



INDO GERMAN INDUSTRIES ~ Lead Time Policy

01. Offer

Any documents appertaining to the offer, such as illustrations, drawings, weight and measurement indications, shall be deemed merely approximately relevant unless expressly confirmed as binding. Seller shall reserve his right of ownership and copyright in relation any cost estimates, design drawings and other documents; any such documentation being prohibited from being made accessible to third parties. Seller shall be obliged to refrain from making accessible to third parties any design drawings marked as confidential by Buyer except with Buyer's express consent.

02. Scope of delivery

Seller's written confirmation of order shall be relevant in determining the scope of delivery, whereas in the absence of a timely confirmation of order, the Seller's offer shall be relevant, provided it contains a time commitment and the offer was accepted within the specified time limit. Any additional agreements and amendments shall be subject to Seller's written confirmation.

03. Prices and payment

- A) In the absence of a special agreement, prices shall apply ex-works including loading at the factory, packaging.
- B) In the absence of a special agreement, payment shall be effected on wire transfer, without any deduction or discount, free Seller's office of payment, as follows: ____down payment upon receipt of the confirmation of order, 65% subsequent amount as per LC terms at sight.
- C) Retention of payments or set-off due to Buyer's claims contested by Seller shall not be admissible.
- D) Failure to meet the target will incur interest at the bank rates then in force, including Commission for short-term loans, but at least interest equal to 7% above the bank rate then applied by the HDFC Bank Ltd. India.

04. Lead time

The lead time shall commence at dispatch of the order confirmation, albeit not before submission of the documents, permits, authorisations to be procured by the Buyer, nor before receipt of the agreed down payment.

The lead time shall be deemed observed if the delivery item has left the factory by the time of lead time expiration, or upon notification of readiness for shipping.

The lead time shall be extended by a fair and reasonable amount of time in the event Of measures related to industrial disputes, particularly strikes, festivals and lockouts, and at the occurrence of unforeseen hindrances not will fully intended by the Seller,

to the extent that such hindrances can be proven to have a considerable influence on the completion or surrender of the delivery item. The same shall apply to any of these circumstances afflicting sub-suppliers. The circumstances described above shall equally not be the Seller's responsibility, if they arise during an already existing delay. Seller shall be obliged to promptly notify Buyer of the beginning and end of such hindrances in relevant cases.

If the shipment is delayed upon the Buyer's request, the Buyer will be charged for the costs accrued during storage, beginning one month following notification of readiness for shipment; in the case of storage of the Seller's factory, however, Buyer shall be charged for at least 0.5 percent of the overall invoice amount for each month. However, even after implementation and fruitless expiration of a fair and reasonable period of time, Seller shall not be authorised to dispose of the delivery item in any other manner and deliver to the Buyer at a reasonable delayed time.

Prerequisite for observation of the lead time shall be Buyer's performance of his contractual duties.

05. Reservation of proprietary rights

The Seller reserves his right of ownership in the delivery item until he is in receipt of all payments due under the sales contract. Seller shall have the right to have the delivery items insured at the Buyer's expense against theft, breakage, damages by shipping, fire or water and any other damages unless it can be ascertained that the Buyer has already taken out such a insurance policy own his own. Buyer shall be authorised neither to pledge the goods as collateral security nor transfer its ownership by way of security. In the event of a levy of execution, legal seizure attachment, or acts decreed by third parties, Buyer shall be obliged to immediately notify the Seller. If the Buyer's behaviour is in violation of the contract, especially due to default in payment, Seller shall have the right to take back the goods after a due reminder, whereas Buyer shall be obliged to surrender the goods accordingly. Seller's assertion of his right of ownership and seizure of the delivery item shall not be construed as a reodiation of contract.

06. Miscellaneous

Should any part of these terms and conditions be or become null and void, this shall not impair The effectiveness of the other terms and conditions. An invalid term or condition must be replaced by one derived from the sense of the other terms and conditions.