



General Conditions for the Sale and Delivery of Products & Related Services of CGCE (P) LTD

Article I - General

1. These General Conditions of Sale and Delivery apply to all offers, orders, contracts of sale, contracts for services and other agreements relating to deliveries of products and/or services to be made by CGCE (P) LTD and all the provisions hereof shall apply between the parties, unless both parties expressly provide otherwise, in writing.
2. For the purpose of these conditions of delivery:
 - CGCE (P) LTD; the party referring in his quote to these conditions;
 - Principal; any party to whom the aforementioned quote(s) is (are) directed.

Article II - Quote

1. Each Quote made by CGCE involves no commitment.
2. Validity of the Quote expires in 15 days from the date mentioned in the Quote.
3. Each quote of CGCE is based on implementation of the agreement under normal circumstances and during normal working hours.

Article III - Agreement

1. If the agreement is concluded in writing, it is considered as completed on the day the contract is signed by the Principal, or on the day of dispatch of the written confirmation of the order by CGCE.
2. By additional work is meant everything the contractor, in consultation with the principal, whether in writing or not, delivers and/or installs during the performance under the agreement exceeding the quantities explicitly laid down in the contract or in the order confirmation, or if the contractor performs more activities than explicitly laid down in the contract or order confirmation.
3. Verbal promises, arrangements or other juristic acts shall only be binding upon us if made or performed by persons holding a specific proxy or persons with other powers of representation.

Article IV - Price

1. Unless stated otherwise, by us, the prices quoted are based on delivery FOB in accordance with the most recent version of the INCOTERMS, and do not include VAT and other charges levied by the government on sales and deliveries.
2. Prices quoted are based on the actual rates of material and commodities at the time of quotation.
3. If, after the date of completion of the agreement, one or more of the cost price factors have been subject to a rise, even if this occurs as a result of foreseeable circumstances, CGCE is entitled to raise the agreed price accordingly.

Article V - Drawings, calculations, descriptions, models, tools etc.

1. Data listed in catalogues, illustrations, drawings, statements of dimensions and weights etc. are only binding if and insofar as they have been explicitly included in a contract signed by the Principal and CGCE, or in a confirmation of the order signed by CGCE.
2. Quotes given, as well as drawings, calculations, software, descriptions, models, tools, etc. made or provided by CGCE, remain the property of CGCE, irrespective of whether costs have been charged for these. The information enclosed in or underlying the manufacturing and construction methods, products etc. remain exclusively reserved to CGCE, even if costs have been charged for these. The Principal vouches that the information we provide will be used solely and exclusively in connection with the agreement and that the Principal will not use that information in any manner that is in breach of the intellectual rights of third parties.
3. The Principal shall indemnify us in respect of all direct and indirect consequences of claims asserted against us by third parties as a result of the violation of the rights referred to in the foregoing subclause.

Article VI - Delivery and delivery time

1. The delivery time commences on which ever of the following times is latest:
 - a. the day of completion of the agreement;
 - b. the day of receipt by CGCE of the requisite documents, data, permits, etc. for implementing the order;
 - c. the day on which the necessary formalities for commencing the work have been fulfilled;
 - d. the day of receipt by CGCE of that which in accordance with the agreement had to be paid in advance, prior to commencing the work. If a delivery date or week has been agreed, the delivery time is the period between the date of completion of the agreement and the delivery date or week.
2. The delivery time is based on the working conditions at the time of completion of the agreement and on delivery in good time of the materials ordered by CGCE for implementing the work. If, due to no fault of CGCE a delay arises as a result of a change to the said working conditions or because materials ordered in good time for performing the

work have not been delivered in good time, the delivery time will be extended insofar as is necessary.

3. With reference to the time of delivery; the product is deemed to be delivered, when it is available for transfer of ownership to the Principal, or at least can be placed within his power and the Principal has been informed of this, without prejudice to the obligation of CGCE to comply with any commitments regarding assembly or installation.
4. Notwithstanding the provisions set forth elsewhere in these conditions with regard to extending the delivery time, the delivery time is extended by the duration of the delay arising on the part of CGCE as a result of the failure of the Principal to comply with any of the obligations arising from the agreement or any cooperation to be required of him with regard to the implementation of the agreement.
5. If the agreed delivery period is exceeded - for whatever reason - this shall not entitle the Principal to wholly or partially dissolve the agreement or to perform or cause to be performed any work in execution of the agreement, without having judicial authorization to do so.
6. Any fine in the contract for exceeding the delivery time must be deemed to be set in the place of any entitlement of the Principal to compensation. Such a fine is not owed if the exceeding of the delivery time is a result of force majeure.
7. If the Principal refuses to take receipt of the product(s) offered him, all costs deriving from this (including freight, handling and storage costs) are to be paid by the Principal.
8. In the event of the cancellation of the agreement or failure to take possession of the goods to be delivered by us, the Principal shall, with immediate effect, owe 10% of the agreed price, without prejudice to our right to demand from the Principal, in addition to this payment towards the costs and lost profit, full compensation for the damages suffered as a result of the cancellation.

Article VII - Transfer of risk and ownership

1. Passing of the risk in respect of all direct and consequential damages is in principle, determined by the Incoterm used in clause IV. However if the Principal, after being given notice of default, continues to fail to accept the product, CGCE will be entitled to charge the Principal for the costs of storing the product.
2. Without prejudice to the stipulations of the foregoing paragraph and of clause VI paragraph 3, title to the product shall only pass to the Principal once all amounts due to us from the Principal in connection with the delivery or related work have been settled in full, including interest and costs.
3. Should the occasion arise, CGCE will be entitled to unimpeded access to the delivered products. The Principal will grant all cooperation in order to give to CGCE the opportunity of exercising the condition with regard to ownership given in paragraph 2, by taking back the delivered products, including any disassembly that may be required.
4. Goods once sold will not be taken back.

Article VIII - Invoicing and payment

1. Unless otherwise agreed, the agreed price will be invoiced as follows:
 - a. 50% on awarding the order;
 - b. 50% prior to delivery as referred to in art. VI paragraph 3;
2. Unless otherwise agreed in writing, all payments should be made without any deductions or offset, immediately upon receipt of the invoice to the designated account or an office of CGCE.
3. If, in the event of late payment, collection is made through judicial or other channels, the amount of the claim will be increased by 10% to cover administration costs and the judicial and extra judicial costs shall be borne by the Principal in the amount paid or owed by us.

Article IX - Claim and guarantee

1. Claims with regard to visible defects must be made, immediately after receipt of the product, but at the latest five days after the actual transfer of the product to the Principal, in a written specified notification to CGCE. Claims with regard to non-visible defects must be submitted immediately after their discovery, but in any event within the guarantee period referred to in paragraph 2, in a written, specified notification by the Principal to CGCE. Should the said periods be exceeded, all claims vis-à-vis CGCE lapse with regard to the said defect. Legal claims in this matter should be submitted within a year after the claim has been submitted in good time, on pain of the claim ceasing to be valid.
2. Notwithstanding the constraints set below, CGCE vouches for the soundness of the products supplied and for the quality of the materials used and/or supplied for these products, for a period of 2 months EXW (Ex Works) in accordance with article VI paragraph 3, excluding visible defects.
3. Guarantee of CGCE with regard to a possible failure to a product, irrespective where this failure occurs, comprises the repair and/or replacement of the defective part on the premises of CGCE or elsewhere, or by dispatching a part for replacement, all this always at the choice of CGCE. In all events the guarantee covers the reasonable and customary

labour necessary for remedying the defect. All costs exceeding the sole obligation as described in the preceding sentences of this paragraph but not limited to; costs for transportation abroad, waiting hours, travel and accommodation expenses, as well as all extra costs which never occur during repair under circumstances in a domestic workshop and are arising from either dismantling or mounting are to be paid by the Principal. The Principal will grant CGCE assistance in any disassembly and assembly upon first request.

4. Only after written permission from CGCE the Principal may have a necessary repair carried out by a third party for the account of CGCE. This insofar the costs of this repair are reasonable. In order to establish whether these costs are reasonable the cost price level of CGCE will be the standard. CGCE will designate the third party who may carry out the necessary repair in consultation with the Principal. Repair by a third party in accordance with this paragraph is only possible:
 - if CGCE is unable or not able in good time to repair the defect in its premises, or
 - when it comes to a disproportionate difference between the necessary costs of transporting of the product to the workshop of CGCE and the costs of repairing this in situ, or
 - if in connection with the circumstances of the Principal it cannot be required to have him carried out the repair in a workshop of CGCE.
5. In any event defects that do not come under the guarantee are those occurring which are fully or partially the result of:
 - a. failure on the part of the Principal to have due regard for operating and maintenance regulations or other use than is normally anticipated;
 - b. defects not due to material and/or constructional faults, such as defects arising from normal wear and tear, internal and external contamination, rust and paint damage, transport, freezing, overheating, overloading and/or letting the product fall;
 - c. assembly/installation or repair by third parties with the exception of that which is referred to in paragraph 5 - including the Principal;
 - d. materials or products applied at the request of the Principal;
 - e. materials or products which have been provided for treatment or processing by the Principal to CGCE;
 - f. materials, products, methods and constructions, which have been applied at the explicit instruction of the Principal, as well as materials and products supplied from, by or on behalf of the Principal.
6. If the Principal fails to comply with any obligation deriving from the contract that he has concluded with CGCE or a contract connected with it, or he does not do so properly or in good time, CGCE cannot be held to any guarantee in these agreements, however it is referred to.
7. If the Principal resorts to or has resorted to disassembly, repair or other work with reference to the product without the prior written approval from CGCE, all entitlement under guarantee lapses.
8. If CGCE replaces parts and products in order to comply with the guarantee obligations, these parts and products become the property of CGCE. The original guarantee period is not extended upon replacement.
9. As regards inspections, consultancy and similar operations carried out by CGCE, no guarantee will be given. Nor can CGCE accept any responsibility for designs and parts made available by the Principal himself.
10. The alleged nonperformance of the guarantee obligation on the part of CGCE does not absolve the Principal from his obligations deriving from any agreement concluded with CGCE.

Article X - Liability

1. The liability of CGCE is confined to compliance with the guarantee obligations described in article IX of these conditions.
2. With the exception of gross negligence on the part of CGCE and with the exception of the provisions of paragraph 1, all liability of CGCE, such as loss through business interruption, other consequential loss and loss as a result of liability vis-à-vis third parties is excluded.
3. Consequently CGCE is not liable for:

- the violation of copyright, licenses or other rights of third parties as a result of the use of data provided by or on behalf of the Principal;
 - damage or loss, through whatever cause, arising from raw materials, semi manufactures, models, tools, and other matters made available by the Principal;
 - transport difficulties, fire and other serious disruption to our business or that of our suppliers;
 - the consequences for the Principal under civil law of the violation of regulations of public law as a consequence of any actions of our technicians or third parties engaged by us in the service of the Principal.
4. If CGCE, without being assigned to carry out the assembly, provides assistance and help of whatever kind in the course of the assembly, this will be done at the risk of the Principal.
 5. The Principal is obliged to hold harmless and indemnify CGCE with reference to all claims of third parties for compensation of damage for which the liability of CGCE in relationship with the Principal been excluded in these conditions.

Article XI - Force majeure

For the purposes of these General Terms and Conditions of Sale and Delivery, force majeure shall mean: any circumstance as a result of which performance is prevented or made unreasonably difficult and also, insofar as not already included within that definition, war, threat of war, civil war, riot, industrial action, lockout, floods, power cuts, transport difficulties, fire and other serious disruption to our business or that of our suppliers.

Article XIII - Suspension and dissolution

1. In the event of an impediment to the implementation of the agreement arising as a result of force majeure CGCE shall be entitled, without the intervention of the court, to suspend the implementation of the agreement for a maximum of 6 months or to dissolve the agreement in full or in part, without being obliged to pay any compensation. During the suspension CGCE is empowered, and at the end of this obliged to opt for implementation or full or partial dissolution of the agreement. Both in the case of suspension and dissolution, CGCE is entitled to require immediate payment for all that already has been performed for the implementation of the agreement.
2. If the Principal fails to comply with any obligation deriving for him from the agreement concluded with CGCE, or from a coherent agreement, or fails to do so properly or in good *time, or if there is a good ground for fearing that the Principal is unable or will be unable to comply with the contractual commitments vis-à-vis CGCE, as well as in the case of bankruptcy, suspension of payment, closure, liquidation or partial transfer for collateral or otherwise, of the Principal's business including the transfer of a major portion of his receivables, CGCE is entitled, without notice of default and without the intervention of the court, to suspend the implementation of each of these agreements for a maximum of 6 months or to dissolve them in full or in part without being held to any compensation or guarantee and notwithstanding the further rights accruing to CGCE. During the suspension CGCE is empowered, and at the end of this obliged, to opt for implementation or full or partial dissolution of the suspended agreement(s).
3. In the event of suspension and/or dissolution by virtue of paragraph 2 the agreed price becomes immediately due with deduction of the installments already paid, and the costs saved by CGCE as a result of the suspension or dissolution.
4. The Principal is not entitled to claim dissolution of the agreement with retroactive force.

Art. XIII - Disputes and applicable law

1. Unless a dispute is within the competence of the sub district court, all disputes arising as a result of a quote, agreement or coherent agreement to which these general conditions are applicable, will be submitted to the district where CGCE is established.
2. Indian law will be applicable to all agreements to which these conditions are applicable in full or in part, unless this is departed from in writing and signed by both parties.