

General Terms and Conditions of Sale

Loparex India Pvt. Ltd.



- Except to the extent otherwise agreed in writing, these general terms and conditions of sale ("General Terms") shall, to the exclusion of any other general terms and conditions, apply to all contracts regarding the sale of products ("Products") by Loparex India Pvt Ltd. ("LOPAREX INDIA") to a purchaser of said Products ("Purchaser"). For the purpose of these General Terms, the following definitions shall apply:
 - Loparex India Pvt. Ltd. is referred to as LOPAREX INDIA.
 - LOPAREX INDIA shall mean the entity that sells the products to the Purchaser.
 - "Parties" shall mean collectively LOPAREX INDIA and the Purchaser and "Party" shall mean LOPAREX INDIA or the Purchaser as the context indicates.
- LOPAREX INDIA's acceptance of the Purchaser's order is conditional on the Purchaser's assent to these General Terms. Acceptance of delivery without prior objection to these General Terms shall constitute such assent.
- The Products will be delivered, and are priced Ex-works (interpreted according to the latest effective version of Incoterms) at LOPAREX INDIA's production site. Any other delivery terms would attract additional charges as the case may be. Title to the Products shall pass to the Purchaser simultaneously with the transfer of risk as defined in the terms of delivery (Incoterms). The delivery dates are approximate only.
- Price of Products is normally quoted Ex-works unless stated otherwise, and is exclusive of Excise Duty, VAT, CST, Freight, Insurance, Octroi or any other government/ municipal levy which would be charged extra on actuals as applicable at the time of effecting delivery, regardless of the delivery period mentioned in the Purchase Order of the customer.
- Packing charges depending on the mode of packing would be charged extra, as applicable.
- The Products will be invoiced on the date of shipment. Payment shall be due as per agreed terms between the parties. Interest rate for delayed payments is Twenty Four per cent (24%) per annum. Not, however, more than agreed by the Parties separately in writing or the highest permitted interest rate under the mandatory provisions of the applicable law.
- LOPAREX INDIA warrants that the Products, as delivered, will comply with LOPAREX INDIA's standard specifications in effect at the time of manufacture ("Specifications"), subject to customary tolerances. The purchaser assumes all risk and liability arising out from conversion of the Products, including without limitation use of the Products in combination with other substances or material. THE WARRANTY ABOVE IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY WITH RESPECT TO HIDDEN DEFECTS, MERCHANTABILITY OR FITNESS FOR AN INTENDED PURPOSE OR PARTICULAR USE.
- The liability of LOPAREX INDIA for products found not to comply with the above warranty ("Non-Conforming Products") shall be limited, at the sole discretion of LOPAREX INDIA, to: (i) refunding the Purchaser price of the Non-Conforming Products; (ii) replacing the Non-Conforming Products; or (iii) repairing the Non-Conforming Products, if feasible. The Purchaser shall notify LOPAREX INDIA in writing of any Non-Conforming Product within two (2) working days after discovery of such Non-Conforming Product, but not later than sixty (60) days from the date of dispatch, as indicated on Lorry Receipt (LR) or Bill of Lading. If not so notified LOPAREX INDIA shall have no liability as to such Non-Conforming Products. LOPAREX INDIA assumes no liability with respect to any Non-conforming Product which has been used or processed after the discovery on the Non-Conformity.
- No claim shall be allowed in respect of a product which has been altered, neglected, improperly stored, damaged or used by the Purchaser in any manner which adversely affects its performance.
- In cases where insurance cover is arranged by LOPAREX INDIA, all products should be examined to ensure they are in agreement with the carrier bill of lading. Complaints with regard to transit damage must be noted on the consignment note or delivery note, stating the name and signature of the person having established the transit damage as well as the name of the driver and the registration number of the lorry. The Purchaser must inform details of damage to LOPAREX INDIA within 48 hours of receipt of the products and store the products for inspection by insurance surveyor. The purchaser will co-operate with LOPAREX INDIA & insurance surveyor for completing the inspection and dispose the products as per instructions from LOPAREX INDIA or insurance surveyor. LOPAREX INDIA's liability in such case would be limited to claim amount accepted by insurance company.
- LOPAREX INDIA shall not be liable to Purchaser for failing to fulfill its obligations as a result of circumstances beyond its reasonable control, including without limitation fire, explosion, accident, strike, lockout, flood, drought, embargo, war (whether declared or not), riot, act of God or the public enemy, action of any governmental authority, general shortage of material or transportation, or the delay or non-performance of a sub-contractor due to above reasons.
- Each Party's maximum liability to the other for damages arising from the sale and purchase of Products shall never exceed the net invoiced value of the relevant delivery. In no event, whether as a result of contract, warranty, tort (including negligence), strict liability or otherwise, shall either party be liable to the other for loss of profits, business, revenue, goodwill, use, data, electronically transmitted orders, other economic advantage, consequential, incidental, indirect, special or punitive damages, including but not limited to loss of production, loss of business reputation or opportunity, loss or excessive utilization of raw material or energy, plant shut down, cost of capital, labor charges and the like, even if such Party has been previously advised of the possibility of such damages.
- All contracts between the Purchaser and LOPAREX INDIA are deemed to be entered into at Silvassa, India and therefore are subject to the jurisdiction of courts at Silvassa.

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Loparex India Pvt. Ltd.

Registered & Corporate Office:

Unit No. 901 – 902, 9th Floor, First Avenue Building,
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Athal Industrial Estate, Athal, Silvassa –
396230, Union Territory of

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