

General Terms and Conditions of Purchase

SENZAIT PRIVATE LIMITED (CIN U73100GJ2022PTC136935) · Version 1.0 · Effective 1 October 2026
· Approved by Mr. Vishalkumar Suthar, Director

Draft for the Director's reading and for review by a lawyer qualified in India before it is relied on. These terms are a contract; the numbers in them (payment days, warranty months) are proposals to confirm.

1. What these terms cover

1.1 These terms apply to every purchase order ("Order") placed by SENZAIT PRIVATE LIMITED ("SENZAIT", "we") for goods, materials, parts, services or work ("the Supply") from a supplier ("you"), unless a signed written agreement between us says otherwise. Terms on your quotation, acknowledgement, invoice or website do not apply unless we accept them in writing.

1.2 An Order is accepted when you confirm it in writing or start to perform it. If a signed agreement, the Order and these terms conflict, they apply in that order.

2. Our policies form part of every Order

2.1 By accepting an Order you confirm that you have read and will comply with SENZAIT's Supplier Code of Conduct, Anti-Bribery and Anti-Corruption Policy, Conflict of Interest Policy, Human Rights and Modern Slavery Statement, Health, Safety and Environment Policy, Data Protection Policy, Privacy Policy and Terms of Use, as published at www.senzait.com/policies/ in the versions current on the Order date, and that you have signed our Vendor Acknowledgement. A breach of any of them is a material breach of the Order.

3. The Supply

3.1 You supply exactly what the Order describes: the drawing, specification, standard, material and quantity stated. You do not substitute a material, change a process, or subcontract part of the work without our written consent. Goods are new, of merchantable quality, free from defects in design (where you designed them), material

and workmanship, fit for the purpose stated in the Order, and comply with every law and standard that applies to them. Services are performed with the skill and care of a competent professional in your trade, by qualified people, in compliance with applicable law and good industry practice.

3.2 You provide, with the goods, the test certificates, material certificates, safety data sheets, drawings, manuals and declarations of origin the Order calls for, and you keep records that let a part be traced to its material, process and inspection for at least three years.

4. Delivery, risk and title

4.1 Time is of the essence. You deliver to the place and by the date in the Order. If you become aware of anything that may delay the Supply you tell us in writing at once, with the cause and what you are doing about it. Unless the Order states another Incoterms 2020 rule, goods are delivered DAP our premises at Gandhinagar, packed to survive the journey and marked with the Order number. Risk passes to us on delivery and acceptance; title passes on delivery or on payment, whichever is earlier, free of any charge or lien.

4.2 We may inspect and test the Supply before and after delivery, at your premises with reasonable notice, and reject within a reasonable time any part that does not conform. Rejected goods are collected by you at your cost, and any payment made for them is refunded. Payment before inspection is not acceptance.

5. Price and payment

5.1 The price in the Order is fixed and includes everything necessary to perform the Supply except GST and other taxes stated separately. Your invoice states our Order number, describes what was supplied, carries your GSTIN and the details the law requires, and is sent after delivery or completion. Unless the Order states otherwise we pay a correct, undisputed invoice within thirty days of receipt by bank transfer to your registered account. We may set off amounts you owe us. No payment is made in cash or to a third party's account.

6. Variations

6.1 Only a written change to the Order issued by SENZAIT varies it. If you believe an instruction changes the Supply, tell us in writing before acting on it and state its effect

on price and time; otherwise you have no claim for it.

7. Warranty and remedies

7.1 If the Supply does not conform during twelve months from delivery or completion, or the longer period the Order states, you will at our option repair, replace or re-perform it at your cost, at our premises or where it has been installed, promptly, or refund the price. If you do not, we may have the defect remedied by others at your cost. These remedies are in addition to our other rights.

8. Intellectual property and confidentiality

8.1 Anything you make to our drawings, specifications or instructions, and everything created in performing the Supply, including designs, drawings, reports, software and data ("Deliverables"), belongs to SENZAIT on creation, and you assign it to us. Your pre-existing intellectual property stays yours; you grant us a perpetual, royalty-free licence to use it as needed to use the Deliverables. You warrant that the Supply does not infringe anyone's rights and indemnify us if it does.

8.2 Everything we give you or you learn about our business, our clients and our clients' business is confidential, used only for the Order, protected against disclosure, and returned or destroyed when the Order ends. You do not name SENZAIT or its clients, or use their marks, in any publicity without written consent. These obligations continue after the Order ends.

9. Personal data

9.1 Where you process personal data for us you do so only on our written instructions, keep it secure, do not transfer it outside India without our consent, tell us of any breach within twenty-four hours, and delete or return it when the Order ends, in accordance with the Digital Personal Data Protection Act 2023.

10. Site work, safety and insurance

10.1 Where you work on our premises or on a client's site with us, your people follow our Health, Safety and Environment Policy, the site's rules and every lawful instruction, attend the site induction, bring their own protective equipment and hold the permits and certificates their work requires. We may remove anyone who does not. You maintain the insurance a prudent supplier of your kind carries, including employees'

compensation as the law requires and public liability cover, and show us the policies on request.

11. Compliance

11.1 You comply with every law that applies to the Supply, including the Prevention of Corruption Act 1988, labour, safety and environmental law, export control and sanctions law, and tax law. You have all licences and registrations the Supply requires. You do not offer anything of value to anyone at SENZAIT beyond the limits in our Anti-Bribery and Anti-Corruption Policy, and you declare any conflict of interest before quoting.

12. Liability and indemnity

12.1 You indemnify SENZAIT against loss, damage, claims, fines and costs arising from a defect in the Supply, your breach of the Order or of law, or the negligence of your people. Neither party is liable to the other for loss of profit or indirect loss, except that this does not limit your indemnity for third-party claims, for infringement, or your liability for fraud, death or personal injury.

13. Termination

13.1 We may end an Order immediately by written notice if you commit a material breach not remedied within fourteen days of notice, breach clause 2 or clause 11, become insolvent, or suffer a change of control we reasonably object to. We may end an Order for convenience on written notice, paying for conforming Supply delivered and for work in progress made to our specification at cost, and taking title to it.

14. General

14.1 You are an independent contractor, not our agent or employee. You may not assign or subcontract without our written consent and remain responsible for anyone you use. Force majeure applies to both parties for events beyond reasonable control, excluding your own workforce and suppliers. Notices are in writing to the addresses in the Order. If a term is unenforceable the rest remain. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

15. Governing law and disputes

15.1 The Order is governed by the laws of India. Disputes are first discussed between senior representatives within thirty days of written notice, then referred to arbitration by a sole arbitrator under the Arbitration and Conciliation Act 1996, seated at Gandhinagar, Gujarat, in English; the courts at Gandhinagar have exclusive jurisdiction over any matter not subject to arbitration, and either party may seek urgent interim relief from a court.

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Mr. Vishalkumar Suthar, Director · Gandhinagar, 1 October 2026