General Terms and Conditions of Sale of voestalpine Bohler Welding India Technology Private Limited
(Formally known as Maruti Weld. Private Limited)

Version June 2019

I. Welding Products

Scope (1)
(1) The following General Terms and Conditions of Sale (GTC) of the company, hereinafter referred to as the Company or Supplier, Seller etc. apply to all business relationships with customers, unless otherwise expressly stipulated in writing. The version valid at the time of concluding the contract applies.
(2) Differing, conflicting or supplementary General Terms and Conditions shall not form part of the contract, even if they are known, unless their applicability is expressly agreed in writing.
(3) Signing of this GTC by the customer or otherwise business dealings by the customer with the company in normal course or accepting/buying goods from the company shall be the explicit deemed acceptance and acknowledgement by the customers of these GTC.

Conclusion of the contract (2)
(1) All our offers are non-binding and subject to alteration. Within reasonable limits, we reserve the right to make technical and other alterations. The documents and information belonging to our offers, such as drawings, illustrations and samples as well as weight, measure, performance and consumption information, serve as a mere information and do not represent any special agreed characteristics. We reserve the proprietary rights and copyright to all documents and information pertaining to our products, such as drawings, illustrations, samples and data; these documents, information and data shall not be made available to third parties or used for their own purposes.
(2) The customer’s order shall be deemed to be his binding acceptance of the offer. The confirmation of receipt does not constitute an acceptance of an order.
(3) Understanding/orders made orally or by telephone by the customer shall be binding on the Company only if the Company accepts its writing in writing of the same.
(4) Our quotation constitutes the only binding acceptance of an offer.
(5) We are entitled to refuse acceptance of an order e.g. after reviewing the creditworthiness of the customer.
(6) If the consumer orders the goods electronically, these GTC will be applicable without exception.
(7) Oral agreements are not binding. Written counter-confirmations by the customer only become binding by means of our written order confirmation.
(8) Under no circumstances shall silence be considered as consent. Changes or amendments to the contract, or order cancellations, or suspensions only are binding with the written agreement of both parties. Any expenses or disadvantages resulting thereof shall be for the exclusive account of the customer, unless otherwise agreed.
(9) We reserve the right to make changes to the chemical composition of our products under ‘Storage Conditions’.

Scope (1)
(1) The customer bears the risk of the loss and accidental deterioration of the goods from the moment of the handover of the goods, in accordance with the agreed Incoterm 2010.

Storage instructions for products (5)
(1) The customer is aware of the requirement to store our products properly and is conversant with our product’s storage instructions. Improper storage results in our warranty liabilities becoming null and void. The instructions can be found on our website under ‘Storage Conditions’.

Use of products (6)
(1) The customer is aware of the proper use of our products. Improper use leads to exclusion of any liability and warranty. When using the products supplied by us, the customer is obliged to comply with all regulations, technical regulations, operating and user instructions that protect against damages.

Obligation to accept, storage period and storage costs (7)
(1) The customer commits himself to accepting the delivered products at the contractually agreed delivery terms and conditions within 14 calendar days, otherwise the customer is in default of acceptance.
(2) In the event that the customer unjustifiably refuses the acceptance of the goods, he must pay all transport and storage costs, notwithstanding his payment obligations. The goods are deemed accepted three months after our notice of readiness to despatch, and the default charge for the price of the goods due at this point. Storage costs and any additional costs shall be charged to the customer from the 14th day after the goods were declared ready for dispatch, but were not delivered to or collected by the customer.

Long-term and call-off contracts (8)
(1) All open-ended contracts can be terminated by either party with a notice period of 3 months.
(2) In the event that, in connection with long-term contracts (contracts with a duration of more than 4 months and generally open-ended contracts), there is a change in the legal framework, material or energy or any other relevant costs, each contract partner is entitled to demand negotiations for a reasonable price adjustment, taking into account the afore-mentioned factors.
(3) In connection with call-off orders, the customer must inform us, in written, of the definitive quantity at least 2 months prior to the delivery date, unless otherwise agreed. Additional charges caused by the customer, relating to a delayed call-off or a later change of the delivery quantity or quality shall be borne by him and are subject to our calculations. The customer shall be obliged to accept the goods on the day when the validity period of the ex-pires and the agreed purchase price becomes due.
(4) In the case of call-off orders, all as yet undelivered quantities of products ordered by the customer shall be delivered, at the latest, on the day when the validity period of the order confirmation expires.
(5) The customer must bear the risk of any foreign exchange devaluation in applicable cases until the date of payment, and in such a case, the prices shall be adjusted accordingly.

Delivery Periods (9)
(1) We are entitled to effect partial deliveries. The contracting parties agree that partial deliveries may be served to the extent subject to the agreed contract separate from the order confirmation, and that they are subject to these General Terms and Conditions of Sale.
(2) Production-related deviations from the total order quantity of plus or minus 10% are permissible. The over- or under-charges shall change accounting to the actual volume.
(3) Our liability for goods not delivered on time is explicitly limited to those cases in which we have confirmed the shipping date in written. Unless otherwise agreed, the delivery periods shall be calculated from the date of the order confirmation, and they are subject to the timely receipt of the input data ordered by us. The customer shall be deemed fulfilled when the goods are shipped prior to the deadline, or the customer has been notified of the readiness of the goods for collection.
(4) The customer is only entitled to withdraw from the contract when the delay in the delivery date is attributable to gross negligence on our side, and he has conceded us, but un-successfully, a reasonable period of grace for the delivery. The withdrawal from the contract must be notified by registered letter.

Remittances (10)
(1) We retain title to the goods until full payment of the purchase price has been made.
(2) The customer must immediately notify us in writing of any seizure of the goods by third parties, and guarantee that we have full possession of the goods. We are entitled to withdraw from the contract and to demand handover of the goods in cases of breach of contract, in particular in the event of a delay in payment. The customer is entitled to resell the goods in the course of his ordinary business. The customer henceforward only has all rights and all obligations of the full invoice amount, which are due upon the sale of the goods to third parties, and he undertakes to make a corresponding remark in his books or invoices. We herewith accept this assignment. Following this assignment, the customer is entitled to collect the amounts due him. We reserve the right to collect the receivables ourselves if the third party is in default of payment.
(2) If the goods are processed by the customer, we acquire co-ownership of the new item proportionally to the value of the goods delivered by us. The same shall apply if the goods are processed or mixed with other objects which do not belong to us.

Warranty (11)
(1) In cases of defective goods, we shall provide warranty for the defect, at our choice, by way of improvement or exchange. If an improvement or exchange is not possible, or has failed, the customer shall be entitled to demand a price reduction or, when it is not a minor defect, to rescind the contract. Minor deviations from quality, form, colour, weight or design, or that are technically unavoidable, or are in line with commercial practice, are not deemed defects and may not be claimed against. The same applies to deliveries based on samples and specimens. Damaged packaging under minor defects and does not convey the right to refuse acceptance.
(2) In cases in which the buyer is entitled to issue notices of defects, such notices must be given in writing, within 14 days of receipt of the delivery of the goods; otherwise the assertion of a warranty claim is excluded. Hidden defects must be reported, in writing, immediately upon discovery and any processing must be terminated. The notice of defects must be specified exactly.
(3) The warranty period for the goods is 6 months from the date when the risk has transferred to the customer. This period also applies to hidden defects. Assumption of defectiveness at the time of delivery shall be explicitly excluded.
(4) The event of hidden defects that were notified in time, the customer shall be obliged to give us an opportunity to review the delivery in question within a reasonable period of time.
We offer no guarantees to customers as defined in law. Unless otherwise contractually agreed, we do not warrant or accept any liability for the characteristics or the usability of the goods for a specific purpose, other than those explicitly agreed to by us.

**Liability**

(1) Other than in those cases provided for by the Product Liability Act, our liability is limited to intent and gross negligence. The liability for slight negligence, such as, but not limited to, compensation for consequential damages, financial loss, loss of interest, loss of profit and damages from claims of third parties against the customer are excluded.

(2) The limitations of liability do not apply to injury to body or health, or loss of the customer’s life.

(3) To the extent permissible by law, joint and several liability, irrespective of their legal grounds, is limited to the total net value of the order of the individual shipment related to the defect, and, any such shipment, also, any surcharges for transport, packaging, storage or duties and taxes.

(4) To the extent permissible by law, all rights to claim for compensation cease 6 months after becoming aware of the damage and of the injuring party.

(5) Technical consultations and information about processing and possible uses of our goods at we provide free of change are deemed a service without commitment, and for which we assume no liability.

(6) We are only liable for our own content on the company’s website. In the event that we provide links to other websites, we are not liable for the third-party content included in such websites. In the event that we obtain knowledge of illegal content on external websites, we shall immediately block access to such sites.

**Nondisclosure**

(1) The customer shall exclusively use all documents and knowledge that we declare as confidential and in whose confidentiality we are obviously interested, which he obtains in the course of our business relationship, for the jointly pursued purposes and treat them as if they were third parties that he would use in the treatment of his own documents and knowledge.

**Data protection**

(1) To comply with the data protection obligations, we refer to our privacy policy, available at [https://www.voestalpine.com/welding/Data-Privacy](https://www.voestalpine.com/welding/Data-Privacy) in the currently valid version.

**Force majeure**

(1) In the event that circumstances change under which the contract has been concluded, or events of force majeure occur that include, without limitation, natural catastrophes, non-delivery of input material, breakdown of machinery, intervention of a third party, or similar acts of operations of any kind, strike, lockout in our own company or in companies related to the fulfilment of the contract, or any other event over which we have no influence, the customer undertakes to make us aware of this event without delay, and to provide us with all required information, especially as regards the final recipient, final destination and end-use of the goods or services.

**Export controls**

(1) Our goods and services are supplied with the provision that their delivery is not impeded by national or international regulations, especially export control regulations such as embargos or other sanctions.

(2) It shall be the sole responsibility of the Customer (purchaser, ordering party, consignee) to comply with and/or to obtain necessary approvals, authorisations, sanctions, permissions, licenses etc. under national and international import and export regulations as applicable. In case of non-compliance (whether local or international laws and regulations, customer shall be solely responsible for all damages, losses, fines, penalty, if any, incurred by us due to sanctions, conditions, restrictions, regulations, limitations, directives by central and state governments in India and their officials, authorities and institutions, as well as any causes that would make the delivery unreasonably difficult or impossible, relieve us of our duty to perform for the duration and the scope of the impact of such obstructions, or only to withdraw the contract entirely or from that part that has not yet been fulfilled, without the customer having the right to raise legal claims against us.

**Transfer of risk**

(1) We transfer the risk of loss or destruction of the goods to the customer upon delivery, unless the contract expressly provides otherwise.

(2) The customer (ordering party, consignee) commits to making his customer aware of all export-related regulations and to passing on all obligations resulting therefrom.

(3) The customer (ordering party, consignee) commit(s) with his customer to making his customer aware of all export-related regulations and to passing on all obligations resulting therefrom.

(4) To the extent permissible by law, all claims to compensation cease 6 months after becoming aware of the damage and of the injuring party.

(5) Technical consultations and information about processing and possible uses of our goods that we provide free of charge are deemed a service without commitment, and for which we assume no liability.

(6) We are only liable for our own content on the company’s website. In the event that we provide links to other websites, we are not liable for the third-party content included in such websites. In the event that we obtain knowledge of illegal content on external websites, we shall immediately block access to such sites.

**Pricing and payment**

(1) In case of delivery to the consignee, the customer undertakes to make the payment as agreed, and to make any fee payments related to the agreed terms of payment, without deduction. If there are any exceptions agreed, the customer undertakes to make the agreed payment for the goods as agreed.

(2) The customer (ordering party, consignee) commits to holding us harmless of any damages and disadvantages resulting therefrom.

**Place of jurisdiction and applicable law**

(1) The place of performance of our goods and services is the location of our plant, and the exclusive place of jurisdiction is agreed to be the competent court in Delhi/New Delhi.

(2) However, we are also entitled, at our option and absolute discretion, to initiate legal proceedings against the customer at his legal domicile. The customer is obliged to refund any running and collection expenses, as well as those related to pre-litigation. Litigation costs, if any, shall be borne by the customer at all forums, if such litigation, directly and/or indirectly arises due to acts, deeds of the customer.

(3) Incoterms 2010® and Indian law, under the exclusion of the International Conflict of Law Rules, as well as un-der exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Federal Law Gazette 1985/96) shall apply for all legal disputes arising out of these GTC, including but not limited to payments and disposal of cheques.

(4) If one or more of the provisions become ineffective, the other provisions remain binding.

**II. Special terms and conditions of sale for welding machines**

(1) For deliveries and other services in connection with welding machines, the provisions of the General Terms and Conditions of Sale (I.) shall apply, if the following provisions for warranty for welding machines (20) apply.

**Warranty for welding machines**

(1) The warranty period for welding machines is 12 months.

(2) The customer is entitled to withdraw the contract entirely or from that part that has not yet been fulfilled, without the customer having the right to raise legal claims against us.

**Software of welding machines**

(1) We declare that our welding machines are CE compliant and labeled accordingly.

**Compliance**

(1) We reserve all intellectual property rights, such as copyrights, trademarks, design rights, patent rights, utility model rights, know-how, and non-proprietary inventions, commercial experiences, company secrets, etc., regardless of when they are disclosed to the customer.

**Explanation of additional terms and conditions of sale for welding accessories**

(1) To comply with the data protection obligations, we refer to our privacy policy, available at [https://www.voestalpine.com/welding/Data-Privacy](https://www.voestalpine.com/welding/Data-Privacy) in the currently valid version.

**Warranty for welding accessories**

(1) The warranty period for welding accessories is 24 months from the date of order confirmation by us.

**CE conformity of welding accessories**

(1) We declare that our welding accessories are CE compliant and labeled accordingly.

We offer no guarantees to customers as defined in law. Unless otherwise contractually agreed, we do not warrant or accept any liability for the characteristics or the usability of the goods for a specific purpose, other than those explicitly agreed to by us.