

CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

1. (a) In these conditions "the Company" means Foseco India Ltd or such other company as may be nominated by the Company to supply the goods and services and "the Customer" means the individual, firm, company or other party with whom the Company contracts. "Supply" includes (but is not limited to) any supply under a contract of sale as per the applicable laws.
(b) No order in pursuance of any quotation or otherwise shall be binding on the Company unless and until such order is accepted by the Company. Any contract made between the Company and the Customer (herein called "the Contract") shall be subject to these conditions and save as after mentioned no representative or agent of the Company has authority to agree any terms or make any representations inconsistent with them or to enter into any contract except on the basis of them; any such term representation or contract will bind the Company only if in writing and signed by an authorised officer of the Company.
(c) Unless otherwise agreed in writing by the Company these conditions shall override any terms and conditions stipulated or referred to by the Customer in his order or pre-contract negotiations.
(d) Any description contained in the Company's catalogues, samples, price lists or other advertising material is intended merely to present a general picture of the Company's products and services and shall not form a representation or be part of the Contract.
(e) In the event that the Company has not given a written acknowledgement of the Customer's order these conditions, provided the Customer shall have had prior notice of them, shall nonetheless apply to the Contract.
(f) The Company reserves the right to correct any clerical or typographical errors made by its employees in the invoice at any time.
 2. Where goods are made to the Customer's specification, instructions or design, the Customer undertakes full responsibility for the suitability and accuracy of the specification, instructions or design and undertakes to indemnify the Company against any infringement of any patent, registered design, trade mark, trade name or copyright and any loss, damage or expense which it may incur by reason of such infringement in any country and the Customer undertakes further to indemnify the Company for any loss, damage or expense in respect of any liability arising under the applicable laws in relation to the specification or design of such goods.
 3. (a) Subject to any agreement to the contrary the Company's quotations are provisional and may be altered to take account of any changes taking place, between the date of quotation and the Company's acceptance of the Customer's order, in the price of raw materials, rates of wages and other costs of production or in the Customer's specification, instructions or design or in the event that the Customer orders part of the quantity referred to in any quotation.
(b) The Company shall be entitled to increase its prices at any time to take account of any increase in the cost to the Company for purchasing any goods or materials, manufacturing or working on or supplying any goods or services (including any such increase arising from any error or inadequacy in any specification, instructions or design provided by the Customer or any modification carried out by the Company at the Customer's request) and such increased prices ruling at the date of despatch by the Company shall be substituted for the previous Contract price. All prices quoted are exclusive of Excise Duty and Sales Tax/VAT and the Customer shall pay any and all taxes duties and other government charges payable in respect of the goods.
(c) The Company shall be entitled to deliver the quantity of goods required under the Contract plus or minus 5% and the total contract price shall be adjusted accordingly.
 4. Unless otherwise agreed by the Company:
(a) the Company shall deliver the goods by the means most convenient to the Company to the Customer's designated delivery point or (in the event that the Customer fails to specify a delivery point) to any address at which the Customer resides or carries on business.
(b) these standard terms of business override any terms and conditions stipulated or referred to by the Customer on his order or pre-contract negotiations.
(c) all significant risks (including those of material in transit from Foseco works to the customer premises) and rewards of ownership in the goods, which the company agrees to supply, shall transfer to the Customer on the Relevant Date as defined in the paragraph 5(a) hereof.
(d) in case of international supply transactions the standard terms of sales as per 'Inco-Terms 2010 shall be "FREE ON BOARD" at the Indian ports. The title and risk passes to the importer once the goods are loaded into the ship/aircraft as the case may be.
 5. The Company's standard terms of sale are ex-works the Company's Premises, and cover the following circumstances:
(a) The Customer takes physical possession of the goods from the factory premises of the company.
(b) The Company despatches the goods from its premises using transport either arranged by the Customer or, on the Customer's request, by the Company, but where the Customer pays the transporter.
- When the terms of sales are:
- ex-works the Company premises: the Relevant Date is the date on which the goods physically leave the Company's premises.
 - door delivery, the Customer takes delivery of the goods at the Customer's factory: the Relevant Date is the date on which the Customer acknowledges receipt of the goods.
6. Time for payment shall be of the essence of the Contract. Without prejudice to any other rights of the Company, interest will be payable on all overdue accounts at Prime Lending rate plus 1% and for the purpose of clause 6 and 8 hereof the full purchase price of goods shall include any interest payable hereunder.
(a) If the Customer shall fail to make any payment when it becomes due or shall enter into any composition or any arrangement with his creditors or if being an incorporated company shall have an administrative receiver or administrator appointed or shall pass a resolution for winding up or a Court shall make an order to that effect or if there shall be any breach by the Customer of any of the terms and conditions hereof, the Company may defer or cancel any further deliveries and treat the Contract as determined but without prejudice to its right to the full purchase price for goods delivered and services supplied and damages for any loss suffered in consequence of such determination.
(b) Cancellation by the Customer will only be accepted at the discretion of the Company and in any case on condition that any costs or expenses incurred by the Company up to the date of cancellation and all loss or damage resulting to the Company by reason of such cancellation will be paid by the Customer to the Company forthwith. Acceptance of such cancellation will only be binding on the Company if given in writing.
(c) A charge will be made for costs incurred by the Company due to suspension or deferment of any order by the Customer or in the event that the Customer defaults in collecting, or giving instructions for the delivery of, any goods or the performance of any services.
 7. (a) No claim for damage or loss of goods occurring after the Relevant Date will be entertained. Any claim arising from damage or loss of goods before the Relevant Date will only be entertained if the customer shall have given to the company written notice of such damage, shortage or loss with reasonable particulars thereof within 3 days after the receipt of goods or (in case of total loss) within 10 days of receipt of the invoice or other notification of despatch. The company's liability, if any, shall be limited to replacing or (in its discretion) repairing such goods and it shall be a condition precedent to any such liability that the customer shall if so requested have returned goods to the Company within 14 days of such request. The customer shall not be entitled to make any claim

against the Company for consequential loss arising out of such damage, shortage or loss as aforesaid.

- (b) The Customer warrants that it will pass on to all third parties to whom it may supply the goods all information as to the use and safe handling of the goods as may have been provided to the Customer by the Company.
8. The following provisions shall apply to all contracts other than International Supply Contracts and to all goods, which the Company agrees to supply to the Customer under the Contract. No failure by the Company to enforce strict compliance by the Customer with such provisions shall constitute a waiver thereof and no termination of the Contract shall prejudice limit or extinguish the Company's rights under this paragraph.
- (a) Notwithstanding the physical delivery of the goods and the passing of all significant risks and rewards of ownership in the goods to the customer, the Company shall retain the right to take all possible measures (including initiating appropriate legal proceedings against the defaulting customer) or re-posses/re-claim the goods in the event the Company does not receive the full payment for the goods.
- (b) The customer is hereby granted a licence by the Company to incorporate the goods in any other products. The customer is hereby licensed to sell the goods and any products incorporating any of them. Such licenses granted shall be terminable forthwith at any time upon notice by the Company to the Customer.
9. The customer shall maintain all appropriate insurance in respect of the goods from the date on which all the significant risks and rewards therein passes to him as hereinbefore defined. In case of international supply contracts the insurance will be arranged by the importer, or if specifically requested, the Company may do the insurance on behalf of the importer.
10. The Company will use all reasonable endeavors to fulfill its obligations contained in this Contract provided always that, save as provided in this Contract, the Company will not be liable for any pecuniary loss suffered by the Customer as a consequence of any breach of contract, negligent act or omission of the Company its servants or agents in or in connection with the supply of any goods or the design or manufacture thereof or in the carrying out of any work, (including but not limited to all work done in or in connection with the supply of any services required under the Contract or the provision of any information or advice).
11. Nothing in these Conditions shall exclude or restrict any liability that the Company may have by virtue of the applicable laws.
12. (a) Unless otherwise agreed by the Company in writing the Customer shall have no rights in respect of any works or design prepared by, used by or belonging to the Company and the Customer acknowledges that it shall not acquire any rights in respect thereof and that all intellectual property rights and the goodwill associated therewith are, and shall remain vested in the Company.
- (b) The Customer shall not use any design provided by the Company without the Company's written permission and where such permission is given, only within the terms and conditions specified therein. Any such use of the design shall bear a credit to the Company displayed in such a position and in such terms as agreed with the Customer.
13. The Company shall not be used as a Credit Reference without prior written approval.
14. The proper law of all contracts with the Company shall be the Indian Law, which shall govern in all respects the construction and effect of such contract and of these conditions. The Customer agrees that in the event of any dispute arising out of the Contract or the performance thereof he will submit to the jurisdiction of the Indian Courts.
15. All disputes are subject to the jurisdiction of Pune Court.