

General Terms and Conditions for the Sale of Shell Lubricants

Unless otherwise agreed in writing between Shell and the Buyer, these general terms and conditions (“GTCs”), as amended from time to time, along with the Commercial Terms and the Operating Standards shall comprise the whole “Agreement” between the Parties and supersede any and all prior Agreements, pre-contractual statements, representations, arrangements, terms and understanding whether oral or written between the Parties with regard to its subject matter unless otherwise provided for herein.

- DEFINITIONS: “Affiliate”** means, in reference to a Person, any other Person which: (i) directly or indirectly controls or is controlled by the first Person; or (ii) is directly or indirectly controlled by a Person which also directly or indirectly controls the first Person; and for the purposes of this definition, a Person controls another Person if such Person has the power to direct or cause the direction of the management and policies of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by ownership of shares or other equity interests, the holding of voting rights or contractual rights, by being the general partner of a limited partnership, or otherwise. **“Branded Material”** means any advertising materials, signs or other items or materials bearing Shell Trade Marks. **“Buyer”** means the purchaser of the Product and/or Services offered by Shell. **“Commercial Terms”** means the commercial terms agreed by the Parties that makes up part of this Agreement. **“Change of Control”** occurs whenever a legal or natural person (other than an Affiliate of that party) either ceases to have control of a party or acquires such control. **“Operating Standards”** means any brochure of Shell (as may be updated and issued to Buyer from time to time) relating to supply of the Products and setting out details of such matters as ordering processes, delivery times, minimum orders and discounts. **“Intellectual Property Rights”** means the Shell Trade Marks, and all patents, copyrights and database rights, rights in know-how, moral rights or other similar rights in any country in or connected with the Products or any of them or any literature, manuals, materials or information supplied in connection with this Agreement, in each case whether or not registered, and any applications for registration of any of the foregoing, and all rights to apply to register any of the foregoing. **“Person”** means any individual, partnership, limited partnership, firm, trust, body corporate, government, governmental body, agency or instrumentality, unincorporated body of persons or association. **“Product(s)”** means any product offered by Shell from time to time under this Agreement. **“Services”** means any services offered by Shell from time to time under this Agreement. **“Prohibited Country”** means a country on the following list of countries: Cuba, Iran, Sudan, Syria, Belarus and North Korea, as such list may be amended by Shell from time to time by notice to Buyer. **“Shell”** means the relevant Shell entity as defined in the Commercial Terms. **“Shell Trade Marks”** means the name “Shell”, the Shell Pecten symbol and any trade mark, trading name, house mark, mark of ownership, unregistered mark, service name, package shapes, colour schemes, styles of labelling, emblems, registered and unregistered designs, retail and other formats, slogans, signage, communications materials, and other manifestations as specified from time to time by Shell, characteristic of companies of the Shell Group, their goods, services and activities. The words **“include”** and **“including”** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.
- PAYMENT TERMS:** Payment for Product and/or Services shall be due in accordance with the payment terms agreed between Shell and Buyer refer clause 8.2. Payment shall be made by incoming bank transfer unless otherwise agreed by Shell. If payment is not made in accordance with the agreed terms Shell reserves the right to claim interest or a late payment charge at a rate of 18% on late payment. Additional compensation for debt recovery costs, capped at the maximum permitted under applicable law, shall also be recovered if the payment is not collected through normal debt collection process and recovery proceedings were initiated. Where the last day for payment falls on a day other than a “Business Day” (meaning a day that is neither a Saturday nor a Sunday nor a public holiday in Shell’s principal place of business) then any such payment shall be made on the nearest preceding Business Day. Shell may at any time withhold and set off any sum due from Shell to Buyer against any sum due from Buyer or any of Buyer’s Affiliates to Shell under this Agreement or otherwise.
- PRICES:** Unless otherwise agreed in writing the prices to be charged for Product and/or Services will be Shell's current price list for Product and/or Service in question. Product uplifted by Shell at Buyer's request will be credited at the invoice price unless agreed otherwise with Shell. Buyer shall also be liable for relevant charges as advised by Shell in writing from time to time. If Buyer's requires Shell to handle any compulsory stock obligations on the part of Buyer, that shall be subject to separate agreement and charges.
- CHANGES IN PRICE:** Shell reserves the right to increase the price charged for any Product in changing the list price and/ or discount of any Product; in doing so, Shell will be giving the Buyer not less than [15 days] [71] notice in writing. If the parties do not agree upon a renewed price within [15 days] [71] of the date of the notice, Shell may terminate this Agreement. During the period between notification of (i) a price change, or (ii) a withdrawal or substitution of a Product, and the implementation thereof, the Buyer may not purchase greater than 110% of the scheduled volumes for that Product for that period, as set out in the present Agreement or further modifications thereof. Shell shall be under no obligation to supply any quantities over the agreed volumes, except on a “reasonable endeavours” basis.
- CREDIT LIMIT AND SECURITY:** At Shell’s request, Buyer shall provide Shell with financial performance data of Buyer and, prior to any and each assignment or novation, of any proposed assignees or novatees of Buyer. Additionally, Buyer agrees to dialogue with Shell in sufficient detail as is necessary for Shell to form a clear judgment on the financial health of Buyer (including in the event of a Change of Control) or any proposed assignee or novatee in order that Shell may set a credit limit (inclusive of VAT/GST) (the “Credit Limit”) for Buyer. If Buyer fails to comply with this provision or if at any time the reliability or the financial responsibility or creditworthiness of Buyer (or of any guarantor or other person furnishing security in support of Buyer) should, in Shell's opinion, be or become impaired or unsatisfactory (whether by failure to make any payment on its due date or otherwise) or should Buyer exceed the Credit Limit, without prejudice to any other rights or remedies under this Agreement, Shell shall be entitled to immediately suspend any delivery, collection or lifting and refuse access to Shell’s premises until such time as such default or situation has been remedied. Following any such occurrence, Shell shall be entitled (at Shell's option) either to receive upon demand immediate payment in cash in



advance of the due date or to receive from Buyer on demand any security satisfactory to Shell, in respect of any delivery, collection or lifting or any proportion thereof.

If Buyer fails to pay any indebtedness to Shell in accordance with the terms for such indebtedness (whether or not under this Agreement), Shell may in addition to any other remedies, postpone or withhold the supply of Product, change payment terms, cancel and/or terminate this Agreement immediately upon written notice to Buyer.

6. TAXES: Prices charged by Shell are in principle exclusive of VAT/GST. Only in cases advised by Shell will prices be inclusive of VAT/GST. Prices are inclusive of all other taxes, imports and duties leviable by any fiscal authority having authority unless such Product is exempt from any such tax, import or duty under and in accordance with the applicable law. Buyer warrants and undertakes that Product and Services supplied under this Agreement will not be used in contravention of applicable laws. **6A. Goods and Services Tax**

Notwithstanding anything contained in this contract, the following clauses shall come into effect on the introduction of Goods and Services Tax ('GST') in India and shall supersede all other clauses to the extent covered in this clause:

'Indirect Taxes' shall include Central Goods and Services Tax ('CGST'), Integrated Goods and Services Tax ('IGST'), State Goods and Services Tax ('SGST') levied by the States, Union Territory Goods and Services Tax ('UTGST') levied by the Union Territories, allied cesses, duties and taxes (hereinafter collectively referred to as 'GST Laws')

In respect of the 'Price' for the scope under this Contract:

'Price' shall in principle be exclusive of all Indirect Taxes applicable on the Scope of this contract, whether the statutory liability to discharge such Indirect Taxes is on Shell or Buyer. Only in cases advised by Shell will prices be inclusive of GST.

Shell shall intimate the Buyer regarding the change in Indirect Taxes applicable on the Scope of the contract

Buyer shall be liable to reimburse Shell for any increase in any non-creditable taxes on account of introduction of GST Laws for any procurements made by Shell for the Scope under this Contract

Buyer shall deduct/ withhold any Indirect Taxes, in the manner as may be prescribed under GST Laws, from the Price payable to Shell and shall furnish appropriate documentation for the same

Shell and Buyer to mutually agree upon the Place of Supply for the Scope under this Contract in accordance with the GST Laws

In respect of input tax credits:

Parties shall mutually agree the timelines and mechanism for reconciling the mismatches between Shell's and Buyer's disclosures in the statutory returns

In the event of discrepancy between invoice or any other document reported by the Shell in the statutory return(s) and electronic credit register of the Buyer, Shell shall be responsible to rectify such discrepancy within 30 days of identification the same by either of the parties

Shell shall be entitled to recover from the Buyer any additional Indirect Taxes in relation to the Scope of the Contract with respect to the transition stock or during the transition period.

6.1.

7. QUALITY: Any Product or Service shall conform to any specification or description set out in this Agreement and any Shell literature published in relation thereto as current from time to time. Product will be fit for the purpose set out in such literature and not for any other purpose whatsoever. **THE EXPRESS TERMS AND CONDITIONS OF THIS AGREEMENT SHALL APPLY IN PLACE OF ALL WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, STATEMENTS, UNDERTAKINGS AND OBLIGATIONS WHETHER EXPRESS OR IMPLIED BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, ALL OF WHICH ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.** The express terms and conditions of this Agreement shall benefit only the direct purchaser of the Product and not any secondary or remote purchaser, provided that the Buyer shall ensure that in any resale by it of branded Product, the specifications, description and literature provided to the Buyer shall be conveyed with the Product. The Products are subject to Shell's quality control system which is accredited to **ISO 9001:2008**. Current Standard Product specifications can be viewed at **www.epc.shell.com**.

8. QUANTITY AND MEASUREMENT: Shell shall be responsible for measurement of the quantity of Product delivered for the purposes of preparing accounts which shall be conclusive and binding in the absence of manifest error on the part of Shell.

Buyer is entitled to be represented at the taking of measurements for bulk deliveries if it so requests. Shell does not accept any responsibility whatever for discrepancies in Buyer's tanks, dip rods or measuring devices or any discrepancy arising there from. The quantity of bulk Product actually delivered may vary by up to 5% (either way) from the quantity ordered by Buyer. Shell will charge the price for the quantity delivered but any load concessions agreed with Buyer for which the order might otherwise have qualified will still be applied. The quantity is defined by volume and no temperature compensation shall be carried out.

9. AVAILABILITY: Shell may at any time change the grade, specifications, characteristics, delivery package, brand name, or other distinctive designation of any Product, and such Product as so changed shall remain subject to this Agreement. Shell reserves the right at any time to discontinue supplying any such Product covered by this Agreement or to substitute a different Product or grade(s) of



Product. In the event any substitution is made, any maximum and minimum quantities applicable to the substituted Product shall apply to such replacement Product or grade(s) of Product and the price shall be Shell's applicable price for such replacement Product. Thereafter, Shell shall be relieved of any further liability or obligation to furnish the discontinued Product or grade(s) of Product. For the avoidance of doubt, it is understood between the Parties that Shell may, at its sole discretion, change the shape, size or format of any packaging or labels at any time and that such change is not considered to be a change of quality of the Product. Shell may at its option notify Buyer in advance of any such changes.

10. DELIVERY/COLLECTION: Product delivered to Buyer or procured to be delivered on the days, shall be delivered between hours and in loads of minimum and/or maximum quantity as may from time to time be prescribed by Shell, and Buyer shall request deliveries under this Agreement accordingly and shall allow reasonable time for Shell to deliver. Where applicable, Buyer warrants and undertakes to provide suitable facilities to allow safe offloading. The cost of uplifts requested by Buyer or caused by Buyer's default may be charged to Buyer. With Shell's consent Buyer may collect Product itself or by sub-contractor directly from a designated Shell location. The collection vehicles shall be suitable for delivering Product of the type and quantity to be collected and compatible with the facilities available at the Shell location. Vehicles must be insured, licensed and in proper roadworthy condition. Drivers of vehicles must be qualified, equipped for taking delivery of Product and must strictly comply with all safety and other requirements of applicable law and as stipulated by Shell at each location. Shell accepts no liability for any damage, losses, claims, liabilities, costs and expenses of any kind arising from failure to comply with the provisions of this [section 10](#). In the event that Buyer resells any Product, Buyer shall comply with the requirements contained in this clause regarding vehicles and drivers in the delivery of Product to its customers.

11. RISK AND TITLE: Risk of the Product delivered under this Agreement shall pass to Buyer in accordance with the relevant Incoterm (Incoterms 2010) stated in the Commercial Terms of this Agreement or if not specified therein, in the relevant purchase order. If no Incoterm has been specified, the risk in Product delivered under this Agreement shall pass to Buyer: (i) in the case of delivery by road tank wagon, when on discharge it passes the hose connection of the storage tank, container, receptacle, vessel or fill line (as the case may be) provided by Buyer; (ii) in the case of barrel, drum, containers, IBC (Intermediate Bulk Container), or other package deliveries, at the time of offloading when the package is removed from the craft, vessel, wagon or car provided by Shell for delivery of such package and; (iii) in respect of ex rack sales of other collection of Product, when the Product passes the hose connection or is otherwise loaded onto Buyer's road tank wagon at the loading rack.

Title to Product supplied shall pass to Buyer on payment of all debts due and owing by Buyer to Shell as long as Buyer is not in default of this Agreement. Although Product supplied remains the property of Shell under this clause, Buyer may use the Product in the ordinary course of business as long as Buyer is not in default of this Agreement. Until such time as title in Product passes to Buyer, Buyer shall hold Product as Shell's fiduciary agent and bailee, and shall keep Product properly protected and insured and identified as Shell's property. Buyer shall not provide the Product as a security or collateral nor pledge it or use it as a lien.

12. HEALTH, SAFETY AND THE ENVIRONMENT: Shell is committed to the promotion of health and safety and to proper regard for the environment in respect of all its activities. Shell issues health and safety data sheets for Product and Buyer shall be responsible for ensuring that its employees and contractors read and observe the instructions and recommendations in these. Replacement health and safety data sheets may be obtained by visiting the relevant website at www.epc.shell.com or by contacting your Shell representative. Buyer shall cooperate with Shell in facilitating and implementing measures designed to improve health, safety and environmental performance.

Buyer shall ensure that all installations and equipment used with Product are installed, maintained and operated in such manner to avoid accidents which could have reasonably been anticipated and shall do everything necessary to prevent Product, used or unused, to enter drainage, sewage systems, water courses or soil. Buyer is required to co-operate, so far as it can reasonably, with Shell in implementing measures designed to improve health, safety and environmental performance.

13. TERMINATION: Without prejudice to any other rights or remedies under this Agreement or at law, either Party shall be entitled to terminate this Agreement summarily by written notice to the other if the other has committed a material breach of any of its obligations under this Agreement between Buyer and Shell and the other Party has failed to remedy such breach within [14] [42](#) days of a notice having been served on it by the first Party specifying the breach and requiring its rectification.

Shell shall be entitled to terminate this Agreement on written notice to Buyer: (a) if Buyer stops or suspends or threatens to stop or suspend payment of all or a material part of its debts or is unable to pay its debts as they fall due; or if any steps are taken by Buyer for a moratorium in respect of or affecting all or substantially all of its debts; or any step is taken by any person including Buyer with a view to the administration, winding up or bankruptcy of Buyer; or any step is taken to enforce security over or a distress, execution or other similar process is levied or served against all or substantially all of the assets or undertaking of Buyer, including the appointment of a receiver, administrator, administrative receiver, trustee in bankruptcy, manager or similar officer; or any event or circumstance occurs which under the law of any relevant jurisdiction has an analogous or equivalent effect to any of the events listed above; (b) if Buyer commits any breach of any of its obligations under this Agreement (whether or not such breach would otherwise qualify as a repudiatory breach at common law) which is either incapable of remedy or if capable of remedy, is not remedied within 14 days of a notice having been served by Shell requiring remedy or commits a repetition of such breach; (c) if Buyer fails to pay any sum due under this Agreement by the date it is due; or (d) if Buyer experiences a Change of Control. On termination of this Agreement, (i) all sums owed to Shell shall become immediately due and payable and all obligations of Shell hereunder for the sale of Product to Buyer shall cease; (ii) Shell shall be entitled to recover and resell Product the property in which remains vested in Shell and Shell may enter upon Buyer's premises for that purpose; (iii) any order for Product accepted by Shell which remains to be fulfilled may be cancelled at Shell's option without liability on Shell's part; and (iv) the rights and obligations of the Parties under this Agreement shall terminate and be of no further effect, except for those provisions that by their nature are intended to survive termination.



14. LIABILITY: Notwithstanding any other provision in this Agreement, neither Party shall be liable to the other Party under or in connection with this Agreement for loss of actual or anticipated profit, losses caused by business interruption, loss of goodwill or reputation, or any indirect, special or consequential cost, expense, loss or damage EVEN if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the Parties and whether arising from breach of contract, negligence or other tort, breach of statutory duty or otherwise. Neither party excludes or limits its liability for fraud or death nor for personal injury arising from its negligence or any liability to the extent the same may not be excluded or limited as a matter of law. This clause shall not affect the indemnities given in this Agreement.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, SHELL AND ANY AFFILIATE OF SHELL'S TOTAL LIABILITY TO BUYER IN RESPECT OF LOSSES OR CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR BREACH OF CONTRACT, WARRANTY, STATUTORY DUTY OR OTHER TORT, INCLUDING SHELL'S NEGLIGENCE, SHALL NOT EXCEED THE SALE PRICE OF THE RELEVANT DELIVERY OF THE PRODUCT(S), IF DELIVERED, OR, IF LIABILITY ARISES FROM A FAILURE TO DELIVER, THE SALE PRICE OF THE PRODUCT HAD IT BEEN DELIVERED AND INVOICED.

Notwithstanding the provision above or any other provision of this Agreement, Shell's liability to the Buyer in respect of losses or claims arising under or in connection with the provision of any Services under this Agreement, whether as a result of breach of contract, breach of warranty, breach of statutory duty, negligence or other tort shall be limited to re-performing the Services in respect of which the liability, loss or claim arose.

15. FORCE MAJEURE: Neither Shell nor Buyer shall be liable for any failure to fulfill their respective obligations under a contract governed by these terms and conditions (other than the payment of money) if fulfillment has been delayed, hindered, interfered with, curtailed or prevented by any circumstance whatsoever which is not within the reasonable control of Shell ("**Force Majeure Event**"), including: (a) any act of God, fire, explosion, landslide or earthquake; or any storm, hurricane, flood, tidal wave or other adverse weather condition; or any war (whether declared or not), revolution, act of civil or military authority, riot, blockade, embargo, trade sanction, terrorism, sabotage, or civil commotion; or any epidemic or quarantine restriction; or (b) any curtailment, failure or cessation of supplies of labour, service, utility or facility, or raw material, feedstocks or other substances from which such Products are derived or any of Shell's sources of supply (whether in fact sources of supply for the purposes of these terms and conditions or not) or packages into which they might be filled; or (c) any unavailability of or interference with the usual means of transporting the Products; or (d) any unplanned shutdown or shutdown in anticipation of a breakdown or malfunction affecting the plant or source of supply of Products; (e) compliance with any law, regulation or ordinance, or with any order, demand or request of any international, national, port, transportation, local or other authority or agency or of any body or person purporting to be or to act for such authority or agency or any corporation directly or indirectly controlled by any of them; or (f) any strike, lock-out or labour dispute (whether or not Shell or Buyer as the case may be is party thereto or would be able to influence or procure the settlement thereof). The Parties acknowledge that without prejudice to other cases and without limitation the closure or standstill of production facilities, depots or other delivery facilities of Shell shall be considered a Force Majeure Event. The Parties further acknowledge that an inability to pay any sums due or other economic distress shall not be a Force Majeure Event.

If by reason of any of the causes referred to above, either the availability from any of Shell's sources of supply (wherever situated) of Products, whether deliverable under a contract governed by these terms and conditions or not, or the normal means of transport of such Products is delayed, hindered, interfered with, curtailed or prevented, then Shell shall be at liberty to withhold, reduce, suspend or cancel supplies under a contract governed by these terms and conditions; or apportion any reduced quantity of Products among itself and its customers and affiliates in any manner it determines to be fair and reasonable and to such extent as Shell may in its absolute discretion think fit, and Shell shall not be bound to acquire by purchase or otherwise additional quantities from other suppliers. Any additional quantities which Seller does acquire from other suppliers or from alternative sources may be used by Shell at its complete discretion and need not be taken into account by Shell for the purpose of determining the extent to which it is to withhold, reduce or suspend deliveries under a contract governed by these terms and conditions. Any additional quantities which Shell does acquire from other suppliers or from alternative sources may be used by Shell at its complete discretion and need not be taken into account by Shell for the purpose of determining the extent to which it is to withhold, reduce or suspend deliveries under this Agreement.

Buyer shall be free to purchase from other suppliers any deficiencies of deliveries caused by the operation of this clause but Shell shall not be responsible for any additional cost thereby incurred by Buyer.

Shell reserves the right to increase the price charged for any Product (whether the price was originally determined by reference to Shell's prices or separately agreed in writing) if there is any increase in the costs incurred or to be incurred by Shell in making the relevant supply due to factors which are beyond the control of Shell. These factors include without limitation any increased taxes, duties, the making of any law, order, bye-law or other regulation affecting the cost of any imported items.

No curtailment or suspension of deliveries, or acceptance of deliveries, pursuant hereto shall operate to extend the term of a contract governed by these terms and conditions or to terminate such contract, unless such curtailment or suspension lasts for a continuous period of 30 days, in which case either Party shall be entitled to terminate such contract forthwith on written notice to the other Party. Neither Shell nor Buyer shall be liable for any damage, loss, expense, claim or costs incurred by the other Party as a result of such termination. Such termination shall be without prejudice to any right, obligation or liability which has accrued prior to the effective date of such termination. Shipments of the Products or any portion thereof, the delivery or acceptance of which has been prevented by any of the causes referred to above, shall be deducted from the amount required to be delivered and received hereunder unless otherwise agreed in writing. Performance under such contract shall resume to the extent made possible by the end or amelioration of the cause(s) referred to above.



Each Party shall use its best endeavours to inform the other Party in a reasonable time when it becomes aware of an act or a circumstance which constitutes force majeure and when such act or circumstance ceases to exist.

16. SHELL TRADE MARKS, SPECIFICATIONS AND FORMULATIONS: All Intellectual Property Rights, and any Branded Materials or literature supplied by Shell in connection with this Agreement, shall be and remain the property of Shell or the relevant Shell Affiliate, and Buyer shall not be entitled to or claim, and shall procure that its Affiliates or agents do not claim, ownership of or any rights in the same. Buyer further acknowledges that any use or display of the Shell Trade Marks pursuant to this Agreement shall be deemed to be use by Shell or the relevant Affiliate of Shell, and furthermore that any goodwill attaching to the Shell Trade Marks and arising out of such use or display shall accrue to and be for the benefit of, Shell or the relevant Affiliate of Shell. Nothing in this Agreement shall give Buyer, its Affiliates or its agents any proprietary interest in or title, claim or right whatsoever to any of the Shell Trade Marks.

Without prejudice to any other provision in this clause, the only trade marks or trade names (other than Buyer's name) which may be displayed in advertising or promoting the Products shall be those Shell Trade Marks designated or authorised by Shell, and Buyer shall comply strictly with Shell's instructions relating to the context, scale and manner of use of such trade marks or trade names in all such advertising or promotion.

In the case of supply of bulk Products nothing in this Agreement, except as may be expressly provided or required by Shell, shall be deemed to confer any right on Buyer to apply any of the Shell Trade Marks to any Product or to use the Shell Trade Marks in relation to the Products.

Buyer shall, and shall procure that its resellers and agents shall, only use the Shell Trade Marks as Shell may direct from time to time and only in such manner as Shell may direct from time to time.

Buyer agrees that it will not perform any act that may affect or harm the good reputation of Shell or any Affiliates of Shell, or of any of its or their products or brands. Buyer agrees that Product bearing Shell Trade Marks will be sold by Buyer in the form in which it is received and, in particular, Buyer will sell such Product without addition, adulteration, alteration or contamination of any kind whatsoever. Buyer further agrees not to alter the decoration or visible design of packaged Product in any way or to remove, obliterate or otherwise deface the trade marks appearing thereon. For the avoidance of doubt and without prejudice to the generality of the foregoing, Buyer shall only use the Product containers and packaging material as provided by Shell, and shall return any used containers and advertising and packaging material to Shell if so requested and not repackage any Product supplied in bulk.

Buyer shall not, and shall procure that its resellers and agents do not, without the prior written consent of Shell in its absolute discretion: (i) negotiate, renew or enter into any sponsorship, advertising or similar arrangement which would involve use or display of any of the Shell Trade Marks; or (ii) engage any brand service provider (e.g. advertising or media agency or market research company) in connection with activities which would involve use or display of any of the Shell Trade Marks; or (iii) commission, release, display or use any advertising or promotional materials in any media in connection with Shell or the Products and involving use or display of any of the Shell Trade Marks, other than those materials and templates provided or made available by Shell; or (iv) erect or otherwise display any signage or advertising hoardings displaying any of the Shell Trade Marks, other than as may be supplied or approved by Shell.

Buyer shall immediately discontinue any use of the Shell Trade Marks on expiration or termination of this Agreement.

Where any specification has been supplied by Buyer for Product manufacture by or to the order of Shell, Buyer warrants that the use of that specification for the manufacture, processing, assembly or supply of Product to be sold under this Agreement shall not infringe the rights of any party.

No warranty or condition, express or implied, shall be given by Shell in respect of the merchantability or fitness for purpose of any Product supplied that has been manufactured in accordance with Buyer's product specification.

Buyer shall promptly notify Shell on becoming aware of any infringement or suspected or apparent or threatened infringement of, or any actions, claims or demands or proceedings in relation to, any Intellectual Property Rights and shall render to Shell all the assistance Shell may require in connection therewith, incidental thereto or arising thereunder, including the prosecution (at Shell's expense) of any actions that Shell may deem necessary to commence for the protection or defence of any of its rights.

17. CONFIDENTIALITY: Each Party shall treat as confidential all information obtained as a result of entering into or performing this Agreement or any purchase order which relates to (i) the provisions of this Agreement or any purchase order or its effect on this Agreement; (ii) the negotiations relating to this Agreement or any purchase order; (iii) the subject matter of this Agreement or any purchase order; or the other Party. Each Party shall (a) not disclose any such confidential information to any person other than any of its Affiliates or its Affiliates' directors or employees who needs to know such information in order to discharge his duties; and (b) procure that any person to whom any such confidential information is disclosed by it complies with the restrictions contained in this clause as if such person were a party to this Agreement.

Notwithstanding the other provisions of this clause, either Party may disclose any such confidential information (i) if and to the extent required by law or for the purpose of any judicial proceedings; (ii) if and to the extent required by existing contractual obligations; (iii) if and to the extent required by any securities exchange or regulatory or governmental body to which that Party is subject; (iv) to its professional advisers, auditors and bankers; (v) if and to the extent the information has come into the public domain through no fault of that Party; or (vi) if and to the extent the other Party has given prior written consent to the disclosure. The restrictions contained in this clause shall continue to apply for a period of [3] years after the termination of this Agreement. For the avoidance of doubt, and notwithstanding the first paragraph of these GTCs, any confidentiality provisions in an existing agreement shall continue to apply in addition to the provisions of this clause.



18. NOTICES: Except where expressly stated otherwise, a notice, demand, request, statement, or other communication under or in connection with the Agreement shall only be effective if it is in writing. E-mail communication is permitted provided however that any notice of breach or an event of default sent by email must be followed by a fax or letter sent via courier if the recipient does not respond or otherwise expressly acknowledge receipt of such e-mail notice within two business days of such e-mail notice being sent. Unless otherwise provided herein, notice shall be deemed to have been given on the day on which such communications ought to have been delivered in due course or postal, courier or email communication. Any notice received outside of the recipient's normal business hours shall be deemed received on the next business day. Unless otherwise specified in writing, notices shall be sent to each Party at the addresses set forth in the Commercial Terms.

19. WAIVER: The failure or delay of either Party in exercising any right, power or remedy provided by law or under this Agreement shall not affect that right, power or remedy or operate as a waiver of it. The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

20. INVALIDITY: If at any time any provision of this Agreement is or becomes illegal, invalid, void or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.

21. TRADE CONTROLS AND BOYCOTTS: Buyer acknowledges that it is familiar with and will comply with all applicable laws and regulations relating to the use, diversion, trade, export or re-export of the Products. Without prejudice to the foregoing, where requested to do so by Seller, Buyer will supply Seller with evidence that controls are in place, which actively support such compliance.

Without prejudice to the above, Buyer undertakes not to export, re-export, divert, trade, ship, import, transport, store, sell, supply, deliver or re-deliver, whether directly or indirectly, the Products to or in any Prohibited Country and not to do the same to or for the end use by any entity or vessel associated with any Prohibited Country.

If Buyer is, or is likely to be, prevented by any law, policy, demand or request to which it is subject or any governmental policy, demand or request by which Buyer reasonably considers it is bound, from complying with the above, then (without prejudice to Buyer's obligations as set out in this section) Seller and Buyer shall meet and discuss the implication for Buyer and Seller and, pending resolution of any difficulty which such law causes or is likely to cause, Seller may at its discretion, and without liability therefor, suspend in whole or in part supplies hereunder without prejudice to any claims that Seller may have under this Agreement.

Buyer further undertakes that the prohibition stipulated in this section shall also be imposed by Buyer on any resale customers of Buyer, together with a communication to such resale customers to communicate such said prohibition on any resale customer of theirs.

22. ANTI-BRIBERY: Each Party agrees and undertakes to the other that, in connection with this Agreement, it is knowledgeable about and will comply with all laws, regulations, rules, and requirements including those relating to anti-bribery or anti-money laundering applicable to the performance of this Agreement.

In particular, each Party represents and warrants to the other that it has not made and will not make any payments or given anything of value to officials, officers or employees of the government of the country in which the Products to be sold and purchased under this Agreement originated or are to be delivered (as the case may be), or to any agency, department or instrumentality of such governments, or to any other person, in connection with the sale and purchase of the Products which would be inconsistent with or contravene any of the above-referenced legislation.

23. AMENDMENT/MODIFICATION: No amendment or modification of any of the provisions of this Agreement or the rights or obligations of the parties shall be valid unless it is agreed in writing by and is signed on behalf of each of the parties, and specifically refers to this Agreement.

24. INFORMATION: Data supplied, whether personal or otherwise, by a Buyer and/or which relates to a Buyer's account will be held and processed by computer or otherwise by Shell to operate Buyer's account(s); to confirm, update and enhance Shell's Buyer records; for statistical analysis; to establish any identity or otherwise as required under applicable legislation; to assess each Buyer's credit status on an ongoing basis; and otherwise as considered necessary or appropriate by Shell. In each case the processing may continue after this Agreement has ended. Alternatively, Buyer may be requested to complete or fulfil other checks as may be necessary to satisfy credit assessments, money laundering or fraud detection requirements.

Shell may disclose data relating to Buyer and/or a Buyer's account(s) to (a) a credit reference agency where it may be accessed by other financial institutions to assist assessment of any application for credit made to Shell and for debt tracing and fraud prevention; (b) to any agent or sub-contractor of Shell performing services in connection with Buyer's account; (c) to any person to whom Shell proposes to transfer any of its rights and/or duties under this Agreement; (d) to any guarantor or person providing security in relation to Buyer's obligations under this Agreement; (e) as required or permitted by law or any regulatory authority; and/or (f) as otherwise considered necessary or appropriate by Shell.

Without prejudice to any other provisions for termination contained in this Agreement, all monies due and owing by Buyer to Shell shall become due and payable forthwith if Shell discovers that any information provided by Buyer to Shell is materially inaccurate.

25. ASSIGNMENT: Shell shall be free to assign this Agreement either in whole or in part or to sub-contract any of its obligations under this Agreement to a third party by written notice to Buyer. This Agreement shall not be assigned, transferred or sub contracted in whole or in part by Buyer without the prior written consent of Shell.



26. THIRD PARTIES: Except as otherwise set forth in section [14] above, the Agreement is intended solely for the benefit of the Parties and nothing in the Agreement shall be construed to create any rights in favour of, any duty to or standard of care with reference to, or any liability to any third Party.

27. SURVIVAL: Expiration or termination of this Agreement shall not relieve either Party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature should survive shall remain in effect after termination or expiration of this Agreement. For the avoidance of doubt (and without prejudice to the generality of the foregoing), the provisions of Clauses 17 (Shell Trade Marks, Specifications and Formulations), 15 (Liability), 20 (Waiver), 21 (Invalidity), 29 (Entirety), 19 (Notices), 18 (Confidentiality), Governing law and Jurisdiction, 25 (Information), 22 (Trade Controls and Boycotts) and 28 (Survival) shall remain in effect after the termination or expiration of this Agreement.

28. ENTIRETY: This Agreement (including all Annexes and any attachments thereto, and any other documents incorporated into this Agreement by reference) constitutes the whole agreement between Shell and Buyer and supersedes any and all prior agreements, pre-contractual statements, representations, arrangements, terms and understandings whether oral or written between the parties with regard to its subject matter unless otherwise provided for herein.

Each party acknowledges that it has not relied upon any pre-contractual statement, representation or promise in agreeing to enter into this Agreement. Except in the case of fraud, no party shall have any right of action against any other party arising out of or in connection with any pre contractual statement, representation or promise except to the extent that it is repeated in this Agreement.

29. GOVERNING LAW AND JURISDICTION: : This Agreement and any dispute, controversy or claim arising out of or in connection with this Agreement or its subject matter or formation, whether in tort, contract, under statute or otherwise, including any question regarding its existence, validity, interpretation, breach or termination, and including any non-contractual claim (“Dispute”) will be exclusively governed by and construed in accordance with the laws of [India] excluding conflict of law rules and choice of law principles that would deem otherwise.

29.1. In relation to any legal action or proceedings arising out of or in connection with this Agreement (whether arising out of or in connection with contractual or non-contractual obligations), each of the Parties irrevocably submits to the jurisdiction of the courts in New Delhi, India.

29.2. The United Nations Convention on the International Sale of Goods will not apply to the Contract.

29.3. Any Dispute shall be finally and exclusively resolved by arbitration under the arbitration rules of The Delhi International Arbitration Centre (DAC) (the “Rules”), which Rules are deemed to be incorporated by reference into this Agreement. The venue and seat of the arbitration shall be New Delhi. The language of the arbitration shall be English. The arbitral tribunal (the “Tribunal”) shall consist of one where the value of the claim is less than US\$5 million and of three where the value of the claim is equal or more than US\$5 million, and shall be appointed in accordance with the Rules. The Parties agree to waive any objection to proceedings in such arbitration forum on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

Any award rendered by the Tribunal shall be made in writing and shall be final and binding on the Parties. The Parties undertake to carry out the award without delay.

All aspects of the arbitration shall be confidential. Save to the extent required by law or pursuant to any proceedings to enforce or challenge an award, no aspect of the proceedings, documentation, or any (partial or final) award or order or any other matter connected with the arbitration shall be disclosed to any other person by either party or its counsel, agents, corporate parents, affiliates or subsidiaries without the prior written consent of the other party.