

Conditions of Direct Purchase of Premia Chemicals Private Limited

1. General

1.1 These Conditions shall form an integral part of all purchase contracts/purchase orders ("Contract") issued by Premia Chemicals Pvt Ltd ("Buyer"). Any conflicting or deviating terms proposed by the Seller shall be considered null and void unless specifically accepted in writing by the Buyer.

1.2 No verbal agreement, amendment, or supplementary arrangement shall be valid unless expressly confirmed in writing by the Buyer.

2. Offer & Acceptance

2.1 Seller's offer must precisely match the quantity, quality, and specifications sought by the Buyer. Any deviation must be clearly stated and separately approved.

2.2 Offers shall be submitted free of charge, with no binding obligation on the Buyer. Quotations involving cost estimates shall only be reimbursed if expressly agreed in advance.

3. Purchase Orders

3.1 All orders and amendments must be in writing. Verbal or telephonic instructions shall only be valid if confirmed in writing within 7 days.

3.2 Orders shall be acknowledged by the Seller within two (2) working days. Acceptance implies full agreement to these Conditions and the specific PO terms.

3.3 All order-related documents must clearly mention the PO number, department, date, and Buyer's contact.

4. Delivery Timelines

4.1 Delivery must strictly follow the timelines in the PO. Any delay must be communicated immediately in writing with proposed alternate timelines for Buyer's approval.

4.2 If delay leads to loss or disruption, the Buyer reserves the right to:

- Recover all direct and indirect damages.
- Cancel the PO and procure materials from alternate sources at the Seller's cost.
- Demand express freight cost difference if expedited delivery is required.

4.3 The Seller must also notify the Buyer of any political, regulatory, or operational changes in their region that may affect performance.

5. Quality & Warranties

5.1 Seller guarantees that goods:

- Conform to the specifications provided
- Are free from contamination, foreign matter, or non-conformities
- Are fit for intended use and meet all applicable Indian/international standards

5.2 Certificates of Analysis (COA) must accompany each delivery. Buyer reserves the right to inspect materials on arrival.

5.3 If supplied goods are non-conforming or defective:

- Buyer may reject the consignment and demand replacement or refund
- Seller shall bear full cost of return, disposal, recall (if

applicable), and all losses caused to the Buyer or Buyer's clients

- Buyer may cancel the PO unilaterally without liability

5.4 Warranty period shall be 36 months from date of delivery unless otherwise agreed.

5.5 Buyer may audit Seller's premises for quality compliance and IP integrity during business hours.

6. Testing

Seller shall:

- Notify Buyer at least 7 days in advance for scheduled tests
- Bear the cost of all testing (including re-tests in case of failure)
- Share all relevant quality data, inspection reports, and sampling results

7. Insurance

Insurance responsibilities shall follow INCOTERM definitions stated in the PO. If the Seller is responsible for transit, they shall ensure adequate coverage and assume liability for loss or damage in transit.

8. Shipping & Documentation

8.1 Seller must:

- Follow Buyer's dispatch instructions
- Use approved packaging, labeling, and transportation
- Share dispatch note, invoice, delivery challan, and E-way bill as applicable
- Ensure regulatory compliance for hazardous/dangerous goods

8.2 Non-compliance may result in rejection and storage of goods at Seller's risk and cost.

9. Pricing Terms

9.1 If the Seller lowers prices or offers better terms prior to delivery, the revised lower pricing shall apply to outstanding POs unless otherwise contractually locked.

10. Invoicing & Payment

10.1 Invoices must match the PO line items, prices, and GST norms.

10.2 Buyer reserves the right to deduct, set off, or hold payments in case of:

- Discrepancies
- Non-conformance
- Counterclaims

10.3 Payment does not signify acceptance of goods or waiver of rights.

11. Intellectual Property & Ownership

11.1 All intellectual property, drawings, specifications, or confidential information shared by the Buyer remain the exclusive property of Premia Chemicals Pvt Ltd.

11.2 Seller shall not use Buyer's IP, formulations, or tooling for any third party or internal use unless authorized in writing.

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11.3 Ownership of molds, tools, or proprietary items developed for Buyer shall transfer to Buyer upon payment.

12. Confidentiality

12.1 Seller shall:

- Treat all information, documents, formulas, and samples as confidential
- Not disclose or misuse the Buyer's IP, know-how, or market-sensitive data
- Return or destroy all confidential information upon request or contract termination

12.2 Breach of confidentiality entitles the Buyer to seek immediate injunctive relief and damages.

13. Origin and Process Consistency

13.1 Any change in raw material, manufacturing process, source of input, label, or final product design must be pre-approved in writing by Buyer.

13.2 Buyer reserves the right to reject any product variation or non-notified change.

14. Compliance

14.1 Seller shall comply with all applicable Indian laws including:

- GST and taxation laws
- BIS, Pollution Control Board, and FSSAI guidelines (where applicable)
- Anti-bribery and anti-corruption laws

14.2 Seller shall indemnify Buyer against any third-party IP claim or legal violation resulting from supplied goods.

15. Dispute Resolution

15.1 All disputes shall be governed by the laws of India.

15.2 Jurisdiction for legal proceedings shall be Ludhiana, Punjab unless otherwise specified in the PO.

15.3 Buyer reserves the right to seek arbitration or urgent legal relief in case of breach of IP, confidentiality, or supply failure.

16. Force Majeure

Neither party shall be liable for delays due to acts of God, strikes, or government interventions, provided written notice is served within 7 days of the event.

17. Advertising & Publicity

Seller shall not use Buyer's name, trademarks, or transaction history for marketing or reference without explicit written consent.

18. Survival Clause

Obligations related to confidentiality, IP protection, indemnity, and warranties shall survive termination of the agreement.

Premia Chemicals Private Limited

(Effective from: 24 July 2025)