11. Delivery
The Seller shall endeavor to effect delivery on terms as may be agreed in the contract. The time or date for delivery identified by the Seller is only an estimate and shall not be of the essence of the contract.

12. Damage in Transit
Notification of claims arising out of damage in transit must be lodged by the Buyer directly with the carrier within the period specified in the contract of carriage and the Seller shall be provided with a copy thereof.

13. Warranties
13.1 Seller warrants that at the time of delivery (i) the goods supplied comply with the Seller’s specifications; (ii) the quantity is not less than zero-point five percent (± 0.5%) variance to that stated in Seller’s Specifications; (iii) the goods supplied is free and clear of all defects in title.

13.2 These warranties are made on condition that (i) Buyer has not mishandled, misused, damaged or modified the goods; and (ii) Buyer inspects the goods and notifies of non-conformity in accordance with Article 13.3 below. Seller makes no other warranty or guarantee of any kind, express or implied, including without limitation implied warranties of fitness for a particular purpose or merchantability.

13.3 Buyer must inspect the goods supplied hereunder immediately after delivery, and notify Seller in writing if the goods do not conform with the contract (e.g. defects, wrong shipment or quantity differences) within 2 weeks of receipt of the goods, precisely describing the nature and extent of the lack of conformity. If the lack of conformity cannot be determined without reasonable investigations such notice may be given within 6 months after receipt of the goods.

13.4 Failure by the Buyer to give notice within the notification period stated above shall constitute an unqualified acceptance of the goods delivered by Seller and a waiver by Buyer of all claims with respect to such supply by Seller.

14. Liability
14.1 Seller’s liability for any breach of warranty(s) in case of goods not conforming to Seller’s specifications, to replace such goods at its costs; (ii) in the case of short delivery, to deliver the missing quantity at its costs; (iii) in the case of defects as to title of the goods in a claim against Buyer, defend any such claim or action at its costs, provided Buyer has promptly notified Seller upon becoming aware of such claim or action and Seller is in full control of any proceeding in connection with the claim or action. Alternatively, Seller may in its sole discretion, (a) reimburse Buyer the purchase price of the goods in proportion to the claim by Buyer, to its gross negligence or willful breach; (b) grant a reduction in the purchase price of the goods related to the claim; or (c) replace the infringing goods with non-infringing goods conforming to Seller’s specifications, modify the infringement so they become non-infringing; procure a license to use the infringing goods; or pay Buyer a pro-rata portion of the amount Buyer paid for the infringing goods, for the portion of such infringing goods not used and returned to Seller.

15. Retention of Title
15.1 Title to the goods delivered shall not pass to Buyer before the purchase price has been paid in full.

15.2 In case Buyer has paid the purchase price for the goods delivered but not yet completely fulfilled other duties arising out of his business relationship with Seller, Seller retains, in addition, title to the goods delivered until all such outstanding duties have been completely paid.

15.3 In the event Buyer processes the goods delivered by Seller, Seller shall be considered manufacturer and shall directly acquire sole title to the newly produced goods. If the processing involves Seller, Seller shall directly acquire joint title to the newly produced goods in the proportion of the invoice value of the goods delivered by Seller to the invoice value of the other materials.

15.4 If the goods delivered by Seller are combined with or blended with material owned by Buyer, which has to be considered the main material, Seller agrees that Buyer transfers to Seller the joint title to such main material in the proportion of the invoice value of the goods delivered by Seller to the invoice value (or, if the invoice value cannot be determined to the market value) of the main material. Buyer holds in custody for Seller any sole or joint ownership originating therefrom at no expense for Seller.

15.5 Buyer shall have in the ordinary course of business free disposal of the goods owned by Seller, provided that Buyer meets its obligations under the business relationship with Seller in due time. Buyer already assigns to Seller all claims in connection with the sale of goods to which Seller reserves the right of retention of title when concluding the sales agreement with Seller; should Seller have acquired joint title in case of processing, combination or blending, such assignment to Seller takes place in the proportion of the value of the goods delivered by Seller with retention of title to the value of the goods of the third parties with retention of title. Buyer already assigns to Seller any future confirmed balance claims under current account agreements in the amount of the outstanding claims of Seller when concluding the sales agreement with Seller.

16. Force Majeure
Any incident or circumstances beyond the Seller’s control, such as natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, or acts of government, shall relieve the Seller from its obligations under this contract to the extent the Seller is prevented from performing such obligations. The Seller shall not be liable to Buyer in such circumstances. The same applies to the extent such incident or circumstance renders the contractual performance commercially impractical for the Seller over a long period or occurs with the suppliers of the Seller. If the aforementioned occurrences last for more than 3 months, the Seller is entitled to withdraw from the contract without any right for compensation to the Buyer.

17. Notice
Any notice or other communication required to be received by a party is only effective, at the moment it reaches this party. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.

18. Termination
In the event that the Buyer(i) commits a breach of any obligation hereunder; and (ii) becomes insolvent, is adjudged bankrupt or goes into liquidation; or any petition is presented against the Buyer for bankruptcy or liquidation, the Seller is entitled without prejudice to its other rights, to immediately suspend or terminate the contract. Termination of the contract shall not affect or prejudice the accrued rights of action or remedies of Seller against Buyer. Upon early termination, all amounts accrued or owing by Buyer(respective of whether fallen due for payment) shall become due and payable immediately.

19. Applicable Law & Jurisdiction
This contractual relationship shall be governed by the laws of India. The Seller shall adopt appropriate legal proceedings, including but not limited to Arbitration by a Sole Arbitrator appointed by the Seller under the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended till date with respect to any dispute arising out of or in connection with this contract. The place of arbitration shall be Mumbai only. In the event the Seller elects to adopt legal proceedings in a court of law by Seller’s gross negligence or willful breach, Seller shall have exclusive jurisdiction to adjudicate all or any disputes arising out of or in connection with this contract.