

## AMPCO METAL

### TERMS AND CONDITIONS OF SALE

- 1.** AMPCO METAL India Pvt Ltd, hereinafter referred to as “AMPCO”, only does business upon and subject to the terms and conditions printed below which shall be deemed to be incorporated to the exclusion of any terms inconsistent therewith in any order received or accepted. All printed Quotations and Estimates are subject to alteration without notice and all orders are subject to AMPCO's acceptance.
- 2.** If AMPCO's obligations or any of them shall be prevented, hindered or interfered with by war, strikes, accidents or Vis Major or by any cause whatsoever and however beyond AMPCO's control, AMPCO shall have the option to suspend or cancel any obligation then unperformed.
- 3.** Accounts must be paid by the due date strictly in accordance with the terms set out in the AMPCO quotation. Overdue accounts are strictly nett and liable to interest at base rate 2% p.a. on the balance payment. While any account of a Purchaser is overdue AMPCO reserves the right to suspend performance of any of their obligations to such Purchaser. “C” forms wherever applicable should be submitted on quarterly basis to avoid debit note of C.C.T @ 13% + Interest @ 2.5% p.m. on C.S.T value + penalty.
- 4.** All quotations are given and goods and materials sold subject to the conditions that in the event of any goods or materials or parts thereof proved to have been defective when they left AMPCO's works, then AMPCO's liability in respect of those defective goods or materials or parts thereof, shall be limited to the replacement or repair of such defective goods or materials or parts thereof, or credit for the cost thereof, provided that:
  - a)** No liability is accepted for the goods which are proved to be defective in design.
  - b)** No liability is accepted for failure of goods supplied by AMPCO which have been subject to any process after leaving their works.
  - c)** It is assumed that the buyer will inspect or use the goods or materials supplied within 30 days of delivery and therefore no liability is accepted by AMPCO for defects in goods or materials supplied the details of which are not made known by the buyer to AMPCO within 30 days of delivery.
  - d)** AMPCO will not be responsible for any expenses or costs incurred by the buyer in connection for any claimed defects without AMPCO's prior written consent. AMPCO exclude liability for the cost of any machine work, labour charges or any losses or damages incurred due to using or machining defective material furnished by AMPCO.
  - e)** AMPCO exclude liability and will not be responsible for any breach or warranty or negligence for any consequential damages or for any costs incurred by the buyer through the use of, inability to use or sale of any defective or unsatisfactory material supplied by AMPCO, or through the use of, inability to use or sale of any products by the buyer which have been manufactured using any defective or unsatisfactory material supplied by AMPCO.
- 5.** Subject to the foregoing AMPCO will replace free of charge any goods which they supply and which fail, or prove to be faulty or defective, provided that AMPCO shall have an opportunity of inspecting and accepting responsibility for such goods, and shall be under no further or other obligation or liability whatsoever for or in respect of any failure or defect in any goods whatsoever supplied or manufactured by AMPCO.
- 6.** All consignments will be forwarded either by AMPCO's own vehicles or by Public Carrier. No allowance will be made for carriage where goods are collected from AMPCO warehouses by Purchasers or where goods are delivered to Purchasers local depot. Claims against Carriers with regard to damage pilferage or non-delivery on carriage paid deliveries should be notified to AMPCO within two days of receipt.
- 7.** If goods are made to Purchaser's pattern or specifications, no responsibility can be accepted for the infringement of any Patent and the Purchasers agree to indemnify AMPCO against any loss in respect of any proceedings or otherwise resulting from the execution of Purchaser's orders.
- 8.** All technical information in our catalogues/brochures is purely descriptive. Assurances given therein with respect to the properties or uses of any goods or materials or the fitness for any purpose should not be relied upon save in such case where AMPCO has confirmed those properties or uses, or fitness for purpose in writing to the Purchaser. In addition whilst all the information has been thoroughly checked in our catalogues/brochures, no liability is assumed for printing or translation errors. Similarly no representation made by any representative of AMPCO as to properties or uses

or fitness for purpose of any goods or materials should be relied upon save in so far as those representations as to properties, uses or fitness for purpose are made in writing by AMPCO to the Purchaser.

**9.** The following provisions shall apply to all goods and materials which AMPCO agrees to supply to the Purchaser. No failure by AMPCO to enforce strict compliance by the Purchaser with such provisions shall constitute a waiver thereof and no termination of any agreement between AMPCO and the Purchaser shall prejudice, limit or extinguish AMPCO's rights under this paragraph:

**a)** Upon delivery of goods or materials the Purchaser shall hold the goods or materials solely as Bailee for AMPCO and the goods shall remain the property of AMPCO until such time as the Purchaser shall have paid AMPCO the full purchase price thereof. Until such time the Purchaser, if so required by AMPCO, shall store the goods and materials separately from goods or materials not being the property of AMPCO and in such a fashion as to be readily identifiable by AMPCO who shall be entitled to examine the goods and materials upon reasonable notice, to require that the goods or materials shall be delivered up to it and to recover the same and for the purpose of exercising such rights AMPCO, its employees and agents with appropriate transport may enter upon the Purchaser premises and any other location where the goods or materials are situated.

**b)** The Purchaser is hereby granted a licence by AMPCO to incorporate the goods and materials in any other products subject to the express condition that, if AMPCO should so require, all such products containing the goods or materials or any of them shall be separately stored and so marked as to be identifiable as being made with the said goods or materials.

**c)** The Purchaser is hereby licenced to sell on the goods and materials and any products incorporating any of them but shall hold the whole of the proceeds of sale as trustee and agents for AMPCO and shall not mingle any of the proceeds of sale with its own monies or any bank account with other monies, but shall ensure that all such receipts of sale are kept separate and identifiable. More over the Purchaser shall immediately upon receipt of the proceeds of sale, remit to AMPCO the full purchase price of the goods or materials less any part thereof which has already been paid.

**d)** If the Purchaser does not receive the proceeds of any such sale on the due date, he shall within seven days notify AMPCO and, if called upon to do so, assign AMPCO any claim of any nature whatsoever against the person or persons to whom he has supplied the goods or materials, or any of them.

**e)** The Purchaser shall maintain all appropriate insurance in respect of the goods or materials from the date or dates upon which the risk therein passes to him, in the event of any loss or damage while the goods or materials remain the property of AMPCO, the Purchaser shall hold all insurance monies received in respect thereof as Trustee for AMPCO and separate and identifiable from all other monies and shall forthwith remit to AMPCO the full price of the goods or materials, less any part thereof which has already been paid.