

GENERAL TERMS AND CONDITIONS

1. Orders placed by us are subject to the following general terms and conditions only. General sales and supply conditions of sellers are not binding even when we have not explicitly rejected such conditions.

2. If nothing to contrary is heard within 48 hours from receipt of order it will be understood that the order is accepted as per our terms and conditions stated herein. If the seller has any special conditions to the order these shall be only considered by us when indicated in writing and will be binding on us when confirmed by us in writing. Seller shall so indicate any details that are necessary for the proper fulfilment of the order.

3. Quantity of goods ordered, mode of despatch prices and terms of delivery are binding and cannot unilaterally be altered by seller. The terms of delivery or commences from the date of the order either by letter, cable or in the case of orders by word of mouth, including telephone from the date of our letter cable confirming the order. Where orders are given by word of mouth or telephone, the same shall not be binding confirmed in writing in our official Order Form.

4. In all other cases, if the seller fails to complete within stipulated time delivery or performance, we are entitled at our option either to claim specific performance and / or damages and / or to cancel the agreement together with claiming damages for non-performance and we shall be at liberty to purchase articles in open market at your risk and account. Delays in delivery or performance which are due to reasons / causes not attributable to seller shall be communicated by seller to us as soon as possible even before commencement of the actual delivery time.

We reserve the right to reject any goods in full or in part which in material or workmanship are not approved by our Factory Officials whose decision shall be final. The goods are purchased by us subject to approval.

If any goods are rejected notice of such rejection shall be given to you and on receipt of such notice, the rejection goods must be removed immediately at your cost. We shall not accept any liability for any shortage or deterioration or loss of rejected goods for any reason whatsoever while lying at our premises.

5. Seller Guarantees with respect to the delivery and performance.

- (a) the exact conformity with our specifications, conditions, designs and samples and / or other indications given by us for similar delivery and / or performance.
- (b) that the equipment and machinery to be delivered will be brand new and free from any defects in material and / or implementation and adequate and complete for the intended purpose.
- (c) that for the manufacture of the machinery and equipment to be delivered new materials of goods and appropriate quality have been used and that first class workmanship and engineering have been applied.
- (d) that the legal and government regulations with respect to the manufacture of the machinery and equipment including regulations regarding protection of workers from dangers are complied with.
- (e) that within two months before time of delivery a complete technical documentation such as brochures, catalogues, description, prescriptions, grease-instructions, drawings, etc. are sent to us;
- (f) that no patent rights or other industrial property of third parties will be infringed upon by our using the goods delivered under this contract or using any machinery installed with the help of seller's services;
- (g) that the machinery and equipment supplied by seller are free from any lien or patent rights in favour of third parties;
- (h) seller holds us harmless of all rights and claims of third parties referred to in his article para f and g and reimburses us for all damages we may suffer as a result such claims and rights.

The guarantee referred to in this article shall ensure to the benefit of us for period of twelve months from the date of putting into operation of the machinery and equipment delivered by seller or eighteen months after the last delivery or performance effected by seller under this agreement, whichever is the later.

6. Notwithstanding our right to test the delivery and / or performance of seller at our factory we are entitled at the expense of seller to carry out tests on the materials, installations and equipments to be delivered by seller during their manufacture and before the despatch. As far as our personnel is carrying out these tests their costs are for our account. Seller shall not despatch any goods before these tests have been carried out or have been waived by us in writing. Our rights under clause 5 and 7 are unimpaired either by such tests or such waiver. Payment shall not imply acceptance.

7. In the event of default in delivery and / or performance we are entitled within the period of guarantee specified clause 5 section 2 at

our option to put through legal claims for damages or to ask for repair. In urgent cases or in the event seller fails to comply immediately with his obligations under this clause or in the event the goods delivered have already been despatched / shipped we are entitled at the expense of the seller to replace defective materials or spare part or to repair these and to remedy possible damages. In this case the full period of guarantee in respect of the replaced or repaired materials or spare parts recommences from the moment of such replacement or repair.

8. Delivery shall unless explicitly agreed otherwise in writing, be free of delivery charges at our Factory, Poona, Maharashtra.

Delivery of the documentation referred to in clause 5 section (e) shall be free at our Factory, Poona.

Payment shall be made for actual quantity accepted by us and our record shall be final and decisive on this point, invoice for each challan shall be submitted separately.

9. Seller shall always keep secret and confidential and shall prevent the disclosure or divulgence of all informations, experience, know-how, data, drawing, blue prints and specifications of our Company which he acquires or obtains on account of the order. Drawings, blue prints, specifications and samples given by us or made by seller at our request remain or become our property and shall not be copied, used or dealt with in any manner whatsoever without our previous written consent. Manufacture of goods based on the aforesaid documentation either for third parties or for seller's own purpose is not allowed outside the scope of an order given by us. Seller undertakes that he shall not display and / or publish in any way whatsoever the machinery and equipment etc. manufactured pursuant to an order given by us. Such Drawings, blue prints and samples etc. should be returned to us immediately when the order is / are completed.

10. Goods including parts and materials, manufactured by seller on the basis of drawing and special technical instruction given by us shall be our property from the beginning of the manufacture or the information of the parts. Such property will be kept in custody on our behalf by seller until delivered to us and shall not be given access to by third parties not disposed of without our previous written consent.

11. Without our previous written consent seller shall not make reference of our company or of associates for the purpose of advertising in business letters, brochures or similar publications.

12. Rights and obligations pursuant to this order and / or its execution are personal to seller and shall not be transferred to third parties without our previous written consent.

13. In case of force majeure the period for the fulfilment of the obligations of both parties shall be extended for the duration of the force majeure on the understanding that the party making request for force majeure shall without delay notify the other party the occurrence of the force majeure and shall also confirm to the other party within twenty days of such notification by registered letter along with a confirmation of the competent authority about the existence of force majeure.

14. Force majeure shall be all circumstances beyond the control of the parties and not foreseeable or when foreseeable unavoidable to the extent that they occur after the coming into effect of the agreement of delivery and to the extent that they entirely or partially impede the fulfilment of the contractual obligations.

We shall be entitled to alter, vary, modify, amend and / or rescind the order in part or whole at any time by notice in writing to seller. Upon receipt of the said notice, seller immediately alter, vary, modify and / or cancel all work for the execution on the order concerned.

Seller shall do every effort to cancel all orders and further agreements he may have placed for the fulfilment of his obligations on such conditions which are approved by us in writing and shall perform only such work which is necessary to protect and maintain machinery and equipment that may have already been completed or the completion of which may already be in an advantage stage. In the event of such cancellation we shall compensate seller for such work which is executed to our satisfaction prior to cancellation.

15. Alterations and modifications of the order are only binding to the extent that they have been confirmed by us in writing. The goods are destined for the factory of Century Enka Ltd. at Poona, (Maharashtra) at the address given on the order.

16. Please mention your Sales Tax Registration number on your invoices. Please submit Form No. 31 along with your invoice, if you have already paid taxes.