

1. Definitions

For the purposes of these General Terms and Conditions of Sale (GTCS), the following capitalized terms shall have the meanings set forth below:

- GTCS: These General Terms and Conditions of Sale.
- Seller: Subsidiaries of V. MANE FILS in India.
- Buyer: Any individual or legal entity that orders or purchases Products from the Seller.
- Products: Any materials offered or supplied by the Seller to the Buyer.
- Information: Any commercial, financial, technical, or scientific information disclosed by the Seller to the Buyer in connection with the sale of Products. This includes, but is not limited to, technical specifications, formulas, samples, methods, and know-how.
- Party: Refers to either the Buyer or the Seller individually or both collectively. Unless the context indicates otherwise, singular terms also include their plural forms and vice versa.

2. Applicability of the GTCS

These GTCS govern all sales of Products by the Seller. They establish the conditions under which the Seller agrees to supply Products to the Buyer. The Buyer's general terms and conditions of purchase are expressly rejected. Any specific conditions stated by the Buyer in a purchase order or other communication will not override these GTCS unless accepted in writing by the Seller. Unless otherwise specified, the Seller's offer remains valid for thirty (30) days from the date of issuance.

3. Orders

Placing an order with the Seller constitutes the Buyer's acceptance of these GTCS without reservation. Orders become binding only upon written acceptance by the Seller. No modifications are allowed without the Seller's prior written consent, and any approved changes may result in revised pricing and delivery timelines. Orders cannot be canceled. Unless otherwise agreed in writing, the minimum order value is USD 1,000 (excluding taxes) or the equivalent in another currency.

4. Delivery and transfer of risks

Delivery dates stated in the order confirmation are estimates only and not guaranteed. Late delivery does not entitle the Buyer to cancel an order, reject the Products, or claim damages. Unless otherwise stated, delivery follows FCA (Incoterms ICC 2020), meaning that risk of loss or damage passes to the Buyer once the Products are collected by the first carrier at the Seller's premises, plants, or warehouses.

5. Reception of the Products and Claims

Upon receiving the Products, the Buyer must inspect them for conformity. Any discrepancies, shortages, or visible damage must be noted on the transport documents. Claims regarding non-conformity must be submitted in writing within five (5) days of delivery. Failure to do so constitutes irrevocable acceptance of the Products. For hidden defects not immediately noticeable, claims must be submitted within five (5) days of discovery and no later than three (3) months after delivery. Products cannot be returned without the Seller's prior written consent. Claims are invalid once Products have been transferred, resold, or processed.

6. Prices

All prices are net and exclusive of VAT or any other applicable taxes, customs duties, delivery, and insurance costs. Unless otherwise agreed, prices are quoted in US Dollars FCA (Incoterms ICC 2020). For staggered deliveries related to a single order or price offers with a limited validity period, the Seller reserves the right to revise previously agreed prices at any time in the event of a substantial increase in the cost of production or materials, or the imposition of, or increase in, tariffs, duties, or other governmental charges applicable to the Products or their raw materials.

7. Payment

Invoices must be paid in full, without any discount, to the Seller's invoicing address via bank transfer in USD for exports or INR for sales within India. Payment is due within thirty (30) days from the invoice date unless otherwise agreed in writing. The Buyer has no right of set-off. In case of late payment, the Seller may suspend further deliveries or demand security. Overdue amounts accrue interest at the Reserve Bank of India rate plus 10 percentage points, along with a fixed collection indemnity of 40 US Dollars.

8. Retention of title

The Products remain the Seller's property until full payment of the purchase price and all associated costs. In the event of overdue payment, the Seller reserves the right to repossess the Products at the Buyer's expense, without waiving its right to claim damages.

9. Warranty

The Seller warrants that the Products conform to its technical specifications. All other warranties, express or implied, including those of merchantability or fitness for a specific purpose, are excluded. Warranty claims are void if:

- The claim is not submitted per Clause 5.
- The Products have been transferred, resold, processed, or misused.
- The Buyer fails to store or handle the Products according to the Seller's instructions.

If the Seller acknowledges non-conformity or defect, it may, at its discretion, replace or reimburse the defective Products. This is the Buyer's sole remedy.

10. Purpose and preservation of the Products

Products are intended solely for integration into the Buyer's final products. The Buyer may not resell or repackage them without the Seller's prior written consent. Ensuring compliance with applicable regulations in the market of sale is the Buyer's responsibility. The Seller is not liable for the suitability of the Products for the Buyer's intended use. The Buyer must handle and store the Products as per the Seller's guidelines.

11. Liability

The Seller is not liable for special, indirect, incidental, punitive, or consequential damages, including but not limited to loss of use, profits, or revenue. **THE SELLER'S TOTAL LIABILITY IS LIMITED TO THE VALUE OF THE ORDER GIVING RISE TO THE CLAIM.**

12. Intellectual Property

All intellectual property rights related to the Products, including patents, trademarks, know-how, and copyrights, remain exclusively with the Seller. No rights are transferred to the Buyer. The Buyer may use the Products solely to manufacture and market its final products. The Buyer may not seek intellectual property protection for any information, inventions, or technologies disclosed by the Seller.

13. Confidentiality

The Buyer must keep all Information strictly confidential, refrain from disclosing it to third parties, and use it only as authorized by the Seller. This obligation remains in effect indefinitely. The Buyer is prohibited, directly and indirectly, from analyzing or reverse engineering Products or samples to determine their composition or manufacturing process. Samples are provided solely for evaluation and cannot be used commercially.

14. Personal data

In accordance with Law No. 78-17 of January 6, 1978, as amended, and General Data Protection Regulation 2016/679 of April 27, 2016, the Seller, as the data controller, processes personal data related to the Buyer to manage trade relations for the supply of Products. Data is retained only for the necessary period. For further information or to exercise data protection rights, the Seller's data protection officer may be contacted at dpo@mane.com.

15. Force Majeure

The Seller shall not be liable for failure to fulfill its obligations due to force majeure events, including but not limited to strikes, lockouts, equipment breakdowns, epidemics, raw material shortages, subcontractor or supplier delays, or significant increases in labor or raw material costs. The Seller's obligations are suspended for the duration of the force majeure event. If the event lasts more than three (3) months, either Party may terminate the unperformed portion of the order.

16. Export Control

Products may be subject to applicable export control laws and regulations and executive orders, including export regulations of the European Union and the United States Export Administration Regulations. The Buyer therefore undertakes (i) to comply with all such applicable laws and regulations and executive orders, and (ii) not to sell, resell, export or re-export Products, directly or indirectly, to any individual or entity in violation of the same. The Buyer also represents that it is not a sanctioned entity, or owned or controlled by, or acting on behalf of any person or entity subject to sanctions, under applicable laws and regulations and executive orders of the United States, the European Union, or any other country and/or authority. The Buyer shall be fully liable and shall indemnify the Seller against any claims, damages or losses suffered by the Seller resulting from a breach of such obligations by the Buyer, as well as all costs and expenses incurred by the Seller arising from such a breach.

17. Assignment or Transfer

The Buyer may not assign or transfer any of its rights or obligations under these GTCS without the Seller's prior written consent.

18. Miscellaneous

Failure by the Seller to enforce any of its rights shall not constitute a waiver of those rights in the future. If any provision of these GTCS is deemed illegal or unenforceable, the remaining provisions shall remain in full effect.

19. Languages

In case of any conflict between the English version of these GTCS and any translation, the English version shall prevail.

20. Applicable Law and Jurisdiction

For sales outside India, French law governs these GTCS, and disputes fall under the exclusive jurisdiction of the Courts of Nice, France.

For sales within India, Indian law applies, and disputes are subject to the exclusive jurisdiction of the Courts of Mumbai, India.