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**TERMS AND CONDITIONS OF SALE (Revised October 2022)****1. AGREEMENT FORMATION**

- 1.1 **Offer:** This proposal form of Eriez Magnetic India Private Limited (hereinafter "Eriez" or the "Seller" and shall also include its parent and affiliate entities) and / or Eriez proforma invoice quote (collectively, the "Proposal") constitutes an offer for the sale of goods (the "Goods") and includes all the terms and conditions governing supply of Goods contained herein (the "Terms and Conditions").
- 1.2 "Buyer" means a party purchasing the Goods from Seller in accordance with these Terms and Conditions.
- 1.3 By agreeing to purchase Goods from Seller, Buyer confirms that the following Terms and Conditions shall apply to Buyer's purchases.
- 1.4 A Proposal from Eriez will not be binding and may be changed at any time in the sole discretion of Eriez unless Eriez accepts in writing an offer to purchase by a Buyer ("Purchase Order" or "PO"). Any amendment to an offer made by the Buyer shall not be valid unless expressly accepted by Eriez in writing.
- 1.5 **Acceptance:** Any Purchase Order or other form of acceptance issued by you (the Buyer) in response to a Proposal from Eriez shall be deemed to imply the irrevocable acceptance of these Terms and Conditions of Sale of Goods by you and result in a binding contract / agreement for the purchase of the Goods at the price quoted in the Proposal and shall be subject to these Terms and Conditions.
- 1.6 **Entire Agreement:** The Proposal and these Terms and Conditions along with any schedules and annexures attached thereto including any amendments made to them from time to time shall constitute the entire understanding and agreement (the "Agreement") between Buyer and Eriez for sale of Goods. Any prior representations or prior promises, course of dealing, course of performance, custom or trade usage will not be binding upon either party. This Agreement may not be amended or modified except such modifications are in writing and executed by both parties.

**2. TERMS:**

- 2.1 These Terms and Conditions govern the supply of Goods and related services as detailed in Proposal shared by Eriez and is valid for acceptance for 15 days after its issue date, unless Eriez has expressly stated a different period or withdraws it earlier.
- 2.2 The Buyer may provide the Purchase Order in acceptance to the Proposal of Eriez detailing the scope of supply of Goods, quantity, price, delivery site and delivery schedule which requires to be issued in the name of "Eriez Magnetics India Pvt. Ltd.". A PO must be in writing and will have no effect until acknowledged and accepted by Eriez in writing as provided in Section 1.4 above. Buyer specifically agrees that the issuance of a PO to Eriez implies its irrevocable acceptance to the Terms and Conditions as laid out in this document. If there are any conflicts, discrepancies, or ambiguities, between the terms of Agreement and PO or any other documents issued by Buyer, the terms of the Agreement shall prevail and have precedence over the PO.
- 2.3 In the event, Eriez proposes to revise/modify any terms of the PO, Eriez shall within 5 business days from the date of receipt of PO, furnish the revised PO to the Buyer or communicate the desired amendments for Buyer's acceptance ("Revised PO"), which shall be provided by the Buyer no later than 5 business days from the date of receipt of Revised PO. Once the Revised PO is accepted by Buyer in writing, Eriez shall finally communicate its decision to accept or reject the PO in writing within 2 business days from date of receipt of Buyer's acceptance to the Revised PO ("Order Acceptance"). In the event, Eriez does not have any revisions/additions to propose with respect to a PO, Eriez shall provide Order Acceptance within 2 business days from the date of receipt of PO.
- 2.4 Buyer shall assume all risks and shall pay all charges applicable to cancellation or modification of any PO which has been accepted by Eriez in writing. The acknowledgement of receipt of a PO is not considered as an acceptance of the same.
- 2.5 For avoidance of doubt, it is clarified that if the PO is split into various components (in terms of delivery, timelines etc.), these Terms and Conditions shall apply to all parts of the PO separately.
- 2.6 All communications must state the Buyer's PO number and Eriez's Proposal/ quotation number.
- 2.7 Technical specifications shall be shared separately and shall form part of these Terms and Conditions. Any additions or alterations to these Terms and Conditions shall bind parties only if it is agreed in writing specifically stating that it is a modification of these Terms and Conditions.

**3. PAYMENT OF PURCHASE PRICE; SECURITY INTEREST**

- 3.1 The purchase price of the Goods shall be the purchase price set forth in the Proposal. Buyer shall pay the purchase price in Indian Rupees (INR) or such other currency as specified in the Proposal, without any deduction for claims and set-offs on account of this Agreement or any other matter between the parties. Payment by the Buyer shall be made in accordance with the payment schedule set forth in the Proposal. In no event, the payment of purchase price shall be contingent upon installation or upon any acceptance or field tests, if any. If a payment is delayed beyond the date on which it is due, interest shall accrue and be payable by Buyer on the unpaid balance at a rate of 1% per month.
- 3.2 All duties, taxes including GST and other Government levies quoted are as per the current applicable rates. However, the rates prevailing at the time of dispatch shall be charged on the basic price quoted and shall be payable by the Buyer in addition to the purchase price.

**4. BUYER'S OBLIGATIONS:**

- 4.1 Buyer must in a timely manner supply the information, documents, and instructions which Eriez requests or demands to proceed with its contractual obligations. Buyer is responsible for the accuracy and completeness of all information it provides.
- 4.2 It is duty of the Buyer to specify the delivery location / site of the Goods.
- 4.3 If the acts or omissions of Buyer, cause any delay or prevent Eriez from performing duty under this Agreement or Terms and Conditions or increase Eriez's costs, delivery time shall accordingly stand extended, and the Buyer is under an obligation to compensate Eriez accordingly.
- 4.4 Storage and security of Goods on receipt at the Buyer specified location shall be the Buyer's sole responsibility.
- 4.5 Goods unloading and further transportation from delivery location to Buyer's desired site shall be at Buyer's sole cost and responsibility.

**5. DELIVERY**

- 5.1 The Goods shall be delivered to the Buyer, or any agent designated by Buyer at the place stipulated for delivery in the PO, in accordance with the delivery schedule provided by Eriez in the Proposal, or otherwise agreed between the parties in writing.  
Any time or date stated for delivery is an estimate only and the Seller shall not be liable for failure to deliver at the specified time or on the specified date, nor shall such failure on the part of the Seller be deemed to be a breach of the Agreement or these Terms and Conditions or part thereof. Buyer shall not invoke any late delivery in order to cancel the sale, reject the Goods or claim any compensation or liquidated damages unless the delay in delivery is solely due to reasons attributable to Seller.
- 5.2 **Delay in delivery of shipment due to Buyer:** In any event if delivery or shipment of Goods is delayed due to reasons attributable to the Buyer or its agents, such delay shall not waive or deemed as a waiver of the obligation of Buyer to make payments under this Agreement, and the entire payments as provided in the Proposal, shall be made as if there was no delay in delivery or shipment, unless anything to the contrary is agreed between the parties in writing. Notwithstanding any provisions of the payment schedule set forth in the Proposal to the contrary, if delivery or shipment is delayed due to reasons attributable to the Buyer, payment in full shall, in any event, be due no later than thirty (30) days from the date that Eriez notifies Buyer that the Goods are ready for delivery or shipment, whichever is the earlier.  
In case of such delay by Buyer, Eriez shall have the right to arrange for storage for the Goods at Buyer's sole expense. In such event, risk of loss to the Goods shall pass to Buyer upon placing the Goods in storage, unless risk of loss has already passed to the Buyer pursuant to the delivery terms applicable to this Agreement, or as specified in the Proposal, in which case risk of loss shall remain with the Buyer.
- 5.3 **Delay Generally:** Eriez shall not be responsible to the Buyer or any third party for any damages resulting from any failure or delay in manufacturing or shipping due to any cause beyond Eriez's reasonable control, including, but not limited to Force Majeure Events (defined herein below) and/or delays caused by Buyer and/or Buyer's failure to perform its obligations under this Agreement, including (but not limited to) the failure of Buyer to (a) timely approve drawings, (b) issue notices to proceed, if applicable, and/or (c) perform any other acts required of the Buyer under this Agreement. The time for performance by Eriez under this Agreement shall be extended by the length of any such delays, plus such additional time as may reasonably be necessary to re-mobilize and re-commence performance of this Agreement.
- 5.4 **Separate Transaction:** Every shipment of Goods shall constitute a separate and independent transaction and Seller may recover the invoice amount for each such shipment without reference to any other shipment. If Buyer is in default with respect to any Terms or Conditions herein set forth, then, in addition to any other legal remedy available to Seller, Seller may, at its option, defer further shipments hereunder until such default is remedied, or Seller may decline further performance.

**6. TRANSFER OF TITLE:**

- 6.1 The risks in the Product shall pass to Buyer upon Delivery and as provided in Section 5 herein.
- 6.2 Buyer hereby agrees that, no title in the Goods shall pass from Seller to Buyer until Seller has received payment in full for such Goods and all additional debts and charges owing to Seller in respect of this transaction between the parties. The Buyer acknowledges that until the payments in lieu of the Goods have been received by the Seller and the Goods have been delivered to the Buyer, the Seller shall be regarded as an "unpaid seller" as per the Sale of Goods Act, 1930 ("Act"), therefore, the Seller in addition to the right to recover the Goods from the Buyer shall have the right to:
  - a lien on the Goods for the price while Seller is in possession of them;
  - in case of the insolvency of the buyer a right of stopping the Goods in transit after Seller has parted with the possession of them; and
  - a right of re-sale as limited by the Act, without any protest and demur by the Buyer.If Goods have been used by the Buyer, Seller has the right to claim and recover purchase price from the Buyer for the Product along with interest.
- 6.3 In addition to the above, if Buyer has not made the payments in lieu of the Goods within the due date stipulated in the Proposal, or in the event the Buyer has been declared insolvent before delivery of Goods, Seller shall retain the possession of the Goods and shall have the right to deal with it in manner it deems fit and proper.
- 6.4 Unless expressly noted in the Proposal, title in the Goods shall pass to the Buyer only upon receipt of full payment by Seller. Further, Eriez has the right to retain title in the Goods (irrespective of whether the payment for such Goods has been made), if the Buyer is in arrears with respect to any obligation in favour of Eriez.
- 6.5 All drawings, techniques, special tooling, improvements, inventions, and all intellectual property made or acquired by Eriez in course of its business or in the fulfillment of any order (including but not limited to a PO) shall continue to belong to Eriez exclusively, regardless of whether separate items of price appear in the quotation for engineering or tooling under the Proposal. All drawings, process descriptions or tooling furnished by Eriez shall remain its sole and exclusive property.
- 6.6 Eriez reserves its Intellectual Property Rights in the Goods. Buyer may only copy documentation (with its copyright notices unchanged) as needed to install, commission, operate, re-calibrate, de-install, maintain and repair the Goods for its reasonable internal business purposes.
- 6.7 **No license or sale of Intellectual Property Rights.** Except as otherwise expressly set forth in this Section, the sale of the Goods to the Buyer does not grant to convey to or confer upon Buyer a license or any other rights, express or implied, under any patent, copyright, or other Intellectual Property Rights of Eriez encompassed within, covering, or relating to the Goods. All such Intellectual Property Rights shall remain the property of Eriez. To the extent that any intellectual property of Eriez (whether in the form of drawings, maintenance manuals, operational manuals, or otherwise) is disclosed or otherwise made available by Eriez to the Buyer in conjunction with the sale of the Goods to the Buyer, Buyer shall have a limited, fully paid up, irrevocable, non-exclusive license to use such Intellectual Property Rights solely for the purpose of properly operating and maintaining the Goods. The Buyer shall not have the right to use such Intellectual Property Rights for any other purposes, including (without limitation) the replication of the Goods or parts thereof. The Buyer shall not: (1) disclose such intellectual property to any third party; or (2) sub-license such intellectual property to any third party.
- 6.8 For the purpose of these Terms and Conditions, "Intellectual Property Rights" means any licenses, permissions, or agreements from licensors of any goods, processes, methods, systems, proprietary information, patents, designs, franchises, trademark rights, technology, know-how, trade secrets, data bases, industrial processes, source codes, copyrights and any other intellectual and industrial property rights subsisting or recognized under applicable laws of Eriez Magnetic India Private Limited, its affiliates or parent entity.

**7. INDEMNITY:**

- 7.1 The Buyer at its sole cost shall protect, indemnify and hold Eriez, its directors, employees, parent, subsidiaries, affiliates, partners, officers, agents, contractors, licensors, service providers, subcontractors, and suppliers harmless against any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of Buyer's breach of these Terms and Conditions, Proposal or any violation by Buyer or its affiliates, agent, sub-contractor, and employees of any applicable law or the rights of a third-party.
- 7.2 Buyer agrees that this is a customized order and the Goods will be manufactured as per the technical specifications / designs provided by the Buyer under the PO or any process is to be applied to the Goods by the Seller in accordance with a technical specifications submitted by the Buyer, and the Buyer agrees to indemnify the Seller its directors, employees, parent, subsidiaries, affiliates, partners, officers, agents, contractors, licensors, service providers, subcontractors, and suppliers against all claims, loss, damages, costs (including reasonable attorneys' fees), demand and expenses arising out of or in relation to infringement of any patent, copyright, design, trademark or other industrial or intellectual property rights of any other person which results from the commercial usage of Goods, or Seller's use and application of the technical specifications submitted by the Buyer.

**8. INSURANCE:**

Unless otherwise agreed between the parties, Eriez will not dispatch its Goods with transit insurance risk coverage. Eriez's responsibility ceases as the consignment of Goods is handed over at the delivery location specified by the Buyer under the PO. Eriez will not be responsible after entrusting the consignment at the delivery location. If the Goods are dispatched on "TO PAY" basis the same shall be noted expressly in the dispatch documents and the insurance during such transit and at the delivery location shall be Buyer's responsibility.

**9. CANCELLATION WITHOUT CAUSE:**

- 9.1 This is a customized order, and the Goods are manufactured only at sole request of the Buyer and therefore in the event of the PO or any acceptance of the Proposal being cancelled by the Buyer without any cause or default by Seller, the advance payment(s) paid by the Buyer shall be forfeited without any notice and shall not be refunded.
- 9.2 Additionally, the Buyer shall be liable for payment of anticipated profits or revenue or other economic loss ("Reimbursement") for undelivered Goods, caused due to cancellation of Agreement or PO by the Buyer, in accordance with the Cancellation Fee schedule provided in Seller's Proposal. Where a Cancellation Fee schedule is not provided in the Proposal, the Reimbursement to Seller shall also include without limitation costs of materials and direct labor expended by Seller in reasonable anticipation of its fulfillment of the cancelled PO which are not recoverable by Seller, along with the Seller's anticipated profits which is proportional to the completion of the Goods.
- 9.3 Seller shall provide in writing ("Reimbursement Invoice") the amount of Reimbursement to be paid by the Buyer within 10 business days from the date of cancellation by Buyer. The Buyer shall be required to pay to the Seller the Reimbursement within 30 business days from the date of receipt of Reimbursement Invoice.

**10. WARRANTY:**

- 10.1 **Limited Warranty:** Unless stated otherwise in the Proposal, Eriez warrants that the Goods to be reasonably free from defects in workmanship or materials, while subjected to normal usage for a period of 18 months from the date of delivery as per the applicable INCOTERMS or 12 months from the date of installation whichever is earlier ("Warranty Period"). During the Warranty Period, Eriez will repair or replace at its sole discretion defective parts and/or the Goods free of charge, provided the Goods were used as intended, and were maintained properly.



- 10.2 Eriez's obligations under this limited warranty are conditioned upon Eriez receiving written notice of any defects no later than the expiration of the applicable warranty period.
- 10.3 The Buyer should provide notice of defect immediately upon discovery and the defective Goods must be kept 'as-is' till the same is inspected by Eriez. Upon inspection and confirmation that the defect is due to workmanship or materials, Eriez shall repair or replace the same in reasonable time. The remedies of repair or replacement mentioned above are the sole and exclusive remedies available to the Buyer for the Goods. To the maximum extent permissible under applicable law and except as provided in Section 11.1. in no event shall Eriez be liable for any other damages, including without limitation, consequential, incidental, or special damages, damages to persons, property, equipment, goods, lost profits, goodwill, or reputation, arising under this quotation and supply. Without prejudice to the above, if such a liability arises, then the liability will be limited to the purchase price as set out in Proposal. Buyer assumes all risk and liability for all loss, damage or injury to person or property, including without limitation pollution, environmental damage, and restoration liability, resulting from (i) the use of said Goods in manufacturing processes or in combination with other substances, or otherwise and (ii) the handling and disposal of the Goods.
- 10.4 In any case i.e., during or after the Warranty Period, Buyer shall be solely responsible for bearing the cost towards travel and accommodation charges with respect to the technical personnel of the Seller made available to provide repair or replacement of the Goods at Buyer's site. Buyer shall be solely responsible for making the Goods available to the technical personnel of the Seller for carrying out inspection and repair works.
- 10.5 In the event, the repair services are being carried out at the Seller's site after the Warranty Period, Buyer shall be solely responsible for delivery of the Goods to the Seller's site along with any repair or replacement cost.
- 10.6 Parties shall mutually decide and agree based on the Goods if repair of the Goods are to be carried out at Buyer's site or Seller's site.
- 10.7 **Alteration; Abuse:** The limited warranty set forth in this Section 10 shall be void with respect to Goods which have been: (1) altered by Buyer or any third party; (2) repaired by other than Eriez personnel or an Eriez approved contractor; (3) subjected to misuse, abuse, neglect, or accident; or (4) damaged by improper installation or application.
- 10.8 **Exclusions:** The limited warranty set forth in this Section 10 shall not apply to, and no warranty is given with respect to: (1) parts, accessories or components manufactured by others, including, but not limited to, belts, springs, and electrical components; (2) bearings and motors; (3) wear liners; (4) reducers; (5) corrosion, unless due to workmanship defect, and (6) the functionality of software
- 10.9 **Exclusive Warranty:** THE WARRANTY SET FORTH IN SECTION 11 BELOW, WITH RESPECT TO PATENT INFRINGEMENT AND TITLE, AND THE LIMITED WARRANTY SET FORTH IN THIS SECTION 10, ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY ERIEZ WITH RESPECT TO THE GOODS AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, BOTH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED.
11. **PATENT INFRINGEMENT:**
- 11.1 **Warranty:** Eriez warrants that the Goods, and any part of the Goods which are manufactured solely as per Eriez's design, shall be delivered free of any rightful claim of infringement of any patents in effect in the location at which the Goods are to be installed, as set forth in the Agreement.
- 11.2 **Obligation to Defend:** Upon prompt written notification by Buyer of any claim of patent infringement, Eriez shall defend or settle any claim of patent infringement at Eriez's sole cost and expense. Buyer shall provide any information and assistance requested by Eriez in providing such defense.
- 11.3 **Remedies:** Eriez shall pay all damages and costs awarded against Buyer incurred as a result of a breach of the warranty contained in this Section 11. In the event that the use of the Goods or parts is enjoined or in the event Eriez decides to defend or settle a claim of patent infringement, Eriez shall at its sole expense and option, either: (1) procure for the Buyer the right to continue using such Goods or parts; (2) replace the Goods or parts so that they are non-infringing; or (3) remove the Goods or parts and refund the purchase price, less reasonable depreciation for any period of use. The remedies set forth in this Section 11.3 shall constitute the sole and exclusive remedies of the Buyer in the event of a breach of the warranties contained in this Section 11.
- 11.4 **Exclusions:** The warranty set forth in this Section 11 shall not apply to: (1) any Goods or parts specified by Buyer or manufactured as per Buyer's design; (2) any Goods or parts altered or modified by Buyer; or (3) the use of any Goods in conjunction with any other product, not manufactured by Eriez. With respect to the Goods described in this Section 11.4, Eriez assumes no liability for patent infringement and Buyer shall defend, indemnify, and hold Eriez harmless from any claims, liability, damages, or expenses, including reasonable attorneys' fees, as a result of any patent infringement claims arising therefrom.
12. **LIMITATION OF DAMAGES:**
- 12.1 **Exclusion of Certain Damages:** In no event shall Eriez or Eriez's employees, officers, directors, representatives, affiliates, shareholders, owners and/or agents be liable for consequential, incidental, indirect or punitive damages incurred by Buyer or any third party in connection with any matter arising out of or relating to this Agreement, or the breach thereof, regardless of whether such damages are characterized as arising out of breach of warranty, tort, contract, strict liability, statutory liability, indemnity or otherwise. Such limitations shall apply regardless of whether Eriez has been advised or otherwise made aware of the possibility of such damages arising. For purposes of this Section 12.1, consequential damages include, but are not limited to: (1) Buyer's lost production, sales and/or profits; (2) Buyer's loss of use of the Goods and/or any other equipment; (3) Buyer's cost of capital; or (4) any claims of Buyers of the Buyer against Buyer or Eriez.
- 12.2 **Limitation on Amount:** Notwithstanding any other provision of this Agreement, the aggregate, total liability, in the aggregate, of Eriez and Eriez's employees, officers, directors, representatives, affiliates and agents to Buyer or any third party claiming through or under Buyer for any claims, losses, damages, or costs arising out of or relating to this Agreement, or the breach thereof, shall not exceed the total consideration received by Eriez from Buyer under this Agreement. This Section 12.2 shall apply regardless of whether the claim is characterized as arising out of breach of warranty, contract, tort, strict liability, statutory liability, indemnity or otherwise.
13. **TERMINATION:**
- 13.1 **Termination for Default:** Eriez shall have the right to terminate this Agreement if Buyer: (a) becomes insolvent; (b) is unable to meet its obligations as they become due or admits such in writing; (c) adjudged bankrupt or any liquidation proceeding is initiated against the Buyer; (d) fails to timely make payments under this Agreement or under any other obligation of Buyer to Eriez; (e) fails to provide Eriez with adequate assurance of due performance within fifteen (15) days of Buyer's receipt of Eriez's written demand thereafter; and/or (f) Buyer defaults on any other obligations of the Buyer under this Agreement and Buyer fails to cure such defaults within ten (10) days of receiving written notice from Eriez requesting the cure of such default.
- 13.2 Eriez may (a) forthwith terminate the Agreement where it reasonably believes that the Buyer's actions or omissions have prejudicially affected the reputation of Eriez; or (b) terminate the Agreement by giving a 1 (one) months' notice in writing to the Buyer.
- 13.3 Eriez shall also have the right, but not the obligation, to suspend performance under this Agreement upon the occurrence of any of the foregoing defaults and to demand cure thereof by the Buyer. In the event that Eriez opts to suspend performance and the Buyer thereafter cures any such default, the time for performance by Eriez under this Agreement shall be extended by the length of the suspension plus such additional time as may reasonably be necessary to re-mobilize and re-commence performance of this Agreement. The exercise of the right to suspend performance upon a default by Buyer shall not be considered an election of remedies or as otherwise restricting Eriez's right to terminate this Agreement at any time upon default by the Buyer.
- 13.4 **Remedies:** The remedies specified in Section 13, above, are not exclusive, and Eriez shall be entitled to exercise any other remedies which may be available to Eriez under this Agreement or applicable law, including (but not limited to) the recovery of any damages incurred by Eriez as a result of the default of the Buyer, regardless of whether the default is subsequently caused by Buyer. Such damages include, but are not limited to, any de-mobilization and re-mobilization costs incurred by Eriez.
- 13.5 Upon termination of this Agreement as per this Section 13: (i) the Buyer shall not be liable to accept delivery of Goods by Eriez; (ii) the Buyer shall forthwith make any pending payments for any part delivery of Goods made by Eriez and accepted by the Buyer after deduction of any amounts in accordance with the terms of this Agreement, (iii) Seller shall deliver the Goods to the Buyer for which PO was raised before termination, subject to payments being made by the Buyer and (iv) Seller shall not be liable to refund any advance received from Buyer and the same shall be regarded as compensation towards manufacturing and labour cost incurred by the Seller in performance of its obligation under a PO
14. **OTHER PROVISIONS**
- 14.1 **Force Majeure**  
Eriez shall not be liable for non-performance or delay due to unforeseen circumstances or causes beyond its reasonable control, including acts of God; war; armed conflict; terrorism; fire; flood; accident; weather; failure or interruption of public and private computer or telecommunication systems, networks, and infrastructure; cyberattacks; sabotage; epidemic, pandemic, strikes or labor disputes; civil disturbances or riots; governmental decisions, restrictions, changes in law; unavailability of or delays in transport; or shortage of materials or parts (each a "Force Majeure Event").
- 14.2 **No Nuclear Use**  
The Goods which are the subject of this Agreement shall not be used by Buyer or any third party in any nuclear installation or for the processing, handling, movement and/or storage of nuclear material. If any such use occurs, Seller disclaims all liability for any damages, injury or contamination relating to or arising out of such use. Buyer shall defend, indemnify, and hold Seller harmless from any such liability, regardless of whether the claim is characterized as arising out of breach of warranty, contract, tort, strict liability, statutory liability, indemnity or otherwise.
- 14.3 **Governing Law**  
The terms of the quotation, Proposal, PO, Terms and Conditions and this Agreement shall be governed by and construed in accordance with the laws of India.
- 14.4 **Jurisdiction**  
The parties agree to submit to the exclusive jurisdiction of the courts at Chennai, Tamil Nadu for any relief as regards to any injunctive relief, specific performance, losses or claims or matter arising in relation to this Agreement, including any other relief under applicable laws available to the parties.
- 14.5 **Arbitration**  
(i) The obligations of the parties under this Agreement shall not be affected in any manner by reason of inter-se disputes amongst the parties.  
(ii) All disputes shall be resolved by arbitration under the Arbitration and Conciliation Act, 1996.  
(iii) The arbitration tribunal shall consist of a sole arbitrator appointed mutually by the parties.  
(iv) The place of arbitration shall be Chennai, Tamil Nadu and the language of the arbitration shall be English.  
(v) The arbitrator's award shall be substantiated in writing and the award shall be enforceable in any court having jurisdiction, subject to the applicable laws.  
(vi) Notwithstanding the existence of any dispute pending adjudication before the arbitration tribunal or any court, and save as the arbitration tribunal or court may otherwise direct by a final or interim order, the parties shall continue to perform their respective obligations (which are not in dispute) under this Agreement.
- 14.6 **Anti-bribery**  
Buyer will not engage in any activity that exposes Eriez and its affiliates to a risk of penalties under applicable anti-corruption and anti-bribery laws in India.  
The Buyer shall not pay any fee, commission, rebate, bribe, or anything of value to or for the benefit of any employee of Eriez for the purpose of obtaining, retaining, or directing business, securing any improper advantage in the conduct of business/services, or inducing the improper performance of business-related function. The Buyer shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Eriez's best interests. This obligation shall apply to the activities of the Buyer, its sub-contractors as well as their employees and agents.
- 14.7 **No Third-Party Beneficiaries**  
There are no third-party beneficiaries with respect to this Agreement between the Buyer and Seller, including (but not limited to) any customers of the Buyer or any affiliates of the Buyer.
- 14.8 **Recovery of Expenses**  
Seller shall be entitled to recover from Buyer all costs and expenses (including, but not limited to, reasonable attorney's fees) which are incurred by Seller in enforcing its rights under this Agreement, including, but not limited to, the recovery of any amounts owed by Buyer to Seller under this Agreement.
- 14.9 **Entire Understanding**  
The Proposal and Terms and Conditions represent the entire understanding between Eriez and the Buyer in relation to supply of Goods and supersedes all prior understanding in the subject matter oral or written.
- 14.10 **Severability**  
In the event of one or more of the sections of the Proposal and the Terms and Conditions being subsequently declared void or invalid for change of law or for any reason, the invalidity or unenforceability of such provisions shall not affect the validity or enforceability of other provisions which can be clearly separated or disjointed. In case the sections declared void or invalid are material to the operation of the terms of the Proposal and the Terms and Conditions, the parties shall negotiate in good faith such provisions to replace the sections declared void or invalid.
- 14.11 **NO WAIVER:**  
No waiver of any of the provisions of the Proposal and the Terms and Conditions or breach thereof shall operate or be construed as a waiver of any other or subsequent breach hereunder.
- 14.12 **INDEPENDENT PARTIES:**  
The relationship contemplated shall not be interpreted or construed to create an association, joint venture, employer-employee or partnership or agency or any such other relationship between the parties or to impose any partnership obligation or liability upon either party and neither party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other party.
- 14.13 **ASSIGNMENT**  
The Buyer may not, without prior written consent of Eriez, assign or otherwise transfer to a third party the benefits or obligations resulting from this Agreement or in connection therewith, in whole or in part. The Agreement shall be binding and shall inure to the benefit of the legal successor of either party hereto.
- 14.14 **NOTICES**  
All notices that are required to be given pursuant to this Agreement shall be sent by registered post with acknowledgement due to the address of the parties mentioned in the Proposal. Any change in the address of one party shall be duly notified to the other party.
- 14.15 **HEADINGS**  
The subject heading of the Sections is included for the purposes of convenience only and shall not affect the construction or the interpretation of any of the provisions hereof.
- 14.16 **AMENDMENTS**  
No modification or amendment of any of the provisions of the Agreement shall be binding upon either party unless made in writing and signed by the duly authorized representatives of both the parties hereto.