TERMS AND CONDITIONS

1. **Terms T**HIS INVOICE IS EXPRESSLY CONDITIONAL ON ACCEPTANCE OF ALL TERMS SET FORTH HEREIN. THE TERMS OF THE CONTRACT SHALL BE AS HEREIN SET FORTH. THE SUBSEQUENT EXECUTION OR SIGNATURE BY SELLER OF A PURCHASE ORDER OR OTHER SIMILAR PURCHASE AUTHORIZATION DOCUMENT FROM PURCHASER SHALL BE CONSTRUED AND INTERPRETED AS EVIDENCE OF ACKNOWLEDGEMENT OF RECEIPT OF SUCH PURCHASE ORDER OR SIMILAR DOCUMENT BY SELLER ONLY, AND, NOTWITHSTANDING ANY OTHER LANGUAGE, TERMS, OR CONDITIONS CONTAINED IN SUCH PURCHASE ORDER OF SIMILAR DOCUMENT, SHALL IN NO WAY BE CONSTRUED, INTERPRETED OR BECOME EFFECTIVE AS AN AMENDMENT OR MODIFICATION OF ANY OF THE TERMS AND CONDITIONS OF THIS CONTRACT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE REJECTED UNLESS EXPRESSLY AGREED TO IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

2. **Order Cancellation: Product Returns.** ORDER CANCELLATIONS/PRODUCT RETURNS ARE NOT ACCEPTED ONCE THE BILL OF LADING/INVOICE HAS BEEN ISSUED IN RESPECT OF THE RELEVANT GOODS UNLESS FRST APPROVED BY SELLER IN WRITING. IN ADDITION; PURCHASER'S FAILURE TO NOTIFY SELLER OF A DAMAGE OR DEFECT IN WRITING WITHIN TEN (10) DAYS OF RECEIPT OF THE RELEVANT BILL OF LADING/INVOICE, IN RESPECT OF GOODS TRANSPORTED THEREUNDER, OR WITHIN TEN (10) DAYS AFER ANY SERVICES ARE MADE AVAILABLE TO PURCHASER, SHALL CONSTITUTE A WAIVER OF ALL CLAIMS WITH RESPECT TO SUCH GOODS OR SERVICES, AND IN ANY EVENT, THE USE OF THE GOODS OR SERVICES SHALL BE DEEMED TO MEAN THAT THE SELLER HAS SATISFACTORILY PERFORMED.

3. **Claims for Shortages and Allowances.** CLAIMS FOR SHORTAGES MUST BE SUPPORTED WITH SIGNED DOCUMENTATION AND MUST BE NOTED AT THE TIME OF DELIVERY ON ALL CARRIER DOCUMENTS. CLAIMS FOR ALLOWANCES MUST BE SUBMITTED WITHIN THIRTY (30) DAYS OF SHIPMENT. PURCHASER AGREES TO REIMBURSE SELLER PROMPTLY FOR ANY ALLOWANCE RECEIVED WITHOUT REQUIRED PERFORMANCE.

4. **Prices: Chargebacks**. ALL PRICES/DISCOUNTS/REBATES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ALL GENERAL OR SPECIAL TAXES, IMPOSTS, DUTIES, OR PENALTIES OR OTHER GOVERNMENTAL CHARGES FXED OR IMPOSED BY ANY LAWFUL AUTHORITY UPON THE PRODUCTION, SALE, SHIPMENT OR DELIVERY OF THE SERVICES OR GOODS OR UPON THE MATERIAL FROM WHICH THEY ARE PRODUCED AND THEREAFER BECOMING EFFECTIVE WITHIN THE LIFE OF THIS CONTRACT, SHALL BE ADDED TO THE PRICE AND PAID BY PURCHASER. SELLER RESERVES THE RIGHT TO CHARGE BACK TO PURCHASER ANY DETENTION CHARGES INCURRED AT THE DESTINATION. THERE WILL BE NO PENALTIES FOR LATE DELIVERIES WITHOUT SELLER'S PRIOR WRITTEN APPROVAL.

5. **Transportation.** SELLER SHALL SELECT THE MODE OF TRANSPORTATION, ROUTING AND CARRIER FOR DELIVERED ORDERS AND SELLER RESERVES THE RIGHT TO SUBSTITUTE ALTERNATE MODES OF TRANSPORTATION FOR THAT SELECTED BY BUYER. ANY EXERCISE OF THESE RIGHTS BY SELLER SHALL IN NO WAY AFFECT SELLER'S LIABILITY, IF ANY, AS SET OUT IN THESE TERMS AND CONDITIONS. ALL LESS THAN TRUCKLOAD ORDERS MAY BE SUBJECT TO POOLING SHIPMENT SCHEDULED AT SELLER'S SOLE DISCRETION. SELLER RESERVES THE RIGHT TO PASS ON TO PURCHASER INCREMENTAL COSTS INCURRED ON ORDER PLACEMENTS AS A RESULT OF SUCH ORDERS NOT MEETING SELLER'S ORDER MINIMUM ORDER OR OTHER SPECIFCATIONS FOR THE APPLICABLE PRODUCTS.

6. **Shipping; Risk of Loss.** UNLESS OTHERWISE STATED ON THE REVERSE SIDE HEREOF THE PRODUCTS SHALL BE SHIPPED F.O.B. SELLER'S FACILITY. RISK OF LOSS FOR, DAMAGE TO AND TITLE TO, THE PRODUCT, SHALL PASS TO PURCHASER WHEN PRODUCT IS DELIVERED TO CARRIER FOR SHIPMENT, NOTWITHSTANDING PRICE IS QUOTED "DELIVERED". SELLER SHALL HAVE NO OBLIGATION TO DECLARE A VALUE FOR ANY SHIPMENT WITH THE CARRIER, WHETHER ON THE BILL OF LADING OR OTHERWISE, AND LIABILITY FOR ANY FAILURE TO DECLARE A VALUE IS EXPRESSLY EXCLUDED. SELLER SHALL RETAIN A SECURITY INTEREST IN THE PRODUCT UNTIL SELLER HAS RECEIVED PAYMENT IN FULL FOR THE PRODUCT.

7. **Disclaimers.** EXCEPT IF, AND TO THE MINIMUM EXTENT, OTHERWISE REQUIRED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES, AND GUARANTEES WITH RESPECT TO THE PRODUCTS OR SERVICES FURNISHED BY SELLER HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR, SIMULTANEOUS OR SUBSEQUENT ORAL OR WRITTEN STATEMENTS BY SELLER OR ITS REPRESENTATIVES OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTION OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER SPECIFICALLY DISCLAIMS ALL WARRANTIES REGARDING THE PROFITABILITY, SUCCESS OR VALUE OF ANY PRODUCT OR SERVICE PROVIDED HEREUNDER.

8. **Limitation of Liability**. NO EVENT HAVE ANY LIABILITY TO PURCHASER OR ANY OTHER PERSON FOR LOST PROFITS OR GOODWILL, OR FOR SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES OR ECONOMIC LOSS OF ANY KIND, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES AND NOTWITHSTANDING ANY DISCLOSURE OF THE NATURE OR VALUE OF THE GOODS OR SERVICES PROVIDED BY SELLER HEREUNDER OR ANY PARTICULAR USE WHICH MAY BE MADE BY PURCHASER OF SUCH GOODS AND/OR SERVICES. PURCHASER'S EXCLUSIVE REMEDY IN THE EVENT OF LOSS OF OR DAMAGE TO THE GOODS OR SERVICES TO BE PROVIDED IN ACCORDANCE WITH THIS INVOICE SHALL BE THE REPLACEMENT OF SUCH GOODS OR SERVICES OR, AT SELLER'S OPTION, DAMAGES, PROVIDED, HOWEVER, IN NO EVENT SHALL SELLER BE LIABLE HEREUNDER FOR DAMAGES WHICH EXCEED, IN THE AGGREGATE, THE PRICE ACTUALLY PAID BY PURCHASER TO SELLER FOR THE GOOD(S) OR SERVICE(S) WHICH GAVE RISE TO SUCH DAMAGES. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OR USE OF THE GOODS SOLD OR SERVICES TO BE PERFORMED HEREUNDER.

9. **Force Majeure**. IN THE EVENT OF WAR, FIRE, FLOOD, STRIKE, LABOR TROUBLE, BREAKAGE OF EQUIPMENT, ACCIDENT, RIOT, ACTS OF GOVERNMENTAL AUTHORITY, ACTS OF GOD, OR OTHER CONTINGENCIES BEYOND THE REASONABLE CONTROL OF THE SELLER, INTERFERING WITH THE PRODUCTION, SUPPLY, TRANSPORTATION OR CONSUMPTION PRACTICE OF THE SELLER AT THE TIME RESPECTING THE GOODS OR SERVICES PROVIDED HEREUNDER, OR IN THE EVENT OF INABILITY TO OBTAIN ON TERMS DEEMED BY SELLER TO BE PRACTICABLE ANY RAW MATERIAL (INCLUDING ENERGY SOURCE) USED IN CONNECTION THEREWITH QUANTITIES SO AFECTED SHALL BE ELIMINATED FROM SELLER'S OBLIGATIONS WITHOUT LIABILITY, BUT THE CONTRACT SHALL OTHERWISE REMAIN UNAFFECTED. SELLER MAY, DURING ANY PERIOD OF SHORTAGE DUE TO ANY OF SAID CAUSES, ALLOCATE ITS SUPPLY OF SUCH RAW MATERIALS AMONG ITS VARIOUS USES THEREFORE (E.G. MANUFACTURING AND SALES) IN SUCH MANNER AS SELLER DEEMS PRACTICABLE AND ALLOCATE ITS SUPPLY OF SUCH GOODS OR SERVICES AMONG SUCH VARIOUS USERS THEREOF IN ANY MANNER WHICH SELLER DEEMS FAIR ANDREASONABLE.

10. **Governing Law: Choice of Forum.** THIS CONTRACT AND ANY DISPUTES ARISING UNDER OR RELATED THERETO (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCTOR OTHERWISE) SHALL BE GOVERNED THE LAWS OF INDIA WITHOUT REFERENCE TO ITS CONFLICTS OF LAW PRINCIPLES. ANY LEGAL ACTIONS, SUITS OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) SHALL BE BROUGHT EXCLUSIVELY IN THE STATE COURTS OF MUMBAI AND THE PARIES TO THIS AGREEMENT HEREBY ACCEPT AND SUBMIT TO THE PERSONAL JURISDICTION OF THESE ……..COURTS WITH RESPECT TO ANY LEGAL ACTIONS, SUITS, OR PROCEEDINGS ARISING OUT OF THIS AGREEMENT. ANY ACTION BROUGHT BY PURCHASER MUST BE COMMENCED WITH ONE (L) YEAR AFTER DELIVERY OF GOODS OR COMPLETION OF SERVICES, NOTWITHSTANDING ANY STATUTORY PERIOD OF LIMITATION TO THE CONTRARY.THIS CONTRACT IS NOT ASSIGNABLE BY PURCHASER.