

ELANTAS Beck India Ltd.
GENERAL CONDITIONS OF SALE

DELIVERIES:

- Deliveries are estimated based on our suppliers' premises to us. We cannot accept any liability for damages either direct or indirect for failure to deliver within the time stated. We cannot be held responsible for any delay in delivery when caused by conditions beyond the control of our suppliers or ourselves and it shall in no case constitute grounds for cancellation of the order and/or rejection of the goods or imposition of damages and penalties (or claim compensation). Part dispatches are to be permitted and the buyer shall be bound to accept such part dispatches and to pay for these. The material shall be supplied to the nearest standard drum. Delivery shall be ex-works Pimpri/Ankleshwar unless otherwise agreed upon. Deliveries are subject to credit limit and availability of products.

TAXES:

- The prices quoted are exclusive of excise duty, Central, State and Inter State Sales Tax, Octroi and other local taxes and duties. Prices quoted are subject to withdrawal or change at any time without assigning any reason of whatsoever nature, during pendency of order and even after part supply has been made.
- Relevant Sales tax form and AR3A (in case of deemed export) form will be furnished by the customer before the end of next quarter for all suppliers effected in the earlier quarter, failing which the customer will be liable to pay/reimburse to us the full tax payable along with interest if any.

LOSS OR DAMAGE IN TRANSIT:

- GOODS (MATERIALS) ONCE DISPATCHED WILL UNDER NO CIRCUMSTANCES BE ACCEPTED BACK.
- Our responsibility ceases on delivering the materials to the carrier and we are not liable for any damage or loss in transit whatsoever.

INSURANCE

- All the goods are dispatched at purchaser's risks unless instructed otherwise, insurance will be covered at extra cost for usual risks, such as theft pilferage including leakage within the limitations set by the Insurance Company for non-delivery, breakage, leakage etc at rates available to us. In case of any claim, the customer will have to recover the same direct from the Insurance Company at his own cost and account and we shall render whatever assistance we can to realize the claim without holding ourselves responsible for the damage. We and our insurers shall not be responsible for loss, damage or leakage howsoever caused unless a certificate is obtained from the carriers and/or their representative at the time of taking the delivery certifying the extent of such loss, damage or leakage.

WARRANTY:

- All the goods sold by us conform to the product characteristics/performance parameters as per the specifications given in the technical data sheet, and we are not liable for any consequential damage whatsoever arising out of usage of goods supplied by us.

PROPERTY RIGHT:

- Goods supplied are subject to our right of lien and resale as unpaid Vendors, Purchasers and the assignees on taking delivery shall hold the same in trust for and on our behalf until full value thereof is paid to us.

MODE OF DISPATCH:

- Dispatches will be effected by truck, passenger train or goods train or by any other mode of transport of our option unless otherwise agreed upon in writing.

EFFECT OF BREACH:

- In case even of any breach by the customer of any of the terms of the contract, we are hereby expressly authorized to
- Rescind the contract without prejudice to our rights there under and the customer will be deemed to have forfeited any money paid by him as earnest for fulfillment of this contract or as deposit in part payment of the goods.
- Effect resale of the goods or any part thereof on the Customer's account by private contract or by public auction at our absolute direction as to time, place, terms and conditions of the sale and to recover from customer all loss we may suffer thereby including the cost of such resales and the difference between the contract price and including the cost of such resales, and all charges, interest and incidental expenses and we shall be entitled to retain any profit arising from such resale.

PAYMENT:

- Unless otherwise agreed upon in writing our normal terms of payment are 100% in advance for each consignment

JURISDICTION:

- If any dispute or difference arises between the customer and us, the courts in Pune city only shall have jurisdiction.

Force Majeure :

1. We shall not be responsible for any failure to perform our obligation due to conditions beyond our control-such as and not limited to war, strikes, lockouts,any acts of god/natural calamities, as well as other cases of force majeure.

Export Control Clause

1. Products of the ALTANA Group are subject to EU sanctions against Russia under Regulation (EU) 833/2014, including but not limited to Art. 3k in conjunction with Annex XXIII of the Regulation, Art. 12g of the Regulation.
2. Additionally, ALTANA has decided for business policy reasons not to maintain any business relations, either directly or indirectly, with Russia, Belarus, and Iran.
3. The importer/buyer shall not sell, export or re-export, directly or indirectly, to Russia, Belarus, and/or Iran or for use in Russia, Belarus, and/or Iran any goods supplied by any company of the ALTANA Group.
4. In the event of a violation of EU sanctions, the importer/buyer shall indemnify and hold the companies of the ALTANA Group harmless from and against any claim, proceeding, action, fine, loss, cost, and damages arising out of or relating to any culpable violation of the above obligations. The importer/buyer shall compensate the companies of the ALTANA Group for all losses and expenses resulting thereof, in particular the costs and expenses of any possible legal defense as well as any contingent fines or penalties imposed by authorities. This provision shall not lead to a reversal of the burden of proof.

By concluding a contract with a company of the ALTANA Group, you accept the above clauses as an effective and essential part of the contract.