

**General Terms and Conditions of Sales & Supply
Georg Fischer Piping Systems Private Limited**

- 1. General**
- 1.1 These general conditions shall apply to all Products supplied by Georg Fischer Piping Systems Private Limited., India herein after referred to as "Georg Fischer" to the Purchaser also referred to as "Customer". They shall also apply to all future business even when no express reference is made to them.
- 1.2 Purchaser specifically agrees that the issuance of a Purchase Order to Georg Fischer implies his/ their acceptance to Georg Fischer's general terms & conditions of Sales & Supply as laid out in this document.
- 1.3 Any deviating or supplementary conditions, especially Purchaser's general conditions of purchase, and verbal agreements shall only be applicable if accepted in writing by Georg Fischer.
- 1.4 Purchaser agrees that Purchase Orders placed on Georg Fischer will be considered non-Cancellable and all products delivered under these purchase orders will be considered non-returnable.
- 1.5 Unless specifically defined, Georg Fischer quotations are valid for a period of 30 days from the date they are issued. Alterations or changes to quotations after 30 days may be made at the discretion of Georg Fischer without notice.
- 1.6 The written form shall be deemed to be fulfilled by all forms of transmission, evidenced in the form of text, such as telefax, e-mail, etc.
- 2. Tenders**
- Tenders shall only be binding if they contain specifically stated period of acceptance.
- 3. Scop of Delivery**
- 3.1 Georg Fischer's product range is subject to change.
- 3.2 The Confirmation of order shall govern the scope and execution of the contract.
- 4. Data and Documents**
- 4.1 Technical documents such as drawings, descriptions, illustrations and data on dimensions, performance, and weight as well as the reference to standards are for information purposes only. They are not warranted characteristics and are subject to change.
- 4.2 All technical documents shall remain the exclusive property of Georg Fischer and may only be used for the agreed purposes or as Georg Fischer may consent.
- 5. Confidentiality, Protection of Personal Data**
- 5.1 Each party shall keep in strict confidence all commercial or technical information relating to the business of the other party, of which it has gained knowledge in the course of its dealing with the other party. Such information shall neither be disclosed to third parties nor used for other purposes than those for which the information has been supplied.
- 5.2 In the context of the contractual relation with the Purchaser, personal data may be processed. The Purchaser agrees to the disclosure of said data to third parties such as foreign subcontractors and suppliers etc.
- 6. Price**
- 6.1 The prices shall be deemed quoted net ex-works, unless otherwise agreed (according to Incoterms of the ICC, latest version) including standard packing. All supplementary costs, such as carriage, insurance, import-licenses, transit-license and export-licenses, etc., shall be borne by the Purchaser.
- 6.2 Any local, State or Central taxes, duties or levies are borne by the Purchaser and will be paid in addition to the prices quoted by Georg Fischer. In case tax exemption is claimed by the Purchaser, the Purchaser will be responsible to provide these tax exemption certificates to Georg Fischer in advance as prescribe in law. Purchaser needs to incur all incidental cost & responsibilities of obtaining timely Import license, import clearance, GST & CHA services etc. for their High Sea Sales & Merchant Trade transaction with Georg Fischer. If the costs of packing, carriage, insurance, fees and other supplementary costs are included in the tender price or contract price or are referred to specifically in the tender or confirmation of order, Georg Fischer reserve the right to revise their prices accordingly should any change occur in the relevant statutory tariffs.
- 6.3 Georg Fischer will strongly recommend installation of their products to be done by their listed authorised installer having team of trained installers certified by the Georg Fischer. Purchasers need to deal directly with such authorised installer & execute separate contract for installation work.
- 6.4 Georg Fischer is not undertaking any such onsite installation work contracts & is not responsible/ liable for such installation work done by contractors.
- 7. Term of Payment**
- 7.1 Georg Fischer's standard payment conditions are Advance payment of 100% of the value of the order at the time of placement of order. From time to time, Georg Fischer may accept different payment terms to accommodate Purchaser's requirements. In these cases, Payment terms will be specified by Georg Fischer in our written offer/ quotation.
- 7.2 For payments by letter of credit, the regulations issued by the ICC on Uniform Customs and Practice for Documentary Credits" shall apply in the applicable version as amended from time to time.
- 7.3 Bills of exchange or cheques are always accepted only on account of performance. All discount and bill charges are to be borne by the Customer.
- 7.4 If the Customer defaults on payment, the Supplier shall be entitled to claim default interest. Any delay in payment will attract an interest @ 2% per month or any part thereof, compounded.
- 7.5 The Customer is not entitled to set-off, retention or reduction, unless its counterclaims are either not disputed by the Supplier or have been established by final and non-appealable judgment. The same applies also in the case of an assertion of claims based on liability for defects.
- 7.6 If the Supplier becomes aware of circumstances that call the Customer's creditworthiness into question, then all deferred claims shall be immediately fall due and payable. Furthermore, the Supplier may in such case request advance payment or provision of security.
- 8. Delivery**
- 8.1 Unless otherwise agreed, each delivery is "Ex-works". The term of delivery shall commence as soon as the contract has been entered into, all official formalities such as import and payment permits have been obtained and all essential technical issues have been settled. The term of delivery shall be deemed duly observed when, upon its expiry, the Products are ready for dispatch.
- 8.2 Delivery is subject to the following conditions, i.e., the term of delivery shall be reasonably extended:
- A. If Georg Fischer is not supplied in time with the information necessary for the execution of the contract or if subsequent changes causing delays are made by the Purchaser.
- B. If Georg Fischer are prevented from performing the contract by force majeure, Force majeure shall equally be deemed to be any unforeseeable event beyond Georg Fischer's control which renders Georg Fischer's performance commercially unpractical or impossible, such as delayed or defective supplies from subcontractors, labor disputes, governmental orders or regulations, shortages in materials or energy, serious disturbances in Georg Fischer's works, such as the total or partial destruction of plant and equipment or the breakdown of essential facilities, serious disruptions in transport facilities, e.g. impassable roads.
- On the effect of force majeure exceed a period of six months; either party may cancel the contract forthwith. Georg Fischer shall not be liable for any damage or loss of any kind whatsoever resulting therefrom, any suspension or cancellation being without prejudice to Georg Fischer's right to recover all sums due in respect of consignments delivered and costs incurred to date.
- C. If the Purchaser is in delay with the fulfilment of his/ their obligations under the contract, in particular, if he does not adhere to the agreed conditions of payment, in particular payment of any agreed advances or opening of a letter of credit by the Purchaser or if he has failed to timely provide the agreed securities, materials, documents, permits, import licenses, releases and tests to be provided by the Purchaser.
- 8.3 In case of a default on the part of the Supplier, the Purchaser shall grant the Supplier a reasonable additional period for performing the contract.
- 8.4 The Purchaser acknowledges that the delivery schedule provided by Georg Fischer is for advisory purposes only and may be subject to change. Georg Fischer does not accept any penalties for delayed delivery or liquidated damages to any extent, unless expressly mentioned in our quotation or subsequent written communication to the Purchaser.
- 8.5 Part shipments shall be allowed, and Georg Fischer shall be entitled to invoice for such partial deliveries.
- 8.6 If the purchaser fails to take delivery within a reasonable time of products notified as ready for dispatch, Georg Fischer shall be entitled to store the Products at the Purchaser's expenses and risk and to invoice them as delivered.
- 8.7 If the Purchaser cancels an order without justification, Georg Fischer shall be entitled to a penalty amounting to 20% of the contract price for local made products and a penalty amounting to 30% of the contract price for imported products. The Purchaser is not allowed to cancel the order for nonstandard products, customized/ prefabricated products according to customer's request or drawings, out-sourced goods according to customer's request, once production for such order is started or necessary components is purchased or order to third-party goods is placed. Georg Fischer's right to prove and claim higher damages remaining reserved. The Purchaser shall be entitled to prove, that Georg Fischer has suffered no or a considerably lower damage than the penalty forfeited.
- 9. Packing**
- If the Products are provided with additional packing over and above the standard packing, such packing will be charged extra in invoice and is non-refundable.
- 10. Carriages and Insurance**
- 10.1 Unless agreed otherwise, the Purchaser shall bear the cost of carriage.
- 10.2 The Purchaser shall be responsible for insurance against damage of whatever kind. Even when such insurance is arranged by Georg Fischer, it shall be deemed taken out by the order of and for the account of the Purchaser and at his risk.
- 10.3 Special requests regarding carriage and insurance shall be communicated to Georg Fischer in advance. Otherwise carriage shall be arranged by Georg Fischer at their discretion, but without responsibility, by the quickest and cheapest method possible. In case of carriage-paid delivery, transport arrangements shall be made by Georg Fischer. If the Purchaser specifies particular requirements, any extra costs involved shall be borne by the Purchaser.
- 10.4 In the event of damage or loss of the Products during carriage, the Purchaser shall mark the delivery documents accordingly and immediately have the damage ascertained by the carrier. Not readily ascertainable damages sustained during carriage shall be notified to the carrier within six days from receipt of the Products. As far as any commercial clauses such as FOB, FOR, CIF, etc. are used; these shall be construed according to the applicable Incoterms of the ICC as amended from time to time.
- 11. Inspections, Notification of Defects and Damages**
- 11.1 The Products will be subject to normal inspection by Georg Fischer during manufacture. Additional tests required by the Purchaser shall be agreed upon in writing and shall be charged to the Purchaser.

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- 11.2 It shall be a condition of Georg Fischer's obligation under the warranties stated hereinafter that, Georg Fischer be notified in writing by the Purchaser of any purported defect immediately upon discovery. Notice concerning weight, numbers or apparent defects is to be given latest within 7 days from receipt of the Products. Notice of technical defects immediately latest within 10 working days from receipt of the Products, in any event within the agreed warranty period.
- 11.3 Purchaser shall not dispose any allegedly defective Products until all warranty and/ or damage claims are finally settled. At its request, defective Products are to be placed at Georg Fischer's disposal or at a third party to be nominated by Georg Fischer.
- 11.4 At its request, Georg Fischer shall be given the opportunity to inspect the defect and/ or damage, prior to commencement of remedial work, either itself or by third party experts appointed by Georg Fischer.
- 12. Passing of risk, default of acceptance**
- 12.1 The risk in the Products shall pass to the Purchaser as soon as they have left Georg Fischer's works or warehouses (EX WORKS, Incoterms ICC, latest version), even if delivery is made carriage-paid, under similar clauses or when carriage is organized and managed by Georg Fischer.
- 12.2 In so far as acceptance is required, it shall be authoritative for the passing of risk. It must be performed without undue delay on the date of acceptance, alternatively after the Supplier has notified the readiness for acceptance. The Customer is not entitled to refuse acceptance in the event of a minor defect. If the Customer does not declare acceptance even though no defect is given or an only minor defect exists, then acceptance shall be deemed declared after the expiry of a period of one month after notification of the readiness for acceptance.
- 12.3 If the Customer is in default of acceptance or violates any other cooperation obligations, then the Supplier shall be entitled to request compensation for the damage incurred, including any additional expenses, in particular the costs incurred by the delayed acceptance of delivery.
- 12.4 Purchaser will be responsible for storage of products in conditions which are suitable for storage of sensitive electronic equipment, i.e. dry, temperature controlled, dust free and vibration free environment. Georg Fischer will not be liable for any product defect caused by incorrect storage, handling, and assembly or testing.
- 13. Warranty**
- 13.1 At the written request of the Purchaser, Georg Fischer undertake to repair or replace at their discretion, as quickly as possible and free of charge all Products supplied which demonstrably suffer from faulty design, materials or workmanship or from faulty operating or installation instructions.
In order to protect employees from toxic or radioactive substances which may have been transported through defective parts returned to Georg Fischer's sales organization, said parts must be accompanied by a Material Safety Disclosure Form. The form may be obtained from Georg Fischer's local sales company or via www.gfps.com/in.
Replaced parts shall become property of Georg Fischer, unless Georg Fischer waives such claim.
- 13.2 For Products which are manufactured to specifications, drawings or patterns supplied by the Purchaser, Georg Fischer's warranty shall be restricted to proper materials and workmanship.
- 13.3 The Purchaser shall be entitled to cancel the contract or to demand a reduction in the contract price if,
- Repair or replacement is impossible, or
 - Georg Fischer is unable or refuses to remedy the defect or replace the defective Products within a reasonable period of time.
- 13.4 For Products or essential components manufactured by a third party and supplied by Georg Fischer under this contract, Georg Fischer's warranty is limited to the warranty provided by said third party.
- 13.5 This warranty shall not apply to damage resulting from normal wear and tear, improper storage and maintenance, failure to observe the operating instructions, overstressing or overloading, unsuitable operating media, unsuitable construction work or unsuitable building ground, improper repairs or alterations by the Purchaser or third parties, the use of other than original spare parts and other reasons beyond Georg Fischer's control.
- 13.6 No action or claim may be brought by the Purchaser on account of any alleged breach of warranty or any other obligation of Georg Fischer after the expiration of Twelve (12) months from receipt of the Products by the end user or at the latest within Eighteen (18) months of the Products being dispatched by Georg Fischer.
- 14. Limitation of Liability**
- 14.1 All classes of breach of contract and the relevant consequences as well as all rights and claims on the part of the customer, irrespective on what ground they are based, are exhaustively covered by these general conditions of supply. In particular, any claims not expressly mentioned for damages, reduction of price, termination of or withdrawal from the contract is excluded. In no case whatsoever shall the customer be entitled to claim damages other than compensation for costs of remedying defects in the supplies. This in particular refers, but shall not be limited, to loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damage.
- This limitation of liability equally applies to the extent Georg Fischer is liable for acts or omissions of its employees or third parties engaged for the performance of its obligations. It does not apply in case unlawful intent or gross negligence on the part of Georg Fischer's management and in case of Georg Fischer's statutory liability.
- 15. Retention of Title**
- 15.1 The Products shall remain the property of Georg Fischer until the Purchaser has settled all claims, present and future, which Georg Fischer may have against him.
- 15.2 Should the Purchaser resell Products to which title is reserved, in the ordinary course of business, he shall hereby be deemed to have tacitly assigned to Georg Fischer the proceeds deriving from their sale together with all collateral rights, securities and reservations of title until all claims held by Georg Fischer shall have been settled. Until revoked by Georg Fischer, this assignment shall not preclude Purchaser's right to collect the assigned receivables.
- 15.3 To the extent the value of the Products to which title is reserved together with collateral securities exceeds Georg Fischer's claims against the Purchaser by more than 20%; Georg Fischer shall re-assign the above proceeds to the Purchaser at his request.
- 16. Severability**
- Should any term or clause of these General Conditions in whole or in part be found to be unenforceable or void, all other provisions shall remain in full force and effect and the unenforceable or void provision shall be replaced by a valid provision, which comes closest to the original intention of the unenforceable or invalid provision.
- 17. Local Laws and Regulations**
- 17.1 The Purchaser shall bring to the attention of Georg Fischer all local laws and regulations at the place of destination which bear connection with the execution of the contract and the adherence to relevant safety regulations and approval procedures.
- 17.2 In case of re-exports, the Purchaser shall be responsible for compliance with pertinent export control regulations.
- 18. Place of Performance and Jurisdiction**
- 18.1 Place of performance for the Products shall be the Georg Fischer Piping Systems Pvt. Ltd. Works or Warehouses from which the Products are despatched.
- 18.2 Exclusive place of venue for any differences shall be Supplier's office having issued the offer/ quotation. We shall however be entitled to bring actions in any other competent courts.
- 18.3 Any claim, dispute or difference relating to or arising out of this general terms and conditions and any agreements related thereto; shall be referred to the arbitration, of a sole arbitrator. The arbitration shall be subject to the Arbitration and Conciliation Act, 1996 as may be amended from time to time. The parties will appoint the Sole Arbitrator and will conduct the Arbitration in accordance with the rules and provisions of Arbitration and Conciliation Act, 1996 for conduct of Arbitration proceedings then in force and applicable to the proceeding. The seat and venue of arbitration shall be Mumbai. The proceedings shall be undertaken in English. The arbitration award shall be final and binding on the parties.
- 18.4 Laws of India shall govern any disputes between Georg Fischer Piping Systems Pvt. Ltd., India and the Purchaser, with the courts of Mumbai having jurisdiction, excluding any conflicting provisions of law, and additionally, for deliveries abroad, the UN Convention on the International Sale of Goods dated 11th April 1980 shall apply.
Georg Fischer however reserves the right to file actions in any court having jurisdiction over controversies arising out of or in connection with the present contract.