

EXPORT RETURN & REPLACEMENT TERMS

Effective date: 01/01/2026

Seller: Alira Pharmaceuticals Pvt. Ltd., a company incorporated under the laws of India, having its registered office at A-116, URBTECH TRADE, CENTRE SECTOR-132, Baraula, Dadri, Gautam Buddha Nagar- 201304, Uttar Pradesh (“Seller”).

Buyer: The purchaser of goods from Seller identified in the invoice or sales contract (“Buyer”).

Scope: These Export Return & Replacement Terms (“Terms”) apply to all CIF exports of surgical items, medical devices and hospital essentials supplied by Seller to Buyer, and form part of, and are incorporated into, any quotation, pro forma invoice, invoice, purchase order confirmation or sales contract between Seller and Buyer, unless expressly varied in writing and signed by Seller.

1. DEFINITIONS

1.1 “Goods” means the products described in the relevant invoice or sales contract.

1.2 “Delivery” and “Delivered” mean delivery in accordance with the applicable INCOTERM (CIF) selected in the sales contract.

1.3 “Defect” means a material non-conformity in the Goods at the time of Delivery caused by manufacturing, material, labeling, sterility failure (where applicable), wrong item shipped, short shipment, or failure to meet specifications expressly set out in the contract. Defect does not include wear and tear, cosmetic imperfections within specification, or damage caused after Delivery as set out in Clause 11.

1.4 “Claim” means Buyer’s written notice of a Defect submitted under Clause 6.

2. INCOTERMS, RISK & INSURANCE

2.1 The parties acknowledge and agree that the sale is CIF under Incoterms 2020 (or the edition specified in the sales contract). Under CIF: (a) Seller’s obligation to deliver is fulfilled when the Goods pass the ship’s rail at the port of shipment; (b) risk of loss or damage to the Goods passes to Buyer at that delivery point; (c) Seller shall, at Seller’s cost, procure marine insurance covering Buyer’s insurable interest for carriage to the named port of destination on minimum cover usual for CIF shipments.

2.2 Notwithstanding Clause 2.1, where loss or damage occurs during transit to Buyer’s nominated port or in the carrier’s custody after shipment, Buyer must

comply with Clause 9 (Transport Damage / Insurance Cooperation) to preserve insurance and claim rights.

3. MANUFACTURER WARRANTY & SELLER'S RIGHTS

3.1 Seller warrants that, at the time of Delivery, the Goods comply with material specifications agreed in writing and are free from Defects in workmanship and material. Where Seller sources Goods from third-party manufacturers, Seller's obligations are limited to the extent of the manufacturer's warranty and Seller's recourse against such manufacturer.

3.2 Where a Defect is confirmed and attributable to manufacturing, Seller shall, at Seller's option and subject to these Terms: (a) replace the defective Goods; (b) issue a credit note for the defective Goods; or (c) refund the invoice value of the defective Goods. Seller shall have the right to recover any sums paid by Seller to Buyer from the manufacturer in accordance with Seller's agreement with the manufacturer.

4. NOTIFICATION & TIME LIMITS

4.1 Buyer must give Seller written notice of any Claim within seven (7) calendar days of Delivery (the "Claim Notice Period"). A Claim not notified within the Claim Notice Period shall be deemed waived and barred, unless Seller expressly agrees in writing to accept a later notice.

4.2 In all events Buyer must commence any arbitration or legal action relating to a Claim no later than twelve (12) months after the date of Delivery; thereafter all such claims are time-barred.

5. CLAIM CONTENTS & EVIDENCE

5.1 Every Claim must be sent to claims@alirapharmaceuticals.com with subject line: EXPORT CLAIM — [PO/Invoice No] — [Country] and must include at minimum:

- (a) Buyer name, contact details and delivery location;
- (b) Invoice / PO number;
- (c) Date of Delivery and port of discharge;
- (d) SKU / product description and Batch / Lot number and expiry date;
- (e) Quantity delivered and quantity alleged defective;
- (f) Clear photographic evidence of the Goods and outer packaging (close-ups and wide shots);
- (g) A video demonstrating the defect or showing the unpacking, where reasonably practicable;
- (h) Delivery documents (Bill of Lading, Proof of Delivery, delivery receipt with carrier remarks); and
- (i) If available, an inspection or technical report from an independent laboratory or inspector.

5.2 For high-value claims (value above USD 30,000, or as otherwise agreed), Buyer must permit inspection by Seller's nominated agent and must deliver goods for inspection or otherwise make goods available as directed. Failure to

provide required evidence or permit inspection shall entitle Seller to reject the Claim.

6. ACKNOWLEDGMENT, INVESTIGATION & TIMELINES

6.1 Seller shall acknowledge receipt of a properly documented Claim within three (3) business days and commence an investigation.

6.2 Seller will use commercially reasonable efforts to conclude its investigation within thirty (30) calendar days of receipt of the complete Claim package. If the investigation reasonably requires third-party testing or manufacturer cooperation, Seller may extend this period and will notify Buyer of the expected timeline.

6.3 If Seller determines, in Seller's reasonable judgment, the Claim is invalid (e.g., damage caused after Delivery, improper storage, tampering, or insufficient evidence), Seller shall provide written reasons and the Claim will be denied. If Seller determines the Claim valid, Seller will offer remedies under Clause 7.

7. REMEDIES — SCOPE & ORDER-SIZE RULE

7.1 Remedies available to Buyer upon Seller's acceptance of a Claim:

(a) Partial defects (minor quantities): Seller will replace defective pieces at no cost to Buyer, or issue a credit/refund for the defective pieces, at Seller's option;

(b) Major defects ($\geq 75\%$ of the shipped quantity defective): Buyer may elect either (i) full replacement of the affected shipment at Seller's cost or (ii) full refund of the invoice value for the affected Goods (excluding local import duties and taxes unless otherwise agreed). Buyer's election must be made in writing within ten (10) business days of Seller's claim acceptance;

(c) Small-quantity flexibility: For small numbers (e.g., 1–4 pieces) Seller may offer a proportional refund or credit in lieu of replacement at Seller's discretion to expedite settlement.

7.2 Replacements will be dispatched within sixty (60) calendar days from the date Seller accepts the Claim, or such other period as mutually agreed in writing. Refunds or credits will be issued within sixty (60) calendar days of Seller's acceptance of the Claim and return/inspection (if return required) or Seller's receipt of sufficient evidence supporting entitlement to refund.

8. RETURNS & RETURN SHIPPING

8.1 Buyer shall not return Goods to Seller unless Seller requests the return in writing. Returns made without Seller's prior written authorization may be refused.

8.2 Where Seller requests return of Goods:

(a) Seller will provide written return instructions and, where return is required because of Seller/manufacturer fault, will arrange and pay for return shipping or reimburse Buyer's reasonable and documented return costs; or

(b) Seller may instruct Buyer to use a specified carrier and provide Seller with shipping documents for recovery from the carrier/insurer.

8.3 Notwithstanding Clause 8.2, wrong product shipments (i.e., Goods materially different from confirmed order) must be returned at Seller's expense in accordance with Seller's written directions.

9. TRANSPORT DAMAGE, INSURANCE & COOPERATION

9.1 Buyer shall inspect Goods immediately upon delivery and note any visible damage on the carrier's delivery receipt (POD) with specifics. Buyer must preserve the Goods and all packaging in their received condition pending inspection. Failure to note visible damage on POD or to preserve packaging may invalidate Claim.

9.2 Seller will assist Buyer in filing claims against the carrier or insurer but Buyer must cooperate fully, provide all requested documents, and pursue the carrier/insurer claim in good faith. Seller's assistance does not shift Buyer's obligation to protect insurance rights.

9.3 Where Buyer fails to file a carrier or insurance claim within the time required by carrier/insurer rules, Seller shall have no liability for loss or damage arising during carriage.

10. EXCLUSIONS — WHAT IS NOT COVERED

10.1 Seller shall have no liability and Claims shall be rejected where the damage, Defect or alleged non-conformity is caused by:

- (a) Storage, handling, warehousing or environmental conditions at Buyer's premises after Delivery (including but not limited to high temperature, humidity, pest infestation);
- (b) Customs inspection, customs handling, customs seizure, duties, fines or actions by customs authorities after Delivery;
- (c) Misuse, negligence, modification, repair or alteration by Buyer or third parties;
- (d) Normal wear and tear or defects arising from Buyer's specified use which are outside the Goods' documented intended use; or
- (e) Failure to follow product instructions, handling requirements or storage instructions provided by Seller.

10.2 Claims arising from force majeure events (Clause 14) are excluded from Seller liability.

11. FRAUD, TAMPERING & RESALE

11.1 If Seller reasonably suspects fraudulent claims, tampering, mixing of goods, resale, or failure to preserve goods, Seller may reject the Claim and seek damages, including recovery of costs of inspection and legal fees.

11.2 Buyer shall not repackage, resell, mix, or alter the Goods prior to notifying Seller of a Claim without Seller's written consent. Any such action voids Buyer's Claim rights.

12. LIMITATION OF LIABILITY

12.1 Seller's aggregate liability for any and all Claims arising out of or in connection with the Goods, whether in contract, tort (including negligence) or otherwise, shall in no event exceed the invoice value actually paid by Buyer for the specific Goods giving rise to the Claim.

12.2 In no event shall Seller be liable for indirect, incidental, special, punitive or consequential damages, including loss of profit, loss of business, loss of use, loss of contracts, loss of reputation, or any similar economic loss, even if Seller has been advised of the possibility of such damages.

12.3 The limitations in this Clause 12 shall apply notwithstanding any failure of essential purpose of any limited remedy.

13. INDEMNITY & RECOVERY FROM MANUFACTURER

13.1 To the extent Seller is required to reimburse Buyer for Defective Goods that are the responsibility of Seller's manufacturer, Seller shall be entitled to pursue recovery and indemnity from the manufacturer in accordance with Seller's supplier agreements. Buyer agrees to provide reasonable cooperation to Seller in any such recovery actions.

13.2 Buyer hereby indemnifies and holds Seller harmless from any claims arising from Buyer's improper storage, handling, resale, modification, use, or distribution of the Goods after Delivery.

14. FORCE MAJEURE

14.1 Neither party shall be liable for any delay or failure to perform obligations under these Terms caused by events beyond the reasonable control of the affected party (including but not limited to acts of God, war, terrorism, civil commotion, epidemic or pandemic, strikes, lockouts, industrial disputes, port closures, embargoes, governmental acts, shortages of materials or transport, severe weather). The affected party shall notify the other promptly and use reasonable efforts to mitigate the effects.

14.2 Where a force majeure event continues for more than ninety (90) days, either party may terminate the affected order without liability other than for obligations accrued prior to termination.

15. EXPORT CONTROLS & COMPLIANCE

15.1 Buyer shall be responsible for import clearance, local permits, duties, taxes and compliance with all applicable laws in the destination country. Seller shall not be liable for any delays, confiscation, fines, or penalties arising from Buyer's failure to comply.

15.2 Buyer represents and warrants that it will not export, re-export or use the Goods in violation of applicable export control, sanctions or anti-terrorism laws. Buyer shall indemnify Seller against any breach.

16. DISPUTE RESOLUTION, GOVERNING LAW & JURISDICTION

16.1 Governing Law: These Terms shall be governed by and construed in accordance with the laws of Republic of India.

16.2 Dispute Resolution: Any dispute, controversy or claim arising out of or relating to these Terms (including any question regarding its existence, validity or termination) shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre (“SIAC”) in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (“SIAC Rules”) for the time being in force, which rules are deemed to be incorporated by reference into this clause.

The seat (or legal place) of arbitration shall be New Delhi, India. The language of the arbitration shall be English. The Tribunal shall consist of one or three arbitrator(s).

Notwithstanding the foregoing, the Seller may seek injunctive or other interim or equitable relief from any court of competent jurisdiction.

16.3 The parties may agree alternative dispute resolution or court jurisdiction by written amendment.

17. MISCELLANEOUS

17.1 Notices: All notices must be in writing and sent to the contact details on the invoice or to claims@alirapharmaceuticals.com. Notices are effective upon receipt.

17.2 Entire Agreement: These Terms, together with the invoice and any written order confirmation, constitute the entire agreement between the parties relating to returns and replacements and supersede all prior arrangements relating to such matters.

17.3 Amendment: No amendment to these Terms shall be effective unless in writing and signed by an authorized representative of Seller.

17.4 Severability: If any provision is held invalid or unenforceable, the remainder of these Terms shall remain in full force and effect.