

# General Conditions of Sale

## 1. Validity

Our quotation is open for acceptance within the period stated therein. If no period is stated, then orders, whether or not arising out of our quotation, shall be subject to our confirmation in writing. The purchase and sales agreement so constituted between the parties shall hereinafter be referred to as the Contract. These conditions are an integral of any Spectris quotation or agreement to be concluded with Spectris, and shall prevail over any tender conditions possibly issued by the Purchaser, unless and to the extent expressly stated otherwise in our quotation.

## 2. Prices

Unless otherwise stated, prices are without engagement and may be altered by us to those prevailing at the time of despatch.

## 3. Payment

Payment will constitute a valid discharge only in so far by way of Demand Draft/Cheques drawn on nationalised/scheduled commercial bank and issued in name of Spectris Technologies Pvt Limited, payable at Mumbai at its exact due date. Any delay in payments will incur legal interest @18% p.a. immediately as from the due date.

## 4. Retention of ownership and defaulting payments

Without prejudice to the passing of the risks in accordance with the applicable trade term as described below, all goods shall remain our property until all of our claims against the Purchaser in relation to this Contract, most specifically:

full payment, have been satisfied in full. The Purchaser shall give us any assistance in taking any measures required to protect our property rights. The taking into operational use of the goods supplied entitles Spectris to full and immediate payment. If Purchaser fails to pay any amount when due or shall default, then Spectris is entitled to full and immediate payment, failure of which allows Spectris or its agents, without notice to Purchaser, to enter any premises in which the goods may be found and render them inoperable or remove them, hold and sell them in accordance with the applicable law.

## 5. Letters of Credit

Any Letters of Credit established in our favour shall be issued by first class banks which have adopted Uniform Customs and Practice for Documentary Credits issued by the International Chamber Commerce, applicable at the date the Contract comes into force.

## 6. Trade terms

Unless otherwise agreed the latest edition of the Incoterms issued by the International Chamber of Commerce shall apply, and it is being understood that:

- Under F.C.A. terms Spectris shall contract on usual terms at the Purchaser's expense for carriage of the goods in a seagoing vessel to a port to be designated by us and subject to the terms of payment furnish the corresponding bill of lading to the Purchaser against payment of any and all expenses so incurred; and
- Under C.I.P. terms Spectris shall provide the marine insurance during the transport from Spectris' warehouse to agreed destination against all risks of the carriage involved in the Contract on the conditions of the Institute Cargo Clause (All Risks) provided always that insurance against war risks and strike risks will be arranged in conformity with the Institute War Clauses and the Institute Strikes Riots and Civil Commotion Clauses. Full forwarding instructions must be sent with the order.

## 7. Despatch and delivery

In case the goods cannot be despatched to their destination at the date scheduled therefore by reasons attributable to the Purchaser and/or outside our reasonable control. Spectris shall be entitled to store the goods at the Purchaser's expense and risk. In such case the warehouse receipt(s) shall serve as substitute(s) for the shipping documents in all respects and the Purchaser undertakes to reimburse within fourteen days of our first demand any and all additional expenses so incurred.

Any delay in the fulfillment of the above-mentioned conditions will oblige Purchaser to compensate Spectris for the additional costs resulting from the suspension of the execution of the Contract. In case such delay would exceed a period of three months, Spectris is entitled to cancel the Contract without any penalty or liability towards the Purchaser.

In absence of any terms in our quotation the Goods shall be considered to have been offered "Ex-Works" in condition with the same Incoterms.

## 8. Installation

In case installation of goods is agreed upon, the following provisions shall apply and our price is based on the fulfillment of the following provisions by or at the expense of the Purchaser.

- The provision of adequate and lockable storage on or near the installation site for the goods to be supplied in such a way that the goods are protected against theft and any damage or deterioration; any item lost or damaged during the storage period shall be repaired or replaced at the Purchaser's cost.
  - The timely execution and completion of the preparatory works at Purchaser's sole expense and risk, in conformity with the requirements, which Spectris shall indicate to the Purchaser in due time; the site preparation shall be in compliance with all safety, electrical and building codes relevant to the equipment and its installation. Sufficiency of such plans and specifications, specifically including, but not limited to the accuracy of the dimensions described therein, shall be the sole responsibility of the Purchaser. The installation site shall be made available to us without obstacles in due time to enable us to start the installation work at the scheduled date; our installation personnel shall not be called upon the installation site until all preparatory works have been satisfactorily completed.
  - The availability of goods to be delivered in due time and in proper condition at the installation site.
  - The timely provision free of charge of the permits, licenses, rights of way etc. of the pertinent authorities required for or in connection with the installation and putting into operation of the goods to be delivered.
- In case any or all of the above conditions are not, not properly or not timely complied with, or Spectris has to interrupt installation works and subsequent testing for reasons not attributable to Spectris, the period of completion shall be extended accordingly and any and all additional costs resulting there from shall be for the Purchaser's account.

## 9. Acceptance

In case installation of the goods is offered Spectris shall notify the Purchaser when the goods installed will be ready for testing and acceptance, inviting the Purchaser to attend our standard tests or such tests as may have been agreed upon to demonstrate compliance with the agreed specifications and/or inspect the installation work.

If the Purchaser's representative fails to attend the testing on the date notified, our technical staff will commence with the tests according to our standard test procedures and these tests shall be considered performed in the presence of the Purchaser's inspector and acceptance shall in such case take place on the basis of the results stated in the test certificate signed by us.

In case of rejection of the goods installed for justified reasons, to be submitted to us in detail and in writing within 10 days after completion of the acceptance tests concerned, Spectris shall as a sole remedy correct the shortcomings as soon as possible and the relevant parts of the acceptance test shall be repeated within a reasonable period of time in conformity with the procedures outlined above. In absence of signed acceptance certificate or failure report as above within 10 days of acceptance test, the goods installed shall then be considered as having been accepted by the Purchaser.

Any partial non-fulfillment of our obligations sole attributable to Spectris entitles the Purchaser to withhold payment only to a corresponding, reasonable amount. The taking into operational use of any of the goods installed shall also constitute acceptance of the goods concerned.

Minor defects or deviations not affecting the operational use of the goods installed shall be stated in the acceptance certificate, but shall not obstruct or suspend acceptance. Spectris undertakes to remedy such defects as soon as possible.

## 10. Complaints and returns

Any complaints of erroneous despatch, shortage and/or apparent damage to the goods shall be notified in writing at the time of receipt of goods by the Purchaser giving the reason for the request to return the goods and the date and number of Spectris' invoice. If return of the goods

is agreed upon by Spectris in writing by means of a return authorisation notice, the goods shall be forwarded in accordance with Spectris' instructions; all goods returned must be consigned insurance and carriage prepaid by Purchaser and packed in their original packing.

## 11. Hardware warranty

Spectris warrants to the Purchaser the good quality of the goods supplied for the period stated in the Contract, or when no period is stated for a period of one year as from the date of acceptance on which they have been put into use, but in no event for more than eighteen months as from the date of despatch, against defects which appear therein under proper use, and which arise solely from faulty materials or workmanship. This warranty does not include any consumables such as filaments, lamps, fuses or other parts, which fail as a result of normal usage. The warranty does not cover damage sustained or wear and tear or arising in consequence of negligence, misuse or improper installation, use, maintenance, repair, alteration, storage or return handling or unauthorised combining with third party products of the goods by the Purchaser.

Under this warranty Spectris shall replace such parts as have proved to have such defect after inspection by our Service Engineers or, at our option, repair such parts or have them repaired at our option, always free of charge.

Provided that Spectris is informed by the Purchaser in writing within fourteen days after the defects have revealed themselves and the defective goods have been returned to an address or location indicated by us or made available to Spectris; such defective parts shall become our property as soon as they have been replaced.

## 12. Injury and damages

Purchaser agrees that all goods purchased hereunder shall be operated exclusively by qualified personnel in a safe and reasonable manner in accordance with Spectris' written instructions and for the purpose for which the goods were intended - Spectris shall only be liable for personal injury and direct material damages to the goods supplied, and Spectris indemnify Purchaser, up to a maximum of Euro 500,000, to the extent such injury or damages are the direct result of proven negligence of Spectris. Spectris SHALL NOT BE LIABLE FOR DAMAGES OR LOSSES OTHER THAN THOSE FOR WHICH Spectris HAS EXPRESSLY ASSUMED LIABILITY AS DEFINED ABOVE AND Spectris' LIABILITY SHALL IN NO EVENT INCLUDE ANY CONSEQUENTIAL OR OTHER SPECIAL OR INDIRECT OR PUNITIVE DAMAGES NOR FOR ANY LOSSES OF WHATSOEVER NATURE AND HOWEVER ARISING, INCLUDING PATENT LIABILITIES OR PATENT INDEMNIFICATION.

## 13. Software

Software made available shall not become property of the Purchaser, regardless of whether it was or not developed specifically for use by the Purchaser. No rights to any intellectual property residing in the goods, software, documentation, or any data furnished hereunder are granted except the right to use such intellectual property only in the use of said goods on non-exclusive basis.

## 14. Use and ownership of documents

Except where intended to serve as instructions for use or advertising purposes, all technical information in relation to our goods and their maintenance are Spectris proprietary, covered by Spectris copyrights and remain our property and may not be utilised or copied, reproduced, transmitted or communicated to third parties without our prior written consent. Spectris reserves the right for taking legal action for any misuse, unauthorised circulation or illegal copying of Software/Technical Information.

## 15. Export Control

Purchaser acknowledges that the goods and/or documentation supplied may be subject to United States or any other specific export regulation and Purchaser acknowledges that he is familiar with or agrees to become familiar with such regulations. Purchaser furthermore agrees that it will not deal with the goods and/or documentation in violation of such regulations, more specifically will not (re-)export or otherwise dispose of such goods without the applicable, prior written authorisation of United States or other national authorities or Spectris respectively. The validity of our quotation and of any Contract resulting therefore may be subject to the granting of an export or import license by the UK Government and/or any other governmental authority. Furthermore in the event that an end-user statement and/or import license is required, the Purchaser shall provide us with such document upon our first written request.

## 16. Force majeure

In the event of the occurrence of force majeure, Spectris shall be entitled to suspend delivery of the goods and/or provision of services for the duration of the prevention or delay caused by such force majeure, without being held responsible for any damage resulting there from to the Purchaser or a third party. In that case the times given for despatch shall be extended for the period of prevention or delay caused by such force majeure.

In case of such a non-attributable failure of performance the relevant part of the Contract will be suspended. The party concerned will inform the other regarding the occurrence of such failure as soon as possible. In the event the suspension has lasted for five consecutive months or as soon as it is established that the suspension will last for at least five consecutive months, either party is entitled to terminate partially or in whole the Contract without liability or indemnity whatsoever towards the other party.

The expression "Force Majeure" shall mean circumstances or occurrences beyond one party's reasonable control-whether or not foreseeable at the time of signing the Contract-in consequence of which one party cannot reasonably be required to execute its obligations under the Contract. Such circumstances or occurrences include but are not restricted to: acts of God, war, civil war, insurrection, fires, floods, labour disputes, epidemics, governmental regulations and/or similar acts, freight embargoes, non-availability of any permits, licenses and/or authorisations required, defaults or force majeure of supplier or subcontractors.

## 17. Taxes

All taxes, duties, levies and similar expenses, which are or become due in connection with our quotation, any order or agreement resulting there from, or the Contract and the carrying out thereof are for the account of Spectris as far as they are due in the supplier's country and for &ie account of the Purchaser as far as they are due in the Purchaser's country or in such other country or counties for which the goods are destined or in which any services will be performed, irrespective of which party (including its representatives/employees) will be held to pay such taxes.

## 18. Termination

If the purchase shall for any reason terminate this Contract in whole or in part, the notice of termination must be given in writing to Spectris. Spectris shall thereupon cease work and the purchaser shall pay Spectris the following:

- the price provided in the Contract for all goods which have been manufactured, modified or ordered by Spectris prior to the termination and which conform to the provisions of the Contract. Such goods shall be delivered to the Purchaser.
- actual expenditures made by Spectris in connection with the uncompleted portion of the Contract, including reasonable cancellation charge (ten percent minimum).

## 19. Jurisdiction

The Contract shall operate as a contract executed in India and all disputes are subject to Jurisdiction of court of law at Mumbai.

IN/E February 2012