



## TERMS & CONDITIONS

Tea sold by or through M/s **Duckweed** to a purchaser ("Buyer") is sold subject to the following terms and conditions:

1. **Priority of Terms and Conditions.** **Duckweed** hereby notifies Buyer in advance that **Duckweed** objects to any terms and conditions in Buyer's purchase order or other document that are additional to or different than these Terms and Conditions; whether or not the additional or different terms would materially alter these Terms and Conditions. If a contract between **Duckweed** and Buyer is established through performance or other conduct, the terms and conditions of that contract will not be deemed to consist only of terms and conditions as to which the parties' writings agree, but rather these Terms and Conditions will be a part of that contract and will prevail over the conflicting and/or different terms and conditions of any other document forming a part of the contract. No other terms (whether contained in any purchase order or other document) given by Buyer shall in any way modify or supersede any of these Terms and Conditions or otherwise be binding on **Duckweed** unless expressly accepted by a written instrument signed by an authorized corporate officer of **Duckweed**.

2. **Limited Warranty.** **Duckweed** warrants to Buyer that, on the date of delivery to the applicable FOB or Ex Works point, the Product (i) will conform to **Duckweed's** specifications (if any) for the Product and (ii) if the Product is a food product, it is not adulterated or misbranded within the meaning of the FSSAI Act. **Duckweed** makes no other warranties, express or implied, regarding the Product and **Duckweed** specifically disclaims the implied warranties of merchantability, fitness for a particular purpose, and freedom from infringement claims. Buyer will notify **Duckweed** of any failure to conform to the grade within seven (7) business days after delivery; otherwise the Product will be deemed accepted by Buyer. If any Product does not conform to **Duckweed's** grade, **Duckweed** will either replace the nonconforming Product or refund the applicable portion of the purchase price paid for the nonconforming Product, at **Duckweed's** option. The foregoing remedy is exclusive and is granted in lieu of all other remedies.

3. **Limitation of Liability.** **DUCKWEED** WILL NOT BE LIABLE TO BUYER, ITS CUSTOMERS, EMPLOYEES OR AGENTS, UNDER ANY CLAIM OR CIRCUMSTANCES (INCLUDING WITHOUT LIMITATION OR ANY CIRCUMSTANCE INVOLVING A FINDING THAT A WARRANTY OR REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE), WHETHER THE CLAIM SOUNDS IN CONTRACT, TORT OR OTHER LEGAL THEORY, FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS OR REVENUE, LOST SALES, LOST GOODWILL OR LOSS OF USE OF ANY PRODUCT. IN NO EVENT WILL **DUCKWEED'S** AGGREGATE LIABILITY EXCEED THE PURCHASE PRICE FOR THE PRODUCT.

4. **Proprietary Rights.** The formulations and ingredients used for the preparation and production of goods or products sold under these Terms and Conditions are the proprietary assets of **Duckweed** and may not be copied, sold, or used in any way by Buyer or any third party without the express written permission of **Duckweed**.

5. **Price and Order Acceptance.** The price payable for Product shall be the price in Indian Currency (INR) or Rupees as quoted by **Duckweed**, or if no price is quoted, as set out in **Duckweed's** current price list. Special packing and labelling charges, if any, are in addition to the

purchase price for the Product and may be invoiced to Buyer at any time. Prior to acceptance, the price quoted for a Product is subject to change. Once accepted by **Duckweed**, orders are not subject to change, cancellation or deferment of shipping date, except with **Duckweed's** written consent and upon terms that will indemnify **Duckweed** against any resulting loss or damage. Unless **Duckweed** expressly states otherwise, the price quoted for a Product does not include any sales, use, excise, ad valorem, receipts or like taxes, customs duties, or any other duties or charges whatsoever currently or hereafter imposed by any governmental authority, and all such taxes, duties, and other charges shall be the responsibility of the Buyer.

6. **Export/Import Terms.** Buyer is responsible for complying with any applicable legislation or regulations governing the exportation of goods and/or importation of goods into the country of destination and for payment of all customs duties and/or excise taxes that may be levied by reason of such export and/or import of goods. Any certificates provided to Buyer for the Product, are provided by **Duckweed** as a courtesy and shall not be relied upon except as provided by law. **Duckweed** will provide all Documents necessary for passage & release of the shipment at destination.

7. **Payment; Security Interest.** Payment is due in accordance with the payment schedule agreed to in writing by the parties and if not paid on or before the due date, is then considered delinquent. Due dates are calculated from the ship date. If no such schedule has been agreed to in writing, then the payment terms is full and final payment net thirty (30) days from the date of shipment. At its option, **Duckweed** may impose a late charge of up to one-and-a-half percent (1.5%) per month on past due payments. All payments will be made without setoff or reduction of any kind. Restrictive endorsements or other statements on checks will not apply to **Duckweed**. Delinquency subjects the account and all shipments to credit hold until paid. Buyers with invoice balances aged greater than 45 days may be placed on Cash in Advance status and the account escalated to collections. All disputes on billing must be reported within 90 days. Buyer will be responsible for all collection costs including attorney fees, collection agency fees, legal fees, and court costs, if any, incurred by **Duckweed** in connection with collection of delinquent amounts.

8. **Security Interests.** **Duckweed** hereby retains a security interest in the Products to secure the payment of the purchase price and the performance of all other obligations of Buyer to **Duckweed**, whether now existing or hereafter arising, and whether or not arising under this contract.

9. **Shipping.** **Duckweed** will ship Products prepaid from **Duckweed**-specified origin unless a written agreement specifies other shipping terms. For international transactions, delivery terms are Ex Work's **Duckweed**-specified origin. Any shipping schedule provided by **Duckweed** to Buyer is **Duckweed's** then-current estimate of delivery dates. **Duckweed** will use reasonable efforts to deliver the Product in accordance with that schedule, but does not warrant or guarantee any particular delivery dates. **Duckweed** will not be liable for any damages in connection with the delivery or non-delivery of any Product, including but not limited to damages incurred during shipment or caused by a delay in delivery. Buyer's acceptance of delivery of any Product constitutes a waiver of any claim for delay.

10. **Ownership and Address Change.** Buyer must notify **Duckweed** in writing by certified mail immediately of any change of name, ownership, and address or business structure. Failure to do so, may subject Buyer's account to a credit hold or to be placed on cash in advance status. Buyer must notify **Duckweed** of any material adverse change in its business, operations, properties or financial condition of Buyer, which may affect its ability to perform its obligations. In

the event of such material adverse change, **Duckweed**, in its sole discretion, has the option to refuse to sell to or ship Product to Buyer.

11. **Force Majeure.** **Duckweed** will not be liable for delay, failure in performance, loss or damage due to fire, strike, vandalism, embargo, explosion, power blackout, earthquake, flood, war, labour disputes, civil or military authority, acts of God or the public enemy, or other causes beyond its reasonable control, whether or not similar to the foregoing.

12. **Severability of Terms.** If any of these terms and conditions is held to contravene applicable law, such provision only will be deemed void, and in all other respects these terms and conditions will remain in full force and effect.

13. **Amendments.** Buyer acknowledges and agrees that no representative of **Duckweed** has the authority to make any representations, statements or promises in addition to or in any way different than those contained herein, and that Buyer is not relying upon any representation, statement or promise of **Duckweed** except as expressly stated herein. No amendments or modifications hereof will be valid unless in writing and signed by authorized representatives of **Duckweed** and Buyer.

14. **Governing Law, Forum Selection and Limitations Period.** These terms and conditions, and the construction of these terms and conditions, all rights and obligations between the parties to this contract underlying these terms and conditions, and any and all claims arising out of or relating to the subject matter of this contract, will be governed by the laws of the State of West Bengal, Kolkata jurisdiction, India, without regard to its conflict of laws principles. The rights and obligations of the parties to this contract will not be governed by the provisions of the 1980 UN Convention on Contracts for the International Sale of Goods; rather these rights and obligations will be governed by the laws of the State of West Bengal, Kolkata jurisdiction, India. Prior to any action, litigation or other legal proceeding of any kind based upon or in any way related to this contract, its subject matter, or the rights or obligations of the parties to this contract, Buyer hereby consents to mandatory, non-binding mediation to hear any claim, demand or dispute arising out of this contract or related matters. Any such mediation must take place in Kolkata (West Bengal), India, before a single mediator to be agreed upon by the parties with expenses to be paid by the losing party. If the dispute has not been resolved within 30 days of any written demand for mediation, or within such longer time period as the parties may agree, any further legal proceedings must be brought exclusively in an appropriate court of competent jurisdiction located in Kolkata (West Bengal), India, and must be brought within one year after the date on which the claim accrued. Any action brought in such courts will not be transferred or removed to any other state or federal court. The parties consent to the exercise of jurisdiction over them by the above-named courts as their freely negotiated choice of forum for all actions subject to this forum selection clause.

- By Order

For DUCKWEED

Authorised Signatory