

GENERAL SALES CONDITIONS

SCOPE OF APPLICATION

These General Terms govern all supply relations between the parties.

Even in case of departures agreed upon in writing, such terms shall continue to be applied on the part not expressly derogated from. Any general terms of sale drawn up by the Buyer shall not find application in the supply relations between the parties unless expressly accepted in writing by **SHREE IMPEX** and in any case shall not nullify the effect of these General Terms, which they must refer to.

CONTRACT FORMATION

Acceptance by the Buyer of the offer or order confirmation by **SHREE IMPEX**, however performed, entail the application of these General Terms of Sale. Any offers proposed by agents, representatives and sales auxiliary staff on behalf of **SHREE IMPEX** shall not be binding for the latter until confirmed in writing by the same **SHREE IMPEX**

Sales offers formulated by **SHREE IMPEX** shall be valid for the duration of the daily quotation of the raw materials accruing from the formulation of said offers and within the limits of the integral supply of the materials quoted in the offers.

Possible requests of withdrawal from the contract newly agreed upon must be formalized within 7 working days (Saturday being considered a working day), by means of registered letter with acknowledgment of receipt, to the following address:

SHREE IMPEX Plot No. 527/13, Satellite Park, 361006 Jamnagar (GJ) – INDIA

PRICES - PAYMENT TERMS

The prices of the products refer to the offer accepted by the Buyer or to the issue of the order confirmation by **SHREE IMPEX**; the prices stated therein are always to be considered net of GST.

The prices of the products are always to be considered inclusive of shipping expenses, unless otherwise agreed upon in writing by the parties. Payments shall be made in compliance with the relevant directions within the offer of sale or in the confirmation of order.

Payments and any other amounts due for any reason to **SHREE IMPEX** must be effected at the address of said company. Any payments made to agents, representatives or sales auxiliary staff on behalf of **SHREE IMPEX** shall be deemed as void, and therefore do not exempt the buyer from its obligation, until the relevant amounts are not collected by the above-mentioned company.

Unless otherwise provided for, payments shall be made in Euro & Dollar.

Prices expressed in a non-Euro/Dollar currency may undergo variations with reference to the floating of the relevant exchange rate.

Any delay or breach of the rules governing the payment terms confers **SHREE IMPEX** the right to:

- suspend all supplies under way, even if irrelevant to the payment in question;

- change the terms of payments and discounts as regards the subsequent supplies, even to the extent of requesting advance payments or the issue of further guaranties;
- request, as of the date of expiry scheduled for payment and with no need of letter of formal notice, the default interests on the still outstanding amount, to the extent of the rate provided for by the legal provisions in force on commercial transactions, in any case without prejudice for the right of **SHREE IMPEX** to request compensation for any further damage suffered;
- moreover, in the above circumstances, all amounts due for any reason to **SHREE IMPEX** become immediately collectable. The Buyer shall be bound to the full payment of the products even in case of exceptions, challenges or disputes, which shall be settled only after payment of the outstanding amounts has been made.

DELIVERY

Unless otherwise agreed, the supply of Products shall be delivered to the JNPT , an Indian port with term 'FOB'. Should the Buyer default on the payments relating to other supplies, the expiration of delivery time is stopped and **SHREE IMPEX** will be entitled to delay supplies until the Buyer has paid out the outstanding amounts. As regards the quantities delivered, the Buyer acknowledges **SHREE IMPEX** the customary allowance. If, owing to reasons not attributable to **SHREE IMPEX**, the Buyer does not attend to collect the goods, **SHREE IMPEX**, subject to prior notice to the Buyer, will be entitled to store them and charge the Buyer for any related expenses incurred.

EXCUSABLE DELAYS

SHREE IMPEX shall not be held liable for non-observance of its contract obligations to the extent in which such default results, directly or indirectly, from:

1. causes not attributable to said company and/or causes due to force majeure;
2. actions (or omissions) of the Buyer also including failure to transmit the necessary information and approvals to **SHREE IMPEX** in order to guarantee the production and the ensuing supply of products;
3. failure to comply with the terms of payment by the Buyer;
4. inability to obtain any materials, parts or services that are necessary to the performance of the job and the supply of the products. Should any of such circumstances occur, **SHREE IMPEX** shall see to inform the Buyer thereof, to quantify the possible delay and to fix a new delivery date. Should the delay of **SHREE IMPEX** in supplying the goods derive from actions or omissions of the Buyer, or from the specific work of other contractors or suppliers of the Buyer, **SHREE IMPEX** will also be entitled to a fair adjustment of the pr

TECHNICAL STANDARDS AND LIABILITIES

The products supplied comply with the legal and technical standards in force in the Indian Community (unless otherwise specified); therefore the Buyer takes the responsibility for checking any possible dissimilarity between the regulations and those of the country the products are bound to, holding **SHREE IMPEX** harmless thereof.

SHREE IMPEX guarantees the performance of its products solely and exclusively within the scope of the usage, destinations, applications, tolerances, etc. expressly stated by reference to them.

COMPENSATION FOR DAMAGE

The responsibility of **SHREE IMPEX**, should it derive from the performance or non-performance of the contract, the warranty, any breach of the law or arise from objective responsibility, shall never exceed the value of the product said responsibility refers to. Under no circumstances will **SHREE IMPEX** be held liable for loss of earnings or loss of profits, or for non-use or technical stoppage of the product or of any related machinery, due to complaints *from the Buyer* an/or third parties in connection with said damage or any other possible damage, indirect or consequent.

CONFIDENTIALITY

The Buyer agrees to process the information/data/drawings/ know how/documentation received and/or obtained from **SHREE IMPEX** as confidential and to restrict the use of said information/confidential documents and access thereto for purposes strictly relating to the contract performance. The confidential information/documentation shall not be disclosed without the prior agreement in writing of **SHREE IMPEX**, and all copies of said confidential information shall be returned upon the request of **SHREE IMPEX** immediately.

APPLICABLE LAW AND PLACE OF JURISDICTION

These General Terms and related supply contracts shall be governed by the Indian law.

For any dispute relating to or in any case arising from the contract which these General Terms apply to, the place of jurisdiction shall be the Court of Jamnagar.

Date : 10/03/2022 , Place : Jamnagar



SHREE IMPEX
Proprietor

Authorised Signature