1. Scope and Contract Hierarchy

1.1 These General Terms and Conditions ("GTC") apply to all quotations, offers, sales, deliveries, services and related transactions of Freudenberg-NOK Private Limited ("FNI", "we", "us") with customers acting in the course of business ("Customer"), whether the delivery is domestic or cross-border.

1.2 These GTC apply to future transactions with the same Customer unless otherwise agreed in writing.

1.3 These GTC apply exclusively. Any Customer terms, including terms embedded in purchase orders, portals or automated procurement systems, are rejected unless expressly accepted by an authorised FNI representative in writing. System clicks, acknowledgements, shipment or performance do not by themselves constitute acceptance of Customer terms.

1.4 The order of precedence is: (a) an individually negotiated written agreement signed by authorised representatives; (b) FNI order confirmation; (c) an agreed specification expressly incorporated into the order; (d) these GTC; and (e) the Customer order solely for commercial particulars not inconsistent with the foregoing.

1.5 Notices and legally relevant communications may be made in writing or by electronically reproducible text, subject to mandatory formalities under applicable law.

1.6 If any provision is invalid or unenforceable, the remainder shall continue in effect to the maximum extent permitted by applicable law.

2. Offer, Order and Contract Formation

2.1 FNI quotations are non-binding unless expressly stated otherwise. A Customer order is an offer capable of acceptance by FNI within twenty-one (21) days, unless another period is stated. A contract arises upon FNI's written order confirmation or, if no confirmation is issued, when FNI commences performance or dispatches the delivery.

2.2 Only authorised representatives may amend or supplement a contract. Oral statements do not bind FNI unless confirmed in writing by an authorised representative.

2.3 Catalogues, drawings, samples, calculations, performance data and other technical or commercial information are indicative unless expressly incorporated as a contractual specification.

2.4 FNI retains ownership and intellectual property rights in its quotations, concepts, designs, drawings, calculations and documents. They shall not be disclosed, reproduced or used beyond evaluation or performance of the contract without prior written consent.

2.5 For call-off or blanket orders, FNI may procure materials and plan capacity against the Customer's binding releases, forecasts or agreed commitments. Cancellation or change costs reasonably incurred by FNI shall be borne by the Customer to the extent permitted by law.

2.6 Where an Incoterm® is agreed, Incoterms® 2020 shall apply unless the contract expressly identifies a different edition.

2.7 Unless otherwise stated in FNI's quotation, quoted prices remain valid for thirty (30) days from the quotation date. Any extension, renewal or acceptance after that period is subject to FNI's written confirmation.

2.8 No engineering change, specification change, change in acceptance criteria, quantity, delivery pattern, packaging, destination, law or regulatory requirement requested by the Customer shall bind FNI unless agreed in writing. The Customer shall bear the resulting reasonable price, tooling, inventory, validation, obsolescence and timing impact.

3. Samples, Prototypes and Tooling

3.1 Samples, prototypes, test parts, gauges, tools, dies, moulds and fixtures may be charged separately unless otherwise agreed.

3.2 Title to tooling shall be as expressly agreed in writing. Payment of tooling costs alone shall not transfer title unless the contract expressly so provides. FNI may retain physical possession of tooling required for production, subject to the agreed ownership, use and return or disposal terms.

3.3 Customer-owned tooling in FNI's possession shall be used for the agreed programme and maintained with reasonable care. Extraordinary repair, modification, relocation, storage after programme end and disposal costs shall be allocated as agreed in writing.

3.4 Tools fully paid for by the Customer shall become Customer property only where expressly agreed in writing and after full payment. Notwithstanding ownership, tools containing FNI proprietary materials, know-how or process technology shall remain in FNI's custody unless FNI agrees otherwise in writing.

3.5 The Customer shall have no right to access, remove or transfer tooling while any amount relating to the tooling, Products or programme remains unpaid, or where removal would disclose or compromise FNI proprietary materials or disrupt outstanding production obligations.

3.6 Upon programme completion or termination, the Customer shall provide written disposal, storage or transfer instructions within ninety (90) days of FNI's request. FNI may charge reasonable storage and handling costs thereafter and, subject to applicable law and further notice, dispose of abandoned tooling.

4. Product Requirements and Use

4.1 The contractual requirements are limited to specifications, drawings, releases, samples and performance characteristics expressly agreed in writing. The Customer is responsible for communicating the intended application, operating environment and all safety-critical or regulatory requirements before contract conclusion.

4.2 The Customer shall validate the suitability of the delivery for its intended system and use. FNI may make minor changes in materials, process or design that do not materially impair agreed fit, form or function, subject to any agreed change-control requirement.

4.3 Instructions relating to storage, handling, assembly, installation, testing, operation or maintenance shall be followed. Applicable legal requirements and agreed industry or customer-specific standards apply only to the extent relevant to the delivery and expressly agreed or mandatory in the market concerned.

4.4 Unless expressly approved by FNI in writing before contract conclusion, deliveries are not released for nuclear or medical-device applications or other applications presenting exceptional risk to life, health or safety. Any brand- or product-specific application restriction notified by FNI remains applicable.

4.5 The Customer shall promptly communicate regulatory, homologation, certification, product-safety, cybersecurity, environmental, labelling and traceability requirements applicable to its intended end product or market where these requirements may affect FNI's delivery.

5. Delivery, Risk and Acceptance

5.1 Delivery dates and quantities are governed by the contract and accepted schedules. Unless expressly agreed as fixed, delivery dates are estimates and depend upon timely Customer cooperation, approvals, information and agreed advance payments.

5.2 The applicable delivery term and named place shall be stated in FNI's order confirmation. In the absence of an expressly agreed delivery term, delivery shall be FCA FNI facility identified in the order confirmation, Incoterms® 2020.

5.3 Risk transfers in accordance with the agreed Incoterm®. Title is governed separately by Clause 11 and applicable law.

5.4 Partial deliveries are permitted where commercially reasonable unless expressly excluded. Each partial delivery may be invoiced separately.

5.5 If performance is prevented or materially delayed for reasons beyond FNI's reasonable control, including supplier failure not caused by FNI, shortage of raw materials or Customer-nominated source constraints, FNI may reasonably extend delivery dates, allocate available supply, or terminate the affected portion if performance remains unavailable, subject to Clause 8 and mandatory law.

5.6 If the Customer delays acceptance, collection, instructions or other cooperation, FNI may store the goods at the Customer's risk and expense and recover reasonable resulting costs.

5.7 If FNI reasonably identifies a material deterioration in the Customer's creditworthiness, non-payment, insolvency or analogous proceedings, FNI may suspend performance, require advance payment or adequate security, or exercise other rights available under the governing law, subject to mandatory insolvency restrictions.

5.8 FNI shall determine routing, carrier, shipment method and packaging where the Customer has not timely supplied complete written instructions. Additional costs caused by special routing, expedited transport or Customer-requested packaging shall be borne by the Customer.

5.9 Unless expressly excluded in the Order, the Customer shall accept and pay for commercially reasonable production quantity variations of up to plus or minus ten percent (±10%), particularly for customised or batch-manufactured Products.

6. Inspection, Warranty and Remedies

6.1 The Customer shall inspect deliveries promptly after receipt in accordance with commercially reasonable practice. Apparent defects shall be notified without undue delay and, where permitted by applicable law, no later than three (3) working days after discovery. Latent defects shall be notified without undue delay after discovery.

6.2 FNI is not responsible for defects resulting from Customer designs or instructions, normal wear, improper storage, handling, installation, operation, maintenance, modification, misuse, use outside agreed limits, unsuitable system interfaces or third-party intervention not attributable to FNI.

6.3 For a substantiated defect, FNI may, at its option and within a reasonable period, repair, replace or re-perform the affected delivery. The Customer shall provide reasonable access and preserve affected parts for investigation. Unilateral sorting, rework, recall or third-party repair costs require FNI's prior written approval except where immediate action is reasonably necessary to address an imminent safety risk.

6.4 If FNI's remedy fails after reasonable opportunity, the Customer may exercise the remedies available under the governing law, subject to Clause 7. No remedy extends to losses excluded under Clause 7.

6.5 Samples, prototypes and development parts are supplied for evaluation and validation and, except for expressly agreed characteristics or mandatory law, are not warranted as series-production goods.

6.6 Unless a longer period is expressly agreed or mandatory law requires otherwise, contractual defect claims must be notified within twelve (12) months from delivery or acceptance, as applicable. This contractual period does not shorten any period that cannot lawfully be shortened.

6.7 Products may be returned only with FNI's prior written return material authorization and in accordance with FNI's return instructions. Unauthorized returns may be refused or returned at the Customer's risk and expense.

6.8 A repaired or replaced Product is warranted only for the remainder of the original warranty period or ninety (90) days from repair or replacement, whichever is longer, unless mandatory law requires otherwise.

6.9 Technical advice, calculations, recommendations and assistance not expressly included as a paid contractual service are provided in good faith, without separate warranty, and do not relieve the Customer from its own testing, validation and system-level responsibility.

7. Liability

7.1 Nothing in these GTC excludes or limits liability to the extent such exclusion or limitation is prohibited by the governing law, including liability arising from fraud, wilful misconduct or other non-excludable statutory liability.

7.2 Subject to Clause 7.1, FNI shall not be liable for loss of profit, revenue, business, contracts, production, anticipated savings, goodwill, data, or for indirect, incidental, special, exemplary or consequential loss, regardless of the legal theory asserted, to the fullest extent permitted by law.

7.3 Subject to Clause 7.1, FNI's aggregate liability arising out of an Order shall not exceed thirty percent (30%) of the net amounts paid or payable to FNI under the affected Order during the twelve (12) months preceding the event giving rise to the claim. Where applicable law does not permit this limitation in a particular respect, liability shall be limited to the maximum extent permitted.

7.4 FNI shall not be responsible for claims to the extent caused or increased by the Customer, its affiliates, its customers, Customer-specified design or materials, or failure to follow FNI instructions or mitigation obligations.

7.5 The Customer shall not extend warranties, remedies or liabilities on FNI's behalf to third parties without FNI's written consent.

7.6 Each party shall defend and indemnify the other against third-party claims for bodily injury, death or tangible property damage to the extent directly caused by its defective design for which it is responsible, manufacturing defect, inadequate instructions or warnings, negligence or wilful misconduct. The indemnified party shall give prompt notice, reasonable cooperation and control of the defence to the indemnifying party, which shall not settle any claim imposing an admission or non-monetary obligation on the indemnified party without prior consent.

7.7 If an actual or potential product recall, field action or safety campaign may involve FNI Products, the Customer shall notify FNI promptly, preserve relevant evidence and provide FNI a reasonable opportunity to participate in root-cause analysis, regulatory communications and determination of scope and remedy. Costs shall be allocated according to proven responsibility, causation, mitigation and the reasonableness of the action taken. The Customer shall not charge FNI for a recall or field action undertaken without such participation, except where immediate action is legally required to address an imminent safety risk.

8. Force Majeure

8.1 "Force Majeure" means an event or circumstance beyond the reasonable control of the affected party, not reasonably foreseeable at contract formation and whose effects could not reasonably be avoided or overcome, including natural disaster, war, terrorism, epidemic or pandemic measures, governmental action, embargo or sanctions, labour disruption, utility or transport interruption, cyber incident not caused by failure to implement legally required safeguards, and material shortage or upstream supply interruption.

8.2 The affected obligations are suspended for the duration and extent of Force Majeure. The affected party shall notify the other party within a

reasonable time and use commercially reasonable efforts to mitigate the effects.

8.3 FNI may allocate constrained production or materials among customers on a reasonable basis. If Force Majeure continues for more than one hundred twenty (120) consecutive days and materially defeats the purpose of the affected Order, either party may terminate the affected portion by written notice without liability other than obligations accrued before termination.

9. Prices, Taxes and Payment

9.1 Prices are in the currency stated in FNI's quotation or order confirmation and exclude taxes, duties, levies, freight, insurance and packaging unless expressly stated otherwise. The Customer shall bear applicable indirect taxes and import charges except taxes imposed on FNI's net income.

9.2 FNI may adjust prices for material and unforeseen increases in raw materials, energy, labour, freight, duties, tariffs, exchange-related import cost or regulatory cost affecting continuing or future deliveries, subject to applicable law and any agreed price-adjustment mechanism.

9.3 Invoices are payable on the due date stated in the invoice or order confirmation without set-off or deduction except as permitted by Clause 10 or mandatory law. Payment is effective when cleared funds are received in FNI's designated account.

9.4 Overdue sums bear interest at the lower of (a) one percent (1%) per month and (b) the maximum lawful rate, from the due date until payment, without prejudice to any higher mandatory statutory entitlement available to FNI.

9.5 Each party shall provide commercially reasonable tax documentation required for the transaction. Where withholding is legally required, the Customer shall remit it to the competent authority and promptly provide valid evidence. The parties shall cooperate in good faith regarding lawful treaty or statutory relief.

9.6 The Customer shall reimburse reasonable external collection costs, court fees and legal fees incurred by FNI in recovering overdue undisputed amounts, to the extent permitted by applicable law.

9.7 If shipment is delayed at the Customer's request or due to the Customer's failure to accept delivery, FNI may invoice when the Products are ready and charge reasonable storage, handling, insurance and preservation costs.

10. Assignment, Set-off and Retention

10.1 The Customer may not assign or transfer the contract or material rights under it without FNI's prior written consent, except where mandatory law provides otherwise. FNI may assign receivables or transfer the contract to an affiliate as part of a reorganisation, financing or transfer of the relevant business, subject to applicable law.

10.2 The Customer may set off or withhold payment only for claims that are undisputed, finally adjudicated, or where such restriction is prohibited by mandatory law.

11. Title and Security

11.1 To the fullest extent permitted by the governing law, title to goods remains with FNI until the purchase price for those goods has been paid in full. Risk may pass earlier under Clause 5.

11.2 Where retention of title is not recognised or requires registration, perfection or other formality, the Customer shall, to the extent lawful, reasonably cooperate with FNI to create or perfect an equivalent security interest securing unpaid purchase price.

11.3 Until title passes, the Customer shall protect the goods, keep them identifiable where reasonably practicable, and shall not create security over them inconsistent with FNI's rights. Ordinary-course processing or resale is permitted unless FNI withdraws such permission following material payment default, subject to applicable law.

12. Claims and Limitation

12.1 Contractual claim-notification and warranty periods are set out in Clause 6.6. Any statutory limitation or prescription period, including rules on its commencement, suspension or extension, is governed by the applicable law and shall not be contractually shortened where the law prohibits such shortening.

12.2 The Customer shall provide reasonably detailed written notice of any claim, including the factual basis and available supporting evidence, as soon as reasonably practicable after becoming aware of it. Failure to do so shall affect the claim only to the extent permitted by applicable law and FNI is materially prejudiced by the delay.

13. Third-Party Rights and Customer Specifications

13.1 Where FNI manufactures or supplies according to Customer drawings, data, samples, software, specifications or instructions, the Customer warrants that their authorised use by FNI does not infringe third-party intellectual property or violate applicable law.

13.2 The Customer shall defend and indemnify FNI from third-party claims arising from Customer-provided designs, specifications or instructions, to the extent caused by those inputs, provided FNI gives reasonable notice and cooperation. FNI shall not settle a claim imposing non-monetary obligations on the Customer without consent, not to be unreasonably withheld.

13.3 FNI retains all background intellectual property and know-how. No licence is granted except the limited rights necessarily implied for the Customer to use the delivered goods for the contractually agreed purpose.

13.4 If a third party alleges that a Product designed by FNI infringes an intellectual property right enforceable in the agreed country of delivery, FNI may, at its option, procure a right of use, modify or replace the Product, or refund the net price paid for the affected Product against its return. This obligation does not apply to claims arising from Customer specifications, combinations not supplied by FNI, Customer modification, or use outside the agreed purpose.

13.5 The remedies in Clause 13.4 are the Customer's exclusive contractual remedies for third-party intellectual property infringement, subject to non-excludable liability and Clause 7.

14. Confidentiality

14.1 Each party shall protect confidential technical, commercial and business information received from the other party using at least reasonable care and shall use it only for the contract and related business relationship.

14.2 Confidentiality does not apply to information that the receiving party can demonstrate was lawfully known without restriction, independently developed, lawfully received from a third party, or publicly available other than through breach. Disclosure required by law or competent authority is permitted, subject where lawful to prior notice.

14.3 The Customer shall not reverse engineer, decompile, disassemble or analyse non-public samples, prototypes, materials or products supplied by FNI except to the extent such restriction is prohibited by mandatory law or FNI has expressly consented in writing.

14.4 Confidentiality obligations survive termination for five (5) years, while trade secrets shall remain protected for so long as they qualify for protection under applicable law.

15. Compliance, Trade Controls and Responsible Business

15.1 Each party shall comply with laws applicable to its performance, including applicable anti-bribery, anti-corruption, competition, sanctions, export-control, customs, human-rights, labour, environmental, data-protection and product-compliance laws.

15.2 The Customer shall not sell, export, re-export, transfer or use FNI deliveries in violation of applicable sanctions or export-control laws. FNI may suspend or cancel affected performance if a required licence or approval is denied, delayed or unavailable, or if performance would expose FNI or its affiliates to a violation of applicable trade-control law.

15.3 The Customer shall provide end-use, end-user, destination, classification and other reasonably requested compliance information. FNI may require contractual safeguards against prohibited diversion where relevant to the transaction.

15.4 Nothing in these GTC requires a party to take an action that would violate a law applicable to that party. Where different jurisdictions impose conflicting requirements, the parties shall cooperate in good faith to identify a lawful performance route without obliging either party to breach applicable law.

15.5 The Customer shall maintain proportionate due-diligence procedures addressing human rights, labour, environmental and supply-chain risks applicable to its operations and supply chain, and shall provide reasonable compliance information requested by FNI where legally required or contractually justified, subject to confidentiality, data-protection and trade-secret safeguards.

15.6 No compliance-related document request or audit grants access to unrelated confidential information, trade secrets, personal data or third-party restricted information. Any audit must be proportionate, during normal business hours, on reasonable prior notice and subject to appropriate confidentiality obligations, unless mandatory law requires otherwise.

16. Governing Law and Dispute Resolution

16.1 The governing law and dispute-resolution mechanism shall be the law and forum stated in the applicable FNI quotation, order confirmation, country schedule or individually negotiated agreement.

16.2 If no governing law or forum is stated, these GTC and the contract shall be governed by the laws of India, excluding conflict-of-law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

16.3 If Clause 16.2 applies, disputes not resolved amicably within thirty (30) days after written notice of dispute shall be finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, as amended. The tribunal shall consist of one arbitrator jointly appointed by the parties. The seat and venue shall be Chennai,Tamil nadu India, and the language shall be English. Courts at Chennai, Tamil nadu shall have jurisdiction for interim and supervisory relief to the extent permitted by law.

16.4 Nothing prevents FNI from seeking urgent interim, conservatory or injunctive relief from a competent court, particularly for intellectual property, confidentiality, tooling or payment-security matters.

17. Local Law, Country Schedules and Mandatory Rights

17.1 These GTC are intended as a global master for B2B use. A country or regional schedule issued by FNI may amend these GTC for local mandatory law, tax, insolvency, product-liability, payment, retention-of-title, dispute-resolution or trade-control requirements. The applicable schedule forms part of the contract and prevails over these GTC to the extent of inconsistency.

17.2 If mandatory law applicable to a transaction requires a different rule, that mandatory rule shall apply only to the extent required; the remaining provisions shall continue in effect.

17.3 Headings are for convenience only. References to “including” are illustrative and not limiting. “Writing” includes electronic text capable of being stored and reproduced, unless mandatory law requires another form.

18. Termination and Survival

18.1 Either party may terminate an affected Order for a material breach not cured within thirty (30) days after written notice, unless the breach is incapable of cure or applicable law permits immediate termination. FNI may suspend or terminate as additionally provided in Clauses 5, 8, 9 and 15.

18.2 Termination does not affect accrued rights or payment obligations. Clauses concerning payment, title and security, liability, intellectual property, confidentiality, compliance, dispute resolution and provisions intended by their nature to survive shall survive termination.

18.3 Upon Customer cancellation or termination other than for FNI’s uncured material breach, the Customer shall pay: (a) all delivered Products and completed services; (b) finished goods, work in progress and non-cancellable or programme-specific materials; (c) unrecovered tooling, development, validation, capital equipment and other programme-specific costs; and (d) reasonable demobilisation, cancellation, storage and supplier termination charges, in each case to the extent reasonably incurred and not avoidable through mitigation.

18.4 FNI may terminate or suspend immediately upon Customer payment default, repudiation, refusal to accept conforming Products, material breach incapable of cure, prohibited trade-control exposure, or insolvency-related event, subject to mandatory law.

19. General Provisions

19.1 FNI and the Customer are independent contractors. Neither party is the agent, partner, joint venturer or legal representative of the other, and neither may bind the other without express written authority.

19.2 No failure or delay in exercising a right constitutes waiver. A waiver is effective only if in writing and only for the specific matter stated.

19.3 The documents identified in Clause 1.4 constitute the entire agreement concerning the relevant Order and supersede prior proposals, discussions and representations concerning that subject matter, without limiting liability for fraud or fraudulent misrepresentation where it cannot lawfully be excluded.

19.4 The Customer shall promptly notify FNI of a direct or indirect change of control that may materially affect credit risk, sanctions exposure, confidentiality, competition or performance. FNI may require reasonable assurance and, where the risk cannot reasonably be addressed, terminate affected Orders on written notice, subject to applicable law.