

1. Conclusion of Contract

These terms & conditions of sale ("Conditions") apply to all deliveries of goods by Baumer Technologies India Pvt. Ltd. (hereinafter "Baumer") to the buyer. Deviating or additional terms are excluded, unless Baumer expressly accepts them in writing. Baumer reserves the right to amend or change these Conditions from time to time. The contract of purchase is deemed to be concluded when Baumer issues a written order confirmation or effects delivery.

2. Validity of Quotations

Unless otherwise stated in the offer, the quoted prices are binding for a period of thirty (30) days from the date of issue. If required, an extension of the validity period shall be requested prior to order placement and is only valid if confirmed by Baumer in writing.

3. Prices

Unless otherwise agreed, prices shall be net ex works, Vapi (EXW, Incoterms 2010), excluding packaging and any applicable statutory taxes & duties.

Excise duty and sales tax shall be borne by the buyer as applicable at the time of dispatch of the relevant goods. The excise duty rate at the time of release of these Conditions is 12.5%. The sales tax at the time of release of these Conditions is 2% against Form "C" for delivery outside Gujarat and 5% for delivery within Gujarat. In case Form "C" is not provided by buyer in due time, full sales tax of 5% or as applicable shall be charged.

Entry tax/Octroi shall be borne by the buyer at the applicable tax rate and is payable directly to the Octroi authorities.

4. Delivery Period

The delivery period specified in the order confirmation begins upon Baumer's dispatch of the written confirmation and as soon as all technical details have been clarified. Baumer shall be entitled to an extension of the delivery period if delay occurs: (a) because of any force majeure event pursuant to section 12; (b) as a result of a change request by the buyer; (c) as a result of buyer's failure to fulfil, correctly and in time, his obligations, such as payment of a deposit, opening of letters of credit, approval of drawings etc.; or (d) by an act or omission on the part of the buyer. If and when the buyer is in default of payment, Baumer may postpone performance of its obligations until receipt of the outstanding payment and may request return of any items which have been delivered.

In case goods are required to be inspected by buyer prior to shipment at Baumer's Vapi site, then date of issue of an inspection call will be considered as date of delivery.

In case the goods have not been cleared for shipment due to the buyer's fault within the agreed delivery period (or within two (2) months after the order confirmation in case there is no delivery period agreed), Baumer will charge to buyer inventory carrying cost of 15% of the order value per annum. In addition Baumer has the right to dispose over the goods and renegotiate the order at the prevailing rates.

Claims related to short shipment must be received by Baumer within 90 days of date of dispatch. Claims received beyond this period will be refused.

5. Passing of Risk, Transport, Packaging, Insurance

The risk of loss of the goods delivered to buyer shall transfer to buyer as follows: a) for sale in which the end destination of the goods is within the country of manufacture, upon the delivery to the freight carrier; b) for sale in which, end destination of the goods is outside the country of the manufacture, immediately after the goods have passed beyond the territorial limits of the country of manufacture.

The buyer shall bear all costs for transport and packaging. Packaging of Pressure and Temperature Gauges will be charged at 2% of the order value, packaging for Thermowells, Temperature Elements Level products and Instrumentation tubes will be charged at 4% of the order value. If transport is arranged by Baumer, 1% of the order value will be charged to buyer for ordinary road transport. In case the transport of the goods requires special cargo or courier, the actual costs will be charged to buyer.

Transit insurance needs to be arranged by buyer. Despatch information shall be communicated to buyer after despatch.

6. Payment

100% against Proforma Invoice prior to despatch.

7. Warranty

The Seller warrants that the goods manufactured or services provided by Baumer will be free from defects in materials or workmanship under normal use and care until the expiration of the applicable warranty period. The warranty period shall be twelve (12) months from the date of initial installation or eighteen (18) months from the date of shipment, whichever period expires first.

The warranty period for consumables (which includes without limitation glass parts, O-rings, plastic tubing etc.) shall be ninety (90) days from the date of shipment or completion of the services. Products purchased by Baumer from a third party for resale to buyer ("Resale Products") shall carry only the warranty granted by the original manufacturer. Buyer agrees that Baumer has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products.

If buyer discovers any warranty defects and notifies Baumer thereof in writing during the applicable warranty period, Baumer shall, at its option, correct any errors that are found by Baumer in the goods or services, or repair or replace ex-works point of manufacture that portion of the goods found by Baumer to be defective or refund the purchase price of the defective portion of the goods/services.

All defects caused by inadequate maintenance, normal wear and tear, unsuitable environmental conditions, accident, misuse, improper installation, modification, repair, storage or handling, or any other cause not attributable to Baumer, is not covered by this limited warranty, and shall be at buyer's expense. Baumer shall not be obligated to pay any costs or charges incurred by buyer or any other party except as may be agreed upon in writing in advance by an authorized representative of Baumer. All costs of dismantling, reinstallation and freight under this warranty clause shall be borne by buyer unless accepted in writing by Baumer. Goods repaired and parts replaced during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days, whichever is longer.

This limited warranty is the only warranty made by Baumer and can be amended only in writing and signed by an authorized representative of Baumer. The warranty for software shall be as set out in Baumer's standard license agreement. Except as otherwise expressly agreed between the parties, there are no representations or warranties of any kind, express or implied, as to merchantability, satisfactory quality, acceptable quality, fitness for particular purpose or any other matter with respect to any of the goods or services. The forgoing sets out buyer's exclusive remedy for breach of warranty.

8. Data supplied by Buyer

To the extent that Baumer has relied upon any specifications, information, representation of operating conditions or any other data or information supplied by buyer to Baumer in selection of or design of the goods and / or services and the preparation of Baumer's offer and in the event that the actual operating conditions or other conditions differ from those represented by the buyer and relied upon by the seller, any warranties or other provisions contained herein which are affected by such conditions, shall be null and void, unless otherwise mutually agreed upon in writing.

9. LIMITATION OF REMEDY AND LIABILITY

The remedies set forth in these Conditions are the sole and exclusive remedies available hereunder. Seller shall not be liable for damages caused by delay in performance. The sole and exclusive remedy of the breach of warranty hereunder shall be limited to repair, correction, replacement or refund of purchase price under the limited warranty clause. Baumer's aggregate liability to buyer and/or its customers in contract, tort (including negligence and breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with goods manufactured or services provided by Baumer shall in no event exceed the price paid by buyer for the specific goods manufactured or services provided. Buyer agrees that in no event shall Baumer be liable for special, indirect, incidental or consequential damages. The term "consequential damages" shall include, but not be limited to, loss of anticipated profits, loss of use, loss of revenue and cost of capital, damage to or loss of property or equipment, increased costs of any kind including, but not limited to, cost of operation or maintenance, fuel cost or cost of purchased or replacement power.

10. Change request by Buyer

If the buyer wishes to make any changes to the purchase order after the order confirmation is issued by Baumer, buyer shall notify Baumer by submitting a written request within three weeks after issue of the order confirmation. As soon as possible after receipt of a change request, Baumer shall notify the buyer in writing whether and how the changes can be carried out, stating the resulting alteration to the purchase price, the delivery period and any other term of this agreement. The change request shall only be deemed accepted, if and to the extent the parties have mutually agreed in writing with respect to all changes. For all orders with short delivery, i.e. less than or equal to 8 weeks, Baumer will not accept changes to the purchase order and a cancellation fee of up to 75% of the order value shall be charged to buyer. Baumer will submit to buyer a new offer regarding such change request, which may also include other goods. Buyer may request a change to the confirmed delivery period within a period of three weeks after the issue of the order confirmation. However, buyer shall pay 0.5% of the order value per commenced week for Baumer India's expenses and storing costs related to such delay.

11. Confidential Information

Specifications, drawings, data, software and other information transmitted by Baumer to buyer are the property of Baumer or its suppliers. Information marked proprietary or confidential are trade secrets and buyer shall keep such information in strict confidence, not disclose any such information to third parties without prior written permission from Baumer, nor use such information for any other purpose than the purpose for which it is provided, nor use such information for its own or third parties benefit. The buyer agrees that it shall not and shall not permit to any third party to copy, reproduce, disassemble, decompile or reverse engineer any products manufactured and/or sold by Baumer. The provision of this section shall not apply to that part of information which 1) is or becomes generally available to the public through no fault of buyer 2) already in buyer's lawful possession prior to disclosure hereunder 3) hereafter received from a third party who did not receive the same from Baumer under an obligation of confidence or 4) required by law or governmental agency to be disclosed provided that the buyer notifies Baumer of the disclosure requirements and assists Baumer in objecting to limiting to such disclosure.

12. Force Majeure

Baumer shall not be liable for failure to perform where such failure is caused by acts of god; war, civil unrest; a major natural disaster; sabotage, strikes, lock-outs; any act of government bodies, institutions, law enforcing agencies; changes in the government's import policy relevant to Baumer's imported goods or any other event, circumstance or cause beyond Baumer's or its subcontractors reasonable control.