



RETAILER TERMS AND CONDITIONS OF SALE

These Retailer Terms and Conditions of Sale, including all applicable terms referenced herein, (collectively, this “Agreement”) apply to your purchase (whether from VNC or from a VNC distributor) and resale of Products, unless you have a separate written agreement with VNC that expressly applies to your purchase and resale of such Products. This Agreement does not apply to you if you are buying Products for your own internal end-use.

1. DEFINITIONS

“VNC” means VNC Electrodes and VNC Steel Distributors and any of its direct or indirect affiliate or subsidiary named on your invoice, order confirmation, or other sales documents.

“You” or “your” means the entity that places an order for Products and/or Services with VNC for purpose of resale to an End-User (defined below).

“Third Party Product” means any non-VNC-branded products and products that VNC may distribute. VNC Products and Third Party Products are collectively referred to as “Products”.

“End-User” means any entity or person purchasing or otherwise obtaining Products from you for its/their own internal end-use and not for reselling, distributing, or sub-licensing to others.

By placing your order, you accept and are bound to the terms and conditions of this Agreement.

2. APPOINTMENT

2.1. General. Subject to the terms and conditions of this Agreement and your compliance therewith, you may resell certain Products to End-Users. You shall not market, resell, or use Products other than as expressly permitted in this Agreement. You understand that not all Products may be purchased for resale under this Agreement. Certain activities require that you enter into a separate written agreement with VNC, including but not limited to (i) use of VNC Products to provide services to and on behalf of End-Users, (ii) use of VNC Products to combine with your products or other products to create one unified product (“Bundled Product”) and



marketing and distribution of VNC Products to End-Users as part of the Bundled Product.

2.2. Non-Exclusive. This Agreement is not exclusive. VNC may appoint third parties (including those who may compete with you) to sell or market Products to anyone. VNC may sell or market (whether directly or indirectly through a third party) Products at any price VNC chooses without any obligation or liability to you. This Agreement does not guarantee that you will make any sales of Products.

2.3. Additional Requirements. Your eligibility to resell certain Products may be subject to additional obligations or conditions not outlined in this Agreement, including additional training, specialization requirements, contractual agreements, and other conditions. You agree to provide VNC with information and reports pertinent to your relationship with VNC as may reasonably be requested by VNC.

3. PRICING & TAX

3.1. Pricing. Prices for Products will be communicated to you by letter or by telephonic communication, in addition to VNC invoice relating to such Product. Except as otherwise expressly set forth in VNC's quote, VNC's quoted price is valid till the end of the month in which the quote is generated. Before VNC issues a quote, VNC may require you to provide information concerning the End-User and you agree to provide such information. VNC reserves the right to modify pricing (including quotes) due to shortage of materials or products, increase in costs, pricing or other error, currency and exchange rate fluctuations, or any event beyond VNC's control, without liability to you. Taxes, shipping and handling charges and any government mandated or other regulated environmental disposal surcharges are not included in prices for Products, unless expressly indicated at the time of sale.

3.2. If VNC offers you certain discount off of VNC's standard list price, such discounts do not apply to special product promotions and cannot be combined with other offers.

3.3. Taxes. The charges stated in any VNC quote or invoice will include all duties, levies or any similar charges, including VAT, sales, use, or equivalent taxes. You are responsible for the payment of all taxes and fees assessed or imposed on Products in any geography in which you resell the products to End User. You will defend and indemnify VNC Parties (defined below) from and against any claims, damages, liabilities, losses, costs and expenses (including reasonable legal fees) arising out of or relating to any third-party claim or action relating to tax liabilities that are your responsibility.



3.4. Reseller Pricing. VNC has 'Recommended Consumer Pricelist' for all its products and you hereby agree to resell the products only on the recommended price. The Recommended Consumer Pricelist will be updated as and when VNC considers necessary without any prior information.

4. PURCHASE ORDERS

4.1. Orders. Orders can be given by writing, placed in DealerDirect mobile application or orally to VNC's representatives. If requested by VNC, you shall submit Orders on VNC designated order form(s). All orders and transactions are subject to acceptance or cancellation by VNC, in VNC's sole discretion. Each accepted order will be interpreted as a single agreement, independent of any other orders.

4.2. Shipping, Title and Risk of Loss. Title to Products passes from VNC to you upon shipment to you. Loss or damage that occurs during shipping is your responsibility. Shipping and delivery dates are provided as estimates only and VNC is not responsible for any early or delayed shipment or delivery. VNC may ship parts of an order separately. You must notify VNC within 2 days from the date of your invoice or acknowledgement if you believe any part of your order is missing, wrong, or damaged.

4.3. Cancellation. No given orders can be cancelled at any circumstances without VNC's agreement. VNC is not responsible for pricing, typographical, or other errors in any offer or quote, and reserves the right to cancel any order arising from such errors. In addition, VNC may cancel orders due to shortage of products or materials, increases in the costs of manufacturing, or any event beyond VNC's control.

4.4. No Return. All sales are final. Neither you nor any of your End-Users may return Products to VNC, except as expressly permitted by VNC. Returns will be accepted only to the extent that there is a defect in the product that is verified and agreed by VNC.

4.5. Security Interest. You hereby grant VNC, and VNC hereby retains all of your rights, title, and interest in Products, wherever located, and all replacements or proceeds of the Products, until the invoice for the applicable Products is paid in full, including any late payment fees and costs of collection.

5. INVOICING, AND PAYMENT

5.1. Invoices. VNC may invoice parts of an order separately, or may invoice purchases of Products in one invoice. You agree that all invoices will be deemed accurate unless you advise VNC in writing of a bona fide, material error within four (4) days from the date of such invoice. In the event you advise VNC of a material error, (i) payment of any amounts corrected or modified by VNC in writing will be due, and you shall pay



such amounts, within fourteen (14) days of such correction, and (ii) you shall pay all other amounts by the invoice due date. In the event you withhold payment of any invoiced amounts upon an assertion that such amounts are erroneous, and VNC subsequently concludes that such invoiced amounts are accurate, then you shall pay a late payment fee as described in Article 5.3, from the due date, for such invoiced amounts, until VNC's receipt of those amounts. In no event will you be entitled to offset, defer or deduct any invoiced amounts that VNC determines are not erroneous following the notification process described in this paragraph.

5.2. Payment. Invoices are due and payable before the delivery of physical goods. More time shall be given based on the credit policy VNC has for the retailer (such approval may be revoked without notice from VNC). Payment shall be made in the currency as invoiced by VNC. Payment for Products must be made by cheque, demand draft, wire transfer, electronic funds transfer or some other prearranged payment method accepted by VNC. You shall make payment to VNC for Products to the account indicated by VNC (as may be amended from time to time). Timely payment is of the essence.

5.3. Late Payment. VNC reserves the right to charge you a late payment fee of 18% per month (18% per annum) applied against overdue amounts. In addition, VNC may, without waiving any other rights or remedies to which it may be entitled, take any one or more of the following actions: (a) not accept additional orders from you; (b) seek collection of all amounts due, including reasonable attorney or legal fees, expenses and costs of collection. VNC will have no liability to you or to any End-User for any such suspension or termination or for any refusal of additional orders.

6. WARRANTIES

6.1. Limited Warranty on VNC Products and Services. VNC makes no warranties to you under this agreement. You shall not make any warranty to End-User on VNC's behalf. You are solely responsible for, and you shall indemnify and hold VNC harmless from any claims related to warranties.

6.2. Third-Party Products. Third Party Products may carry a limited warranty from the third-party publisher, provider or original manufacturer of such Third Party Products. VNC is not responsible for fulfillment of any Third Party Product warranty or for problems attributable to the use of Third Party Products.

7. INTELLECTUAL PROPERTY

7.1. Trademarks and Copyrights. The name "VNC" and names of the Products (collectively, "Names") are the properties of VNC and shall not be used without written consent from VNC. The names of Products can be used to identify its availability to



End-Consumers. You shall not use any of the Names for any other purpose, and shall not use any other VNC trademarks, services marks, logos, or copyrighted works, unless and to the extent you are expressly granted such usage rights. You agree to change or correct, at your own expense, any materials or activity that VNC decides is inaccurate, objectionable or misleading, or is a misuse of any of the Names, trademarks, service marks, logos, or copyrighted works. You are prohibited from using VNC's logos, referring to yourself as an authorized reseller of VNC, or creating the impression that VNC is affiliated with you. You shall not claim or imply or create an impression that you and VNC are legal partners or that VNC has sponsored, authorized, approved, or endorsed your business or any offer or marketing, advertising, or promotion thereof in any manner. You will clearly and prominently identify yourself in all your offers and advertising, marketing, and promotional materials. You may not register or use any domain name or business name containing or confusingly similar to any name or mark of VNC's. Additionally, you may not use any Names or VNC marks in search engine advertising, either as a keyword or in advertisements appearing on search engines or in email addresses, without VNC's prior written permission.

7.2. Intellectual Property Ownership and Reservation of Rights. All right, title and interest in and to the intellectual property rights in VNC Products belong solely and exclusively to VNC, VNC Affiliates or their licensors or suppliers, and you have no rights whatsoever in any of the foregoing other than the rights expressly set forth in this Agreement. Nothing in this Agreement or otherwise will be deemed to grant to you an ownership interest in any of the intellectual property rights in or to any VNC Products, in whole or in part.

7.3. Discontinued or Changed Products. VNC reserves the right to revise or discontinue any Product offering at any time without notice to you or the End-User.

8. YOUR RESPONSIBILITIES

In addition to your other obligations set forth in this Agreement, you are responsible for the following:

8.1. End- User Documentation. You will provide each End-User with appropriate invoice for the products and other materials that VNC includes with its shipments of Products to you that is destined for End-User.

8.2. Business Conduct. At all times you shall conduct business in a manner which reflects favorably on the Products, and goodwill and reputation of VNC. In your marketing and sales of Products and Services, you will conduct your business in an ethical manner and avoid any business practices that may be perceived as deceptive, misleading, or otherwise improper. You shall not make any false or misleading



statement concerning VNC or any Products in any of your advertising, marketing or promotional materials or in any content. Furthermore, you shall not make any representations, warranties, or guarantees with respect to the specifications, features or capabilities of VNC Products that are inconsistent with or absent from VNC's published product specifications at www.vncgroup.com. You shall comply with all laws and regulations applicable to your activities in connection with this Agreement, including your marketing and sale of Products and Services.

8.3. At VNC, we are committed to winning business only on the merits and integrity of our products, services and people. We do not tolerate bribery or corruption, regardless of where we are located or where we do business.

9. INDEMNIFICATION

You shall defend and indemnify the VNC Parties against any third-party claim or action resulting from or relating to (a) your failure to obtain or maintain any appropriate license, intellectual property rights, or other permissions, regulatory certifications or approvals associated with any product or other materials you provided; (b) your misuse or modification of any Products or Services; (c) your combination, operation, or use of any of the Products or Services with any Third Party Product, where such combination, operation or use infringes or misappropriates any intellectual property right or trade secret of a third party; (d) your fraud, misrepresentation, gross negligence, willful misconduct, or breach of any provision of this Agreement; or (e) the provision of your own products, or services.

10. LIMITATION OF LIABILITY

10.1 VNC will not be liable for (a) any incidental, consequential, special, indirect, exemplary or punitive damages, (b) loss of revenue, income, profit, savings or business opportunity, (c) business interruption or downtime, (d) lost or corrupted data or software, or (e) loss of use of any products or services. Notwithstanding anything in this agreement or on VNC's web site to the contrary, VNC is not responsible for information or data you provide to us unless you have a separate written agreement to the contrary. VNC does not accept liability beyond the remedies set forth in this agreement.

10.2 VNC's total liability for any and all claims arising out of or related to this agreement or any products or services provided hereunder shall not exceed the aggregate Indian Rupees amount you paid to VNC under this agreement for such products that caused the liability in the previous 12 months prior to such claim for liability. The existence of more than one claim will not increase or otherwise alter these limitations on VNC's liability.



10.3. The foregoing limitations, exclusions and disclaimers shall apply to all claims for damages or liability, whether based in contract, warranty, strict liability, negligence, tort, or otherwise. You agree that these limitations of liability are agreed allocations of risk constituting in part the consideration for VNC's sale of products to you, and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy and even if VNC has been advised of, knew of or should have known of the possibility of such liabilities.

11. EXPORT

11.1 Exports of Products sold to you by VNC are prohibited unless VNC expressly agrees in writing. Nothing in this Agreement shall be construed as authorization by VNC for you to market or resell Products in violation of Article 2.2.

11.2 You shall indemnify, defend, and hold VNC harmless from any claims, causes of action, or legal proceedings (including any investigations or proceedings by a governmental agency or entity) arising out of or in connection with your inaccurate representation regarding the existence of an export license or your violation or alleged violation of any applicable Export Laws, including the violation of this agreement.

12. DISPUTE RESOLUTION

12.1 The parties will attempt to resolve any claim, dispute, or controversy (whether in contract, tort or otherwise, whether pre-existing, present or future) between you and VNC Parties arising from or relating to any purchase of Products, interpretation of Agreement, or the breach, termination or validity thereof, the relationships which result from such written agreements (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), VNC's advertising, or any related purchase (each a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator.

12.2 If the parties are unable to resolve the Dispute through negotiation or mediation within a reasonable time after written notice from one party to the other that a Dispute exists, the Dispute shall be resolved through litigation in courts.

13. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of the courts of Karur, India.

14. MISCELLANEOUS

14.1. Headings, Interpretation and Language. The article headings used herein are for convenience and reference only and are not to be considered in construing or interpreting this Agreement. All references herein to “Articles” will be deemed references to articles of this Agreement. The words “include” and “including”, and other variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words “without limitation”.

14.2. Independent Contractors. No provision of this Agreement will be deemed to create an association, trust, partnership, joint venture or other entity or similar legal relationship between you and VNC, or impose a trust, partnership, or fiduciary duty, obligation, or liability on or with respect to such entities. You and VNC are independent contractors. Neither party will make any representations or warranties, or assume any obligations, on the other party’s behalf. Neither party is or will claim to be a legal representative, franchisee, agent or employee of the other party.

14.3. Audit and Record-Keeping. You will maintain accurate and legible accounting books and records for a period of three years concerning the sale of Products. You will cooperate with VNC and will grant to VNC, or its designee, access to and copies of, any information requested by VNC to verify compliance with the terms of this Agreement.

14.4. No Third Party Beneficiaries. Except as otherwise expressly provided herein, nothing in this Agreement is intended to, or will be deemed or construed to, create any rights or remedies in any third party.

14.5. Limitation Period. Neither party may institute any action in any form arising out of this Agreement more than two (2) years after the cause of action has arisen, or in the case of non-payment, more than two (4) years from the date of last payment.

14.6. Assignment; Subcontracting. You shall not assign this Agreement, in whole or in part, whether by operation of law, merger or stock or asset sale, or otherwise, without the prior written consent of VNC. Any attempt to assign this Agreement without VNC’s written consent will render the purported assignment null and void.

14.7. Force Majeure. VNC shall not be liable to you for any delays or failure to perform any of its obligations under this Agreement during any period in which such performance is delayed or prevented by circumstances beyond its reasonable control including fire, flood, war, embargo, strike, riot or the intervention of any governmental authority.



14.8. Waiver. Failure by VNC to enforce any provision of this Agreement will not operate or be construed as a waiver of any future enforcement of that or any other provision of this Agreement. No waiver will be effective against VNC unless in writing and signed by an authorized representative of VNC.

14.9. Severability. If any provision of this Agreement is declared or found to be illegal, invalid or unenforceable, then such provision will be stricken or modified to the extent necessary to make it legal, valid, and enforceable while preserving the parties' original intent to the maximum extent possible. The remaining provisions of this Agreement will remain in full force and will not be terminated.

14.10. Entire Agreement. This Agreement (including all online terms referenced herein) constitutes the entire integrated agreement between you and VNC regarding its subject matter, and supersedes all prior or contemporaneous, written or oral understandings, communications or agreements between you and VNC regarding such subject matter. This Agreement may not be altered, supplemented or amended by you via the use of any other document(s) unless otherwise agreed to in a separate written agreement signed by an authorized representative of VNC. Any use of your pre-printed forms, such as purchase orders, are for convenience only, and any pre-printed terms set forth therein that are in addition to, inconsistent or in conflict with the terms of this Agreement shall be given no force or effect.

14.11. Agreement Updates. VNC reserves the right to update this Agreement (including all applicable terms referenced herein) at any time, effective upon posting an updated version of the Agreement to the VNC website at www.vncgroup.com/tc. You shall monitor the revision date/version number, and any change to its posted date/version number will be deemed notice to you that the terms have been updated.

14.12. Notices. Any notice to VNC regarding this Agreement must be in writing and sent by postage to the address below:

VNC Electrodes (or) VNC Steel Distributors (as in documentation)
Industrial Estate, S. Vellalapatti,
Karur 639004
Tamil Nadu, India.

Notice from VNC may be sent to you by postage to the address and contact information provided by you to VNC in connection with this Agreement.

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For any clarifications, please write to info@vncgroup.com.

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