

# Ingersoll Rand Climate Solutions

## Terms & Conditions of Sale

These general terms and conditions govern all sales made by the Ingersoll Rand Climate Solutions Private Limited (the "Seller"). They shall take precedence over any terms and conditions that might appear in the documents of the Buyer. These terms and conditions may be modified only with the express, written agreement of Seller, given by one of its duly authorized managers.

### 1. OFFER AND ACCEPTANCE

Any offer or quotation by Seller is without any engagement and subject to these terms and conditions of sale. Unless otherwise expressly stated, the prices cited are merely indicative and may be updated at any time and without prior notice.

Acceptance by Buyer of goods shipped by Seller on the order will in any event constitute acceptance without reservation on these terms and conditions of sale. A contract shall be concluded when Seller accepts an order placed by Buyer. Acceptance by Seller shall be made solely by means of a formal "Acknowledgement".

### 2. PERFORMANCE

SELLER SHALL BE OBLIGATED TO FURNISH ONLY THE EQUIPMENT DESCRIBED IN SELLER'S SUBMITTAL DATA (IF ANY) AND AS DESCRIBED ON THE REVERSE SIDE OF THE ACKNOWLEDGMENT.

Seller shall not be responsible for total or partial non performance due to events of force majeure, including severe weather, total or partial strikes, riots, accidents, fires, explosions, the inability to procure materials from the usual sources of supply or at the usual prices, shortages of labor, interruptions or delays in means of transportation, embargo, requisition or order of any government or military authority relating to the use or destination of material or of the finished product, acts of third parties, including the Buyer, or upon any like or unlike cause beyond the control of Seller, even where the circumstances were not totally unforeseeable and unavoidable. Upon the occurrence of any of the foregoing events, Seller may delay performance or, at its sole option, renegotiate prices, terms and conditions of sale with Buyer.

If Seller elects to renegotiate and Seller and Buyer are unable to agree on revised prices or terms, the order shall be cancelled without any liability.

### 3. SPECIFICATIONS

Seller shall be responsible for compliance of the equipment with technical requirements of Standards imposed by codes or regulations of the country where the equipment is to be used ONLY WHEN specific mention of the proposed use and destination of the equipment and of such requirements or Standards are made in the order and in Seller's acceptance thereof, AND when a copy of such provisions were furnished to Seller prior to the acceptance of the order.

### 4. IMPORTS, TAXES, FREIGHT AND OTHER COSTS

Customs duties, turnover taxes and other taxes, as well as all freight and insurance costs and any incidental cost shall be borne by Buyer. Should Seller expressly agree to include any such taxes or costs in its contractual price, any increase or new charge which might occur between the date of acceptance of the order and the date of delivery shall be borne by Buyer. Any increase in the cost of imported equipment resulting from, without limitation, foreign currency, exchange rates shall also be borne by Buyer.

Buyer shall bear the responsibility to arrange for 'inward' and other statutory forms required to bring the material in the state where it is being dispatched or delivered.

### 5. INSURED TRANSPORT DAMAGES

When Seller insures the shipment, any transport damages, losses or shortages are to be notified immediately by the consignee to the carrier and to Seller. Failure to do so may result in the loss of the benefit of the transport insurance cover, in which case all possible claims for loss or damage are excluded.

### 6. WARRANTY AND LIABILITY

Unless otherwise agreed in writing between the parties, Seller warrants for a period of twelve (12) months from start-up or eighteen (18) months from date of shipment, whichever occurs earlier, that Ingersoll Rand Climate Solutions products:

- i) Are free from defects of material and workmanship; and
- ii) Have the capacities and ratings set forth in Ingersoll Rand Climate Solutions catalogues and bulletins, subject to normal test tolerances.

The warranty is limited to the above-mentioned coverage only, and shall be null and void in any other case, including, without limitation:

- Improper storage by Buyer or by a third party;
- Installation not done in accordance with Ingersoll Rand Climate Solutions specifications and with recognized and accepted engineering Standards;
- Modification of the equipment by the Buyer or by a third party, without prior written approval from Seller;
- Improper water treatment; and/or
- Faulty maintenance or utilization of the equipment.

No warranty is made against corrosion or with respect to suitability of substitute materials used because of government regulations. The Buyer shall inform Seller in writing of any flaw, defect or deficiency in Ingersoll Rand Climate Solutions products within two (2) weeks of the time such flaw, defect or deficiency becomes apparent. Failure to do so will result in Buyer forfeiting its right to invoke this warranty.

Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any and liability, loss, arising on account of non submission of 'C' or 'I'

forms (as applicable) and other forms required to be issued by the Buyer in relation to this transaction.

Seller's obligations and liabilities under this warranty are limited to furnishing "ex works basis (Ingersoll Rand Climate Solutions factory)". Replacement equipment (or, the defective part(s) thereof) for its products not conforming to this warranty that have been returned to Seller or, at its sole option, Seller may elect to repair defective product(s).

Freight and return costs of defective, repaired or replacement equipment or parts are at Buyer's expense. For equipment repaired on site, labour costs, travel and accommodation expenses incurred by the Seller's representatives shall be borne by Buyer. In no event shall Seller be obligated to pay for the cost of lost refrigerant.

No direct liability whatsoever shall attach to Seller until the products have been paid for and then said liability shall be limited to the purchase price of the components shown to be defective.

Seller shall be under no liability to Buyer for any loss, damage, consequential damage or injury in relation to or involving the goods/products/equipments.

Seller shall be under no liability to the Buyer for any consequential damage resulting from delay, trading loss or damage, or for any other indirect damage.

The warranty and liability set forth in this paragraph are in lieu of all other warranties and liabilities expressed or implied. Any further warranty must be issued in writing by Seller.

### 7. DELIVERY

Unless otherwise expressly agreed to in writing by a duly-authorized signatory of the Seller:

- Delivery dates given shall be merely indicative; and
- Delivery of the equipment sold shall be made "FCA-named destination" (Incoterms 2000).

Should Seller be prevented by any reason beyond its control from delivering the equipment by the due date, Seller may separately agree to store the equipment at Buyer's sole risk and expense. Any resulting additional storage and handling charges set by Seller for such services shall be borne by Buyer.

### 8. RISKS – TITLE

THE BUYER SHALL ASSUME ALL RISKS RELATING TO THE EQUIPMENT SOLD AND ALL THE COSTS RELATING THERETO FROM THE DATE OF SHIPMENT.

Ownership of the goods shall not be transferred to Buyer, until Buyer has fully paid all amounts payable by him at that or a later time to Seller in respect of any goods delivered to Buyer, including the purchase price, any surcharges, interest, taxes and cost due pursuant to these terms and conditions of sale or the contract. Before the transfer of ownership of the goods to Buyer, Buyer shall store the goods separated from other goods and clearly identify the goods as the property of Seller.

### 9. PAYMENT

Unless otherwise expressly agreed in writing, payment terms for goods shipped hereunder shall be made in advance.

Upon failure to pay such amount when due, Seller reserves the right to cancel the order without any liability and to repossess equipment or to demand immediate payment for such equipment.

All amounts due shall automatically and without any formal notice begin to bear interest from the date due at a rate of the statutory annual interest rate plus one and half percent (1.5%).

Should the Buyer become subject to liquidation, receivership or bankruptcy proceedings all payment dates shall be accelerated and the total price shall be immediately due and payable.

The amount paid by Buyer on account shall be applied to the purchase price, and shall not constitute a deposit that Buyer may abandon and thereby withdraw from the contract.

### 10. CANCELLATION

Seller shall in no event be bound to accept cancellation of an order by Buyer. Should Seller agree to accept any cancellation of an order in whole or in part, Buyer shall be liable to Seller for cancellation charges including, without limitation, Seller's incurred costs and anticipated profit.

### 11. CHOICE OF LAW – JURISDICTION

All contracts and these terms shall be governed by and construed according to Indian Law. Buyer hereby agrees that the competent Courts of Mumbai, India, shall have exclusive jurisdiction over these terms and conditions.

'Seller' means Ingersoll Rand Climate Solutions Private Limited having its registered office at No. 31, 3rd floor (2nd level), Kalpataru Sqaure, Kondivita Lane, Marol, Andheri (E) Mumbai – 400059

'Buyer' means – an individual, partnership concern or a company (private or limited) who places a purchase order on the Buyer for the procurement of goods or services under these terms and conditions