

General Terms and Conditions of delivery and payment of Basler India Private Limited
formerly known as Alpha Techsys Automation India Pvt. Ltd.

A. General Terms and Conditions

B. Additional Terms and Conditions for the sale of software products and/or services with digital elements or other digital content

A. General Terms and Conditions:

§ 1 General Provisions

1. These General Terms and Conditions of delivery and payment (hereinafter: **"GTC"**) shall apply to all business relationships of Basler India Private Limited formerly known as **Alpha Techsys Automation India Pvt. Ltd.**, having its registered office at 303, Crystal Royals No. 39/11, Dalvi Nagar Katraj-Narhe Road, Ambegaon Bk, Katraj, Pune – 411046, Maharashtra, India (hereinafter: **"Basler India"**) towards
 - a) a person who, at the time of conclusion of the contract, is acting in execution of his commercial or self-employed trade or business activity (hereinafter: **"Merchant"**) and/or
 - b) legal entities under applicable law,hereinafter collectively: **"Customer"**, regarding the sale and/or delivery of movable goods, irrespective of whether Basler India manufactures the goods itself or purchases them from suppliers (**"Goods"**), consulting and other service offerings (hereinafter: **"Service Offerings"**) as well as work performances (Service Offerings and work performances and Goods hereinafter collectively: **"Services"**), irrespective of whether the Customer places orders via Basler's webshop on the website operated at the URL (<https://www.baslerweb.com>) (hereinafter: **"Webshop"**) or otherwise in writing or verbally. Both Basler India and Customer are to be referred as **"Party"** in individual capacity and collectively as **"Parties"**.
2. For the avoidance of doubt, in the event of any inconsistency or conflict with any written agreement/ contract executed between Basler India and Customers, the terms of the applicable contract shall supersede and prevail over these GTC to the extent of such inconsistency. It is clarified that the Goods manufactured or supplied by Basler India are for the resale to business customers only (B2B) and are not suitable for distribution to end domestic consumers. Business customers shall mean such legal entity/ persons, who shall use the Goods supplied for only business purposes.
3. Unless otherwise agreed, these GTC shall apply in the version valid at the time of Basler India's acceptance of the Customer's order or, in any case, in the version last communicated to the Customer in text form (publicly available at the URL www.baslerweb.in) as framework agreement also for similar future contracts without Basler India having to refer to them again in each individual case.
4. These GTC shall apply to all transactions between Basler India and Customer and shall supersede and prevail over any terms and conditions proposed, referenced or relied upon by the Customer, whether in a purchase order, confirmation, correspondence or otherwise. Any deviating,

conflicting or additional terms of the Customer shall not apply unless expressly agreed in writing by Basler India. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

5. The Goods are not specifically designed, manufactured or designated for sale as parts, components or structural parts for the planning, construction, servicing or direct operation of automotive, aeronautical, nuclear and medical equipment or mass transport means. The Customer will bear the sole responsibility where Goods and other Services acquired by the Customer from Basler India or any distributors are used for these purposes. The Customer will inform its own customers of this upon resale of the products.
6. A written contract or written confirmation by Basler India will exclusively govern the subject matter and valid individual agreements.
7. Legally relevant declarations and notifications by the Customer with regard to these GTC and accepted orders governed by these GTC (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these GTC shall include written and text form (e.g. letter, e-mail, fax). Nothing herein shall affect any applicable statutory form requirements or the right to require further proof, particularly where there are reasonable doubts regarding the authority or legitimacy of the declarant.

§ 2 Conclusion and amendment of contract

1. To place orders via the Webshop, the Customer must first register at the URL www.baslerweb.com. By registering, they confirm that they are Customers within the meaning of these GTC. After successful registration, and perusal of products along with price lists on the web shop, the Customer may submit an Order by selecting the Goods to be ordered, adding it to the shopping cart using the "Add to Cart" button, and submitting the purchase order using the "Order Now" button. Before submitting the purchase order, the Customer shall be obliged to accept these GTC by clicking on the button "I've read and accept the Terms & Conditions.*".
2. In case the Customer wishes to issue any purchase order to Basler India, not using the business to business (B2B) webshop, it can do so by the issuance of written purchase orders to Basler India through email and post. Such written orders shall contain details of the Goods/ Services required by the Customer, along with any product number, quantity, model type, as the case maybe, upon perusal of any valid timebound offers/ quotes or pricelists issued by Basler India.
3. All offers/ quotes and price lists issued by Basler India are subject to change and non-binding and shall only become binding and accepted once Basler India has confirmed the purchase order/ web shop digital order issued by the Customer (**"Order"**) after the reference to offers/ quotes and price lists issued by Basler India. This shall also apply if Basler India has provided the Customer with catalogue, technical documentation (e.g., drawings, plans, calculations, references to DIN standards), other product descriptions, or documents including in electronic form to which Basler India reserves ownership rights and copyrights. A

reference to standards or agreed specifications alone shall merely constitute a more detailed description of the Goods or Services and shall not constitute a guarantee of characteristics. Basler India reserves the right to change information in the technical documentation at any time pertaining to its Goods or Services. At the request of Basler India, any documents issued by Basler India to potential Customers must be returned to Basler India if no contract is concluded between the Customer and Basler India.

4. The Order placed by the Customer shall be deemed to be a binding contractual offer. Unless otherwise stated in such Offer, Basler India shall be entitled to accept this contractual offer within 10 (ten) business days of receipt by Basler India by way of sending a written confirmation of the Order or shipping the Goods or executing the Order. The Customer may withdraw from the accepted Order as confirmed by Basler India in writing or through Basler India's action of delivery, only with the prior written consent of Basler India. Unilateral withdrawal from an accepted Order by the Customer shall not be valid.
5. In all other respects, the Customer's Orders, in whatever form, shall only be binding upon Basler India and the contract shall only be concluded if and to the extent that Basler India has issued a confirmation of the Order in writing or in text form (text form shall include fax, e-mail or Electronic Data Interchange (EDI)) or renders the Service or delivers the goods.
6. All amendments and additions to these GTC and/or any contract between the Parties must only be made in written form, unless expressly stated otherwise in these GTC.

§ 3 Shipment, Transfer Of Risk And Acceptance of Goods

1. Unless otherwise agreed to in writing, Basler India's delivery shall be made Ex-works (Incoterms 2020) at the registered office of Basler India in Pune, India.
2. The risks of loss or deterioration shall pass to the Customer upon delivery of the Goods, as the case maybe, to the Customer, carrier, forwarding agent or other transporting person, including Basler India's own resources or vehicles, even if partial deliveries are being made or other Services have been accepted. The same shall apply for free delivery. In such event, Basler India shall assume liability for direct damage in transport limited to the respective gross value of the Goods, should such damage have been caused by Basler India's own transporting persons. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. Handover or acceptance shall be deemed to have occurred automatically, if the Customer is in default of timely acceptance of the delivery for the Goods.
3. If the shipment or handover is delayed due to circumstances for which the Customer is responsible, the risk of loss or deterioration shall pass to the Customer upon notification of readiness for shipment. From this point onwards, deliveries will be stored and insured at the Customer's expense and risk. This shall also apply in cases in which the Customer has not named the recipient of the Goods or another requested place of handover, even after 30 (thirty) days after conclusion of the contract, or has not done so in a timely manner, thereby violating their obligations to cooperate with Basler India for making delivery of Goods/ Services.

4. The Customer shall be obliged to accept the deliveries within 8 (eight) days of receipt of the notification of readiness for shipment. The Customer shall not unjustifiably reject acceptance of the deliveries. The refusal of acceptance shall be unjustified if, for example, such refusal is based on the presence of a minor defect.

All other legal requirements for default of acceptance shall remain unaffected. In the event of non-acceptance, Basler India may exercise its statutory rights.

5. The Customer shall be obliged to accept partial deliveries of reasonable volume. Basler India at its sole discretion is and shall be at liberty to make partial deliveries of Goods or provide partial Services, at a time, and to issue partial invoices along with applicable taxes to the Customer.
6. If the Customer is in default of acceptance, fails to cooperate, or if delivery is delayed for other reasons for which the Customer is responsible, Basler India shall be entitled to demand compensation for the resulting damage, including reimbursement of additional expenses (e.g., storage/warehousing costs). If Basler India demands compensation for the Customer's default of acceptance, this shall amount to 15% of the purchase price. Basler India reserves the right to claim damages in excess of any amount stipulated or indicated herein, to the extent permitted under applicable law, and further reserves all rights, remedies and entitlements available to it under applicable statutory law, particularly the right to withdraw from the contract. Higher compensation shall be set if Basler proves further damages.
7. The Customer must notify Basler India in writing of any damages in transport or short supply without undue delay, at the latest within 3 (three) days of receipt of the Goods, even if Basler India is not responsible for the transport. All damages in transport or short supply must be documented in detail, including photos. A signed and stamped declaration stating reason for such damage shall also be provided from the Customer's carrier. The Customer shall also take all measures to claim and hold the carrier liable for the protection of all rights of Basler India. Any damaged Goods must be stored safely and sealed in their original packaging.

§ 4 Delivery periods and delay in delivery

1. Specified delivery periods and dates are generally non-binding and only binding if this is expressly agreed in writing by Basler India.
2. Adherence to agreed delivery periods and dates is contingent upon the Customer fulfilling their contractual obligations in a timely manner. Delivery periods shall commence upon conclusion of the contract, however not before the Customer has provided the necessary documents, drawings, approvals, and other formalities, before import, export, transit, and payment authorizations have been obtained, and before any agreed advance payments and securities have been provided.
3. The delivery period will also be met if the notification of readiness for shipment has been sent by Basler India to the Customer before expressly agreed delivery timeline expires. Where a specific date has been agreed instead of a delivery period, such date shall be equivalent to the last day of a delivery period.

4. All performance obligations of Basler India are furthermore subject to timely and correct self-delivery. In the event of late or incorrect self-delivery through no fault of its own, Basler India shall be entitled to postpone delivery for the duration of the delay caused thereby and, in the event of a hindrance that makes delivery impossible, to withdraw from the contract, in which event the consideration already paid by the Customer will be refunded without undue delay. In the event of delay, Basler India shall inform the Customer thereof as soon as possible.
 5. The delivery period shall also be deemed to have been met if the Goods leave the plant or the specified shipping station by the expiry of the delivery period or if the Customer is notified about readiness for shipment or performance, but the delivery cannot be made on time through no fault of Basler India.
 6. If delivery by Basler India will be delayed, the Customer shall notify Basler India, setting a reasonable period of grace. Such period must be at least 14 days. The Customer must send a written reminder when default of delivery begins.
 7. After expiry of a reasonable period of grace granted to Basler India in the event of a delay in delivery, the Customer shall be entitled to withdraw from the contract provided that the Customer has notified Basler India of their rejection of performance upon setting said period of grace. The Customer's right to withdraw shall not apply if upon the expiry of the period of grace the Goods have been shipped or are ready for shipment and Basler India has notified the Customer to that effect.
 8. In addition to the other reasons provided for extension of delivery period or timelines, the agreed delivery periods shall be extended for a period of duration of an unforeseeable event, that could not be prevented by Basler India despite exercising the utmost care, and that is not attributable to Basler India, including but not limited war, threat of war, terrorist attacks, import and export restrictions, riots, acts of violence by third parties against persons or property (including cyber-attacks), sovereign interventions including monetary and trade policy measures (e.g., economic sanctions), pandemics, strikes, lock-outs, labour disputes at Basler India or at Basler India's suppliers or transport companies, interruptions to planned transport connections, fire, shortages of raw materials (e.g., semiconductors and other electronic components), energy shortages, and other operational disruptions at Basler India or Basler India's suppliers for which Basler India is not responsible (hereinafter referred as "Force Majeure" or "Force Majeure Event"). The foregoing shall also apply in cases where delivery by Basler India is already delayed or if the impediment to performance already existed prior to the conclusion of contract but was unknown to Basler India. Basler India shall notify the Customer of the existence of any such impediments as stated above as well as the beginning and end thereof as soon as possible.
 9. If any delays in delivery attributable to any one or more of the events stated in Clauses 4 (4) and (8) above shall continue for a period longer than four (4) months, either party shall be entitled to withdraw from the contract. However, the Customer shall have the right to withdraw from the contract only if Basler India fails to declare within one (1) week of Customer's request whether Basler India intends to withdraw or to deliver within a reasonable period of time. Such right of withdrawal shall exist notwithstanding the aforementioned period if performance of the contract has become unreasonable for one of the Parties in consideration of the delay so occurred.
 10. Subject to the exceptions provided under this Clause 4 and if the Customer has a right to claim damages due to delay in performance based on the applicable law, such claim shall amount to 0.5% for each completed week of delay. However, in the aggregate delay damages shall be capped to a maximum of 5% of the agreed net price of the Goods delivered late (maximum lump-sum compensation for delay). Provided however that the first two (2) weeks of delay will not constitute grounds for compensation for delay. Once the maximum lump-sum compensation for delay has been reached, the Customer shall be entitled to refuse to accept the delayed part of the delivery of Goods or Service and to withdraw from the contract. This forgoing shall also apply if a partial delivery has already been made or a partial Service has been rendered and partial acceptance is unreasonable for the Customer. In the event of withdrawal, the Customer may demand a refund of the amount already paid in return for the return of the Goods delivered and Services provided by Basler India. Any additional claim for damages based on delay in delivery by Basler India shall be excluded, and the Customer acknowledges this limitation of Basler India's liability in cases of delayed delivery.
 11. If the Customer intends to withdraw from the contract due to a delay in delivery and/or claim damages in lieu of performance, then, after expiry of the periods set forth in this Clause 44, the Customer must set a reasonable period for delivery by Basler India. Where the Customer is entitled, under applicable law, to claim damages in lieu of performance arising out of Basler India's negligence, such damages shall be limited to a maximum of twenty-five percent (25%) of the agreed delivery value, subject to proof of actual loss. The foregoing limitation shall not apply to injuries to life, body and health. If Basler India accidentally becomes unable to deliver while in default, Basler India's liability shall be limited to the limits of liability agreed above. Basler India shall have no liability if the damage would have occurred in the event of timely delivery. Basler India reserves the right to prove a lesser damage. Where performance becomes impossible as a result of the Customer's failure to accept performance, or where the Customer is solely or predominantly responsible for the circumstances giving rise to such impossibility, the Customer shall not be released from its contractual obligations and shall remain liable to perform its obligations under the contract, including payment obligations.
- § 5 Retention of title**
1. Basler shall retain title to the Goods sold until the purchase price and all other claims to which Basler is entitled against the Customer arising from the current business relationship have been paid in full.
 2. The Goods subject to retention of title may neither be pledged to third parties nor transferred as security before the secured claims have been paid in full. The Customer must notify Basler without undue delay in writing if an

application is made to open insolvency proceedings or if third parties seize Goods (e.g., seizures) belonging to Basler.

3. Until notice to the contrary, the Customer shall be authorized to resell and/or process the Goods subject to retention of title in the ordinary course of business. In this event, the following provisions shall apply in addition:
 - a) The Customer hereby assigns to Basler the receivables towards third parties arising from the resale of Goods or. Basler shall accept the assignment. The Customer's obligations specified in Clause 5(2) shall also apply with regard to assigned receivables.
 - b) In addition to Basler India, the Customer shall remain authorised to collect the receivable. Basler undertakes not to collect the receivable as long as the Customer will meet their payment obligations towards Basler, there will be no deficiency in their ability to pay, and Basler will not assert its retention of title by exercising a right in accordance with this Clause 5. However, this being the case, Basler may demand that the Customer will inform Basler of the assigned receivables and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. Furthermore, in this event, Basler shall be entitled to revoke the Customer's authority to further sell and process Goods subject to retention of title.

§ 6 Acceptance of Services

1. Where the Service provided by Basler India constitutes a work performance, the agreed date of acceptance shall be decisive for the transfer of risk, except in case of justified refusal of acceptance, or alternatively, the notification of readiness for acceptance.
2. In the absence of an agreement, the Customer must accept the Service within two weeks. Once this period has expired, the work performance will be deemed to have been accepted.
3. The Customer must not refuse acceptance if such acceptance is grounded on the presence of a minor defect.
4. Acceptance shall also be deemed to have taken place
 - a) if the acceptance test cannot be carried out on the scheduled date for reasons for which Basler India is not responsible;
 - b) if the Customer refuses acceptance without being entitled to do so;
 - c) if the Customer refuses to sign an acceptance record in accordance with the contract without being entitled to do so;
 - d) as soon as the Customer will use deliveries or Services from Basler India.

§ 7 Prices and price adjustments

1. Prices quoted by Basler India are net prices and do not include any taxes such as Goods and Service Tax (GST), at the applicable rate. GST liability on supply of goods and/or services shall arise as per GST Regulations, as applicable. Unless agreed otherwise, prices will be quoted ex works, excluding ancillary costs such as freight, customs duties and packaging, without discounts or other reductions or

deductions, and plus the statutory GST applicable on the day of delivery. Such ancillary costs as well as potential taxes and duties shall be invoiced separately to Customer by Basler India on a case-by-case basis. Confirmed prices will be valid only for the purchase of the confirmed quantity.

2. Basler India shall be entitled to deviate from the prices specified in the confirmation of the Order at the earliest 4 (four) months after conclusion of the contract (except in cases of unforeseeable hardship) and to make reasonable price changes under the following conditions:
 - a) If the period between the date of conclusion of the contract and the date scheduled for delivery or performance of the Service specified for all or part of the Goods to be delivered or Services to be rendered will exceed four months, and if, after the date of conclusion of the contract, the costs for labour or raw materials used in the Goods increase by more than 10% (ten percent) particularly due to price increases at Basler India's suppliers, Basler India shall be entitled to reasonably increase the price for the parts of the overall accepted Order (i.e. to the extent of the increase in purchase costs) which are scheduled for delivery after the expiry of 4 (four) months.
 - b) In cases of unforeseeable hardship for which Basler India is not responsible, Basler India may request an adjustment corresponding to the additional costs, provided that such adjustment will be reasonable for the Customer. Unforeseeable hardship shall be deemed those cases where costs on which the contract is accepted or finalised have changed significantly. A significant change in costs shall be deemed to have occurred if the market price of the Goods to be procured or its raw materials increases by fifteen percent (15%) between the date of conclusion of the relevant purchase contract and the scheduled delivery date.
3. Basler India will notify the Customers of any cost increases without undue delay and provide evidence of such increases as soon as and to the extent that they occur and lead to a price adjustment in accordance with Clause 7(2). In this event, the Customer shall have the right to terminate the contract in writing within two (2) weeks of taking note, whereby the date of receipt of the termination by Basler India will be decisive for keeping of the term. If the Parties are not able to agree on the variation of price of the Goods/Services within the two (2) weeks' notice period, then the Order/ contract shall terminate automatically.
4. The following shall apply with regard to Service Offerings: Unless otherwise agreed, Service Offerings shall be invoiced according to the time and materials expended based on the remuneration rates specified in Basler India's price list, as updated from time to time, unless a fixed lump-sum price has been expressly agreed. The foregoing shall also apply to technical documentation, inspection reports, expert opinions, and evaluations of measurements and tests to be prepared in connection with the respective Order. Materials expended shall also include the costs for the use of special tools and equipment as well as consumables and small items. Basler India shall be entitled to demand tranche wise payments in accordance with the progress of the Service Offering.

§ 8 Payments

1. Unless agreed otherwise, any claims owed to Basler India under invoices issued by Basler India shall be payable immediately upon receipt of the invoice or upon acceptance of the Goods, net (without deduction) within 30 (thirty) days, "free of charge to the paying agent" of Basler India. Any changes to the above must be agreed in writing. All payments must be made in INR (Indian Rupees) unless agreed otherwise. Bills of exchange, cheques or letter of credit or other negotiable instruments shall be accepted only as conditional payment and shall not constitute discharge of the Customer's payment obligation until such instruments are duly honoured and the amount is actually received by Basler India.
2. Payment due dates shall also be met if transport, delivery, or acceptance of the Services is delayed or becomes impossible for reasons not attributable to Basler India. Payment obligations shall also remain unaffected where minor or non-material parts are missing or where rework is required, provided that such circumstances do not materially prevent the intended use of the Goods or Services.
3. Basler India shall be entitled to appropriate any payments received from the Customer towards outstanding amounts at its discretion, including towards earlier dues. Where damages due to delay and/or interest have accrued, Basler India may first appropriate such payments towards damages for delay, thereafter towards accrued interest, and lastly towards the principal amount.
4. As soon as the period specified in Clause 8(1) expires, the Customer shall be in default. The date of payment shall be determined by the date on which the payment will be received in the bank account specified by Basler India on the respective invoice.
5. In the event that Basler India in its sole discretion accepts full or part payments after delivery of the goods or performance of services, and any invoice issued to the Customer remains completely or partially unpaid on the date it becomes payable/ due, then all amounts due under the unpaid invoice amount shall bear:
 - a) in event of supply of Goods within India: an interest of eighteen percent (18%) per annum as well as any recovery costs (including legal fees) along with applicable GST thereon as per applicable GST Law and Regulations in India
 - b) in event of supply of Goods outside India; the interest rate to be charged on the outstanding amounts, shall be as per the maximum rate allowed for trade credits under the applicable foreign exchange laws of India, as well as any recovery costs (including legal fees) along with applicable taxes

It is clarified that the Customer will be liable to pay interest on the unpaid amount from the date on which the payment was due until the date of actual receipt of payment.
6. Where payment in instalments or a credit period has been agreed, the full residual debt shall become immediately due and payable if:
 - a) The Customer is in default with the payment of one instalment and such instalment accounts to at least 5% of the invoice value of the Goods/ Services supplied;

- b) The Customer is in default with the payment of two consecutive instalments;
 - c) The Customer finally ceases to make payments; or
 - d) Basler India acquires knowledge of any other circumstances casting doubt on the Customer's creditworthiness (e.g. insolvency proceedings have been applied for or opened against the Customer's assets).
7. The Customer shall only be entitled to rights of offset or retention to the extent that their counterclaim has been agreed in advance Basler India or adjudicated by a court of law.
8. Where payment is agreed to be made in advance or in instalments, failure by the Customer to make any payment on the due date shall constitute a material breach. Basler India may, without prejudice to its other rights, suspend performance and/or terminate the contract/ accepted Order by written notice. Upon termination, Basler India shall be entitled to all amounts due up to the date of termination, and the Customer shall have no claim for delivery, performance, or damages. Basler India shall also be entitled to provide the respective and future Services owed by it only after prepayment by the Customer.

§ 9 Claims based on defects in Goods

Material defects

1. The statutory provisions shall apply to the rights of the Customer in the event of material defects (including incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise provided for below sub clauses. The additional conditions in Part B. of these GTC shall apply to software products.
2. Where the Parties have expressly agreed upon the specifications or quality of the Goods, the Goods shall be assessed solely on the basis of such agreed specifications, and no implied requirements as to merchantability, usual quality, or fitness for a particular purpose shall apply. In the case of Goods manufactured or customized in accordance with the Customer's specifications or requirements, no defect shall be deemed to exist merely on the ground that such Goods do not conform to any standard or quality generally applicable to similar goods.
3. The Customer shall inspect the delivered goods without undue delay upon receipt and prior to any handling, processing, or use of the goods, for defects and in particular for the aforementioned quality. The Customer shall without undue delay but not later than 5 (five) working days after delivery notify Basler India in writing of any identifiable defects together with a detailed description thereof. Defects not immediately identifiable in the course of a proper inspection or defects appearing subsequently shall be notified by the Customer in writing without undue delay to Basler India, at the latest within 5 (five) working days after identification together with a detailed description thereof. For Goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing.
4. If the Customer fails to properly inspect the Goods and/or give notification of defects, the liability for the defect not notified or not notified in time or not notified properly shall be excluded and the Customer shall have no right to make any warranty claims or claims for damages. The Customer

- shall further not be entitled to withhold, delay, or set off any invoiced amounts, which are due to Basler India. In respect of Goods intended for incorporation, attachment, or installation, any defect that becomes apparent only after such processing or installation, and which could have been discovered upon proper inspection and timely notice, shall not entitle the Customer to claim any costs for removal, reinstallation, replacement, or related expenses. All such costs shall be borne exclusively by the Customer.
5. All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were publicly announced by Basler India (in particular on Basler India's Internet homepage www.baslerweb.in) at the time of the conclusion of the contract shall be deemed to be the quality of the product/ Goods, agreed between the Parties. Only where the quality or specifications of the Goods have not been expressly agreed by Basler India or published by Basler India shall the existence of any defect be determined in accordance with the applicable provisions of the Sale of Goods Act, 1930.
 6. All those parts proving to be defective as a result of circumstances having occurred prior to the transfer of risks to Customer shall at Basler India's option be either rectified or replaced free from defects without charge. Any parts replaced shall become the property of Basler India.
 7. The Customer shall after communication with Basler India grant Basler India the time and opportunity required to perform all rectifications and replacement deliveries deemed necessary by Basler India, in particular the rejected Goods must be handed over to Basler India for inspection purposes; if the Customer fails to do so, Basler India shall be released from its liability for any consequences resulting from such failure.
 8. If a Customer's complaint is found to be valid, upon inspection by Basler India, Basler India will bear the reasonable costs directly required to repair or replace the Goods, provided that such costs are not excessive. Any additional costs arising because the Customer has moved the Goods, after delivery, to a place other than the agreed place of delivery shall be borne by the Customer. In the case of newly manufactured Goods, Basler India shall reimburse expenses relating to supply-chain recourse claims only to the extent required under applicable Indian law. In all cases, Basler India's total liability shall be limited to the net invoiced price of the affected Goods, and Basler India shall not be liable for any indirect or consequential losses, except to the extent such liability cannot be excluded under applicable law.
 9. If Basler India fails to perform the rectification or replacement delivery for a material defect within a reasonable period excluding any exceptional circumstances such as Force Majeure Events, the Customer shall be entitled to set a reasonable final grace period for rectification. In case this grace period expires without rectification, the Customer may either reduce the purchase price or cancel the remainder of the contract/ Order. Any damages to be paid by Basler India shall be limited to 100% (hundred percent) of the net invoiced value of the Goods in which any defect was to be rectified or the Goods to be replaced.
 10. In particular, no warranty shall be assumed in the following circumstances: unsuitable or improper use, inaccurate

assembly or commissioning by the Customer or third parties; wear and tear; incorrect or negligent handling; improper maintenance; unsuitable equipment; defective construction works; unsuitable building lot; chemical, electrochemical, or electrical influences to the extent Basler India is not accountable for such circumstances.

11. If a defect will be rectified improperly by the Customer or a third party, Basler India shall have no liability for any consequences resulting from such improper rectification. The same shall apply to any modifications of the delivered item performed without the prior consent of Basler India.
12. In all other respects, Basler India will not assume any guarantee of quality, durability or any other guarantee or procurement risk for the Goods, unless Basler India has expressly assumed any such guarantee or risk designated as such in writing or in text form in the individual case.

Defects in title

13. In the event the use of the Goods results in an infringement of any intellectual property rights or copyrights in India, Basler India shall at their own expense generally provide the Customer with the right to further use or modify the Goods in a manner reasonable to the Customer, so that the infringement will cease to exist. If it will not be possible to do so in an economically reasonable way or within a reasonable period of time, both parties shall be entitled to withdraw from the contract.
14. Basler India shall be obliged as aforesaid only if:
 - a) The Customer informs Basler India without undue delay after becoming aware of any asserted claims for the infringement of industrial property rights or copyright;
 - b) The Customer assists Basler India to the extent reasonable in the defence of such claims or, as the case may be, allows Basler India to perform the above stated measures for modification;
 - c) Basler India shall be reserved the right to perform all defensive measures including any extrajudicial settlements;
 - d) The defect in title does not result from an instruction given by the Customer; and
 - e) The infringement has not been caused by any unauthorized modification or noncontractual use of the delivered item by the Customer.

§ 10 Warranty period for material defects and defects in title for Goods

1. For defects in Goods that could not reasonably have been detected during the initial inspection ("material defects"), the warranty period shall be 12 (twelve) months from the date of delivery ("**Warranty Period**") unless agreed otherwise in writing or text form. The Warranty Period shall not be extended or suspended by any inspection, repair attempt, or partial delivery. The Customer shall notify Basler India in writing of any material defect within 10 (ten) days from the date such defect is first discovered. Failure to provide timely notice shall exclude any warranty claims, claims for damages, or claims for avoidance on account of mistake. Such notices shall also not entitle the Customer to withhold, delay, or set off any invoiced amounts, which are due to Basler India.

2. If Delivery of the Goods or completion of the Service Offerings or acceptance will be delayed for reasons for which Basler India is not responsible, the Warranty Period for asserting claims for material defects and defects in title shall be limited to 15 (fifteen) months from the invoice date.
3. Notwithstanding the Warranty Period, any timely warranty claim shall be enforceable in accordance with the limitation period prescribed under the Limitation Act, 1963, to the extent required under applicable Indian law.

§ 11 Special provisions for Service Offerings and work performances

For Service Offerings provided by Basler India, the following provisions shall apply in addition:

1. Scope of Service Offerings

If a Service Offering has been agreed upon by Basler India, Basler India's written confirmation of the Order shall be decisive for the scope of the Service Offering. For the avoidance of doubt, a specific result as an outcome of the performance of Service Offering shall generally not be owed, unless the Parties expressly agree otherwise. Any changes must be expressly agreed in writing. The charges for provision of service offerings would be exclusive of the applicable GST. The price for the Service Offerings shall also be adjusted accordingly in the event of mutually agreed changes.

2. Scope of work performances

Where performance of work is agreed between the parties, the scope, nature, and extent of such work shall be determined exclusively by the written order confirmation issued by Basler India. Basler India shall be obligated to deliver only the specific result expressly agreed in writing within the scope of the commissioned work and no other result or outcome shall be implied. Any protective devices, ancillary equipment, or accessories shall be supplied and/or installed only if expressly specified and agreed in writing in the Order confirmation or the underlying contract. Any changes for the work performances must be expressly agreed in writing. The said charges for work performances would be exclusive of the applicable GST.

3. Rights and obligations of the parties

Basler India shall perform Service Offerings and work performances professionally using its own qualified personnel or shall engage qualified third-party representatives for this purpose.

At Basler India's discretion and after consultation with the Customer, the Service Offerings and work performances shall be performed either at Basler India's premises or at the Customer's site, as agreed in writing between the Parties. For the performance at the Customer's site, the Customer undertakes to grant Basler India's personnel/ authorised representatives access to their premises and to provide a suitable facility for the performance of the Service Offerings or work performances. The Customer shall inform in advance to Basler India regarding any special regulations to be adhered to perform the Services at the Customer's Premises. Basler India shall be entitled to refuse or discontinue Service Offerings and work performances if the safety of its personnel cannot be ensured or

if the Customer repeatedly fails to fulfil their obligations despite being instructed otherwise.

In the event that the Service Offerings or work performance is performed at Basler India's premises, the Customer shall bear transport and storage costs as well as any related expenses, along with applicable taxes, if any.

If the Customer fails to provide the necessary collaborative actions, any additional costs and other expenses incurred, along with applicable taxes, shall be borne by the Customer.

4. Period of completion for Service Offerings

All information regarding periods of completion for Service Offerings is based on estimates and shall therefore be non-binding. The agreement of a binding period of completion requires that the scope of the Service Offering can be determined.

A bindingly agreed period of completion shall be extended reasonably.

- a) if the information required by Basler India to perform the Service Offerings will not be received timely, or if the Customer subsequently modifies such information, or
- b) if the Customer fails to fulfil their obligations under the contract, in particular if they fail to make payments on time or in the proper manner, or
- c) in cases of force majeure.

In all other respects, the provisions of Clause 4 of these GTC shall apply mutatis mutandis in the event of a delay in delivery.

5. Date of completion for work performances

An agreed date of completion for work performances shall be deemed to have been met if, by that date, the work performance will be ready for acceptance by the Customer or, in the event of a contractually stipulated acceptance test, ready for the test to be carried out. For delays, the provisions of Clause 4 of these GTC shall apply mutatis mutandis to a delay in delivery.

If the work performance will be lost or deteriorate prior to acceptance through no fault of Basler India, Basler India may demand the agreed price less any expenses saved. This shall also apply in the event of an impossibility through no fault of Basler India. The Customer may only demand that the work performance be redone if and to the extent that this is reasonable for Basler India, taking into account its other contractual obligations. This renewed work performance shall be remunerated again at the initial price for the work performance.

6. Estimation of effort and basis for invoicing

Unless otherwise agreed, Service Offerings and work performances shall be invoiced on the basis of time and materials expended along with applicable GST. Travel times, a reasonable order-related preparation and processing time after the travel will be considered as working time.

Information regarding the amount of the expected costs shall be considered purely estimates and shall not be binding. If, due to the estimation of effort, the Customer will decide to not proceed with the performance of the Service Offering or work performance, the Customer will be charged for the costs of the estimation of effort.

The Customer shall acknowledge the effort performed by signing the relevant reports submitted by Basler India. If

the Customer will fail to provide the acknowledgement without good reason or will not provide it in good time, the records of Basler India's personnel shall serve as basis for invoicing.

The Payment terms for Service (Service Offering and work performance) shall be as per aforementioned Clause 8 (Payments).

7. Risk of damage or loss and insurance

The Customer shall bear the risk of damage to or loss of items or parts thereof to be processed/ worked on by Basler India during the performance of the Service Offering or work performance, even if this takes place at Basler India's premises, or during any necessary transport or storage. The Customer shall be responsible for insuring against damage of any kind.

8. Limitation of Liability:

The aggregate liability of Basler India in relation to any Services Offerings or works performed shall not exceed the net fees invoiced for the specific Services from which the claim arises.

9. Warranty on Service Offerings

Basler India shall warrant the professional and diligent performance of the Service Offerings for a period of six (6) months after completion of these Service Offerings.

Basler India shall only assume warranty liability for defects attributable to work performed by the Customer's personnel or third parties under Basler India's instructions and supervision if these defects are demonstrably due to gross negligence on the part of Basler India's personnel in giving instructions or exercising supervision.

10. Special provisions for consultations regarding the purchase of software products

The basis for Basler India's consulting services regarding the selection of software products (hereinafter: "**Software Consulting**") that the Customer should purchase is the information provided by the Customer to Basler India, in particular regarding the Customer's business operations, existing software, alongwith the intended purpose of use and the planned duration of use of the software. Basler India will provide Software Consulting based solely on this information provided by the Customer. Any changes for the provision of software consulting must be expressly agreed in writing. The said charges for software consulting would be exclusive of the applicable GST.

Under no circumstances shall Basler India be liable if the Software Consulting does not meet the Customer's actual needs if the Customer has not provided Basler India with clear and complete information in this regard.

11. Liability for defects in work performances

Upon acceptance of the works performed by the Customer, such Services shall be deemed to have been duly and satisfactorily performed, and Basler India's liability in respect thereof shall be extinguished. No claims shall lie in respect of accepted Services, except as expressly agreed otherwise between the Parties in writing.

§ 12 Repair agreements - scope of service.

Beyond its warranty obligations, Basler India shall render repair services for delivered Goods in return for payment on the basis of a separate confirmation of requisite Order. Any changes for

the repair arrangements must be expressly agreed in writing. The said charges for repair arrangements would be exclusive of the applicable GST. If a repair cannot be performed on site, the transport of the item to be repaired to and from Basler India's manufacturing plant shall be carried out at the Customer's expense and risk.

§ 13 General liability

1. Unless otherwise expressly provided in these GTC, including the provisions set out below, Basler India shall be liable for breaches of its contractual and non-contractual obligations in accordance with the applicable statutory provisions of Indian law.
2. Basler India shall be liable for damages, irrespective of the legal grounds, within the scope of fault liability in the event of intent and gross negligence, it being clarified that the burden of proving gross negligence shall rest with the Customer. In the event of simple negligence, liability shall only apply in the event of a breach of material contractual obligations (obligations whose fulfilment is essential for the proper execution of the contract in the first place and on whose fulfilment the Customer regularly relies and may rely).
3. Subject always to the limitation of liability provisions set out in these GTC and to the extent permitted under applicable Indian law, Basler India shall not be liable for any indirect, incidental, special, consequential, or punitive losses or damages, including, without limitation, loss of profits, loss of business, loss of production, loss of use, loss of data, business interruption, or any similar economic or commercial loss, howsoever arising, whether in contract, tort, or otherwise.
4. Subject always to the limitation of liability provisions set out in these GTC, any loss or damage which is covered by an insurance policy maintained by the Customer, Basler India's liability shall be limited to such direct disadvantages, if any, actually suffered by the Customer as a result of such insurance coverage, such as demonstrable increases in insurance premiums or reasonable interest-related costs incurred up to the date of settlement of the claim by the insurer.
5. The preceding limitations of liability shall also apply towards third parties and in the event of breaches of duty by persons (also in their favour) for whose fault Basler India is responsible in accordance with statutory provisions.
6. Liability for default in delivery or performance is conclusively governed by express provisions of these GTC.
7. Any further claims unless expressly provided under these GTC by the Customer are excluded.

§ 14 Indemnification of Basler India

If persons will be injured or third-party property will be damaged as a result of actions or omissions on the part of the Customer or their agents, and if claims will be made against Basler India for this reason, the Customer shall indemnify Basler India in full upon first request and hold Basler India harmless. This shall include all costs incurred in and out of court for legal defence.

§ 15 Termination of contract

In addition to the termination rights provided to either Party under the various provisions of these GTC, the additional termination rights are expressly provided:

1. Basler India shall be entitled to withdraw from/ terminate any concluded contract or accepted order if, due to catastrophes, acts of war, Force Majeure Events, or other unforeseeable circumstances beyond its reasonable control, the delivery of the Goods or performance of the Services becomes substantially more difficult or commercially unreasonable as compared to the circumstances prevailing at the time of conclusion of the contract or acceptance of the order. Additionally, an unreasonable and material impediment shall, in any event, be deemed to exist where the market price of the Goods or the cost of performing the Services increases by twenty-five percent (25%) or more between the date of conclusion of the relevant contract or acceptance of the order and the scheduled delivery date or performance of the Services.
2. Basler India shall be entitled to withdraw from or terminate, in whole or in part, any concluded contract or accepted order, and/or exercise the rights set out below, if (i) the Customer is more than fourteen (14) days in arrears with payment of any undisputed invoice; (ii) an application is made for initiation of insolvency proceedings against the Customer; or (iii) Basler India becomes aware of any circumstances that materially impair the Customer's creditworthiness and jeopardise Basler India's entitlement to receive the agreed consideration.
In any such case, Basler India shall be entitled to demand adequate security for outstanding or future supply Goods or Services by way of advance payment or a bank guarantee, set a reasonable deadline of at least seven (7) days for provision of such security, and suspend performance until such security is provided; and if the Customer fails to provide the security within the stipulated period, Basler India shall, without prejudice to any other rights under applicable Indian law, be entitled to terminate this and/or any other contracts with the Customer and/or claim damages in lieu of performance..

§ 16 Intellectual Property

1. The intellectual property rights to the Goods and/ or Services developed by Basler India or its affiliated companies, the ownership of the corresponding intellectual property rights and copyrights and the rights to protect the know-how shall remain with Basler India and/or its affiliated companies. Unless expressly authorised by Basler India and/or its affiliated companies, the direct or indirect reproduction, decompilation, distribution, transfer or licensing of the rights mentioned herein is prohibited. More specifically, the Customer itself, and also in the case of resale the Customer shall ensure contractually that its Customer, (in case of any resale), shall not: (a) reverse engineer the Goods and/or Services; (b) develop derivative products or improvements based on Basler India's and/or its affiliated companies' intellectual property; (c) apply for registration or claim ownership of any intellectual property belonging to Basler India and/or its affiliated companies in any jurisdiction.

2. Basler India shall grant the Customer the perpetual, non-exclusive and non-transferable right, to use the Goods and/ or work product of Services supplied/ performed under this contract for a particular project/ scope of work. This transfer of rights is subject to the condition precedent of Basler India's remuneration claim being satisfied under respective accepted Orders. The special conditions set out in Part B of these GTC shall apply to delivered software.
3. Basler India may provide Goods and/or Services similar to those developed and/or provided for other purposes and to other Customers. This shall also apply to existing or newly acquired know-how as long as this know-how will not contain any confidential information belonging to the Customer.

§ 17 Data protection

Personal data shall be processed in accordance with applicable data protection laws of India, including the Digital Personal Data Protection Act, 2023, the Information Technology Act, 2000, and the rules and regulations made thereunder, as amended from time to time. Our privacy policy is available at the following link: <https://www.baslerweb.com/en/service/privacy-policy/>

§ 18 Confidentiality

1. The parties agree to keep all economic and technical details of their mutual business relationship confidential as long as these have not become public knowledge and the disclosure is not attributable to a breach of confidentiality by the party subject to confidentiality obligations. In this respect, all information provided to the Customer in connection with the fulfilment of the contract must be treated as confidential and may not be disclosed to third parties or used for any other purpose.
2. The obligation to maintain confidentiality shall also apply to all rights, documents and other items that may not be copied or disclosed or otherwise made accessible to third parties without Basler India's authorisation. Special confidentiality agreements and statutory provisions on the protection of secrets shall remain unaffected.
3. The obligation of Basler India to maintain confidentiality according to Clause 18(1) and (2) above towards its affiliated companies shall not apply if these companies have been bound by Basler India to maintain confidentiality in a comparable manner.
4. If Basler India will obtain knowledge of confidential information, the Customer shall inform of the confidential nature of this information in writing.
5. The obligation to maintain confidentiality shall also apply after this contract has been completed and shall only expire when these documents and information subject to confidentiality have become part of general public knowledge.

§ 19 Severability Clause

Should individual provisions of the contract or these GTC be or become invalid, or should an omission be found in the contract concluded under these conditions, this shall not affect the validity of the remaining provisions. The parties undertake to agree on a legally permissible provision to replace the invalid provision, which comes as close as possible to the economic purpose of the invalid provision or fills this omission.

§ 20 Applicable law, place of performance, jurisdiction

1. All legal relations with the Customer shall be governed exclusively by the laws of the Republic of India excluding international conflict of law rules and further, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
2. Unless otherwise agreed in writing, the place of performance, also for rectifications and subsequent deliveries, shall be Basler India's registered office.
3. Subject to the arbitration clause set out herein below, the courts in Pune, Maharashtra, India, shall have exclusive jurisdiction in respect of any disputes arising out of or relating to these GTC. However, Basler India shall also be free to sue the Customer at the place of performance of the delivery obligation or at the Customer's general place of jurisdiction. Any statutory provisions on exclusive jurisdiction shall remain unaffected.
4. In the event, of any dispute, controversy, claim or breach arises out of or in connection with these GTC including any dispute as to the existence or validity of these GTC, both the parties first shall seek to resolve such dispute, by amicable arrangement, compromise and mutual discussion within thirty (30) days from the date of starting such discussions ("Discussion Period")
5. If the parties fail to resolve the same by amicable arrangement and compromise within the Discussion Period, either party may resort to arbitration, by issuance of written notice to the other Party, as per applicable law. Any dispute which may arise out of or in connection with these GTC, or any breach of the binding provisions hereof, shall, unless amicably settled, be referred to final and binding arbitration, by a sole arbitrator as mutually appointed by the parties in accordance with the Arbitration and Conciliation Act, 1996 and amendments made thereto which are in force from time to time. The seat and venue for the arbitration proceedings shall be Pune, Maharashtra, India and the proceedings shall be conducted in the English language.

B. Additional Terms and Conditions for the sale of software products and/or Services with digital elements

For Basler India software products or products with digital elements or other digital content (hereinafter: "**Software Products**" or "**Software**"), the following terms and conditions shall apply in addition.

§ 1 Delivery

The Customer will receive a delivery copy of the Software provided by Basler India on a data carrier or via download, as well as a copy of the application documentation. The Customer shall be responsible for installing the Software themselves. The Customer shall at its own risk and cost, ensure that it has in its access to or has procured the necessary hardware and system technical specifications to install and run the Software provided by the Basler India.

§ 2 Warranty

1. Basler India warrants that licensed Software Products meet the functions and performance features set out in the "Software Product Description" valid at the time of licensing by the manufacturer of the respective Goods supplied for the Software Products in question. The technical data, specifications and performance descriptions in the "Software Product Description" do not constitute warranties unless they are expressly defined/ stated as such. If the Software fails to meet the expressly warranted functions or performance features, Basler India shall itself or through it related affiliated companies, at its option and subject to applicable law, either (a) remedy such non-conformity, including, where applicable, by providing an updated or replacement version of the Software, or (b) terminate the licence and refund the licence fees paid for the affected Software.
2. No warranty shall apply to Software that (i) is not supplied or licensed by Basler India; (ii) is modified, combined, or used otherwise than in accordance with the applicable licence terms or documentation; or (iii) is operated on systems that do not meet the minimum hardware, system, or installation requirements specified in the "Software Product Description". The same shall apply to any defects arising from improper installation, operation, or use by the Customer.
3. There will be no warranty claim where an error, if any, is due to an alteration, the improper use or repair of the Basler India product by the Customer or a third party without the consent of Basler India or where the Software or the Goods relating the Software were not installed, configured, operated and maintained in compliance with the relevant guidelines/ instructions of Basler India or its affiliated companies or applicable statutory requirements (if any) .
4. For Software not self-developed / self-engineered by Basler India or its affiliated companies, Basler India will have the option of assigning existing warranty claims against the manufacturer to the Customer and to refer the Customer to the original developer of the Software with regards to the warranty issued. In this event, Basler India shall only be liable for defects where the Customer took unsuccessful court action against the original developer of the Software on the basis of the warranty claims assigned to the Customer by Basler India or through Basler India's affiliated companies. Unless otherwise agreed, the warranty period shall be 24 months as from delivery to the Customer; six months for repairs and deliveries of replacement parts as well as for Customer Service Offerings performed after lapse of the initial warranty period, but at least for the duration of the initial warranty period unless other terms were expressly agreed on. The warranty period for the Software produced / supplied by Basler India or its affiliated companies shall be normally 6 months after installation, provided that the installation was carried out by Basler India or a partner of Basler India, or by the Customer itself as per the express instructions/ guidelines of Basler India or a partner of Basler India.
5. For Goods with digital elements or other digital content, Basler India shall only owe provision and, if applicable, updating of the digital content insofar as expressly stated and described in the description of the Goods sold by Basler India at the time of acceptance of an Order for sale of Goods.

Basler India shall not be liable for public statements of the Software/ digital content developer and other third parties in this respect.

6. Furthermore, Basler India shall owe the provision and any updates of the digital content to the Customer free of charge for the duration of the respective contract, to the extent such updates are made available to Basler India by the Software developer, Goods manufacturer or Basler India's affiliated companies at no additional cost. Basler India shall be entitled to discontinue the provision of free updates where such updates are no longer made available free of charge to Basler India or its affiliated companies, without the same constituting a breach of contract.
7. The warranties set forth in this Part B Clause 2 are the only warranties concerning any software or materials, and are made expressly in lieu of all other warranties, conditions and representations, express or implied, to the extent permitted by law.

§ 3 Software right of use

1. The Customer shall be granted a non-exclusive, non-transferable right to use the Software, third-party Software (Software developed and/or supplied by a third party) and the related documentation, additions and other documents for their own use on a computer system (all other rights to the Software and documentation, including copies and subsequent supplements, shall remain with Basler India or its affiliated companies or the Software supplier). Subject to Basler India's separate written consent, the right of use shall be limited to simultaneous use on the number of workstations/devices specified in an Order accepted by Basler India. Besides the right of use as set out in this Part B Clause 3, the Customer obtains no other title, interest or rights in the form of patent, copyright, trademark, know-how or any other intellectual property rights, including derivatives, modifications, and enhancements thereof in all forms, connected to the Software Products and these rights shall be held only by Basler India's affiliated companies or the developer of the Software Product, depending on the license/ownership rights of the Software Products. Further, Basler India shall not, with respect to the Software Products, enter into End User License Agreements with user of the Software Products if such right may be exercised solely by the owner of the Software Product such as Basler India's affiliated companies or the developer of the Software Product.
2. "Use" within the meaning of these GTCs shall mean any permanent or temporary reproduction (copying), in whole or in part, by loading, displaying, running, transferring to working memory or storing the Software provided by Basler India for the purpose of operating it. Use shall also include the performance of the aforementioned actions for the purpose of observing, examining or testing the Software provided by Basler India, if this is done by actions for loading, displaying, running, transferring or storing the Software to which the Customer shall be contractually entitled. If the application documentation will also be provided on a data carrier or in any other digital form, this provision shall also apply to it.
3. The contractual use of the Software provided by Basler India shall also include the creation of backup copies, provided this will be necessary for the future use of the Software, the

data or the entire system. If the Software provided by Basler India is equipped with technical copy protection, the Customer will receive a replacement copy at short notice upon request in the event of damage to a delivered data carrier or the transmitted files.

4. In all other respects, the Customer may not reproduce, edit, translate, decompile or convert the Software or the object code into source code, either in whole or in part, without the written consent of Basler India. The foregoing restriction shall not apply to the limited extent permitted under Section 52(1)(ab) of the Indian Copyright Act, 1957, where such acts are strictly necessary to obtain information essential for achieving interoperability (excluding combination) of an independently created computer programme with the Software, provided that (i) such information is not otherwise readily available to the Customer; (ii) such acts are confined solely to the parts of the Software necessary to achieve interoperability (without combination); and (iii) the information so obtained is used only for achieving interoperability (without combination) and is not disclosed to any third party or used for any other purpose..
5. The Customer shall not be entitled to combine the Software provided by Basler India with other computer programmes. Modifications to the Software and error corrections shall only be permitted to the extent that they are necessary for the intended use of the Software provided by Basler India. Reverse translation (decompilation) of the programme code into another form of representation is not allowed. This shall not apply to partial translation for the purpose of establishing interoperability between an independently created computer programme and a provided computer programme or other computer programmes, subject to applicable statutory restrictions. Even as part of the adaptation, the licensed Software will remain subject to the terms and conditions of Basler India or third-party manufacturers.
6. The Customer must ensure that the Software and documentation will not be made accessible to third parties without the prior written consent of Basler India. As a rule, copies may only be made for archiving purposes, data backup and troubleshooting. The provision of source programmes shall require a special written agreement.
7. Unless otherwise agreed, the right of use shall be deemed to have been granted upon confirmation of the Order and delivery of the Software, documentation and subsequent additions.
8. The Customer shall notify Basler India without undue delay in writing if they are made aware of any infringement of industrial property rights or copyrights by a product delivered by Basler India. Basler India and/or its affiliated companies shall be solely entitled to defend the Customer against claims by the owner of such rights or, at Basler India's discretion, to provide a workaround that will not infringe the rights of third parties, or to take back the product and refund the purchase price less any amount for the use granted. The Customer shall defend and indemnify and hold harmless Basler India and/or its affiliated companies against all costs, expenses, claims by the owner of such rights that arise against Basler India and/or its affiliated companies as a result of Basler India following the Customer's instructions or the Customer modifying the product or integrating it into a system.

9. Software provided by Basler India and related documentation are intended solely for the end purchaser's own use under a simple, non-transferable licence.

Where the Software is licensed for use within a local network, the Customer's right of use shall extend only to the number of workstations within such network for which valid licences have been purchased. Where operation of the Software requires installation of the Software Product on individual workstations, the Customer shall be entitled to install and use only such number of copies of the Software Product as corresponds to the number of licences purchased. If use is specified for only a specific, precisely designated workstation, a number of computers, a CPU type, a number of CPU cores and/or other technical parameters, the above license usage entitlement shall apply exclusively to such specific computer systems. If a specified computer will be temporarily unavailable, the Customer has the right to use the Software provided by Basler India on another workstation during this period. In all other cases, the use of the Software provided by Basler India on another workstation shall require the express consent of Basler India.

10. The Customer may only use Software Products purchased from Basler India, as well as the documentation, on the basis of a Software licence granted by Basler India or its affiliated companies or developers of the Software.
11. If, for technical reasons, the data carrier provided to the Customer will contain Software that is not covered by the licence granted to the Customer, it may only be used on the basis of a separate licence.
12. The Software may contain technical precautions to prevent access to such unlicensed software.
13. The Customer shall affix a copyright notice of the author to all complete or partial copies, adaptations or transmissions of the Software, as is also present on the initial version of the licensed Software.
14. The Customer shall be obliged to complete and return to Basler India or its affiliated companies any software licence registration forms issued to them within thirty (30) days. The Customer must also keep records containing the licensed Software, including the respective version, the serial number of the licensed equipment, the location of the licensed Software and the number of copies created. The Customer shall submit these records to Basler India or its affiliated companies upon request.
15. The Software license will entitle exclusively to use of the respective licensed version(s).

§ 4 Customer's duty to cooperate / third party claims

Basler India's products are only intended for resale to Merchants and for commercial usage of the Customer to whom the licensed access is provided. If the Customer resells license of the Software or Basler India's products (and products with digital elements) to any other third parties and these consumers or third-parties assert claims against the Customer, Basler India shall only be liable to the Customer for the representations and warranties made under these GTC or accepted Order or applicable law, if the Customer fulfils their obligations to cooperate.