

PREFACE

These Standard Terms and Conditions for the Sale and Export of Goods shall exclusively apply, save as varied by express agreement accepted in writing by both parties. The offer, sales confirmation, order acknowledgement, order acceptance or sale of any products covered herein is conditioned upon the terms contained in this instrument. These conditions shall govern any future individual contract of sale between SKY IMPEX and the buyer to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the buyer. By placing an order or making an offer to SKY IMPEX, the buyer explicitly acknowledges these general terms and conditions also in case he made the order or offer subject to differing, other terms and conditions. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document of information issued by SKY IMPEX shall be subject to correction without any liability on the part of SKY IMPEX. The provisions of these Terms and Conditions apply to contracts merchants in the course of business. They also apply to contracts with any other private or legal person as far as legal regulations permit.

1. DEFINITIONS

In these conditions the following definitions shall (unless the context otherwise requires) have the following meanings: "Seller" means SKY IMPEX (hereinafter referred to as "the company" for sake of brevity) "Buyer" means the purchaser of goods and /or services specified in the Purchase Order.

2. OFFERS AND ORDERS

All offers are without obligation, subject to availability of stock and material. No order submitted by the buyer shall be deemed to be accepted by the company unless and until confirmed in writing by the company or its representative. The quantity, quality and description of and any specification for the goods shall be those set out in the company's quotation (if accepted by the buyer) or the buyer's order (if accepted by the company) any such specification, sales literature, quotation etc. shall be strictly confidential for the buyer and must not be made available to third parties by the buyer. The buyer shall be responsible for ensuring the accuracy of the terms of any order submitted by the buyer, and for giving the company any necessary information relating to the goods within a sufficient time to enable the company to perform the contract in accordance with its terms.

3. DELIVERY

Except as provided for otherwise in the Buyer's order form and if accepted by the Company, all Goods shall be delivered by the Company to the Buyer in accordance with the applicable Incoterm ("Delivery").

The Company is not liable for any claims for non-fulfilment or late Delivery of Goods or for any, and the consequences of any, loss or damage suffered by the Buyer arising from delay in Delivery or failure to Deliver and the Buyer shall accept and pay for the Goods notwithstanding late Delivery. Unless otherwise agreed by the Buyer and the Company, the Company shall be entitled to deliver the Goods in one or more lots. Where Delivery of the Goods is affected by way of part Delivery, the Company shall

be entitled to invoice the Buyer for pro-rata progress payments in respect thereof.

4. PRICE

The price of the goods shall be the company's quoted price and the company reserves the right, by giving notice to the buyer at any time before delivery, to increase the price of the goods to reflect any increase in the cost to the company which is due to any factor beyond the control of the company (such as foreign exchange fluctuation, currency regulation, alteration of duties, increase in the costs of materials or other costs of manufacture) or any change in delivery dates. Except as otherwise stated under the terms of any quotation or in any price list of the company and unless otherwise agreed in writing between the buyer and the company, all prices are given by the company on an ex works basis, and where the company agrees to deliver the goods otherwise than at the company's premises, the buyer shall be liable to pay to the company's charges for transport, packaging and insurance. The price is exclusive of any applicable value added or taxes, which the buyer shall be additionally liable to pay to the company, unless, otherwise quoted.

5. TERMS OF PAYMENT

The Buyer shall be responsible for all charges, duties, taxes, fees or other expenses of any kind incurred in connection with the purchase and importation of the Goods. The extension of credit to the Buyer by the Company shall be at the sole discretion of the Company and, where extended, unless otherwise advised in writing by the Company, the Company requires payment in full within 7 (Seven) days from the date of Delivery of the Goods occurs or as otherwise specified in the invoice. Interest of 2% per month is applicable for late payment.

6. INCOTERMS

An agreement by the Company to sell on the basis of any particular Incoterm shall be deemed to be a reference to the latest relevant term as set out in the rules for the interpretation of trade terms published by the International Chamber of Commerce. In the event of any inconsistency between the Terms of Sale and the Incoterms, these Terms and Condition of Sales shall prevail.

7. REJECTION

The Buyer shall inspect the Goods immediately upon the Goods being received by the Buyer at the destination and, shall give written notice to the Company of any non-conformity of the Goods with the contract within 2 (Two) days of the date of arrival at the destination, failing which and to the extent permitted by law, the Company shall be discharged of all liability to the Buyer.

8. CLAIMS

No complaint about the quantity / quality of the goods shall be entertained or accepted unless intimated to the company in writing within 2 (Two) days after receipt of the goods.

9. FREIGHT

Where the purchase price for the Goods includes freight: (a) The Company accepts no responsibility for any delay in transit howsoever caused; and (b) unless the Buyer has specific requirements agreed in

writing by the Company, the Company may arrange shipment of the Goods by any means of transportation which the Company considers appropriate and the Buyer shall not be entitled to make any claim against the Company for failure to transport by particular means or forms of transportation meeting certain specifications. **Where the purchase price of the Goods does not include freight:** (a) it shall be the Buyer's responsibility to arrange freight at his own risk and bear all costs in connection with freight, including demurrage (if any);

10. INSURANCE

If the consignment is received in short / damaged / leakage condition at the port or as per delivery terms as mentioned in purchase order then call the surveyor of the insurance company immediately & get inspection survey report or damage / shortage certificate immediately. If the goods / material in the consignment found with shortage / damage or leakage at port or at customer's premises, it has to be reported immediately to the company before unloading and company's authorised insurance company's surveyor inspection report has to be made. If the good / material unloaded without surveyor inspection report, the company will not be responsible for any damage / shortage / leakage and will not reimburse any amount involved.

11. WARRANTIES & INDEMNITIES

To the extent permitted by law, all implied conditions, warranties and undertakings are expressly excluded. Subject to these conditions the Company shall not be liable for any, and the consequences of any, loss or damage (including consequential loss, loss of profit, loss of opportunity, loss of goodwill or loss of reputation) arising out of any breach of contract by the Company or any negligence of the Company, its employees or agents. The Buyer shall indemnify the Company in all circumstances howsoever arising from any, and the consequences of any loss or damage suffered by, or claim or allegation made by any third party, against the Company in respect of the Goods, their Delivery and carriage; and loss, damage or expense (including, without limitation, costs, whether or not the subject of a court order) suffered by the Company arising from a breach by the Buyer of these Terms of Sale or the cancellation of any order or part thereof for the Goods after acceptance by the Company.

12. FORCE MAJEURE

Force Majeure shall include but not be restricted to Acts of God or enemy, action of the government in its sovereign capacity including changes in law or policies, port congestion, strikes or shortage, floods, fires, earthquakes, explosions, accidents, epidemics, civil commotion's, insurgency, war, riots etc. includes any factor or event beyond the reasonable control of parties. If the company is prevented from performing its obligations under the contract by circumstances beyond its reasonable control, such obligations shall be suspended during any period of delay so caused.

13. LAW

All disputes shall be resolved by arbitration as provided under Arbitration & Conciliation Act 1996 of India. This contract shall be subject to Indian Law and the jurisdiction of the courts in India.