



## General Conditions of Contract

Orders booked by the Company are subject to the conditions of sale herein contained. Purchaser shall be deemed to have signified his acceptance of these conditions by placing an order with the company. In the event of there being any conflict or inconsistency between the conditions of sale herein contained and the Terms and Conditions that may be stipulated by the Purchaser, the Terms and Conditions of sale herein contained shall prevail.

1. Products offered in this proposal are subject to prior sale.

### 2. PRICES & PAYMENTS:

(a) The prices as finalized in the order will be firm till the mutually agreed delivery date. In case the delivery is delayed beyond the agreed delivery period due to reasons attributable to the customer Ingersoll Rand reserves the right to charge prices as applicable at the time of dispatch

(b) Are exclusive of any Sales Tax, Octroi or Excise Duty

(c) Are Ex-works or Ex-godown, as applicable depending upon point of shipment as described in our offer

(d) All taxes, levies, duties or imposts upon the material and all enhancements thereof from time to time imposed by Central Government or any local or municipal body or authority shall be to the Purchaser's account in all respects. In cases where declarations or forms furnished by the Purchaser and purporting to have been issued under or in pursuance of any statutory provisions are rejected by the competent Assessing Authority of any reason, the Purchaser shall be liable to pay within seven days from a demand for the same being made by the Company any additional amount that the Company may be called upon to pay by such Assessing Authority in consequence of or in respect of any such taxes, levies, duties or imposts.

(e) All cheques, drafts, hundies, etc. shall be to order and crossed to INGERSOLL-RAND (INDIA) LIMITED, Account Payee only. Interest at the rate of 18 per cent per annum shall be charged on any sum payable by the Purchaser to the Company remaining unpaid on the date when due from the due date until the date of payment or realisation without prejudice to any other rights or remedies of the Company under the conditions of sale or otherwise at law. The Company shall be entitled, in its absolute discretion to withhold further supplies of its products under this contract or any other contract until all accrued outstanding are discharged by the Purchaser.

(f) If shipments are deferred at Purchaser's request, payment shall become due and payable upon notification by the Company that the machinery provided for by this arrangement is ready for shipment. In case of such delay in shipments, it is agreed that storage shall be at Purchaser's risk and inventory holding cost. Company reserves the right to ask for a cost escalation if deliveries are delayed beyond the mutually agreed period.

### 3. INSPECTION & DELIVERY:

(a) Inspection of products will be done by Customer at Customer's facility immediately on receipt of products. In specific cases, by mutual consent, inspection shall be permitted at the factory premises.

(b) Product delivery dates are based upon current production capacities, material or component availability and inventory, and may be changed by company as conditions require based on mutual discussion and agreement with the customer. In no event will time be of the essence in respect of any delivery date specified in any order for Products.

(c) Delivery date shall be reckoned from the date of receipt of technically and commercially clear order together with receipt of advance.

(d) All claims for loss or damage to products while in the care, custody, and/or control of a carrier will be the responsibility of Customer, who will submit any claims to the Carrier. For the avoidance of doubt, Company shall not be liable for any such loss or damage to products.

### 4. PRODUCT CHANGES:

Company reserves the right to change without notice the design of, or the process of manufacturing, the products, provided that the foregoing will not be construed as relieving the Company from its obligation to deliver products which conform to the specifications which Company may have furnished to Customer.

### 5. WARRANTY:

(a) Company warrants that it is the legal owner of, and has the right to sell, any of the products purchased by the Customer. All products delivered under an invoice will be free and clear of all liens and encumbrances.

(b) Company warrants the performance of each product against any manufacturing defect / deficiency, material defect / deficiency, bad workmanship, for a maximum period of 12 Months from the date of commissioning of the product or 18 Months from the date of shipment as evidenced by the Invoice, whichever is earlier. (The foregoing warranty period shall apply to all company products, except the TYPE-30 range of COMPRESSORS where it shall be Three (3) months from the date of initial operation or Six (6) months from the date of shipment)

(c) This warranty does not apply to corrosion, erosion, normal wear and tear during the course of usage, and consumables.

(d) This warranty is not applicable in case the customer tranships the products from the original

destination as intimated to the Company to another destination, unless agreed to in writing by mutual consent.

(e) No other warranties or representations, express or implied, are made with respect to the Products including, but not limited to, any implied warranty or merchantability or fitness for a particular purpose and Customer acknowledges that it has not relied on any such warranties or representations.

(f) The purchaser shall be obligated to promptly report any failure to conform to this warranty, in writing to the company within said period whereupon the company shall, at its option correct such non conformity by suitable repair to such equipment or, furnish a replacement part provided the purchaser has stored, installed, maintained and operated the equipment basis the company's recommendations. The company shall not be liable for any repairs, replacements or adjustments to the equipment or any costs of labour performed by the purchaser or others without the company's written approval.

### 6. LIMITATION OF LIABILITY:

(a) Company's liability in respect of any product sold by it to Customer shall be limited to replacement of product with the same or similar product or reimbursement of actual cost of the product paid by the Customer as per Company's invoice.

(b) In no event will the Company be liable for incidental, consequential, indirect, special, or punitive damages including, but not limited to, loss of use of the products, loss of goods, loss by reason of shutdown or non-operation, increased expenses of operation, or claims of Customer's customers, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence), or otherwise, even if advised of the possibility of such damages.

(c) In the event that the material sold hereunder is used in a nuclear facility, the Purchaser and/or the Owner etc. of the facility hereby releases and agrees to indemnify the company and/or its suppliers for any nuclear damage, occurring on or off the site, including personal injury, in any manner arising out of a nuclear incident whether alleged to the due in whole or in part to the negligence of the Company or its suppliers.

### 7. FORCE MAJEURE:

In all cases where delay or failure in performance of this contract is directly or indirectly caused by or due to an act of God, war, mobilization/demobilization requisition by or interference from Government or Local Authorities, lockout, labour disturbance, trade disputes, unavailability or shortage of materials, fires, riots, strikes and/or civil commotion of any events or circumstances whatsoever beyond the control of the Company then in such case, the Company shall be entitled to an extension of time for performance of this contract for a period corresponding to the period of delay by or in consequence of the operation (in whole or in part) of any of the causes and/or consequences aforesaid so that the Company shall supply and the Purchaser shall accept (without any allowance) all goods, machinery and materials so affected so soon as they are ready and transit arrangement can be made or at Company's sole option to cancel the contract and in such event the Company shall not be liable to Purchaser on any account.

### 8. TERMINATION OF ORDER:

This contract is not subject to cancellation except by mutual consent, in which case cancellation charges as determined by the Company will apply. For shipment of material not made within the stipulated schedule, a revised schedule shall be mutually discussed and agreed upon.

### 9. ENTIRE AGREEMENT/ARRANGEMENT:

This arrangement as it exists at the date of approval by the Company is the sole arrangement between the parties, and all previous communications between them either verbal or written shall be deemed to be of no effect whatsoever. This proposal, when duly accepted and approved, constitutes in all respects the entire agreement between the parties hereto and no modification thereof shall be binding upon the parties hereto or to either of them, unless it is in writing duly executed by the Purchaser and approved by an executive officer of the Company.

### 10. GOVERNING LAW:

This Agreement and any dispute, controversy, disagreement, difference or claim, arising out of, relating to or in connection with this Agreement will be governed and construed in accordance with the laws of India. The Parties agree that any legal proceedings shall be brought exclusively in the courts at Bangalore only. The Parties acknowledge that this Agreement was freely negotiated between commercial entities with the benefit of legal counsel.

### 11. NO INDUCEMENTS:

The parties hereto represent to each other and each agrees that, neither it nor any person acting on its behalf has, in contravention of any applicable law, given or offered to give, or will give or offer to give, any sum of money or other material consideration to any person, directly or indirectly, as an inducement to obtain business hereunder.

### 12. DEFINITIONS:

- a) Company means Ingersoll-Rand (India) Limited
- b) Customer/Purchaser means the Buyer