

## CONDITIONS OF SALE AND DELIVERY

### 1. Preamble

All offers and deliveries are subject to the following conditions, and apply even when the customer specifies different conditions. Alterations to these conditions will only be valid when we express our agreement in writing.

### 2. Prices

The prices are ex-works. Prices are based on current material costs, salaries, transport and customs duty. The supplier reserves the right to change the prices if the basic costs change, up to the date of delivery. An order confirmation/ offer is valid for a maximum period of 15 days from the date of issue or the earlier date mentioned on the document.

### 3. Orders

The delivery of our equipment and component parts will be made strictly in accordance with our acknowledgement of the order which must be checked by the customer on receipt.

### 4. Dispatch

#### a) If the transport is arranged by the Seller

The risk and liability when the dispatch takes place lies on the buyer. This applies for deliveries ex works. The dispatch of goods shall be on "TO PAY" basis. All arrangements for Transit insurance and all liability for transit losses shall be the Buyer's responsibility and to the Buyer's account. No claims will be entertained for delayed deliveries through unforeseeable causes.

#### b) If the transport is arranged by the Buyer

The risk and liability when the dispatch takes place lies on the buyer. This applies for deliveries ex works. The dispatch of goods shall be on "TO PAY" basis. All arrangements for Transit insurance and all liability for transit losses shall be the Buyer's responsibility and to the Buyer's account. No claims will be entertained for delayed, damaged or partial deliveries through unforeseeable causes. Dispatch/Supply of goods by the Seller shall be complete when the Seller receives the lorry way bill/receipt for the goods loaded at the Seller's works by the Buyer's transport contractor/authorized representative on behalf of the Buyer. The date of delivery shall be the day of dispatch as appearing on the lorry way bill. In case the buyer arranges its own transport, it shall be the buyer's responsibility to get the goods picked up from our warehouse by prior intimation of pickup date and time, within working days and working time.

### 5. Terms of Payment

100% advance payment.

### 6. Drawings, Measurements, Weights and Materials

Drawings, measurements, weights and materials are not binding. The right is reserved to make, without notice, alterations in the construction of parts.

### 7. Assurances

The quality complies with the normal specification for the industry. Specific assurances are only valid if confirmed by us in writing.

### 8. Bring In Warranty

All goods are dispatched only after undertaking quality assurance and quality checking measures. Defective goods which are not in accordance with our expressed quality assurance, i.e. free from construction, fabrication and material faults, will be repaired in our factory and charges may or may not be levied at our discretion. This does not cover damage arising from normal wear and tear, faulty or neglectful maintenance, non-compliance with the manufacturer's instructions, excessive use, unsuitable power supply, chemical influence, incorrect or faulty handling/ installation by the purchaser. Obvious defects are to be reported immediately after delivery and hidden defects immediately after discovery. Claims by the purchaser for expenses, alterations, price reductions or damages owing to faults, will not be considered. Replaced parts become our property. The transportation charges for to and fro of the goods is to be borne by the purchaser. The warranty becomes invalid if the purchaser does not comply with the payments or if repair work is carried out without our authorization in writing. Defects do not

entitle non-payment or delay in payment. In the case of components which are not manufactured by us, the warranty or guarantee of the manufacturer applies.

#### **9. Ownership Rights**

The goods remain our property until payment is completed. We reserve the right of ownership (extended retention of title).

#### **10. Legal Court**

Legal disputes to be contested in the district of Thane, Maharashtra under the Indian law.

#### **11. Obligingness of this Contact**

In the event of certain clauses of these conditions of sale becoming invalid, the remaining clauses still apply.