

**SAJJAN**

**GENERAL SALES TERMS  
AND CONDITIONS**

## 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 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 Buyers 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 buyers risks but we decline any responsibility resulting from it.

## 5 DELIVERY TIMES

The delivery time starts from the date of receipt of the order to the date of delivery of the goods to the carrier, providing that all the Documents (plans, technical information, etc.) are provided at the same time as the order.

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 or on important parts during the manufacturing, interruption or delay in transports or any other cause resulting in the total or partial unemployment for us or our suppliers, or any other circumstances or situation similar or different

which, reasonably, would evade our control. In the case of force majeure, we shall immediately advise in writing or by – email, or fax, 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, QUANTITY**

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

## **7 TESTING PROCEDURE ACCEPTANCE**

If the buyer wants necessary testing procedure to be conducted on our part, he must give us corresponding notice. The type and scope of the testing procedures must be agreed between the parties by the time of conclusion of the 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 due 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, or 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 of 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 product 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 equipment's 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 buyers 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 to the contractor not later than one week after receipt of the goods.

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- 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 our discretion. 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** Wearing parts are not subject for the warranty.
- 9.6** The customer is prohibited to make own settings for measurement, control and / or control systems of the delivered products, 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 necessary services of the contractor 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.
- 9.7** Further claims against the contractor or its agents 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 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 to our profit.

In the event of the retroactive cancellation of the sale, the buyer, shall, 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 or a sale under condition subsequent, the 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 transfer them, or to dispose of them, or to pledge them again, either directly, or through an intermediary, unless the usual business of the Buyer is to buy these goods and to resell them, and in this case, it shall be able to do this only by delegating in advance, at the same price, the resale price. The above provisions do not entail waiver by us of the other protections organised by the law of the Buyer's country in favour of the seller of unpaid movables, industrial or other, notably in the event of bankruptcy of the buyer,

## **11 DISPUTES**

In the event of dispute arising regarding the construction or the performance of the present sales Agreement, the competence shall be by the Indian court at our 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 said terms.

### **SAJJAN PRECISION CASTINGS**

404, Gill Road , Miller Ganj, Ludhiana, Punjab, India.