

GENERAL SALE TERMS

1. GENERAL POINTS

The present General Sale Terms apply to all our sales and deliveries, unless specified otherwise in writing. By accepting our offers and by ordering, the Buyer is deemed having thus waived its own purchase terms.

The Sale Agreement shall be concluded only by our written acceptance given under our corporate signature affixed by one of our Authorised Representatives. It is limited to what is expressly indicated and does not extend to any additional supplies ordered subsequently. The weights indicated in our offer or in the sales agreement are only approximate. Our offers are made providing the products offered are available at the time planned for the delivery.

2. RESEARCH AND PROJECTS

The research, layouts, drawings and models given by us remain our property and the Buyer may use them only in so far as they concern directly the product supplied by us, and for the sole purpose of personal use. They must not, in any case, be passed on to any third parties. As regards future orders of product of our brand, we reserve the right to modify our models without preliminary warning and without any obligation to modify the products previously sold.

3. PRICES

Our prices are ex-works, net of taxes and exclude packaging (the latter being invoiced by us, but not taken back). They are revisable, in the event of change of custom tariff and are also revisable, in accordance with the

revision formula planned, when they are orders accepted by us in which such a revision formula has expressly been agreed. Subject to the above, our offers are valid one month, unless otherwise specified in our quote.

4. DELIVERY

The delivery is carried out either by direct delivery to the buyer or by simple notification of placing at disposal, or by delivery of the parts in our factories or Stores to a consignor or carrier chosen by the Buyer, or, if not, chosen by us. There shall be no special dispensation to the principle of delivery in our works or stores by indications such as:

- Delivery carriage paid at the train station, on the wharf, at the residence
- Or repayment of total or partial transport expenses.

Which must be considered only as concessions on the prices, without transfer of liability, all risks relating to the objects sold (including delays of transport and risks of loss or damage) being transferred to the buyer from the delivery as it has just been defined, and the goods travelling, in all cases, at the consignee's risks. We can, at the Buyer's formal request, insure the goods during their conveyance from our Works to their point of destination, but then we do it on behalf of the buyer and at its expense, without this entailing the transfer of risks to our company. All customs, granting, handling and achievement operations are under the responsibility of the buyer and to be paid for, under the Buyer's risks which is to check the shipments upon arrival and make, if the need requires, its claims against the carrier, even if the shipment was made carriage-paid. If the shipment is delayed for a reason beyond our control, the products are stored and handled, if the

need requires, at the Buyer's risks but we decline any responsibility resulting from it.

5. DELIVERY TIMES

The delivery times start to run from the date of our order acknowledgement but by no means before all details of the order have been clarified in full and all documents and/or payments on account have been received and all necessary certificates to be issued by the competent authorities at home or abroad or other permits and declarations of release, if any, have been made available. We cannot be held liable for a delay or non-performance of delivery that was caused by our pre-suppliers.

Our indications of delivery time do not constitute a commitment to deliver on the date fixed.

Late delivery penalties may not being claimed in the event the order should provide formally for such a clause, that our order confirmation contains itself the formal acceptance of these Terms and that the delay caused by us would cause a real damage and is recorded by both parties. We are relieved, by right of any obligation relating to delivery times:

5.1. In the event the payment terms are not complied with by the Buyer.

5.2. In the event the information to be supplied by the Buyer is not passed on in due time, or in the event of changes made by the Buyer to its order during its performance.

5.3. In a Case of Force Majeure, this word comprising any fortuitous event or not evading our control, insurmountable for us but not necessarily unforeseeable and notably, but without this list being restrictive: lock-out, strike, epidemic, war, requisitioning, fire, flood,

accident occurring on the tooling of important parts during the manufacture interruption or delay in transports or other cause resulting in the total or partial unemployment for us or our supplier any other circumstances or situations similar or different which, reasons would evade our control. In the case of Force Majeure, we shall immediately advise in writing or by e-mail, or with all useful details on the case of Force Majeure in question and on its possible development, as well as on the steps we shall take to try to overcome it.

6. DIMENSIONS, WEIGHT AND QUANTITY

Variations in dimensions, weights and quantity are admissible within the limits of the tolerances usual in the trade, or applicable DIN standards and technical casting requirements. The calculation of the variations is to be based on the shipping weights and quantities.

7. TESTING PROCEDURES AND ACCEPTANCE

If the buyer wants necessary tests and procedures to be conducted on our products, he must give us a corresponding notice. The type and scope of the tests and procedures must be agreed between parties by the time of conclusion of contract. Acceptance of the goods must be conducted at the buyer's expense at the supplier's works immediately, i.e. without undue delay after notice of readiness for acceptance has been given. If the goods are not accepted or not accepted in full or in time or in full, we have the right to dispatch the goods or store them at the buyer's risk and expense whereupon the goods are deemed accepted.

8. GUARANTEE

8.1 Standard articles

The guarantee covers the quality of the materials, the fact the product was manufactured professionally, and its normal operation. It covers a normal use of our product for 1000 hours over a period not exceeding to 3 months from the date of the delivery of the products in question: it comprises both the labour and the spare parts that must be changed, and it is up to the user to provide us with the documents required to check the duration of use of the products delivered.

The guarantee does not apply to ordinary maintenance costs resulting from the normal use of the products sold by us, nor to the deteriorations resulting from abnormal use. The guarantee does not extend to the parts with normal wear from use. Upon, presentation, by the Buyer, of the duly justified recourse for guarantee, we shall, according to our preference and depending on the case, either repair the product on the spot, or repair the product in our Plants, or replace it, or reimburse to the Buyer a fair part of the sale price.

Cracks will occur after time due to thermal fatigue and from thermal stresses created during heat up and cooling. These stresses may be significantly affected by the type and positioning of the parts being heat-treated. SAJJAN cannot accept liability for cracks caused by thermal stresses and fatigue. Cracks can adversely affect the load bearing capability of the products and should be repaired immediately. It is the responsibility of the user to ensure that the Products are regularly inspected, maintained and used in a safe manner.

In the event, an analysis is required to determine the cause of the deterioration of the products delivered, the costs inherent

to the expert appraisal shall be borne by the party that caused the deterioration. The guarantee applies to the parts supplied and to the work performed for the alteration or the repair of our products, but it does not extend to the performance of the product thus altered or repaired.

8.2 Special Articles

We only guarantee the conformity of the materials used with those indicated in the Buyer's order, the conformity of the manufacturing with the indications or drawings appearing in this order and the fact the implementation of the order thus defined is made professionally, but without guaranteeing either the operation or the performance of these "special articles".

8.3 Under no circumstances whether they are "standard articles" or "special articles", are we liable for the indirect consequences of the use of the product supplied by us, such as, notably, the loss of sales.

The right to guarantee supposes the Payment Terms have been complied with by the Buyer. It establishes a distinction between "standard articles" which are part of the usual range of our productions, and "special articles" made to order.

9. WARRANTY

- 9.1** The delivered goods are also to take by the customer, if they only have minor defects. Pallets and packages have to be checked on acceptance for detecting any damage and robbery. Damaged items are to be accepted to the carrier only after a written acknowledgment of the damage.
- 9.2** Complaints must transmit not later than one week after receipt of the goods.
- 9.3** We will only guarantee the quality of its products for in the contract

written down intended use, but not for inappropriate or improper use.

9.4 In case of legitimate complaints accepted by us (for quality defects), we will rework and / or replace at the discretion of the contractor. Defects of one part shall not entitle to reject the entire delivery. On replacement or credit of the goods rejected other claims are excluded.

9.5 The customer is prohibited to make own settings for measurement, control and / or control systems of the delivered equipment, which deviates from the contracted configuration of the system. Should this happen nonetheless, there is a loss of all warranty claims. As a result of such acts our necessary services are not a remedial services, but chargeable special services. The warranty does not cover normal wear and tear and / or parts, nor to damage caused by the transfer of risk from faulty or negligent handling, excessive strain, unsuitable equipment, and such thermal, chemical, electrochemical or electrical influences, after the contract is not are provided. By consequences arising about the customer or third party improper alterations or repairs and maintenance, the liability shall be repealed.

9.6 Further claims against us shall be excluded, especially claims for damages and compensation for damages that are not on the delivered item itself and for consequential damages.

10. PAYMENT

Unless otherwise agreed, prices are payable 30 days from the date of the invoice. For orders greater than €15000, we reserve the right to ask to pay 1/3 on order payable by cheque. The buyer agrees to insure, all its own expense the product sold and/or installed by us against all risks of loss, theft, accident or incident, with a well-known insurance company until full payment of the sale price, in

principal and interest, with subrogation of our profit. In the event of the retroactive cancellation of the sale, the buyer, at once, return the goods sold to us in good condition, falling additional damages, the forwarding and insurance costs paid by it. As a result of the above and whether it is a reserve of title sale under condition subsequent, Buyer shall refrain, until the full payment of the price, to resell the goods covered by the present General Terms, either through an intermediary, or to transport them, or to dispose of them, or to place them again, either directly, or through intermediary, unless the usual business of the Buyer is to buy these goods and resell them, and in this case, it shall be able to do this only by delegation in advance, at the same price, and the same price. The above provisions do not constitute a waiver by us of the other protection organised by the law of the Buyer's country in favour of the seller of immovables, industrial or other, notably in the event of bankruptcy of the buyer, they do not prevent us from carrying out in due time, all the formalities required useful for the keeping of our preferential right, right of recourse, continuation or claim, such as, for instance, the notification of the sale to the relevant authorities of the Buyer's country.

11. DISPUTES

In the event of dispute arising regarding the construction or the performance of the present sales Agreement, the competent jurisdiction shall be by the Indian court at Registered Office. The sale covered by the present General Sale terms is subject to rules in use in International trade for everything not settled by terms.