

TERMS AND CONDITIONS

These terms and conditions of Driplex Engineering ("**Seller**") which are annexed to the Order Acceptance/invoice of the Seller ("**Order Acceptance**") which shall govern the Order Acceptance, unless, the same is modified and agreed in writing by either buyer or Seller. The sale of Seller's products are governed exclusively by these general conditions; any modifications, amendments, exceptions and/or cancellations must be agreed upon exclusively in writing and must be expressly accepted by Seller. These general sales conditions are integral part of each offer and Order Acceptance sent by Seller and constitute an integral and essential part of same. These terms and conditions, will prevail over any other conditions, or agreement indicated by the buyer.

Products means Couplings, white labelled products, or spares or accessories for Couplings manufactured by Seller only.

1. **Order Acceptance:** The acceptance of the present terms and conditions alongwith the order Acceptance constitutes buyer's offer and shall become a binding contract upon acceptance by Seller. Buyer agrees and accepts that it has read, reviewed and understood the present terms and conditions. No change in present terms and conditions is binding on either of the parties, until executed in writing by Seller. If the present terms and conditions alongwith the Order Acceptance are not accepted from the buyer within a period three (3) working days from receipt of the same, the terms and conditions would be deemed to be accepted by the buyer, without any demur or protest.

2. **Correspondence and Acknowledgments:** All

correspondence and acknowledgments shall be directed to the attention of Commercial Department at Sellers's, address i.e. Driplex Engineering L-19/1, GIDC, Por- Ramangamdi, Por. Dist-Vadodara. Any emails to be sent to the Seller shall be sent to info@drycouplings.com

3. **Termination:** In the event of buyer's failure and/or breach of any obligations of the present terms and conditions and/or take delivery of the goods as per the agreed timelines which unless, extended by buyer and which is then confirmed in writing by Seller, Seller shall have the right to cancel the order and forfeit the advance received from the buyer and also seek Liquidated damages which will not be by way of penalty from the buyer for non –performance. In the event of the insolvency proceedings are initiated against the buyer, or even any such court proceedings are initiated against the buyer, and/or any such proceedings which will cause prejudice to the Seller's rights and interest under these terms and conditions, including but not limited to the repeated defaults in payments by the buyer, it will be the duty of the buyer to immediately and not later than seven (7) days from happening of the event to bring it to the knowledge of the Seller about any such acts, and Seller may withdraw from the Order Acceptance and stop the deliveries of Products, without any damages and/or indemnity, or obligation to reimburse the advance received by the Buyer.

4. **Warranty:** The performance warranty period of each Product shall be for a period of One (1) year from the date of delivery to the buyer, subject to proper handling and storage by the buyer. In case of genuine claim, the Seller will either replace, refurbish, or repair the Products. The Warranty is

extended to only Seller's Products and not for any other items. This warranty will only be valid on condition that the buyer shall be required to send a written notification, within a period of eight (8) days deadline as stipulated from the date of delivery, detailing any obvious, or evident faults and/or defects; that the buyer has provided suitable and sufficient "technical specifications", with respect to which the product conforms, regardless of the final application of the product and the buyer has used the Products in accordance with the instructions and technical methods specified. In the event of a controversy regarding the existence of a fault and/or defect reported by the buyer, the Seller's decision shall be final and binding on the buyer and this guarantee/warranty shall not be valid.

In any case, Seller may not be held liable for any indirect damages resulting from loss of earnings, or a reduction in production. The defect which is not in writing by the buyer and which is beyond (1) one year period from the date of delivery will not be entertained by the Seller. The White labelled products shall hold no guarantee once they leave Seller's premises. This warranty shall also not apply to the spares parts, accessories of the Products, damage caused by accident, abuse, misuse, flood, fire, earthquake, or any other external damage caused by operating the Products outside the permitted, or intended uses as described by Seller.

5. **Terms of payment:** Payment to be made as per the mutually agreed price under the purchase order and Order Acceptance and which shall be paid by buyer to the Seller within a period of (7) seven days from the due date as mentioned under the Order Acceptance by the buyer. Delayed payment after the said period of (7) seven days will attract an interest rate of 15% per annum

from the time it was due, until the date of payment, or INR 5000, whichever is more.

6. **Delivery and custody:** Products will remain at the Seller's risk and guarantee, until the Products are within the premises of the Seller, once the Products have left the Sellers premises, the Products risks will shift to the buyer. Seller will deliver the Products as per delivery times indicated in the Order Acceptance which, in any case, may not be considered mandatory, since time would not be of essence. In the event of possible delays in delivery due to causes of force majeure and/or to any extraordinary events, Seller will be expressly exempted from any liability arising from damages of any nature.
7. **Indemnity:** Buyer agrees to indemnify and hold Seller harmless from any and all losses (*direct, or indirect*), costs or expenses, including, but not limited to, government fines or assessments and reasonable legal fees and court costs, incurred on account of or related to any breach by buyer of any covenant, warranty or representation contained or referenced herein, or in any other document provided or produced by Seller.
8. **Liability:** The liability of Seller shall be limited to the replacement of the Products manufactured by Seller only. Seller shall not be liable whatsoever for non –use of Seller's Products liability for loss of production, loss of profits as well as any financial loss, including, but not limited to any environment and/or any human loss damage caused by accident, abuse, misuse, flood, fire, earthquake, or other external cause and other such numerous variables like destination of product, compatibility with the

system/machine of destination, storage conditions of the buyer, damage caused by service (including upgrades or modifications) performed by anyone who is not representative of Seller, or its Authorised Distributor.

Seller will also not liable in case, the Product, or its part that has been modified to significantly, alter functionality, or capability without the written permission of Seller and to consumable parts, unless damage has occurred due to a defect in materials or workmanship; or any Seller's serial number has been removed or defaced.

Seller shall also not be liable to the buyer for any direct, special, incidental or consequential damages. Seller shall also not be held liable for any possible faults and/or defects in the raw material used for its Products, Seller shall also not be liable for any faults and/or defects of the product resulting from irregular damage, negligent storage by the client, incorrect application and/or installation methods, replacements and/or maintenance work performed by third parties, due to chemical, mechanical and/or electrical causes that have no bearing on the product as sold.

9. **Intellectual Property Rights:** The buyer agree, confirms and declare that the buyer has no right, title and interest in, to, or under the IPR's of the Seller. The buyer shall not adopt, use, register or seek to register or seek to register any trademark, patent, design, service mark, trade name, proprietary etc which is similar to or likely to cause confusion with Seller's business in any jurisdiction.
10. **KNOW-HOW – DRAWINGS – TECHNICAL DOCUMENTS** – The buyer undertakes not to

disclose any technical, or commercial information, or any other data of the Products which he might learn about during the contractual relationship. In the event of any breach of the above on the part of the buyer, the seller reserves the right to claim compensation for damages. Likewise, all technical and commercial documents, drawings and designs that Seller might exchange with the buyer during performance of the contract will be subject to the same confidentiality clause. In the event of any information and/or buyer client proving to be in violation of the right of industrial property or of the know-how or trademarks and/or patents of third parties, Seller may not, for any reason whatsoever, be held liable for said violation and, in the event, of the seller proving to be involved in any dispute and/or legal proceedings, filed against him by third parties for the violation of trademarks, patents, know-how or other industrial secrets resulting from information and/or documents received by the buyer, the buyer agrees and undertakes to indemnify Seller from any from any direct and/or indirect cost/compensation.

11. **Force Majeure:** If either of the parties suffer delay in due execution of respective contractual obligations due to the presence of one or more force majeure events such as act of god, acts of state of war, earthquake, strike, lockout, pandemic, epidemic, riots, or any other disrupting events, other than caused by either of the parties and that is beyond the control of the either of parties hereto, the agreed completion of the obligations shall be extended for the period of force majeure conditions exists provided, the affected parties shall give immediate notice to the other party of existence of such force majeure conditions. However, if force majeure extends beyond the period one month then both the



parties hereto shall mutually agree on further course of action.

12. **Jurisdiction.** The provisions of these terms and conditions which are part of the Order Acceptance shall be governed by the laws of India and Courts at Ahmedabad shall have exclusive jurisdiction to decide any such dispute arising out of or in connection to the Order Acceptance between buyer and Seller.

13. **Arbitration:** This terms and conditions which are part of the Order Acceptance shall be governed and construed in accordance with the laws of India. Any differences of opinion ("*Dispute*") arising out of and in relation to the Order Acceptance and its terms and conditions shall be first submitted to settlement by informal mediation to a panel one nominee of each such party. If such panel is unable to resolve the Dispute within 30 days after the Dispute is submitted, the Dispute then shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996 as amended. The seat of arbitration shall be at Ahmedabad. The Arbitrator's Award shall be final and binding on parties. The pendency of Dispute shall not affect the performance of the obligations of the parties.