

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

1.1 "the Goods" means the goods indicated on any company forms, price lists, quotations, delivery notes, orders or invoices.

1.2 "EnsolTM" means Ensol Multiclean Equipments Pvt Ltd., Jaipur, Rajasthan, India.

1.3 "Current Quotation" means a quotation not older than 30 days as at the date of order received, or as specified on the quotation or tender.

1.4 "the Customer" means the legal entity whose name appears on this document, or any relevant sales transaction documentation such as on an order, invoice, or credit application.

1.5 "Manufacturer's Warranty" means EnsolTM's standard manufacturer's warranty agreement.

2. QUOTATIONS

2.1 Quotations are not offers but are invitations to the Customer to do business and EnsolTM may revoke these at any time or accept or reject in whole or in part any order placed upon it pursuant to the quotation.

2.2 A contract shall only come into force if after receipt of the Customer's order or acceptance of the quotation, EnsolTM confirms that such a contract has been concluded or if EnsolTM supplies, or tenders to supply the Goods in question to the Customer.

2.3 The quotation is based on Product Description & rates of each quantity against which they are quoted. Any variation subsequent to the date of quotation shall entitle EnsolTM to vary the amount of the quotation accordingly.

3. ORDERS

3.1 Orders by the Customer for EnsolTM's goods or services shall be made in writing and submitted through the agreed electronic media or in physical form to such address as may be nominated by EnsolTM from time to time.

3.2 Orders shall constitute irrevocable offers to obtain EnsolTM services at EnsolTM's usual fees and/or to purchase the goods in question at the usual prices of EnsolTM, and shall be capable of acceptance by EnsolTM by the delivery of the goods and/or provision of the services or by the written acceptance or confirmation of the order.

3.3 Oral orders shall similarly be capable of acceptance by EnsolTM, but EnsolTM will not be responsible for any errors or misunderstandings occasioned by the Customer's failure to make orders in writing. However, delivery of goods will not be made by EnsolTM before the oral order has been confirmed in writing.

3.5 All orders placed on EnsolTM by the Customer shall be in terms of the conditions set out herein, except for specific variations,

additions and/or deletions agreed to in writing by both parties.

4. PRICE

4.1 The price of the goods shall be the usual price current at the time of the dispatch of the goods or as otherwise specified by EnsolTM in writing in a Current Quotation unless otherwise stated in EnsolTM's order confirmation.

4.2 EnsolTM reserves the right to adjust the price of its goods from time to time. EnsolTM will use its best endeavours to notify the Customer of price changes.

4.3 Prices exclude VAT and statutory charges or duties unless otherwise specified in writing.

4.4 The Customer shall be obligated to pay to EnsolTM in addition to the contract price herein -

4.4.1 the amount of any tax, duty or other charge of any nature whatsoever Imposed by any law, regulation or enactment of whatsoever nature which comes into force after the date on which any price charged is determined.

4.4.2 any price variations resulting from factors beyond the control of EnsolTM such as, but not limited to delays in delivery, changes in the exchange rate, steel prices, labor, freight or transport charges, customs and excise duties, handling and shipping charges, modifications or alterations to the order at the instance of the Customer.

5. PAYMENT AND DEFAULT

5.1 Payment shall be on the basis of contract or as otherwise specified by EnsolTM in writing. No rebates or discounts may be claimed or taken unless specifically agreed upon in writing by EnsolTM.

5.2 In all cases where the Customer uses a postal, banking, electronic or similar such service to effect payment, such services shall be deemed to be the agent of the Customer.

5.3 The Customer shall not be entitled to claim set-off or deduction in respect of any payment due by the Customer to EnsolTM for goods or services supplied..

5.4 The Customer shall not be entitled to counter claim against EnsolTM for a debatement of account to frustrate making payment to EnsolTM. Furthermore, the Customer undertakes to keep a comprehensive set of books at all material times from which it will be able to ascertain its liability to EnsolTM without the need for any debatement.

5.5 Acceptance of a negotiable Instrument by EnsolTM shall not be deemed to be a waiver of EnsolTM's rights under this agreement. In relation to cheques furnished by the Customer to EnsolTM, the Customer waives its right to insist on notice of dishonor or protest being given to it in the event that the cheque is dishonored.

6. CREDIT FACILITIES

6.1 The Customer agrees that EnsolTM's decision to grant credit facilities to the Customer is at the sole discretion of EnsolTM.

6.2 EnsolTM reserves the right to withdraw any credit facilities at any time without prior notice and the nature and extent of such facilities shall at all times be in EnsolTM's sole discretion.

6.3 Despite the fact that EnsolTM may grant the Customer a credit limit or a credit facility up to a certain amount, EnsolTM reserves the right to increase or decrease this amount at its sole discretion. The credit limit shall not be deemed to be the limit of a Customer's indebtedness to EnsolTM.

7. DELIVERY AND RISK

7.1 The risk in and to the goods purchased shall pass to the Customer upon collection thereof by the Customer or upon delivery thereof to the Customer's premises, or to an address nominated by the Customer, or to the carrier service transporting the goods for the Customer,

7.2 Delivery is deemed to take place upon notification that the product or equipment is ready for dispatch or collection. If the Customer fails to collect of the goods ordered within a reasonable time period, or in any way delays the delivery of goods ordered, then the risk in the goods shall immediately pass to the Customer and the Customer shall be liable to pay EnsolTM the reasonable costs of storing, insuring, and handling the goods, until delivery takes place.

7.3 The signature of any employee, agent or representative of the Customer or of the

carrier service on a delivery note or invoice shall be prima facie proof that the goods indicated on the document have been properly delivered to and/or received by the Customer, in good order and condition and quantity.

7.4 Delivery of goods to any delivery address selected by the Customer shall constitute proper delivery of the goods, despite the fact that such address may not have been the address or premises of the Customer.

7.7 Whilst every effort will be made to dispatch goods as advised, EnsolTM does not guarantee dispatch on any specific date and shall, notwithstanding any contrary provision in the agreement, not be liable for any damages or penalties for failure to effect delivery/dispatch timeously for any reason beyond EnsolTM's reasonable control, including but not limited to inability to secure transport, factory workload, labor, power, materials, equipment or supplies or by reason of an act of God, war, civil disturbance riot state or emergency, strike, lockout or other labor disputes, fire, flood, drought, legislation, International shipping schedules and Port or Custom delays. The Customer shall not be entitled to cancel any order by reason of such delay.

7.8 In the event that EnsolTM makes delivery to the Customer in installments each installment shall be deemed to be the subject of a separate contract and non-delivery or delay in delivery of any installment shall not affect the contracts in respect of the other installments or entitle the Customer to cancel the other contracts relating to such installments.

8. OWNERSHIP

8.1 Notwithstanding that all risk in and to all goods sold by EnsolTM to the Customer shall pass on delivery, ownership in all goods sold and delivered shall remain vested in EnsolTM until the full purchase price in respect thereof and interest (if any) accrued thereon has been paid.

9. LEGAL PROCEEDINGS AND ARBITRATION

9.1 Regardless of the place of execution or performance under these terms and conditions or domicile of the Customer, these terms and conditions and all modifications and amendments hereof, shall be governed by and decided upon and construed under and in accordance with the laws of the **Republic of India** & will subject to **Jaipur Jurisdiction**.

9.2 EnsolTM has the sole option to refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall bind both Company and Customer. The arbitrator must be a person agreed upon by the parties or, failing agreement, an arbitrator must be appointed, who shall then finally resolve the dispute or issue in accordance with the Rules of the Indian Arbitration Act.

9.3 EnsolTM shall, at its option and notwithstanding that the amount of its claim exceeds the jurisdiction of the Magistrate's Court, be entitled to institute action out of such court.

9.4 A certificate issued and signed by any director or of EnsolTM, whose status and

authority need not be proved, shall be prima facie proof of the amount of the Customer's indebtedness to EnsolTM or in respect of any other fact, including the fact that such goods were sold and delivered, for purposes of obtaining judgment, provisional, sentence, summary judgment or any other relief against the Customer.

9.5 The Customer's physical address as given on the front page of this document shall be recognized as the Customer's *domicile* for all purposes in terms of this agreement, whether in respect of the serving of any court process, notices, the payment of any amount or communications of whatever nature.

9.6 The Customer shall pay all legal costs, including attorney/own client costs, tracing agent's fees and collection charges which EnsolTM may incur in taking any steps pursuant to any breach or enforcement of these terms and conditions by the Customer.

10. WARRANTIES, INDEMNITY AND LIMITATION OF LIABILITY

10.1 EnsolTM offer warranty on the equipment for 12 months from the date of delivery. The warranty will be against the manufacturing defects and workmanship, which will be assessed by our technician.

10.2 EnsolTM shall not be liable for any loss or damages whether direct, indirect, consequential or otherwise (including, without limitation, loss of profits and loss of use) suffered by the Customer or any third party as a

result of any cause arising in connection with any dealings between EnsolTM and the Customer (including, without limitation the execution of the order, the supply of the goods, the goods, the use of the goods, late completion and any cause arising from anything done or not done pursuant to the contract) whether such loss or damages results from breach of contract (whether fundamental/material or otherwise), delict, negligence or any other cause Without limitation.

11. GENERAL

11.1 EnsolTM reserves the right in its sole discretion to vary or amend these terms and conditions from time to time and the Customers will be notified thereof. Any subsequent dealings shall be on EnsolTM's amended terms and conditions.

11.2 This contract represents the entire agreement between EnsolTM and the Customer and shall govern all future contractual relationships between EnsolTM and the Customer and shall also be applicable to all debts which the Customer may owe to EnsolTM prior to the Customer's signature hereto.

11.3 No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, whether consensual or unilateral or bilateral shall be of any force and effect unless reduced to writing and signed by a director of EnsolTM. No agreement, whether consensual or unilateral or bilateral, purporting to obligate the Company to sign a written agreement to amend, alter, vary, delete, add or cancel these

terms and conditions shall be of any force and effect unless reduced to writing and signed by a director of EnsolTM.

11.4 No warranties, representations or guarantees have been made by EnsolTM or on its behalf which may have induced the Customer to sign this document.

11.5 No relaxation or indulgence which EnsolTM may give at any time in regard to the carrying out of the Customer's obligations in terms of any contract shall prejudice or be deemed to be a waiver of any of EnsolTM's rights in terms of any contract.

11.6 The Customer shall not cede its rights nor assign its obligations in respect of any of its contractual relationships with EnsolTM.

11.7 The Customer undertakes to notify EnsolTM within a period of 7 (seven) days of any change of address or any changes in the information as set out in this agreement.

11.8 The headings in this document are included for convenience and are not to be taken into account for the purpose of interpreting this agreement.

11.9 Each of the terms herein, shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever, then that term shall be severable and shall not affect the validity of the other terms.

11.10 Provided that they do not conflict with any of the terms and conditions contained herein, such general practices, term and

conditions applicable to the Industry or profession in which EnsolTM conducts business shall be applicable to all dealings between EnsolTM and the Customer.