to sell the remaining Items in the open market. Any unloading required at the site, storage and security of Items, transportation shall not be in Netafim scope of work.
- 7. Inspection.** In case of purchase of MIS Items by the Buyer, Netafim shall ship the Items to the Buyer at an agreed location and within agreed time period. Following Buyer's receipt of each shipment of Items ordered hereunder, Buyer shall primarily conform that the Items meet the quantity ordered. If the Items so inspected are found not to conform, Buyer shall notify Netafim in writing promptly but not later than 07 days from the date of receipt at Buyer's location. In the event of failure by Buyer to conform or notify Netafim, the Items shall be deemed inspected and accepted after 07 days of Buyer's receipt of the shipment.
- 8. Installation/ Erection.** The total installation/ erection will be completed within such time as agreed between the Buyer and Netafim. The installation/ erection work will start after completion of civil work as agreed between the parties. However, it is expressly provided that in case of any force majeure events as stated in Clause 11 below, the installation/ erection period may get delayed and in the circumstances, Netafim shall not be liable in any case for any delay. The Buyer shall supply skilled labourers or supervisors for assistance during installation/ erection and such other assistance as may be required by Netafim during the laying of subsurface drip system.
Netafim may provide after sales service through its dealer as per its after sales services terms.



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9. Termination. Either party may terminate the Purchase Order, this Agreement or both, for breach by the other party, upon a written notice to the other party, if the other party is in default of any of its material obligations hereunder and such default is not cured within thirty (30) days after receipt of notice. In addition to any other rights or remedies, this Agreement shall terminate automatically if proceedings in bankruptcy, insolvency, receivership or other similar proceedings have been initiated against the other Party and are not cancelled within thirty (30) days of their initiation. Upon termination, Buyer shall, at the time specified by Netafim, make all payments due to Netafim forthwith.

10. Invoices; Payment Terms; Taxes and/ or other charges. Invoices shall contain purchase order number, a description of Items, quantities, unit prices, extended totals, applicable taxes and any other information specified by Netafim. Payment terms shall be as agreed in the Letter of Offer signed between the Parties. LC to be opened at the time of manufacturing clearance and drawing approval. Netafim reserves the right to appropriate any sum due to/ from the Buyer against any amount owed from/ to the Buyer, if any. If Netafim must initiate legal action to collect payment, Buyer will pay all legal fees and costs of collection. In an event that the Buyer fails to effect payment on due date or the date undertaken by him to effect payment, the Buyer shall be liable to a late fee of 1.5% per month of outstanding value or such penalty as specified in the Letter of Offer/ Invoice.

Quoted price is Free on Road (FOR) at site and are inclusive of direct or indirect taxes, levies, fees and/or any other payment imposed ("Taxes"). Statutory levies shall be applicable at actual at the time of actual dispatches. In case of any LBT/ Octroi levy, it shall be charged extra to Buyer's account and is not considered in Netafim's offer. In case of any change in the rates in taxes and duties, all taxes & duties as applicable on the date of invoicing shall be borne by the Buyer unless a specific deviation of the same is agreed by Netafim. Cost of transportation, freight, unloading and insurance charges shall be charged extra at actuals to Buyer's account.

11. Force Majeure. Except the obligation of the Buyer to pay any money due to Netafim, neither party will be liable for any delay or failure to perform any obligation hereunder caused by a Force Majeure Event.

The Party claiming the Force Majeure Event will (A) promptly notify the other Party in writing of the Force Majeure Event and its likely duration, and (B) will take reasonable steps to overcome the delay or stoppage.

'Force Majeure Event' means an event condition or circumstance beyond a party's reasonable control including, without limitation, industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, acts of God, fire, inclement weather, epidemic or pandemic outbreak (including COVID-19 or similar), acts or threats or terrorism or war or other similar circumstances.

12. Compliance with Laws; Anti-Corruption and Bribery

Buyer further represents and warrants to Netafim that:

- a. It will conduct itself in accordance with all applicable laws and regulations in carrying out his duties under these Terms,
- b. It and its applicable stakeholders, including, inter alia, any owner, shareholder (direct or beneficial), officer, director, employee, agent, third party representative, subcontractor, contractor or other individual with any direct or indirect beneficial interest, shall comply with Anti-Corruption Laws (defined below) and shall not cause Netafim, its subsidiaries or affiliates to be in violation of any Anti-Corruption Law. "**Anti-Corruption Laws**" mean collectively all applicable foreign and domestic anti-bribery and anti-corruption laws, regulations, orders, judicial decisions, conventions and international financial institution rules regarding domestic or international corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to public officials and private persons, agency relationships, commissions, lobbying, books and records, and financial controls,



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- c. Neither it nor any of its affiliates or representatives have, directly or indirectly, taken any action that would cause them to be in violation of any Anti-Corruption Laws,
- d. It, its owners, directors, employees and its agents, have not and will not pay, offer, or promise to pay any money, financial benefit or thing of value to any government, or party official, candidate or employee at any level, including employees of state owned or controlled enterprises ("**Government Officials**") (i) for the purpose of influencing any act or decision of such person or party in order to obtain or retain business, or to direct business to any person; or (ii) with regards to Government Officials and/or private individuals, induce that person to or reward that person not to perform its functions in connection with that person's employment or engagement,
- e. The Buyer represents and warrants that no owner, shareholder (direct or beneficial), officer, director, employee, agent, third party representative, subcontractor, contractor or other individual with any direct or indirect beneficial interest in Buyer (collectively, "**Interested Persons**"), is a Public Official or Entity. A "**Public Official or Entity**" means (i) an officer, employee, agent, contractor or representative of any government or military, including, but not limited to, a customs official; (ii) any department, agency, corporate entity, instrumentality or political subdivision of any government or military; (iii) any person or commercial entity acting in an official capacity for or on behalf of any government or military; (iv) any candidate for political office, any political party or any official of a political party. Buyer shall notify Netafim immediately if it learns at any time that (i) an Interested Person becomes a Public Official or Entity, or (ii) a Public Official or Entity acquires an ownership, voting, or economic interest in Buyer,
- f. It is neither a governmental entity, agency or instrumentality, nor is it owned by a governmental entity, agency or instrumentality; and no owner, shareholder (direct or beneficial), officer, director, employee, agent, third party representative, subcontractor, contractor or other individual with any direct or indirect beneficial interest in Buyer is a foreign Public Official or Entity,
- g. In the event of a breach of the obligations contained in this clause, these Terms shall be considered as void,
- h. The Buyer (a) is not a Sanctioned Person, (b) has not, in the past five (5) years engaged in, has any plan or commitment to engage in, direct or indirect dealings with any Sanctioned Person or in any Sanctioned Country, or (c) has in the past five (5) years violated, or engaged in any conduct sanctionable under, any Sanctions Law, nor been the subject of an investigation or allegation of such a violation or sanctionable conduct. The Buyer shall conduct itself in accordance with Sanction Laws for the purposes of these Terms.
- i. Definitions
 - i. "**Sanctioned Person**" means, at any time, (a) any person listed in any sanctions-related list of designated persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, or by the United Nations Security Council, the European Union or any European Union member state, (b) any person operating, organized or resident in a Sanctioned Country or (c) any person owned or controlled by any such person or persons described in the foregoing clauses (a) or (b),
 - ii. "**Sanctioned Country**" means at any time, a country or territory which is the subject or target of any economic or financial sanctions or trade embargoes,
 - iii. "**Sanction Laws**" means laws and executive orders of the United States of America, the United Nations Security Council, the European Union the United Kingdom, and the applicable laws of the jurisdictions under which the Buyer operates, imposing economic or financial sanctions or trade embargoes, and regulations implementing such laws and executive orders.

13. Miscellaneous. A. Assignments, Subcontracting. No right or obligation under this Agreement and/or Purchase Order may be assigned by Buyer without the prior written consent of Netafim. B. Survival of Obligations; Severability. Provisions of this Agreement including but not limited to warranties, indemnities, proprietary rights, confidentiality, or like, which by their nature should survive termination of this Agreement shall survive. Any provision of this Agreement that is held unenforceable or invalid for any reason shall be severed and the remainder of the Agreement shall continue in effect. C. Full Power; Compliance with Laws. Each party warrants and represents that it has the full power to enter into the Purchase Order and to perform its obligations under the Purchase Order and the Agreement. D. Dispute Resolution Mechanism. The parties shall endeavour to settle any disputes or differences arising in connection with this Agreement amicably between themselves. Should they fail to agree, all matters in dispute arising from this Agreement shall be finally determined in accordance with the Arbitration & Conciliation Act, 1996 or any statutory modifications or re-enactment thereof. The Parties hereby unanimously agree to refer the dispute to the sole arbitration of an advocate of Gujarat High Court for adjudication of the dispute. The venue of arbitration shall be Ahmedabad and the decision of the arbitrator shall be final and binding on the Parties. The proceedings will be conducted in the English language. Cost of arbitration shall be shared equally between Parties. This Agreement shall be governed by Indian laws. E. Relationship of Netafim and Buyer. The relationship of Netafim and Buyer is that of independent contractors. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment, agency or other relationship between Netafim and Buyer and their respective shareholders, directors, employees and/or consultants. F. Waiver: Netafim's failure or delay to exercise any power or privilege under these Terms or failure to insist upon strict compliance by the Buyer with any obligation herein shall constitute any waiver of any of Netafim's rights hereunder. Waiver by Netafim of any default of the Buyer must be in writing and shall not affect or impair Netafim's rights in respect of any subsequent or future default. G. Notices or other communications. Notices provided for in these Terms shall be in writing and shall be delivered, given or otherwise provided (i) by hand, in which case, will be effective upon delivery, (ii) email, in which case, on the date sent if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, or (iii) by overnight delivery by a recognized courier service, prepaid for next day delivery, in which case, it will be effective two (2) business days after being deposited with such courier service. H. Conflict. If there is a conflict between or among the Purchase Order(s) and this Agreement, such a conflict will be resolved in favour of the Purchase Order.