



The Chemical Company

General terms and conditions of sale of all BASF Group Companies in India
("the Company")

1. Scope of Application

- a) The General Terms and Conditions of the Company from which the Buyer is placing his/their Orders shall apply to all orders for products placed by the Buyer through the website, should the order be accepted by the Company. By placing the order(s) through the website, the Buyer agrees to be bound by and accept such General Terms and Conditions of Sale. These General Terms and Conditions shall apply unless (i) the Buyer has signed a separate agreement with the Company, in which case such agreement shall govern; or (ii) otherwise informed by the Company to the Buyer prior to Company's acceptance of their order.

The Buyer shall be informed of Company's acceptance, if any, of their Order(s).

Neither the placement of any Order(s) through the website nor the Company's acknowledgement of receipt the Order(s) shall constitute or be deemed to constitute an acceptance by the Company of the Buyer's Order(s).

The Company reserves the right to amend these General Terms and Conditions without notice from time to time at its sole discretion.

- b) All supplies and services associated with such supplies shall be provided exclusively on the basis of these General Terms and Conditions of Sale. Any references made by the Buyer to his general terms and conditions are hereby rejected. The Company's General Terms and Conditions of Sale shall also apply to all future business. Deviation from these General Terms and Conditions require the explicit written approval of the Company.

2. Offer and Acceptance

Quotations given by the Company are not binding offers but must be seen as invitations to the Buyer to submit a binding offer. The Contract hereunder is concluded by the Buyer's Order (offer) and the Company's Acceptance thereof. The Product price and other terms, if any, will be conveyed by the Company while accepting the offer. In case the Company's terms of acceptance differs from the Buyer's offer, such acceptance constitutes a new non-binding offer of the Company awaiting the Buyer's Acceptance.

3. Product quality

Unless otherwise agreed, the quality of the goods is determined by the Company's product specifications. The properties of specimens and samples are binding only insofar as they have been explicitly agreed to define the quality of goods.

4. Advice

Any advice rendered by the Company is given to the best of its knowledge. However, the Company shall not be held liable or responsible for any losses/damages that may arise due to such advice provided by it. Any advice and information with respect to suitability and application of the goods shall not relieve the Buyer from its responsibility of undertaking their own investigations and tests.

5. Prices

If Company's prices or Company's terms of payment are altered between the date of contract and despatch, the Company may apply the price or the terms of payment in effect on the date of despatch. In the event of a price increase, the Buyer is entitled to withdraw from the contract by giving notice to the Company within 14 days after notification of such price increase.

6. Delivery

Delivery shall be effected as may be agreed in the contract.

7. Damage in Transit

Notice of claims arising out of damage in transit must be lodged by the Buyer with the Company and the carrier within 3 days from the date of receipt of goods.

8. Compliance with legal requirements

Unless specifically agreed otherwise, the Buyer is responsible for compliance with all laws and regulations regarding purchase, transport, storage and use of the goods.

9. Delays in Payment

- a) Failure to pay the purchase price to the Company by the due date constitutes a fundamental breach of the contractual obligations.
- b) In the event of a default in payment by the Buyer, the Company is entitled to charge interest on the amount outstanding at the rate of 8

percentage points above the prime lending rate announced by the Company's bankers, at the time payment is due.

10. Buyer's rights regarding defective goods

- a) The Company must be notified of any defect/s discovered during routine inspection within one week of receipt of the goods; other defects must be notified within two weeks after they are discovered. Notification must be in writing and must precisely describe the nature and extent of the defect/s.
- b) If the goods are defective and the Buyer has duly notified the Company in accordance with item 10 (a), the Buyer has his statutory rights, provided that;
 - (i) The Company has the right to choose whether to remedy the defect/s or supply the Buyer with non-defective replacement goods.
 - (ii) The Company may make one attempt in terms of (b)(i) above. Should this fail or be unacceptable to the Buyer, the Buyer may either withdraw from the contract or claim a reduction in the purchase price.
 - (iii) With regard to claims for compensation and reimbursement of expenses on a defect, item 11 applies.
- c) The Buyer's claim on the Company for defective goods must be notified to the Company not later than 6 months from the receipt of the said goods.

11. Liability

The Liability of the Company, if any, shall be strictly limited to the purchase price of the products. The Company shall not be responsible for indirect and / or consequential loss or damage that may be suffered by the Buyer.

12. Set off

The Buyer may only set off claims from the Company against an undisputed or adjudicated counterclaim.

13. Security

If there are reasonable doubts as to the Buyer's ability to pay, especially if payments are in arrears, the Company may, subject to further claims, revoke the credit period/s and make further deliveries dependent on advance payments or other security.

14. Retention of Title

- a) The goods shall remain the property of the Company until the purchase price has been paid in full.

- b) The Company may reclaim the goods on account of the retention of title even if the Buyer has not yet withdrawn from the contract.

15. Force Majeure

Any incident or circumstances beyond the control of the Company, 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 Company from its obligations under this contract to the extent the Company is prevented from performing such obligations. The same applies to the extent such incident or circumstance renders the contractual performance commercially useless for the parties over a long period or occurs with the suppliers of the Company. If the aforementioned occurrences last for a period of more than 3 months, the Company is entitled to withdraw from the contract without any right for compensation to the Buyer.

16. Place of Payment

The place of payments shall be the Company's place of business.

17. Communication

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. The modes of transmission of communication include, but are not limited to, Registered Post, Courier, facsimile and email.

18. Data transmission

Buyer acknowledges that data, including e-mail, electronic communications and personal financial data, may be accessed by unauthorized third parties when communicated between Buyer and the Company using the Internet, other network communications facilities, telephone or any other electronic means. Buyer agrees to use software produced by third parties, including, but not limited to, "browser" software that supports data security protocols compatible with the protocols used by the Company. The Company is not responsible for notifying Buyer of any upgrades, fixes, enhancements or any other changes to any such software or for any compromise of data transmitted across computer networks or telecommunication facilities including, but not limited to, the Internet.

19. Jurisdiction

Any dispute arising out of or in connection with this contract shall be heard, at the Company's option, in the appropriate Courts at Mumbai only.

20. Applicable Law & language

This contractual relation shall be governed by the prevailing laws of India and all communications between the Company and the Buyer shall be in English.