



# INDO GERMAN INDUSTRIES ~ SALES OF GOODS POLICY

01. Limited Warranty. The entire item will have warranty for the period of 12-months after the delivery or 24-months from the date of placement in service whichever completed first. If item found defective in material or quality is subject to free replacement. WARRANTY IS NOT VALID IN CASE:- 1) The engine is not working as per manufacturing maintenance schedule. 2) Defects are caused by improper or reckless use. 3) Any repairs are done by persons other than INDO GERMAN INDUSTRIES. 4) Modifications of any nature are made in the part. 5) The parts are subject to normal wearing, however parts will be subject to free replacement if found defective in material. THERE ARE NO IMPLIED OR EXPRESS WARRANTIES WHICH EXTEND BEYOND THE LIMITED WARRANTY STATED ABOVE.

02. Customer's Responsibility. Responsibility for proper installation of all goods sold, machining, alignment, piping, electrical wiring and testing rests solely with the customer and/or its install in contractor(s) unless Indo German Industries assumes such responsibility in a separate writing made for that express purpose.

03. No Consequential Damages. Indo German Industries shall in no event be liable for consequential damages, such as lost revenues or profits, or contingent liabilities.

04. Warranty Determination. After receipt of the parts or components involved, Indo German Industries will perform a warranty determination to determine if the above warranty under paragraph 1 above applies.

If Indo German Industries determines its warranty applies, Indo German Industries may reimburse all inbound freight charges paid by the customer. If the warranty determination is to be performed outside Indo German Industries facility, the customer must pay Indo German Industries for all expenses for travel, lodging and labour expense in order to make a warranty determination. If Indo German Industries determines that the warranty applies, Indo German Industries will reimburse the customer for all Indo German Industries travel, lodging and labour expenses paid by the customer.

05. In no event shall Indo German Industries be liable for any damages or delays of whatsoever kind caused by strikes, acts of God, force majeure, accidents, or other events or causes which are unavoidable or beyond Indo German Industries control.

06. Indo German Industries is not responsible for material left over 365 day's by the buyer. Indo German Industries reserve the right no reimbursement to buyer and warranty under paragraph 1 above will not be applied.

07. Delivery, Payment, Return of Goods, and Security Interest. Unless otherwise agreed in writing by Indo German Industries. The customer agrees to return any goods not fully paid for upon request by Indo German Industries and grants Indo German Industries a security interest in the goods sold by Indo German Industries. Nothing in this Warranty and Terms of Sales of Goods shall be interpreted to be a waiver of any lien rights to which Indo German Industries is entitled under Maritime Union of India or other applicable law.

08. No Variance of Terms. Any provisions in a customer's order, invitation to bid, instructions or specifications which seek to vary these terms and conditions in any respect is not accepted by Indo German Industries unless it does so in a separate writing made for that express purpose. This is a fully integrated writing which sets out the complete and exclusive agreement between Indo German Industries and customer.

09. Mandatory Arbitration. Any dispute, controversy or claim arising out of or relating to Indo German Industries sale of goods, or this Warranty and Terms of Sales of Goods shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the India Arbitration Association. No mention of any lawsuit in this Warranty and Terms of Sales of Goods shall be construed to be a waiver of mandatory arbitration.

Forum Selection and Choice of Law. Any arbitration or lawsuit, including a lawsuit to enforce an arbitration award, against Indo German Industries must be brought in Rajkot, Gujarat, Indian jurisdiction only. This Warranty and Terms of Sales of Goods shall be interpreted in accordance with the laws of the State of Gujarat, India.

Time Limits. In no event shall the customer be allowed to initiate arbitration or bring a lawsuit on any cause of action against Indo German Industries: (1) the customer gives written notice fully describing the claim(s), including the remedies or damages sought, to Indo German Industries in Rajkot, Gujarat India within forty-five (45) days of the occurrence of any event which the customer believes obligates Indo German Industries to return payment or repair or replace any goods, or, if customer gave notice to Indo German Industries under paragraph 6 above, within thirty (30) days of when Indo German Industries notifies customer of the result of its warranty determination, whichever is later; and (2) the customer files the demand for arbitration or summons and complaint and serves copies upon Indo German Industries or its duly authorized agent for service of process within one year of when the cause of action accrued.

10. Legal Expenses. In any arbitration or lawsuit against Indo German Industries involving any claim or right or duty relating to sale of goods by Indo German Industries, the prevailing party shall recover reasonable legal expenses, including lawyers' fees.