

voestalpine High Performance Metals India Private Limited  
No.1/1, Tachor Koot Road, Panchetty Village Post, (Opp. Jumbo Bags Ltd.) Ponneri Taluk,  
Chennai - 601204, Tamil Nadu. India, Tel: 0091 44 24502400 / 2450 1140,  
email:- alok.jhamb@voestalpine.com, www.voestalpine.com  
CIN No.U51909TN1994PTC027211

## **TERMS AND CONDITIONS - SALES**

### Definitions

"Company": Means voestalpine High Performance Metals India Private Limited

"Customer": Means the customer whose name is mentioned herein on the face of this document

"Conditions": Means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company

"Goods": means the articles which the customer agrees to buy from the Company

"Services": means the services which the customer agrees to take from the Company

"Order": Means any request for goods/services issued by Customer or user of goods/services

### **I. THE PRICE AND PAYMENT**

- 1.** Payment of the price shall be due, without any deduction, as specified on the surface of this paper. In case of direct deposits by the customer, the payment needs to be done at the following account mentioned under  
Name:-Voestalpine High Performance Metals India Pvt Ltd.  
Bank Name:-HDFC BANK LTD  
Account No.08308630000016  
IFSC Code-HDFC0000830  
Branch-CBD Belapur, Navi Mumbai

All payment needs to be done at the Time for payment shall be of the essence. All other terms and conditions relating to the payment shall be specified herein under:

If the Customer fails to make payment on the due date then, the Company shall be entitled to:-

- Cancel the contract or suspend any further deliveries to the Customer;
  - Charge the Customer interest on the amount unpaid, at the rate of 2% per month until the payment in full is made (a part of the month is being treated as a full month for the purpose of calculating interest).
- 2.** All Sales and other taxes either existing or imposed or assessed in future on this sale is to be paid by the Customer. In the case of failure to provide proper sales

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- tax deduction form "C"/Local sales tax Declaration, the difference between the Concessional rate of Sales tax and Full Sales tax shall be to the customer account.
3. Cash payment should not be paid to any representative of the Company.
  4. Cheques/Demand Drafts/LC issued for Payment will be deposited in our various branches of respective banks across India. Receipts issued for Payment by Cheques/Demand Drafts/LC are subject to realisation.
  5. The Company reserves the right, by giving notice to the Customer at any time before delivery to increase the price of goods to reflect any increase in the cost to the Customer which is due to any factor beyond the Control of the Company (such as, without limitation, regulation alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture)
  6. All orders are subject to acceptance by Company, any pre-printed terms and conditions attached to the Order will be deemed null and void.

### **II. DELIVERY OF THE GOODS**

1. Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing.
2. The Customer shall inspect the Goods on delivery and shall within 48 hours of delivery notify the Company in writing of any alleged defect, shortage in quantity, or as to the nature of quality. If the Customer fails to comply with this provision the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of goods and the customer shall be deemed to have accepted the goods.

### **III. RISK AND PROPERTY**

1. Risk of damage to or loss of the Goods shall pass to the Customer
  - a. In case the goods to be delivered at the Company premises- At the time when the Company notifies the Customer that the Goods are available for collection
  - b. In case the goods to be delivered otherwise than at the Company's premise, at the time of delivery at the Customer premises, Transport Company designated by the Company or any other place designated by the Customer, at the time when the Company has tendered delivery of the Goods.

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2. Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, the property in the goods shall not pass to the Customer until the Company has received payment in full of the price of the goods and also other goods agreed to be sold by the Company to the Customer for which payment is then due.

Until such time as the property in the goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the goods separate from those of the Customer and third parties and properly stored, protected and insured and identifies as the Company's property, Until that time the Customer shall be entitled to re-sell or use the goods in the ordinary course of business, but shall account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds, property stored, protected and insured.

### **IV. LIEN**

In addition to any right of lien to which the Company shall be entitled to a general lien on all goods Risk of the Customer in their possession (although such goods or some of them may have been paid for) for the unpaid price of any other goods sold and delivery by the Company to the Customer and for the moneys owing by the Customer to the Company upon this or any other contact.

### **V. WARRANTIES AND LIABILITY**

The Company warrants that the Goods will at the time of delivery correspond to the description given by the Company.

### **VI. GENERAL**

No waiver by the Company of any breach of the contract by the Customer shall be considered as waiver of any subsequent breach of the same or any other provision

The specification and design of the Goods including copyright, design right or any other intellectual property in them shall as between the parties be the property of the Company.

These conditions shall apply to all contract for the sale of goods by the Company to the Customer to the exclusion of all other terms and conditions

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including any terms or conditions which the Customer may purport to apply under any purchase order confirmation of order or similar document.

The Company shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Company of this contract.

In the event of any breach of this contract by the Company, the remedies of the Customer shall be limited to the damages. However under no circumstances shall the liability of the Company exceed the Price of the Goods.

The Company has the right to change, amend alter or revise the above General Terms and Conditions from time to time without prior notification.

The customer acknowledges the acceptance with the voestalpine Code of Conduct which can be accessed at the following link

[http://www.voestalpine.com/group/static/sites/group/.downloads/de/konzern/compliance/INT\\_code-of-conduct\\_EE.pdf](http://www.voestalpine.com/group/static/sites/group/.downloads/de/konzern/compliance/INT_code-of-conduct_EE.pdf) AND /OR

[http://www.voestalpine.com/group/static/sites/group/.downloads/de/konzern/compliance/INT\\_kodex\\_onepager\\_EE.pdf](http://www.voestalpine.com/group/static/sites/group/.downloads/de/konzern/compliance/INT_kodex_onepager_EE.pdf).

### **VII. JURISDICTION**

All the disputes are subject to the jurisdiction of Mumbai Courts only.