

ANNEXURE 1

General terms of sales and supply

1. Proposal

In the absence of any separate contractual agreements, Busch Group India, as the supplier, shall effect deliveries and provide services exclusively under the terms and conditions set forth herein. Under no circumstances shall any contradictory terms and conditions of Purchaser become a part of the contract – and neither by acceptance of an order –, even if not expressly refuted. These General Terms and Conditions of Sale and Supply shall apply to both the present business transaction as well as to any and all future business transactions.

2. Definitions

- 2.1 BUYER/PURCHASER is the person and/or entity purchasing the GOODS and/or SERVICES described in the Busch India Group's PROPOSAL or QUOTATION.
- 2.2 **BUSCH GROUP INDIA represents Busch Vacuum India Private Limited and Pfeiffer Vacuum (India) Private Limited.**
- 2.3 SELLER is defined as Busch India Group., a manufacturer/Supplier of GOODS (including, but not limited to, vacuum pumps and pump components) and/or provider of SERVICES described in the PROPOSAL or QUOTATION.
- 2.4 GOODS include, but are not limited to, vacuum pumps, manufactured subassemblies, materials and/or products.
- 2.5 SERVICES include, but are not limited to, field services, training, materials supplied, vacuum pump refurbishment, component testing, material transportation, and pump repairs related to BUYER owned material and/or equipment.
- 2.6 SERVICED MATERIAL and EQUIPMENT is BUYER supplied GOODS and EQUIPMENT provided to SELLER for the purpose of performing SERVICES.
- 2.7 QUOTATION or PROPOSAL is a written document provided by SELLER detailing the costs to BUYER and conditions for the GOODS and/or SERVICES to be purchased.
- 2.8 ORDER or PURCHASE ORDER is a written document provided by BUYER to SELLER requesting GOODS and/or SERVICES to be purchased, manufactured or assembled.
- 2.9 TERMS OF SALE is defined as the contents of this document.
- 2.10 LIMITATION OF LIABILITY is as stated in the TERMS OF SALE.

3. Proposal and Contract

Busch Group India's price lists, catalogs, and advertisements are not offers. Details like illustrations and measurements in proposals can change without notice and are approximate unless stated as binding. Verbal agreements or advice are not valid unless confirmed in writing by Busch Group India. Minor differences from product specifications are deemed to be approved. A contract starts only with Busch Group India's written order confirmation or delivery. Busch Group India owns all rights to its samples, estimates, plans, drawings, and other info (physical or digital), and these can't be shared with others without their written permission.

4. Scope of Supply

Busch Group India's written confirmation of order shall be definitive with respect to the scope of and all further details relating to the supply; in the case of a time-limited proposal from Busch Group India, and its acceptance by Purchaser within the stipulated term, said proposal shall be deemed to be definitive in the absence of timely confirmation of order by Busch Group India, any collateral agreements or modifications shall require written confirmation by Busch Group India

5. Prices and Payment

- 5.1 Prices shall be either ex works or ex consignment warehouse, including loading at the factory or consignment warehouse, however exclusive of packing materials and statutory applicable taxes. Busch Group India, shall be entitled to invoice packing materials at cost and reserves the right to require return of its transport packing materials free of charge, provided said packing materials have been delivered free of charge by Busch Group India, no credit shall be given for returned packing materials.
- 5.2 In the absence of any special agreement, payment shall be made at Busch Group India's payment office, with no deductions. The following payment terms shall be applicable with respect to systems and plants:
 - 20 % advance payment upon receipt of the confirmation of order
 - 80 % as soon as Purchaser has been notified that the major components are ready for shipmentPurchaser shall only be entitled to withhold payments or set them off against any counterclaims if said counterclaims are undisputed or have become legally final.
- 5.3 The minimum order value shall be INR 5000.00 exclusive of taxes.
- 5.4 The Buyer is entitled by agreement with Busch Group India, to rescind an order in writing within 14 days of the order being confirmed by Busch Group India, In the case of a rescission, Busch Group India, is entitled to invoice 15% of the total value of the order as a lump-sum payment for expenses. Goods returned following rescission will furthermore be subject to a charge of 10% of the net value of the goods, but not less than INR 10000.00, to cover the functional testing and processing required.

6. Delivery Term / Delayed Delivery

- 6.1 The delivery term shall be based upon the agreements reached between the contracting parties. Compliance with the delivery term by Busch Group India, shall necessitate that all commercial and technical questions between the contracting parties have been clarified and that Purchaser has satisfied all of its obligations, e.g. submittal of the documents, approvals or releases to be procured by Purchaser, or that an agreed advance payment has been made. Should this not be the case, the delivery term shall be appropriately extended. This shall not apply to the extent that Busch Group India, is responsible for said delay.
- 6.2 Compliance with the delivery term shall be subject to correct and timely delivery of raw materials and supplies to Busch Group India,
- 6.3 The delivery term shall be deemed to have been observed if the supplied items have left Busch Group India's factory or notification of readiness for shipment has been made prior to the expiration of the delivery term. Should acceptance testing be required, the date of the acceptance testing – with the exception of justified refusal to perform said acceptance testing – shall be definitive, or alternatively notification of readiness for acceptance testing.
- 6.4 Should shipment or acceptance testing of the supplied item be delayed due to reasons for which Purchaser is responsible, Purchaser shall be charged for the costs incurred as a result of said delay, beginning one month subsequent to notification of readiness for shipment or acceptance testing.
- 6.5 Should failure to observe the delivery term be caused by force majeure, strikes, lock-outs or other events beyond the control of Busch Group India, the delivery term shall be appropriately extended. This shall also apply if a sub-contractor is subjected to such circumstances. Nor shall the above-described circumstances be the responsibility of Busch Group India, if they arise during the course of an existing delay. In important cases, Busch Group India, shall inform Purchaser as soon as possible of the beginning and end of such hindrances.
- 6.6 Purchaser shall be entitled to withdraw from the contract without notice if it has finally become impossible for Busch Group India, to provide the entire performance prior to passage of the risk. Furthermore, Purchaser shall also be entitled to withdraw from the contract if the execution of a part of an order has become impossible or if Purchaser has a legitimate interest in refusing partial delivery. Should this not be the case, Purchaser shall pay the contractual price relating to the partial delivery. The same shall also apply in the event of Busch Group India's inability to perform. Apart from this, Point 9 & 14 shall apply. Should the impossibility or inability to perform occur during the course of delay in acceptance testing or should Purchaser solely or predominantly be responsible for said circumstances, Purchaser shall be obligated to provide compensation therefor.
- 6.7 Should shipment be delayed at the request of Purchaser, Purchaser shall be charged the storage costs incurred therefor, beginning one month subsequent to notification of readiness for shipment; in the case of storage at the Busch Group India, factory or consignment warehouse, however, at least 0.5% of the invoice amount for each full week of delay. Following stipulation and expiration of an adequate term, Busch Group India, shall additionally be entitled to otherwise dispose of the item to be supplied and to effect delivery to Purchaser subject to a reasonable extended term.

7. Passage of Risk and Acceptance Testing:

- 7.1 Risk shall pass to Purchaser at the latest upon shipment of the items to be supplied, even if partial deliveries are made or if Busch Group India, has assumed other performances, e.g. shipping costs for delivery and installation. Upon request by Purchaser, Busch Group India, shall insure the consignment at Purchaser's expense against theft, breakage, shipping, fire or water damage, as well as any and other insurable perils. Should acceptance testing be performed, the time of said acceptance testing shall be definitive for passage of the risk. Said acceptance testing shall be performed without delay on the date set for the acceptance testing, or alternatively subsequent to notification by Busch Group India, of readiness for acceptance testing. The presence of an immaterial defect or deficiency shall not entitle Purchaser to refuse to perform acceptance testing.
- 7.2 Should shipment or acceptance testing be delayed or not be performed due to circumstances for which Busch Group India, is not responsible, the risk shall pass to Purchaser upon the day that notification of readiness for shipment or acceptance testing is made. Busch Group India shall undertake to obtain the insurance coverages requested by Purchaser at Purchaser's expense.
- 7.3 Purchaser shall be required to accept delivered items even in the presence of immaterial defects or deficiencies, without prejudice to the rights set forth in Point 9.
- 7.4 Partial deliveries shall be permissible if not unreasonable for Purchaser.

8. Retention of Title

- 8.1 Busch Group India, shall retain title to the supplied item until any and all payments have been received – including payments for any performances that might additionally be owed – arising from the contract for supply and until such time as payment has been received for any and all claims against Purchaser or members of its corporate group by Busch Group India, or members of its corporate group. Should Purchaser be a dealer or a manufacturer, it shall be revocably authorized to incorporate the supplied items within the framework of proper business transactions and/or deficiencies, to process

and/or resell said supplied items. Purchaser herewith assigns to Busch Group India, its entitlements under the resale transaction (in the ratio of the value of Busch Group India's goods to the manufacturing costs of the entire product in connection with their incorporation or processing). Should said assignment exceed 120% of the claims secured by it, Busch Group India, shall release the collateral at Purchaser's written request.

- 8.2 Busch Group India shall be entitled to insure the supplied item against theft, breakage, fire, water or other perils at Purchaser's expense unless Purchaser shall have evidenced that it has taken out such insurance coverage itself.
- 8.3 Purchaser shall not be entitled to either pledge or use as collateral the supplied item. Purchaser shall be required to inform Busch Group India, immediately in the event of confiscation or other third-party dispositions.
- 8.4 Should Purchaser be in breach of the contract, in particular in the case of payment default, Busch Group India, shall be entitled to retrieve the supplied item following issuance of a warning notice, and Purchaser shall be required to surrender said supplied item. Busch Group India's right to assert its right to retention of title or to attachment of the item shall not constitute a withdrawal from the contract on the part of Busch Group India,
- 8.5 Petition for the initiation of insolvency proceedings shall entitle Busch Group India, to withdraw from the contract and to demand the immediate return of the supplied item.

9. Warranty

Subject to the exclusion of any further claims – and as governed by Point 6 – Busch Group India, shall warrant against material defects and deficiencies in title as follows:

A. Material defects

- 9.1 All components that prove to be deficient due to circumstances existing prior to the time of passage of the risk shall be remedied or re-supplied free of charge by Busch Group India, at its option. Busch Group India, shall be notified of such defects and deficiencies in writing without delay. section 377 of the German Commercial Code ("HGB") shall apply accordingly. Replaced components shall become the property of Busch Group India. In the case of major products from third-party suppliers, Busch Group India's liability shall be limited to assignment of its claims against said third-party suppliers, provided that said claims are not subject to the statute of limitations and are not significantly lower than those claims being asserted by Busch Group India,
- 9.2 Following written notification, Purchaser shall provide Busch Group India, with the required time and opportunity to remedy any and all defects or effect any and all replacement supplies that Busch Group India, shall deem necessary; otherwise, Busch Group India, shall not be liable for the consequences thereof. Only in urgent cases endangering operational safety or to prevent unreasonably high damages, whereby Busch Group India, shall be notified immediately, shall Purchaser have the right to remedy the defects itself or to have them remedied by third parties, and to demand restitution for the necessary expenses incurred.
- 9.3 Of the costs resulting from repair or replacement, Busch Group India, – should the complaint prove to be legitimate – shall bear the costs of the replacement item, including shipping (however excluding express deliveries and deliveries to other countries), as well as the reasonable costs associated with removal and reinstallation, as well as the costs of any required provision of Busch Group India's fitters and helpers which may equitably be necessitated on the basis of the individual case in question.
- 9.4 Within the framework of statutory provisions, Purchaser shall have the right to withdraw from the contract should Busch Group India, – with due consideration being given to statutory exceptions – allow an appropriate term to repair or replace, of which it has been notified in writing, to lapse. In the case of only immaterial defects or deficiencies, Purchaser shall only be entitled to claim a reduction of the contractual price. There shall otherwise be no right to a reduction of the contractual price.

B. Deficiencies in title

- 9.5 Should the use of the supplied item lead to infringement of intellectual property rights or copyrights in Germany, Busch Group India, shall at its own expense assure that Purchaser shall fundamentally be given the right of further use or that the supplied item be modified in such a way that can reasonably be expected to be acceptable to Purchaser as to ensure that the infringement of intellectual property rights or copyrights no longer exists. Should this not be possible at economically reasonable terms or conditions or within a reasonable term, Purchaser shall be entitled to withdraw from the contract. Under the above-indicated prerequisites, Busch Group India, shall also be entitled to withdraw from the contract. Furthermore, Busch Group India, shall save and hold harmless Purchaser against undisputed or legally final claims asserted by the respective owners of intellectual property rights or copyrights.
- 9.6 Busch Group India's obligations set forth in Point 6, as subject to Point 5, shall be definitive in the event of a breach of intellectual property rights or copyrights.
They shall only be applicable if and when
 - 9.6.1 Purchaser notifies Busch Group India, immediately of any asserted claims with respect to the infringement of any intellectual property rights or copyrights
 - 9.6.2 Purchaser supports Busch Group India, to an appropriate extent in connection with defending against the asserted claims or to an extent that will enable Busch Group India, to perform the modification measures pursuant to Point VIII.7
 - 9.6.3 Busch Group India, reserves the right to engage in all defensive measures, including out-of-court settlements
 - 9.6.4 The deficiency in title is not based upon an instruction on the part of Purchaser, and
 - 9.6.5 The legal infringement was not caused by the fact that Purchaser has independently modified the supplied item or has used it in a non-contractual manner

10. Liability

- 10.1 If through the fault of Busch Group India, the supplied item cannot be used by Purchaser in accordance with the contract due to neglected or faulty execution in connection with proposals and consultations prior to or subsequent to the execution of the contract or through infringement of other collateral contractual obligations – in particular with regard to instructions for the operation and maintenance of the supplied item – the provisions set forth in Points VIII. and IX. 2 shall apply accordingly to the exclusion of any and all further claims by Purchaser.
- 10.2 In the case of damages that are not incurred on the supplied item, itself, Busch Group India, shall – for whatever legal reasons – be liable only
 - a) In the event of wilful intent b) In the event of gross negligence on the part of its owner/corporate bodies or executives c) In the event of culpable injury to life, limb or health d) In the event of defects or deficiencies that Busch Group India, has maliciously concealed Within the framework of an assured warranty e) In the event of defects or deficiencies in the supplied item to the extent liability exists under the German Product Liability Act for personal injury or property damage in connection with privately utilized items.In the event of a culpable infringement of major contractual obligations, Busch Group India shall also be liable in the case of gross negligence on the part of non-executive employees and in the case of minor negligence, however in the latter case limited to typical damage under the contract that could reasonably be foreseen. Major contractual obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose compliance the contractual partner may regularly rely. No further entitlements shall exist.

11. Use of Software

- 11.1 If software is included in the scope of a delivery, the customer shall be granted a non-exclusive right to use the software and its associated documentation. It is provided for use on the designated delivery item. The use of the software on more than one system shall be prohibited.
- 11.2 The customer shall only be entitled to copy, transfer or translate the software or to convert it from object code to source code to the extent permitted by law (Sections 69a et seq. Urheberrechtsgesetz – German Copyright Act). The customer undertakes to refrain from removing manufacturer information, in particular copyright notices, or from changing these without Busch Group prior express consent or the prior express consent of the software supplier.
- 11.3 All other rights to the software and the documentation including copies thereof shall remain with Busch Group India and/ or the software supplier. The issue of sublicenses is not permitted.

12. Spare Parts, Maintenance/Repair

- 12.1 The respective Busch Group India list prices apply for spare parts, maintenance, repair and calibration services. Insofar as there is an obligation on the part of Busch Group India to maintain/supply spare parts, then this obligation shall be limited to a period of Seven (7) years from the date of delivery. If spare parts are not manufactured by Busch Group India, or are no longer available on the market, for example electronic components, or if the raw material for their production is no longer available, the obligation of Busch Group India to deliver spare parts shall lapse.

13. Applicable Law/ Dispute Resolution

- 13.1 Any and all legal relationships between Busch Group India, and Purchaser shall be subject exclusively to the pertinent laws of the Republic of India. This shall also apply with respect to foreign business transactions.
- 13.2 The Contract shall be governed by the laws of India, excluding the conflict of law rules and any conflict of laws principle that would refer to the laws of another jurisdiction.
- 13.3 Any Dispute that has not been resolved by negotiation within thirty (30) days after one party provides written notice of a Dispute to the other party shall be referred to and finally resolved by arbitration. This Contract and the rights and obligations of the Parties under this Contract shall remain in full force and effect pending the award in such arbitration proceedings as per Arbitration and Conciliation Act, 1996, or any statutory modifications or re-enactment thereof; and the award shall determine whether and when the termination of this Contract, if relevant, shall become effective.
- 13.4 Each Party irrevocably agrees that arbitration, Conciliation, shall be in Hyderabad and courts thereof in Hyderabad shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter in the case of Pfeiffer Vacuum (India) Private Limited and the arbitration, Conciliation, shall be in Gurugram and the courts thereof in Gurugram in the case of Busch Vacuum India Private Limited respectively.

14. Force Majeure

- 14.1 Seller shall not be responsible for any failure to perform hereunder or delay in performance resulting from any cause beyond Seller's reasonable control, including, but not limited to: an act of God; war; civil commotion; sabotage; labour dispute; explosion; earthquake; fire; accident; downtime; power or equipment failure or outage; inability to obtain suitable or sufficient labour; a pandemic; inability to obtain fuel, power, or materials; a carrier's delay; an embargo; or any law.
- 14.2 If the event of Force Majeure continues for more than 30 days, Seller is entitled to cancel the Purchase Order from Customer on its own discretion and without further consequences.

15. Export Control

Both Parties shall comply with all Applicable Export Laws, if an export license is required upon receipt of the Purchase Order, Supplier shall prepare an application on Purchaser's behalf and submit it to the appropriate authorities

16. Cancellation

- 16.1 In the event of order cancellation by the purchaser, the Busch India shall be entitled to claim damages equal to 15% of the order value from the purchaser.
- 16.2 The Busch India reserves the right to deduct these damages from any advance payment received from the customer.
- 16.3 If no advance payment has been received, the Busch India shall be entitled to recover the 15% damages directly from the customer and reserves the right to pursue appropriate legal action to enforce this provision.

17. General Conditions

- 17.1 These standard terms and conditions of sale (the "Terms & Conditions") shall apply to any sale by Busch Group India (or any of its direct or indirect subsidiaries or Associates) (the "Seller") of its products (the "Products") to any person, customer, distributor, integrator, firm or other, whose order is accepted by the Seller (the "Customer").
- 17.2 These Terms & Conditions together with the purchase order comprise the entire agreement between the Parties for the supply of any Products, goods or services, or for any work undertaken by the Seller in connection therewith or otherwise and supersede all prior understandings, agreements, negotiations, and communications, both written and oral.
- 17.3 In the event of any conflict or any inconsistencies between these Terms & Conditions and the purchase order, the provisions of the purchase order accepted by Busch group shall prevail.
- 17.4 Notices shall be sent by registered post or delivered in person, to the address for notices communicated by the other Party. Said notices shall be deemed received upon delivery.

18. Limited Warranty – Limitation of Liability and Remedies

- 18.1 SELLER WARRANTS TO BUYER THAT ANY EQUIPMENT OR GOODS SOLD WILL BE FREE FROM DEFECTS IN MATERIAL OR WORKMANSHIP FOR A PERIOD OF TWELVE (12) MONTHS FROM THE DATE OF RECEIPT OF SHIPMENT OR 13 MONTHS FROM THE DATE OF DISPATCH WHICHEVER IS EARLIER. IF DURING THE WARRANTY PERIOD, BUYER NOTIFIES THE SELLER OF A DEFECT, THE SELLER SHALL, AT ITS OPTION, REPAIR OR REPLACE THE DEFECTIVE MATERIAL OR WORKMANSHIP. BUYER SHALL BEAR THE COST OF FREIGHT TO AND FROM SELLER'S PLANT. MATERIALS AND GOODS THAT ARE NOT WARRANTED ARE ITEMS THAT ARE SUBJECT TO NORMAL WEAR AND TEAR, SUCH AS, BUT NOT LIMITED TO, LAMPS, BELTS, FILTERS, AND OILS/LUBRICANTS. IN ADDITION, CONTACT POINTS OR WEAR SURFACES OR ANY CONSUMABLE OR PERISHABLE ITEMS SHALL NOT BE WARRANTED. IF MATERIALS HAVE BEEN ADDED TO THE GOODS OR IF ANY PART HAS BEEN MODIFIED BY BUYER WITHOUT THE CONSENT OR KNOWLEDGE OF THE SELLER OR IF THE EQUIPMENT'S DESIGNED PURPOSE IS CHANGED DURING THE WARRANTY PERIOD, OR IF THE EQUIPMENT OR GOODS HAVE BEEN MISUSED OR NEGLIGENTLY OPERATED OR MAINTAINED BY BUYER OR IF GOODS HAVE BEEN DAMAGED BY A PROCESS THAT WOULD CAUSE AN ADVERSE METALLURGICAL REACTION, THEN THIS WARRANTY IS VOID, AND SELLER IS RELEASED FROM ALL LIABILITY AND RESPONSIBILITY UNDER THESE TERMS OF SALE.
- 18.2 EXCEPT FOR THE LIMITED WARRANTY STATED ABOVE, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND DISCLAIMS ALL WARRANTIES FOR TRADE OR SAMPLES PREVIOUSLY SUPPLIED. THE STATED WARRANTY AND REMEDY PROVIDED ARE IN LIEU OF OTHER POSSIBLE LIABILITY AND DAMAGES AGAINST SELLER, AND IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM THE BREACH OF THIS WARRANTY OR ANY OTHER PROVISION OF THESE TERMS OF SALE AND CONDITIONS, THE PROPOSAL, THE PURCHASE ORDER AND/OR ANY AGREEMENT BETWEEN BUYER AND SELLER OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THE GOODS OR THEIR SALE, DELIVERY, DISTRIBUTION, INSTALLATION, MAINTENANCE, OPERATION, SERVICE, PERFORMANCE OR USE, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOST REVENUES, LOST PROFITS, DELAY IN PRODUCTION, DAMAGE TO ASSOCIATED EQUIPMENT OR TO FACILITIES, LOST DATA, COSTS OF SUBSTITUTED GOODS, EQUIPMENT FACILITIES OR SERVICES, AND ANY SIMILAR OR DISSIMILAR LOSSES, COSTS OR DAMAGES WHETHER BASED ON WARRANTY, CONTRACT, STRICT LIABILITY OR NEGLIGENCE. IN NO EVENT SHALL THE LIABILITY OF SELLER EXCEED THE ACTUAL COST OF CORRECTING DEFECTS OF THE SELLER'S GOODS AS HEREIN PROVIDED.
- 18.3 SELLER'S LIABILITY TO BUYER SHALL CEASE ONCE ANY MODIFICATIONS, ASSEMBLY OR ANY OTHER WORK HAS BEEN UNDERTAKEN BY BUYER OR ANY THIRD PARTY WITH RESPECT TO THE GOODS SOLD. THE SALE OF SERVICES AND/OR GOODS IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS STATED HEREIN. ANY DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY OF BUYER'S FORMS ARE HEREBY DEEMED TO BE A MATERIAL ALTERATION AND NOTICE OF OBJECTION TO THEM IS HEREBY GIVEN. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BUYER THAT UNDER NO CIRCUMSTANCES WILL SELLER BE RESPONSIBLE FOR MATERIAL DAMAGED BY ANY EQUIPMENT ASSOCIATED WITH ANY GOODS OR SERVICES SUPPLIED BY SELLER. BUYER AGREES TO ACCEPT THE LIMITS OF LIABILITY AS EXPRESSED IN THIS STATEMENT TO THE EXCLUSION OF ANY AND ALL PROVISIONS REGARDING STATEMENTS OF LIABILITY ON BUYER'S OWN INVOICES, PURCHASE ORDERS AND/OR OTHER DOCUMENTS. IF BUYER DESIRES OTHER TERMS OF LIABILITY TO BE IN FORCE AND EFFECT, THE OTHER TERMS OF LIABILITY MUST BE AGREED TO IN WRITING AND SIGNED BY AN OFFICER OF SELLER. IN SUCH EVENT, A DIFFERENT CHARGE FOR SELLER'S GOODS OR SERVICES, REFLECTING THE HIGHER RISK TO SELLER, SHALL BE AGREED TO BY BUYER AND SELLER.