

1. Definitions and Interpretations

"Business Day" means any day other than a Saturday, Sunday or bank holiday in India;

"Buyer" means the person who accepts a quotation or offer of the Seller for the sale of Goods or whose order for the Goods is accepted by the Seller;

"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;

"Contract" means the contract for the purchase and sale of the Goods under these Conditions;

"Delivery Date" means the date on which the Goods are to be delivered as stipulated in the Buyer's order and accepted by the Seller;

"Goods" means the goods (including any installment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions;

"Month" Means a calendar month;

"Seller" Means 'Schurter Electronics (India) Pvt. Ltd., a company registered in India vide registration # 34899 whose registered head office is at: Plot#s E-59, 60 & 61, EPIP Zone, GIDC, Manjusar391 775, Vadodara Savli Road, District-Vadodara, Gujarat, INDIA;

"Writing" means any communication effected by post, courier, facsimile, e-mail transmission or any comparable means:

2. Application of Conditions:

The Seller shall sell and the Buyer shall purchase the Goods in accordance with any quotation or offer of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller.

3. Incoterms:

In these Conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made.

4. Basis of Sale:

4.1 The Seller's employees or agents are not authorised to make any representations or claims concerning the Goods unless confirmed by the Seller in writing.

4.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representations of the Buyer and the Seller.

4.3 Sales literature, price lists and other documents issued by the Seller in relation to the Goods are subject to alteration without notice and do not constitute offers to sell the Goods that are capable of acceptance. An order placed by the Buyer may not be withdrawn cancelled or altered prior to acceptance by the Seller. No contract for the sale of Goods shall be binding on the Seller unless the Seller has issued a quotation which is expressed to be an offer to sell the Goods; or has accepted an order placed by the Buyer.

4.4 Any typographical, clerical or other accidental errors or omissions in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

5. Orders and Specifications

5.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by an authorized representative of the Seller.

5.2 The specification for the Goods shall be those set out in the Seller's sales documentation unless varied expressly in the Buyer's order (if accepted by the Seller). The Goods will only be supplied in the minimum units (or multiples) stated in the Seller's price list or in multiples of the sales order as specified. Orders received for quantities other than these will be adjusted accordingly. Illustrations, photographs or descriptions whether in catalogues, brochures, price lists or other documents issued by the Seller are intended as a guide only and the contents shall not be binding on the Seller.

5.3 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory or regulatory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

5.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.

6. Price of the Goods

6.1 The price of the Goods shall be the price listed in the Seller's published price list current at the date of acceptance of the Buyer's order or such other price as may be agreed in writing by the Seller and the Buyer.

6.2 Where the Seller has quoted a price for the Goods other than in accordance with the Seller's published price list the price quoted shall be valid for 30 Days only or such other time as the Seller may specify.

6.3 The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation or alteration of duties, any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions)

6.4 The Buyer undertakes not to offer the goods for resale in any country other than that notified by the Seller at or before the time the Buyer's order is placed, or to sell the Goods to any person if the Buyer knows or has reason to believe that that person intends to resell the Goods in any such country.

6.5 The price is exclusive of any applicable customs duties, value added tax, excise duties, sales tax or levies of a similar nature which the Buyer shall be additionally liable to pay to the Seller.

7. Terms of Payment

7.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall invoice the Buyer for the net sum due the goods before, against or at any time after despatch of the Goods.

7.2 Invoices are based on the quantity and condition of goods when the Goods leave the Seller's factory or warehouse.

7.3 The Buyer shall pay the price of the Goods on the payment date stated in the Contract. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.

7.4 All payments shall be made to the Seller in the currency of the price stated in the Contract or invoice issued by the Seller without any deduction credit or set off whatsoever.

7.5 The Seller is not obliged to accept orders from any customer or buyer who has not supplied the Seller with references satisfactory to the Seller; if at any time the Seller is not satisfied as to the creditworthiness of the Buyer it may give notice in writing to the Buyer that no further credit will be allowed to the Buyer and no further goods will be delivered to the Buyer other than against cash payment and notwithstanding any payment terms contained in the Contract all amounts outstanding shall be immediately payable in cash.

8. Delivery

- 8.1 Delivery of the Goods shall take place and risk in the Goods will pass in accordance with Incoterms, where applicable, otherwise delivery of the Goods shall be made by the Seller tendering bills or other appropriate documents of lading or by delivering the Goods to the place specified in the Buyers orders and/or the Seller's acceptance as the location to which the Goods are to be delivered by the Seller or if no place of delivery is so specified by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection.
- 8.2 Unless otherwise agreed in writing by the Buyer and the seller, shipment of all Goods ordered will be ex factory and insurance of all Goods ordered will be arranged by the Buyer and all shipment and insurance charges shall be paid by the Buyer.
- 8.3 The Seller shall endeavour to comply with the shipping instructions given by the Buyer with its order for the Goods but the Seller reserves the right to make part shipments.
- 8.4 The Delivery Date is approximate only and time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the Delivery Date upon giving reasonable notice to the Buyer. If the Seller delivers the Goods at any time after the Delivery Date the Seller shall have no liability in respect of such late delivery.
- 8.5 Where the Goods are to be delivered in installments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the installments in accordance with these Conditions or any claim by the Buyer in respect of any one or more installments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
- 8.6 The Seller shall not be liable for any costs incurred for whatever reason after delivery of the Goods is deemed to have taken place. Where Goods are sold inclusive of any or all of the freight, handling, port or insurance charges, any increases in, or in the rates for, such charges arising after the date of the Contract and before the Goods are delivered or arising through deviation to a new destination at the Buyer's request or through any delay however caused shall be for the Buyer's account subject to the absolute discretion of the Seller.
- 8.7 Import or customs duty or other official taxes or charges arising from or necessary to enable delivery of the Goods shall be for the Buyer's account and shall be reimbursed forthwith where necessarily paid by the Seller.
- 8.8 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in delivery or in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:-
- 8.8.1 Natural calamities, fire, accident;
 - 8.8.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 8.8.3 Acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 8.8.4 Import or export regulations or embargoes;
 - 8.8.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or of a third party);
 - 8.8.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery;
 - 8.8.7 Power failure or breakdown in machinery.

9. Insurance

- 9.1 Unless otherwise expressly agreed in writing by the Buyer and the Seller, Goods sold ex factory will be insured by the Buyer from the time Goods leave the warehouse or place of storage at the commencement of transit, throughout the ordinary course of transit and until:-
- 9.1.1 delivery to the Buyer's or other final warehouse or place of storage at the destination named in the Buyer's order;
 - 9.1.2 delivery to any other warehouse or place of storage whether prior to delivery at the destination named in the Buyer's order or which the Buyer may elect to use either:
 - 9.1.2.1 for storage other than in the ordinary course of transit; or
 - 9.1.2.2 for allocation or distribution;
- 9.2 Insurance on Goods sold C.I.F. shall be effected by the Seller on behalf of the Buyer and shall be for the c.i.f. value of the Goods against all marine other marine risks. All special risks involved in the carriage of the Goods shall be for the Buyer's account.

10. Risk and Property

- 10.1 Risk of damage to or loss of the Goods shall be in accordance with the relevant provision of Incoterms
- 10.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Buyer until the Seller has received payment in full of the price of the Goods.
- 10.3 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness of the Goods which remain the property of the Seller.

11. Warranties and Liability

- 11.1 The Seller warrants that the Goods will correspond with their specification at the time of delivery and will be of satisfactory quality.
- 11.2 The Seller shall have no liability for any claim in respect of any defect in the Goods arising due to damage during transit.
- 11.3 The Seller shall be under no liability in respect of any defect arising from wear and tear, or any willful damage, negligence, subjection to abnormal conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration of the Goods without the Seller's approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.
- 11.4 No Goods may be returned to the Seller without the prior agreement in writing of the Seller. Subject thereto any Goods returned which the Seller is satisfied were supplied with defects in quality may be replaced free of charge or, at the Seller's sole discretion the Seller may refund or credit to the Buyer the price of the defective Goods but the Seller shall have no further liability to the Buyer.
- 11.5 Except as expressly provided in these Conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including, without limitation, loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.
- 11.6 All warranty claims are valid up to a period of six months from the date of invoice.

12. Confidentiality, Publications and Endorsements

12.1 The Buyer undertakes to the Seller that:-

12.1.1 The Buyer will regard as confidential the Contract and all information obtained by the Buyer relating to the business and/or products of the Seller and will not use or disclose to any third party such information without the Seller's prior written consent provided that this undertaking shall not apply to information which is in the public domain.

12.1.2 The Buyer will not use or authorise or permit any other person to use any name, trade mark, house mark, emblem or symbol which the Seller is licensed to use or which is owned by the Seller upon any premises, notepaper, visiting cards, advertisements or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the Seller and (where appropriate) its licensor;

12.1.3 The Buyer will use all reasonable endeavours to ensure compliance with this condition by its employees, servants and agents.

13. Applicable Law and Jurisdiction

The Contract shall be governed by the laws of Republic Of India.