

General Terms and Conditions of Sale and Service

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, unlike the policies, and the numbers in them (payment days, warranty months, liability cap) are proposals to confirm.

1. What these terms cover

1.1 These terms apply to every quotation, order and contract under which SENZAIT PRIVATE LIMITED ("SENZAIT", "we") supplies goods, manufactured parts, consulting, engineering, research or other services (together, "the Work") to a customer ("you"), unless a signed written agreement between us says otherwise.

1.2 An order is accepted, and a contract formed, when we confirm it in writing. Terms printed on your purchase order or elsewhere do not apply unless we accept them in writing. If a signed agreement, our written order confirmation and these terms conflict, they apply in that order.

2. Quotations and orders

2.1 A quotation is valid for thirty days unless it states otherwise and may be withdrawn before you accept it. Prices exclude GST and other taxes, which are charged at the rate in force at the time of invoice, and exclude packing, freight, insurance, duties and site expenses unless the quotation includes them.

2.2 The scope of the Work is what the quotation and our confirmation describe. Anything else is a variation under clause 7.

3. Your information and cooperation

3.1 You are responsible for the accuracy and completeness of the drawings, specifications, samples, data, site information and approvals you give us, and for telling us of any regulation, standard or site condition the Work must meet. We may rely on what you give us without independent verification unless the quotation says we will verify it.

3.2 Where the Work requires access to your site, information, staff or decisions, you provide them when needed. Delay on your side extends our time correspondingly and may add cost.

4. Delivery, risk and title

4.1 Dates we give are estimates made in good faith. We will tell you promptly if a date moves and why. Time is not of the essence unless we agree that in writing, and we are not liable for delay caused by you, your suppliers, or events beyond our reasonable control.

4.2 Unless the quotation states another Incoterms 2020 rule, goods are delivered Ex Works (EXW) our premises at Gandhinagar; risk passes to you on delivery. Title passes when we have received payment in full for the goods.

4.3 You inspect goods within seven days of delivery and tell us in writing of any shortage, damage or non-conformity within that period; otherwise the goods are accepted. Latent defects are covered by the warranty in clause 8.

5. Payment

5.1 Unless the quotation states otherwise: consulting, research and engineering services are invoiced monthly or at the milestones the quotation sets; manufactured goods require fifty per cent with the order and the balance before dispatch; invoices are payable within thirty days of the invoice date, by bank transfer, without set-off or deduction.

5.2 Overdue amounts carry interest at 1.5 per cent per month from the due date until paid. We may suspend the Work, withhold delivery or deliverables, and require security for future work while any amount is overdue. Payments from outside India are made in

the invoiced currency, with your bank charges for your account, in compliance with the Foreign Exchange Management Act 1999.

6. Intellectual property

6.1 What each party owned before the Work stays theirs. SENZAIT's methods, tools, know-how, calculation sheets, software and standard designs ("Background IP") remain ours.

6.2 Ownership of what is created for you in the Work, including designs, drawings, reports, models, prototypes and inventions ("Project IP"), is set out in the quotation or a signed agreement before the Work starts, in accordance with our published position that a client's invention stays the client's. Where nothing is agreed, Project IP passes to you on payment in full, and we keep a licence to use our Background IP and the general knowledge and skill gained.

6.3 You warrant that what you give us to work on does not infringe anyone else's rights, and each party indemnifies the other against claims that arise from its own material.

7. Variations

7.1 Either party may propose a change to the Work. We tell you in writing what the change does to price and time before we act on it, and act on it only when you confirm in writing. Work we are directed to do that is outside the scope is a variation, and we will say so before we start it.

8. Warranty

8.1 We warrant that services are performed with the skill and care to be expected of a competent engineering consultancy, and that manufactured goods conform to the drawing, specification and material we agreed and are free from defects in workmanship and material for twelve months from delivery, six months for consumables and prototypes made to prove a design.

8.2 If goods do not conform, we will, at our option, repair or replace them or refund the price, provided you tell us in writing within the warranty period and give us a reasonable opportunity to inspect. The warranty does not cover wear, misuse, modification, operation outside the agreed conditions, or defects in materials or designs you specified. This is your sole remedy for defective goods.

8.3 A research or test result is reported as measured. We do not warrant that research will reach a particular outcome, that a patent will be granted, or that a design proven at one scale will perform identically at another, unless the quotation says so.

9. Confidentiality

9.1 Each party keeps the other's confidential information confidential, uses it only for the Work, and returns or destroys it on request, for five years after the Work ends and for as long as it remains a trade secret. Neither party names the other in publicity without written consent. These obligations do not apply to information that is public through no fault of the receiving party, was already lawfully held, or must be disclosed by law, in which case the other party is told first where lawful.

10. Liability

10.1 Nothing in these terms limits liability for death or personal injury caused by negligence, for fraud, or for anything that cannot be limited under Indian law.

10.2 Subject to clause 10.1, our total liability under or in connection with any contract, whether in contract, tort, under statute or otherwise, is limited to the amount paid or payable to us under that contract, and neither party is liable to the other for loss of profit, revenue, production, business or goodwill, or for any indirect or consequential loss.

10.3 Where we work on your site or plant, we are not liable for the performance of equipment, processes or structures we did not design or supply, or for consequences of information you gave us that was inaccurate or incomplete.

11. Compliance

11.1 Each party complies with the laws that apply to it, including anti-bribery and anti-corruption laws, export control and sanctions laws, and data protection laws. Each party may end the contract immediately if the other breaches SENZAIT's Anti-Bribery and Anti-Corruption Policy or an equivalent policy of yours that we have agreed to in writing.

12. Suspension and termination

12.1 Either party may end a contract by written notice if the other commits a material breach and does not remedy it within fourteen days of being told, or becomes insolvent. You may end a contract for convenience on thirty days' written notice, paying for Work done and committed costs to the date of termination plus a reasonable margin on work in progress made to your specification.

13. Force majeure

13.1 Neither party is liable for failure or delay caused by events beyond its reasonable control, including natural disaster, epidemic, war, civil disturbance, government action, strike outside its own workforce, or failure of utilities or transport. The affected party tells the other promptly and does what it reasonably can to reduce the effect. If such an event lasts more than ninety days either party may end the contract.

14. General

14.1 Neither party may assign a contract without the other's written consent, not to be unreasonably withheld. We may subcontract parts of the Work and remain responsible for them. Notices are given in writing to the addresses in the quotation. If any term is unenforceable the rest remain in force. No waiver is effective unless in writing. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

15. Governing law and disputes

15.1 These terms and every contract under them are governed by the laws of India. The parties first try to resolve any dispute by discussion between their senior representatives within thirty days of written notice. Any dispute not so resolved is referred to arbitration by a sole arbitrator under the Arbitration and Conciliation Act 1996, seated at Gandhinagar, Gujarat, in English, and the courts at Gandhinagar have exclusive jurisdiction over any matter not subject to arbitration. Either party may seek urgent interim relief from a court.

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