

Wacker Metroark Chemicals Pvt. Ltd.**General conditions of sale****1 Acceptance:**

Quotation/order acknowledgement is accepted subject to delivery when available. Seller shall have the right to cancel the quotation / order acknowledgement upon notice to the Buyer.

2 Prices:

Prices are subject to alteration without notice and the prices rule on the date of supply will be charged. All increase in-taxes, duties, levies, surcharges, railway freight and other charges as and when applicable and any new tax, duty, levy, surcharge etc. imposed shall be charged extra.

3 Breakage or loss in transit:

Transit risk is to buyer's account. Unless otherwise advised, consignment would be covered by insurance company of our choice at extra to buyer's account. Claims for shortage etc. on all supplies should be preferred by Buyer directly with the insurance company and we do not accept any liability.

4 Freight:

Extra to buyer's account. Except when despatched by Post and by Air, consignments will be booked freight to pay at destination.

5 Security deposit / earnest money:

Security Deposit / Earnest Money will not be furnished against any Enquiry/Order.

6 Test certificate:

All our products are proprietary items and are manufactured and tested by our methods and the generic items are manufactured as per the pharmacopoeia.

7 Dispute:

It is condition of this sale that the courts in Calcutta city located only within the municipal limits of Calcutta and no other courts shall have jurisdiction if any dispute or difference shall arise between the seller and the buyer or his agents, regarding the order of the contract or incidental there to and buyer expressly agrees to submit to the jurisdiction of such courts.

8 Purchaser's liability:

In the event of Buyer's failing to take delivery of the goods on arrival at destination station. The seller reserves the right to divert/sell such goods without prejudice to the Seller's right to claim and recover demurrage/losses etc. resulting from breakage of contract.

9 Risk or loss:

In the event of war, fire, flood strike, labour trouble, accident, riot, act of governmental authority, act of God, or other contingencies beyond the control of the parties, interfering with the production, supply, transportation, or consumption of the goods covered by this quotation/order, or with the supply of any raw material used in connection therewith, quantities so effected may be eliminated from the contract without liability, but the contract shall otherwise remain unaffected. Seller may during any period of shortage due to any of said causes, perorate its supply of such goods among its customers under this and other quotation/orders and contracts in such manner as Seller may deem fair and practicable.

10 Warranty:

Seller makes no warranty of any kind, express or implied, except that the goods furnished hereunder shall be of the quality and specifications stated herein, but its liability shall be limited to the sales price of the goods not meeting such warranty together with such transportation charges as Buyer has paid thereon. Failure to give notice of any claim within seven(7) days from the date of receipt constitutes a waiver by Buyer or all claims in respect to such goods. This warranty is in lieu of all other warranties express or implied there being no obligations or liabilities on Seller other than those expressed in this warranty. Buyer assumes all risk and liability whatsoever resulting from the use of such goods. All recommendations made by Seller concerning uses or applications of the goods sold, hereunder are believed reliable, but there is no warranty express or implied of results to be obtained and any use or application of such goods is made of Buyer's or its subsequent vendee's election without liability to Seller nor does the Seller assume any responsibility with respect to whether use in accordance with such recommendation infringes any patent. There are no understanding, agreements, or warranties, express or implied, not specified herein, with respect to this quotation/order of the goods hereunder.

The above terms and conditions govern the sale of goods covered by the quotation/order unless Seller and Buyer have heretofore entered into a written contract covering the sale of such goods. The above terms are subject to modification which may be specified on the face of the acceptance

Kolkata, 5th February, 1999