

VARSHAKRISHI UDHYOG PRIVATE LIMITED

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STANDARD TERMS AND CONDITIONS OF SUPPLY

Governing Document for All Quotations, Purchase Orders, and Supply Agreements

These Standard Terms and Conditions of Supply ("Terms") govern all commercial transactions between VarshaKrishi Udhog Private Limited ("VarshaKrishi," "Supplier," "We," or "Us") and the party placing an order for goods or services ("Client," "Buyer," or "You"). By issuing a Purchase Order, accepting a quotation, making a payment, or otherwise engaging with VarshaKrishi for the supply of products or services, the Client confirms unconditional acceptance of these Terms in their entirety.

These Terms, together with the applicable Quotation or Commercial Proposal bearing a VarshaKrishi reference number, constitute the entire agreement between the parties with respect to the subject matter thereof. In the event of any inconsistency between these Terms and any other document, these Terms shall prevail unless a specific written deviation has been countersigned by an authorized representative of VarshaKrishi.

PART A — DEFINITIONS

"Agreement"	These Terms together with the applicable Quotation or Commercial Proposal and any written Purchase Order issued by the Client and accepted by VarshaKrishi.
"Client"	The individual, institution, company, government body, or other legal entity that issues a Purchase Order to VarshaKrishi or accepts a Quotation issued by VarshaKrishi.
"Confidential Information"	Any non-public technical, commercial, or operational information disclosed by either party to the other in connection with the Agreement, whether in written, oral, electronic, or any other form.
"Consequential Loss"	Any indirect, incidental, special, punitive, exemplary, or consequential loss or damage including but not limited to loss of profit, loss of revenue, loss of data, loss of research output, loss of grant funding, loss of crops or agricultural yield, loss of business opportunity, or reputational harm.
"Dashboard" / "SaaS Service"	The VarshaKrishi Cloud Dashboard and any associated cloud-based software, application programming interfaces, data storage, visualization, alerting, or reporting services provided by VarshaKrishi as part of the supply.
"Delivery Date"	The estimated or confirmed date on which goods are dispatched from VarshaKrishi's facility to the courier or logistics partner for onward delivery to the Client.
"Force Majeure Event"	Any event beyond the reasonable control of the affected party, including acts of God, natural disasters, floods, cyclones, earthquakes, fire, epidemic, pandemic, war, civil unrest, riot, strike, lockout, government orders, regulatory restrictions, port closure, or failure of third-party telecommunications or cloud infrastructure.
"Goods"	All hardware products, devices, sensors, gateways, enclosures, accessories, and physical items supplied by VarshaKrishi under the Agreement, including the VK-S1 Agricultural Sensor Node, VK-GW1 LoRaWAN Gateway, soil probes, mounting hardware, and associated accessories.
"Intellectual Property"	All patents, patent applications, trademarks, service marks, trade names, copyrights, design rights, database rights, trade secrets, know-how, algorithms, firmware, software,

	circuit schematics, PCB layouts, enclosure designs, and any other intellectual property rights, whether registered or unregistered, subsisting in any jurisdiction.
"Order Value"	The total amount payable by the Client as stated in the accepted Quotation or Purchase Order, inclusive of all applicable taxes and charges as stated therein.
"PO" / "Purchase Order"	The formal written document issued by the Client authorizing VarshaKrishi to supply Goods and/or Services at the prices and terms stated in the Quotation.
"Quotation"	A formal commercial offer issued by VarshaKrishi to the Client specifying Goods, Services, quantities, prices, and applicable terms. A Quotation is valid only for the period expressly stated therein, which shall be sixty (60) calendar days from the date of issue unless otherwise specified.
"Services"	Remote commissioning support, technical assistance, cloud dashboard access, warranty support, and any other non-hardware services provided by VarshaKrishi under the Agreement.
"Telemetry Data"	Time-series sensor readings, environmental measurements, device status signals, and all other data generated by VarshaKrishi hardware devices deployed at the Client's location, transmitted to and stored in VarshaKrishi's cloud infrastructure.
"Warranty Period"	The period during which VarshaKrishi provides warranty coverage for hardware defects as specified in Clause 7, commencing on the Delivery Date.

PART B — QUOTATION, ACCEPTANCE & ORDER PROCESS

2.1 Quotation Validity

All Quotations issued by VarshaKrishi are valid for sixty (60) calendar days from the date of issue ("Validity Period") unless an alternative period is expressly stated on the face of the Quotation. VarshaKrishi reserves the right to revise or withdraw any Quotation at any time prior to receipt of a valid Purchase Order. Prices quoted are subject to revision if the Purchase Order is received after the expiry of the Validity Period.

2.2 Formation of Agreement

No Agreement is formed until VarshaKrishi receives a Purchase Order from the Client that: (a) references the VarshaKrishi Quotation number; (b) states the Goods and/or Services required; (c) states the quantities and delivery address; and (d) is issued by an authorized representative of the Client. VarshaKrishi may, at its sole discretion, accept or decline any Purchase Order without liability to the Client.

2.3 Client-Imposed Terms

Any terms or conditions appearing on or attached to a Client Purchase Order that are inconsistent with, or additional to, these Terms shall have no legal effect and shall not be incorporated into the Agreement, unless VarshaKrishi has expressly accepted such terms in a separate written document countersigned by an authorized representative of VarshaKrishi. VarshaKrishi's processing of a Purchase Order does not constitute acceptance of any Client-side terms.

2.4 Quotation Not a Guarantee of Stock

A Quotation does not constitute a reservation of goods or components. VarshaKrishi shall use reasonable commercial efforts to fulfil orders but makes no representation regarding the availability of specific components at the time of PO issuance, particularly in respect of global electronic component supply chains. In the event that a component is unavailable, VarshaKrishi will notify the Client and may substitute a functionally equivalent component without requiring Client consent, provided the substitution does not materially alter the performance specifications of the delivered system.

PART C — PAYMENT TERMS

3.1 Payment Schedule

Payment shall be made in two tranches as follows:

- (a) Tranche 1 (Advance): Fifty percent (50%) of the total Order Value, payable simultaneously with or within seven (7) working days of the issuance of the Purchase Order by the Client. No procurement activity or production shall commence prior to receipt of the Tranche 1 payment in full.
- (b) Tranche 2 (Pre-Dispatch): Fifty percent (50%) of the total Order Value, payable prior to physical dispatch of Goods from VarshaKrishi's facility. Dispatch shall not be initiated, and title to the Goods shall not transfer to the Client, until the Tranche 2 payment has been received and confirmed in VarshaKrishi's bank account.

3.2 Mode of Payment

Payments shall be made by NEFT, RTGS, or account payee cheque drawn in favour of VarshaKrishi Udhog Private Limited, to the bank account details provided in the formal tax invoice issued by VarshaKrishi for each tranche. Payments made to any other account or by any other method not authorized in writing by VarshaKrishi shall be at the Client's sole risk.

3.3 Effect of Delayed Payment

Time is of the essence with respect to payment obligations. In the event that the Tranche 1 payment is not received within fourteen (14) calendar days of PO issuance:

- VarshaKrishi shall be entitled to treat the Purchase Order as lapsed and cancelled, without any liability to the Client;
- VarshaKrishi shall be entitled to revise the Quotation price to reflect current component costs and market conditions prior to issuing a fresh Quotation;
- The estimated Delivery Date stated in the Quotation shall be void and of no further effect.

Any delivery timeline commitment in the Quotation is expressly conditional on the Tranche 1 payment being received by VarshaKrishi on or before the date specified in the Quotation or, where no such date is specified, within seven (7) working days of PO issuance. VarshaKrishi shall not be liable to the Client for any delay in delivery, loss of grant milestones, project delays, or consequential losses arising directly or indirectly from delayed payment.

3.4 Withholding of Services

VarshaKrishi reserves the right to suspend or withhold any Services, including dashboard access, warranty support, and remote assistance, in the event that any payment due under the Agreement remains outstanding beyond thirty (30) days from the due date. Suspension of Services under this clause does not constitute a breach of the Agreement by VarshaKrishi and does not entitle the Client to any refund or reduction of the Order Value.

3.5 Disputed Invoices

If the Client in good faith disputes any portion of an invoice, the Client shall: (a) pay the undisputed portion on the due date; (b) notify VarshaKrishi in writing within seven (7) calendar days of the invoice date specifying the nature and amount of the dispute; and (c) cooperate with VarshaKrishi to resolve the dispute within fourteen

(14) calendar days. Failure to notify within the prescribed period shall constitute acceptance of the invoice in full.

PART D — DELIVERY, TITLE & RISK

4.1 Delivery Timeline

The estimated delivery timeline stated in the Quotation is an estimate only and not a contractual guarantee. The delivery timeline commences from the date on which both of the following conditions are simultaneously satisfied: (a) a valid Purchase Order has been received by VarshaKrishi; and (b) the Tranche 1 advance payment has been credited in full to VarshaKrishi's bank account. VarshaKrishi shall use commercially reasonable efforts to meet the estimated delivery timeline but shall not be liable for any failure to do so.

4.2 Dispatch & Risk Transfer

Delivery shall be effected by dispatch of Goods to the Client's address specified in the Purchase Order via a reputed courier or speed post service selected by VarshaKrishi. Risk of loss, damage, or deterioration of the Goods transfers to the Client upon handover of the Goods to the courier or logistics partner, evidenced by a courier dispatch receipt or tracking number. VarshaKrishi shall provide consignment tracking details to the Client within twenty-four (24) hours of dispatch. Insurance of Goods in transit is the Client's responsibility from the point of risk transfer.

4.3 Title to Goods

Legal title to the Goods shall remain with VarshaKrishi until the Tranche 2 payment (100% of the Order Value) has been received and confirmed in VarshaKrishi's bank account, notwithstanding delivery of the Goods to the Client. Until title passes, the Client holds the Goods as bailee and shall: (a) store the Goods separately and in a manner that identifies them as VarshaKrishi's property; (b) not modify, dismantle, or encumber the Goods; and (c) not sell, transfer, pledge, or otherwise dispose of the Goods. VarshaKrishi may recover the Goods without legal process in the event of non-payment of Tranche 2.

4.4 Delivery Address & Failed Delivery

The Client is solely responsible for providing a correct and complete delivery address in the Purchase Order. VarshaKrishi shall not be liable for delivery failures, delays, or loss of Goods resulting from an incorrect or incomplete delivery address. In the event of a failed delivery due to the Client's failure to take receipt, the Client shall bear all additional re-delivery costs. The risk in Goods not taken delivery of shall remain with the Client from the date of the first delivery attempt.

4.5 Force Majeure on Delivery

VarshaKrishi shall not be in breach of the Agreement and shall not be liable for any delay or failure to deliver Goods or Services to the extent that such delay or failure results from a Force Majeure Event. VarshaKrishi shall notify the Client promptly upon becoming aware of a Force Majeure Event affecting delivery, shall take reasonable steps to mitigate the impact, and shall resume performance as soon as reasonably practicable. If a Force Majeure Event continues for more than sixty (60) days, either party may terminate the affected portion of the order by written notice, with no liability to either party except for payment obligations for Goods already delivered.

PART E — INSTALLATION, COMMISSIONING & CLIENT OBLIGATIONS

5.1 Pre-Configured Supply

VarshaKrishi Goods are supplied as pre-configured, pre-tested, plug-and-play systems accompanied by a Quick-Start Guide and product documentation. Physical installation, deployment, mounting, cabling, and commissioning at the Client's premises is not included in the Order Value unless expressly stated otherwise in the Quotation. The Client assumes full responsibility for physical installation and all activities undertaken by the Client or any third party engaged by the Client in connection with the installation and operation of the Goods.

5.2 Remote Commissioning Support

Where stated in the Quotation, VarshaKrishi provides remote commissioning support via telephone, video call, or messaging application for a defined number of sessions. Such remote support is provided on a reasonable-efforts basis and does not constitute a guarantee that the system will be successfully deployed in any particular physical environment. Additional support beyond the included sessions is available at rates to be agreed in writing. VarshaKrishi is not obligated to provide on-site technical visits unless explicitly agreed and separately contracted.

5.3 Exclusion of Liability for Improper Installation

VarshaKrishi expressly excludes all liability for any loss, damage, malfunction, injury, or Consequential Loss arising from or connected to:

- Improper physical mounting, positioning, or orientation of sensor nodes or gateway devices;
- Incorrect installation of soil probes, including insertion at incorrect depth, in incorrect soil type, or in proximity to sources of electromagnetic interference;
- Connection of the Goods to power sources, networks, or third-party devices not specified or approved in VarshaKrishi documentation;
- Physical modification, opening, tampering, disassembly, or attempted repair of the Goods by the Client or any third party;
- Exposure of the Goods to conditions exceeding the product's rated specifications (including IP rating, voltage range, temperature range, or humidity range);
- Use of the Goods for any purpose other than that for which they were designed as described in the product specification;
- Incorrect configuration of third-party software, network equipment, SIM cards, or cloud services not supplied by VarshaKrishi.

5.4 Client Obligations

The Client shall: (a) provide VarshaKrishi with accurate site information, including GPS coordinates, deployment area dimensions, and power availability, prior to order placement; (b) ensure that all personnel involved in installation have reviewed the Quick-Start Guide and product documentation; (c) maintain the Goods in accordance with VarshaKrishi's recommended maintenance guidelines; (d) promptly notify VarshaKrishi of any defects, malfunctions, or damage to the Goods within the Warranty Period; (e) not permit unauthorized persons to access or interfere with the Goods; and (f) comply with all applicable laws and regulations in connection with the installation and operation of the Goods.

PART F — WARRANTY

6.1 Hardware Warranty

Subject to the exclusions set forth in Clause 6.3, VarshaKrishi warrants that the Goods will be free from defects in materials and workmanship for a period of twenty-four (24) months from the Delivery Date ("Warranty Period"). This warranty is limited to defects present at the time of manufacture or assembly and does not extend to normal wear and degradation arising from use in field conditions.

6.2 SaaS / Dashboard Warranty

VarshaKrishi warrants that the Dashboard will perform materially in accordance with its published specifications during the contracted SaaS license period. VarshaKrishi does not warrant that the Dashboard will be uninterrupted, error-free, or available at all times. Planned maintenance windows, emergency patching, and third-party cloud infrastructure outages are excluded from this warranty. VarshaKrishi's sole obligation in the event of a material breach of this warranty is to restore the Dashboard to conformance within a commercially reasonable timeframe.

6.3 Warranty Exclusions

The warranty under Clause 6.1 does not apply to, and VarshaKrishi shall have no warranty obligation in respect of, any defect, malfunction, or failure arising from or attributable to:

- Physical damage caused by dropping, impact, crushing, cutting, or any other mechanical trauma;
- Water ingress resulting from damage to enclosure seals caused by physical impact, improper closing of the enclosure lid, or failure to maintain the enclosure in the condition supplied;
- Corrosion, oxidation, or chemical degradation of soil-contact probes arising from prolonged exposure to soil — electrode wear on pH, EC, and moisture probes is a normal consumable phenomenon, not a manufacturing defect, and is expected after twelve to eighteen (12–18) months of continuous soil deployment;
- Lightning strike, electrical surge, or over-voltage conditions at the installation site;
- Damage caused by insects, rodents, birds, or other animals;
- Vandalism, theft, fire, flood, or other events constituting a Force Majeure Event;
- Unauthorized repair, modification, or opening of the sealed enclosure by any person other than an authorized VarshaKrishi technician;
- Use of third-party firmware, software, or operating system not supplied or approved by VarshaKrishi;
- Cellular network or internet connectivity failures resulting in loss of data transmission;
- Incorrect physical installation or deployment as described in Clause 5.3;
- Normal degradation of the solar panel's power output over time, which typically reduces at approximately 0.5% per year under standard test conditions;
- Battery capacity degradation, which is a normal electrochemical phenomenon and not a manufacturing defect, provided the battery retains at least seventy percent (70%) of its rated capacity at end of Warranty Period.

6.4 Warranty Claim Procedure

To make a warranty claim, the Client must: (a) submit a written claim to tanmay@varshakrishi.com within the Warranty Period; (b) provide the unit serial number or order reference number; (c) provide a clear written description of the defect or failure; (d) provide photographic evidence of the defect; and (e) provide the date on which the defect was first observed. VarshaKrishi will acknowledge the claim within five (5) working days and conduct a remote diagnosis. VarshaKrishi reserves the right to request return of the defective unit for inspection. Warranty claims submitted after the expiry of the Warranty Period will not be accepted.

6.5 Warranty Remedies

VarshaKrishi's sole obligation upon a valid warranty claim is, at VarshaKrishi's election: (a) repair of the defective unit by remote firmware update; (b) supply of a replacement component by post at no charge to the Client; or (c) supply of a replacement unit. VarshaKrishi's liability under this warranty is strictly limited to the remedies in this Clause and does not extend to any Consequential Loss, field service costs, installation costs, or any other costs incurred by the Client in connection with the warranty claim.

6.6 Warranty Conditionality

VarshaKrishi's warranty obligations are conditional upon full payment of the Order Value having been received by VarshaKrishi. No warranty service will be provided in respect of any unit for which any portion of the Order Value remains unpaid.

PART G — CLOUD DASHBOARD & SAAS LICENSE

7.1 License Grant

Subject to payment of the applicable Order Value, VarshaKrishi grants the Client a non-exclusive, non-transferable, revocable license to access and use the VarshaKrishi Cloud Dashboard solely for the Client's internal research, monitoring, and data analysis purposes, for the SaaS license period stated in the Quotation ("License Period"). This license does not permit: (a) sub-licensing or sharing of dashboard access credentials with unauthorized third parties; (b) use of the Dashboard on behalf of any third party; (c) scraping, bulk extraction, or automated harvesting of data through means other than the official export functions; or (d) any use of the Dashboard that would breach these Terms.

7.2 Service Availability

VarshaKrishi will use commercially reasonable efforts to maintain Dashboard availability. However, VarshaKrishi expressly excludes liability for Dashboard unavailability or data loss arising from: (a) the Client's gateway device losing cellular or internet connectivity; (b) deactivation or expiry of the Client's cellular SIM card; (c) failure of third-party cloud infrastructure providers (including but not limited to Amazon Web Services, Google Cloud, Microsoft Azure, or Twilio); (d) scheduled maintenance, which VarshaKrishi will endeavour to notify the Client of with reasonable advance notice; (e) emergency patches, security updates, or regulatory compliance actions; or (f) any Force Majeure Event.

7.3 Expiry & Renewal

The SaaS license will expire at the end of the License Period. VarshaKrishi is not obligated to provide Dashboard access beyond the License Period without a written renewal agreement and payment of applicable renewal fees. VarshaKrishi will endeavour to provide the Client with at least thirty (30) days' notice prior to license expiry. Upon expiry, the Client's access to the Dashboard will be suspended. Data generated during the License Period will be retained by VarshaKrishi for a period of ninety (90) days post-expiry, during which the Client may request export of their data. After ninety (90) days, VarshaKrishi may delete stored data without further notice to the Client.

7.4 WhatsApp Alerts — Third-Party Dependency

Alert notifications delivered via WhatsApp or SMS are dependent on Twilio's messaging infrastructure and the respective messaging platform's policies and availability. VarshaKrishi does not control and shall not be liable for: failure of WhatsApp or SMS message delivery; changes in WhatsApp Business API policies; blocking or

filtering of automated messages by telecom operators; or the Client's failure to maintain an active, reachable phone number registered on the applicable messaging platform.

PART H — TELEMETRY DATA & INTELLECTUAL PROPERTY

8.1 Client Research Data

The Client retains full ownership of all identified research datasets, field notes, crop records, research analyses, publications, and intellectual outputs derived from the Client's use of the system. Nothing in these Terms transfers ownership of the Client's research outputs or identified datasets to VarshaKrishi.

8.2 VarshaKrishi Data License

Notwithstanding Clause 8.1, the Client hereby grants VarshaKrishi a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license to use, store, process, aggregate, anonymize, and analyze the Telemetry Data generated by VarshaKrishi hardware deployed under this Agreement ("Data License"). VarshaKrishi may exercise this Data License for the following purposes:

- Product development, quality improvement, and calibration of VarshaKrishi hardware and firmware;
- Development and training of agronomic AI models, predictive algorithms, and environmental benchmarking datasets;
- Aggregated, anonymized research publications, academic collaborations, and scientific benchmarking;
- Licensing of aggregated and anonymized datasets to third-party research institutions, universities, agri-tech companies, government bodies, and funding agencies;
- Demonstration of product capabilities to prospective clients, investors, and stakeholders, using anonymized and aggregated representations only.

8.3 Anonymization Obligation

When exercising the Data License under Clause 8.2, VarshaKrishi shall anonymize all Telemetry Data such that it cannot be attributed to the Client's specific farm location, institution name, or research project without the Client's prior written consent. VarshaKrishi will not disclose the Client's identity, institution name, geographical location, or research topic to any third party in connection with shared or licensed data without express prior written consent from the Client.

8.4 Ownership of VarshaKrishi Intellectual Property

All Intellectual Property in the Goods, including but not limited to hardware designs, PCB layouts, enclosure designs, firmware, software, algorithms, database schemas, Dashboard architecture, and product documentation, is and shall remain the sole and exclusive property of VarshaKrishi Udhog Private Limited. The supply of Goods to the Client confers no rights of any kind in VarshaKrishi's Intellectual Property other than the right to use the Goods in accordance with these Terms.

8.5 Prohibitions on Reverse Engineering

The Client shall not, and shall ensure that its employees, contractors, and agents do not: (a) reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code, circuit schematics, or design parameters of any component of the Goods; (b) reproduce, replicate, or create derivative works based on VarshaKrishi's hardware designs, firmware, or software; (c) remove, alter, or obscure any proprietary notices,

trademarks, or labels affixed to the Goods; or (d) apply for any intellectual property protection that encompasses VarshaKrishi's Intellectual Property.

8.6 Feedback License

If the Client provides VarshaKrishi with any feedback, suggestions, feature requests, error reports, or technical observations regarding the Goods or Services, the Client grants VarshaKrishi an unconditional, irrevocable, royalty-free, worldwide license to use such feedback for any purpose, including incorporation into future products, without any obligation to the Client.

PART I — TAXES & STATUTORY COMPLIANCE

9.1 GST Status at Time of Quotation

VarshaKrishi Udhog Private Limited is currently exempt from mandatory GST registration under Section 22 of the Central Goods and Services Tax Act, 2017. Prices quoted in VarshaKrishi Quotations are final and inclusive of all applicable statutory obligations at the time of quotation.

9.2 Future GST Registration

VarshaKrishi is in the process of obtaining GST registration on a voluntary basis. Upon receipt of a GSTIN, all subsequent invoices will reflect the GSTIN and will include a proper GST component as required under applicable law. The GSTIN will be communicated to the Client with the formal tax invoice issued at the time of payment. Prices may be adjusted to reflect the actual GST liability at the time of invoicing in accordance with Clause 9.3.

9.3 Tax Law Changes

Prices quoted by VarshaKrishi are based on tax rates and statutory levies applicable at the date of the Quotation. Any change in applicable law, GST rates, cess, surcharge, or other statutory levies occurring after the Quotation date and prior to invoicing shall be borne by the Client if resulting in additional tax liability for VarshaKrishi. Any reduction in tax liability resulting from such a change will be passed on to the Client in the form of a reduction in the invoice amount for the relevant tranche.

9.4 TDS Deduction

If the Client is required under applicable law to deduct Tax Deducted at Source ("TDS") from payments to VarshaKrishi, the Client shall: (a) deduct TDS at the applicable rate; (b) deposit the deducted amount with the relevant tax authority within the prescribed time; and (c) furnish a valid TDS certificate (Form 16A) to VarshaKrishi within the time prescribed under the Income Tax Act, 1961. In such cases, the net payment to VarshaKrishi shall be the gross invoiced amount less the TDS deduction, and VarshaKrishi shall treat receipt of the TDS certificate as satisfaction of the deducted portion.

PART J — LIMITATION OF LIABILITY

10.1 Aggregate Liability Cap

Notwithstanding any other provision of these Terms, VarshaKrishi's total aggregate liability to the Client under or in connection with the Agreement, whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise, shall in no event exceed the total Order Value actually paid by the Client to VarshaKrishi under the specific order giving rise to the claim.

10.2 Exclusion of Consequential Loss

To the maximum extent permitted by applicable law, VarshaKrishi expressly excludes all liability for Consequential Loss, including but not limited to:

- Loss or corruption of research data or datasets;
- Loss of crops, agricultural yield, or agronomic output;
- Loss or reduction of grant funding, research grants, government subsidies, or institutional funding;
- Failure to achieve research milestones, publication deadlines, or academic objectives;
- Loss of business opportunity, contracts, or revenue;
- Reputational harm, damage to academic standing, or loss of institutional credibility;
- Cost of substitute equipment, emergency procurement, or system replacement from any third party;
- Any loss arising from the Client's reliance on sensor data for agricultural or business decisions.

10.3 Agricultural Decision Disclaimer

VarshaKrishi systems are designed to provide indicative environmental and soil monitoring data to support research and decision-making. The Goods and Services are tools, not agronomic advisory services. VarshaKrishi makes no warranty or representation that the data generated by the system will result in improved crop outcomes, increased yields, disease prevention, or any specific agricultural result. The Client assumes sole responsibility for all agricultural, research, and commercial decisions made in reliance on data from the system.

10.4 Accuracy of Sensor Data

Sensor readings are subject to the inherent accuracy tolerances of the sensor components as specified in the product datasheet. VarshaKrishi does not warrant that sensor readings will be accurate to any particular precision beyond the stated specifications. Readings may be affected by environmental factors including soil composition, electromagnetic interference, temperature extremes, sensor fouling, and electrode degradation. The Client is responsible for interpreting sensor data in the context of its specific research application.

10.5 No Liability for Third-Party Components

The Goods incorporate components and technologies sourced from third-party manufacturers. VarshaKrishi is not liable for any failure, defect, or malfunction of third-party components that VarshaKrishi could not reasonably have anticipated or prevented through its standard quality assurance processes.

PART K — CONFIDENTIALITY

11.1 Mutual Confidentiality

Each party agrees to treat all Confidential Information of the other party with the same degree of care as it accords to its own confidential information, but in no event less than reasonable care. Neither party shall

disclose the other's Confidential Information to any third party without prior written consent, except as permitted under Clause 11.2.

11.2 Permitted Disclosures

A party may disclose Confidential Information: (a) to its employees, directors, advisors, and consultants who have a need to know and are bound by confidentiality obligations no less stringent than these Terms; (b) as required by applicable law, court order, or regulatory authority, provided that the disclosing party gives the other party reasonable prior written notice (where legally permissible) to contest such disclosure; or (c) with the prior written consent of the other party.

11.3 Survival

Confidentiality obligations under this Part shall survive termination or expiry of the Agreement for a period of three (3) years.

11.4 VarshaKrishi's Right to Reference

Notwithstanding the above, VarshaKrishi reserves the right to mention the Client's institution name and the general nature of the deployment (e.g., "agricultural IoT deployment at a government college in Chhattisgarh") in investor presentations, grant applications, and marketing materials, without disclosing specific research data, results, or Confidential Information. VarshaKrishi will provide reasonable notice to the Client before making such references.

PART L — TERMINATION

12.1 Termination for Material Breach

Either party may terminate the Agreement by written notice if the other party commits a material breach of the Agreement and: (a) the breach is not capable of remedy; or (b) the breach is capable of remedy but the breaching party fails to remedy it within thirty (30) calendar days of receiving written notice specifying the breach and requiring it to be remedied.

12.2 Termination for Non-Payment

VarshaKrishi may terminate the Agreement immediately by written notice if the Client fails to make any payment due under the Agreement within fourteen (14) calendar days of the due date, without prejudice to VarshaKrishi's rights to recover all sums due and to retain the Tranche 1 advance as reasonable liquidated damages for lost production time and opportunity cost.

12.3 Effect of Termination

Upon termination: (a) any outstanding payment obligations become immediately due and payable; (b) the Client's SaaS license terminates; (c) VarshaKrishi may recover Goods if title has not yet passed; and (d) each party's confidentiality obligations survive as stated in Clause 11.3. Termination does not affect any accrued rights or remedies of either party.

12.4 No Refund of Advance on Client Default

In the event the Agreement is terminated due to the Client's breach or non-payment, VarshaKrishi shall be entitled to retain the Tranche 1 advance payment in full as a reasonable pre-estimate of VarshaKrishi's losses

arising from the cancellation, including component procurement costs, production planning, and opportunity cost. VarshaKrishi shall not be obligated to refund any portion of the advance in such circumstances.

PART M — GENERAL PROVISIONS

13.1 Governing Law

These Terms and any Agreement formed hereunder shall be governed by and construed in accordance with the laws of India. The courts of Gautam Buddha Nagar (Noida), Uttar Pradesh, India shall have exclusive jurisdiction over all disputes arising from or in connection with these Terms or any Agreement, and both parties irrevocably submit to the jurisdiction of such courts.

13.2 Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to the Agreement, the parties shall first attempt to resolve the dispute through good-faith negotiation for a period of thirty (30) calendar days from the date a written notice of dispute is served by either party. If the dispute is not resolved within this period, it shall be referred to sole arbitration under the Arbitration and Conciliation Act, 1996 (as amended). The seat of arbitration shall be Noida, Uttar Pradesh. The language of arbitration shall be English. The arbitrator's award shall be final and binding.

13.3 Entire Agreement

These Terms, together with the applicable Quotation, constitute the entire agreement between the parties with respect to the subject matter and supersede all prior discussions, representations, correspondence, and agreements, whether oral or written, relating to the same subject matter.

13.4 Amendments

No amendment, modification, or waiver of any provision of these Terms shall be effective unless made in writing and countersigned by authorized representatives of both parties. No conduct, course of dealing, or trade practice shall be construed as modifying these Terms.

13.5 Severability

If any provision of these Terms is held by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and the remaining provisions shall continue in full force and effect. The parties shall negotiate in good faith a replacement provision that most closely achieves the intended commercial effect of the invalid provision.

13.6 Waiver

No failure or delay by VarshaKrishi in exercising any right under these Terms shall operate as a waiver of that right. A waiver of any breach of these Terms shall not be construed as a waiver of any subsequent breach of the same or any other provision.

13.7 Force Majeure

Neither party shall be liable for any delay or failure in performance of its obligations (other than a payment obligation) to the extent that such delay or failure is caused by a Force Majeure Event, provided that: (a) the affected party notifies the other party promptly upon becoming aware of the Force Majeure Event; (b) the

affected party takes all reasonable steps to mitigate the impact; and (c) performance resumes as soon as the Force Majeure Event ceases.

13.8 Assignment

The Client may not assign, transfer, delegate, or sub-contract any rights or obligations under the Agreement without VarshaKrishi's prior written consent. VarshaKrishi may assign or transfer the Agreement or any rights thereunder to any successor entity, subsidiary, or acquirer without the Client's consent, provided that VarshaKrishi notifies the Client of such assignment.

13.9 Independent Contractors

The parties are independent contractors. Nothing in these Terms creates any partnership, joint venture, agency, franchise, or employment relationship between VarshaKrishi and the Client. Neither party has authority to bind the other or incur obligations on the other's behalf.

13.10 Notices

All notices under these Terms shall be in writing and delivered by: (a) email to the address stated in the Quotation or such other address as a party designates by written notice; or (b) registered post to the registered address of the receiving party. Notices by email shall be deemed delivered on the next working day following transmission. Notices by registered post shall be deemed delivered five (5) working days after posting.

13.11 Counterparts & Electronic Signature

These Terms and any Agreement formed hereunder may be executed in counterparts, each of which shall be deemed an original. Electronically transmitted signatures (including PDF scans, digital signatures, and email acceptance) shall be treated as originals for all purposes.

SCHEDULE 1 — EXCLUSIONS QUICK REFERENCE

The following is a non-exhaustive summary of what VarshaKrishi is NOT liable for. This Schedule is provided for convenience and does not limit or modify the detailed exclusion provisions in the body of these Terms.

Category	Specific Exclusion
Delivery delays	Any delay caused by late PO, late advance payment, Force Majeure, or courier delays (Clauses 4.1, 4.5)
Installation damage	Any damage, injury, or loss from improper mounting, wiring, or installation by Client (Clause 5.3)
Soil probe wear	Electrode degradation in pH, EC, and moisture probes after 12–18 months in soil (Clause 6.3)
Connectivity failure	Dashboard unavailability due to SIM deactivation, cellular outages, or ISP failure (Clause 7.2)
Crop loss	Any agricultural output loss regardless of cause, including sensor malfunction (Clause 10.2)
Research failure	Failure to achieve grant milestones, publications, or academic results (Clause 10.2)
Data accuracy	Sensor readings outside stated accuracy tolerances due to soil conditions or interference (Clause 10.4)

Category	Specific Exclusion
Third-party failures	Twilio, AWS, cloud infrastructure, or telecom network failures (Clauses 7.2, 7.4, 10.5)
Consequential loss	Any indirect, incidental, or punitive damages of any kind (Clause 10.2)
Post-license data	Data deleted after 90-day post-expiry retention window (Clause 7.3)

SCHEDULE 2 — CONTACT & NOTICE DETAILS

SUPPLIER DETAILS	VarshaKrishi Udhog Private Limited
CIN	U01113UW2026PTC250001
PAN	AALCV9669E
Registered Address	T-03/706, Paras Seasons, Sector-168, Noida, Gautam Buddha Nagar, UP 201301
Email	contact@varshakrishi.com
Phone / WhatsApp	+91 86688 40167
Website	www.varshakrishi.com
Notices to	Company - VarshaKrishi Udhog Private Limited

IMPORTANT NOTICE: These Terms are governed by Indian law. Jurisdiction is exclusively in the courts of Gautam Buddha Nagar (Noida), Uttar Pradesh. By issuing a Purchase Order or making any payment to VarshaKrishi, the Client unconditionally accepts these Terms in their entirety.

— End of Standard Terms and Conditions —
VarshaKrishi Udhog Private Limited