1. PRICING AND PAYMENT: Product availability and pricing are subject to change without notice. The purchase price for SI Group products shall be the SI Group price in effect at the time of shipment. Payment terms are not thirty (30) days from the invoice date. Payment shall be made by electronic funds transfer to the account designated by SI Group. Should any amount owing by the Buyer be past due, SI Group may, without prejudice to its other remedies, withhold further shipments or deliveries to the Buyer until all indebtedness has been fully paid. SI Group may accelerate the entire amount of any account and/or charge interest at the maximum rate permitted by law.

2. ADDITIONAL CHARGES: Any additional freight costs, insurance, duties, taxes, storage, handling charges or other transportation costs not specifically provided for will be for the Buyer's account. If for any reason SI Group should be prevented from making changes in price, freight terms, and/or terms of payment hereunder, or continuing a price, freight term, and/or term of payment already in effect, by law, governmental decree, order or regulation, SI Group may terminate the agreement upon thirty (30) days' prior written notice to Buyer.

3. LIMITED WARRANTY AND DISCLAIMER: SI Group warrants that the products supplied to Buyer conform to SI Group's internal specifications for such products at the time of manufacture, unless other specifications have been agreed with Buyer in writing. THIS IS BUYER’S EXCLUSIVE WARRANTY. SI GROUP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This warranty and disclaimer apply regardless of whether the product is used singly or in conjunction with other substances or in any process. In the event of any claim in respect of which any such claim is made, SI Group will, at its option, either replace the defective products or refund an equitable portion of the purchase price. THIS IS BUYER’S EXCLUSIVE REMEDY.

4. LIMITATION OF REMEDY: Regardless of the circumstances, SI Group's total liability to Buyer for any and all claims, losses, or damages arising out of any cause whatsoever, whether based in contract, negligence or other tort, strict liability, breach of warranty or otherwise, shall in no event exceed the purchase price of the products in respect to which such claim arises.

5. FORCE MAJEURE: Should SI Group be prevented from making changes in price, freight terms, and/or terms of payment hereunder, or continuing a price, freight term, and/or term of payment already in effect, by law, governmental decree, order or regulation, SI Group may terminate the agreement upon thirty (30) days' prior written notice to Buyer.

6. TITLE TRANSFER: Unless otherwise agreed, all product shipments are made FCA SI Group's plant (Incoterms 2010). If CPT, CIP, CFR or CIF delivery terms are used and only one location is specified, then such location shall be the destination to which SI Group must contract for carriage, while the delivery point at which risk of loss transfers to Buyer shall be the first carrier (or vessel for sea or inland waterway transport) onto which SI Group loads the products. SI Group may deliver against the Buyer's order an excess or deficiency of up to ten (10) percent of the weight or volume ordered, the Buyer to pay for the amount actually delivered. Title to all products shall pass from SI Group to Buyer at the same point that risk of damage to products passes to Buyer in accordance with the applicable delivery term.

7. DAMAGE IN DELIVERY OR IN TRANSIT: No claim for any loss or damage caused by or suffered as a result of non-delivery or late delivery of a portion of a shipment or damage in transit will be entertained unless a separate notice in writing is given to the carrier and SI Group within three (3) days of delivery, and a complete claim in writing is made to SI Group within five (5) days of receipt of the products. In the case of non-delivery of a whole shipment, notice in writing must be given to the carrier and SI Group within ten (10) days of the date of dispatch. If products are accepted without being checked, the carrier's delivery book must be signed “not examined”, in which case the products shall be deemed unconditionally accepted unless Buyer gives written notification to SI Group within the aforesaid three (3) day period. The products in respect of which any such claim is made shall be preserved intact as delivered for a period of fourteen (14) days from notification of the claim, within which time SI Group and the carrier shall have the right to attend at Buyer's works to investigate the complaint. Any breach of this condition shall not entitle Buyer to any allowance in respect of the claim.

8. NOTIFICATION OF DEFECT: SI Group must be notified in writing by Buyer of any product defects, non-conformity or otherwise, within ten (10) days from date of delivery of goods to Buyer. Failure to so notify SI Group will constitute unqualified acceptance.

9. FORCE MAJEURE: SI Group shall not be liable for any failure to fulfill any terms or conditions hereof if such failure is a result of factors beyond SI Group's reasonable control including, without limitation, any Act of God, fire, strike, lockout, riot, flood, epidemic, shortage of labor, shortage of, or inability to obtain, raw materials, fuel, equipment, or utilities, shortage of transportation, critical component failure, terrorism, foreign or domestic wars or hostilities, arrests or restraints, embargoes or other import or export restrictions, action of any government, accidents of the seas, canals or river or navigation of vessels of whatever nature even when occasioned by neglect or default of the party in default, of the pilot, mariners or other seamen, or from any other similar or different cause beyond SI Group's reasonable control. During the pendency of any force majeure event, SI Group's obligations will be suspended and SI Group will have the right to omit or postpone a portion of the quantity of the order for delivery hereunder. If the force majeure event continues for ninety (90) consecutive days, SI Group may terminate the agreement on written notice to the Buyer without liability.

10. ENVIRONMENTAL REGULATION: Buyer shall properly manage and dispose of all wastes and residuals arising from Buyer's use of materials in accordance with applicable laws. Should any material purchased from SI Group become unsuitable for its intended use, then Buyer becomes the “generator” of such waste, and Buyer is fully responsible for disposal in accordance with all existing Federal, State and local laws and regulations. Buyer bears all responsibility for, and agrees to indemnify, defend and hold SI Group harmless from, all liability and costs associated with the handling, possession, use, disposal or release, whether alone or in combination, of products sold hereunder.

11. SAFETY DATA SHEETS: SI Group shall furnish Buyer with Safety Data Sheets for each product delivered hereunder. Buyer shall disseminate such information to all persons whom Buyer can reasonably foresee may be exposed to product related hazards including, but not limited to, Buyer's employees, agents, contractors and sub-contractors. Buyer shall defend and indemnify SI Group against any liability caused by Buyer's failure to disseminate such information.

12. TAXES: Any increase in or any new or additional tax, excise or governmental charge imposed after the execution date of the attached agreement (other than taxes on or measured by income) upon the production, sale, transportation, storage, handling, delivery, use, possession of or value added to products sold hereunder, or with respect to any material used in the manufacture thereof, Buyer shall be responsible to pay, including Superfund tax or any other government environmental tax or like charge, shall be paid by Buyer to SI Group in addition to the purchase price.

13. TERMINATION FOR CAUSE: Either party may terminate the agreement upon thirty (30) days' prior written notice to the other party in the event (i) the other party in in breach of any material term of the Agreement and fails to cure (ii) the institution of by or against the other party of involuntary or involuntary proceedings in bankruptcy or under any insolvency law or law for the time being in force, or (iii) the other party passes an order for winding up its business (other than for the purpose of amalgamation or reorganization).

14. DISPUTE RESOLUTION: Any controversy or claim, arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 to be held in Mumbai.

15. GOVERNING LAW: This agreement shall be governed and interpreted under the laws of India. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

16. CONFIDENTIALITY: The price, quantity and quality of product and the duration of supply is confidential and shall not be disclosed to third parties unless required by law.

17. COMPLIANCE WITH LAWS: In the performance of the agreement, Buyer shall comply with all applicable laws and governmental decrees, rules, regulations and orders.

18. EXPORT CONTROLS: Buyer agrees to comply with all U.S. and local export control, economic sanctions, and anti-boycott regulations (“Trade Control Laws”) and any end-user certificate Buyer provides, and will only use SI Group products and any related technical data (“Items”) for non-military, peaceful purposes. Buyer certifies that it is not, and is not owned directly or indirectly by anyone, listed on any prohibited persons list published by a U.S. government agency (a “Denied Person”). Any Item's export classification made by SI Group shall not be construed as a representation or warranty regarding the proper export classification for such Items. Buyer agrees to promptly provide to SI Group such information and assistance, including end-user certificates, as SI Group may request. In addition to any other remedy it may have, SI Group may suspend and/or cancel the export and any post-delivery service if (a) SI Group has not received all requested export-related documentation and/or the governmental approvals that SI Group deems to be required, (b) SI Group believes that such activity may violate any Trade Control Laws or SI Group's own compliance policies, or (c) Buyer violates any of its commitments hereunder. Buyer must notify SI Group before providing to SI Group any technical data that is controlled under any Trade Control Laws. SI Group shall not be liable to Buyer for any loss or expense if Buyer fails to comply with the provisions set forth herein. Buyer will fully indemnify SI Group and its representatives against any damages, costs, losses, liabilities, and/or expenses (including attorneys' fees and expenses) arising out of Buyer's non-compliance with this section, including Buyer's violation or alleged violation of any Trade Control Laws. This section will survive the expiration or termination of this order.

19. NO RESALE: Buyer represents that the products purchased hereunder are for Buyer's own use and consumption. Buyer will not resell products without prior written consent from SI Group.

20. WAIVER & SEVERABILITY: Any failure by SI Group anytime, or from time to time, to require the performance by the Buyer of any of the terms of the agreement shall not constitute a waiver by SI Group of the particular terms and conditions and shall not affect or impair said terms or conditions in any way. Each of the provisions of the agreement shall apply to the full extent permitted by law, and the invalidity in whole or in part of any provisions shall not affect the remainder of such provision or any other provision.

21. ASSIGNMENT: The agreement between Buyer and SI Group shall not be assigned in whole or in part by Buyer or SI Group without the written consent of the other party, such consent not to be unreasonably withheld except that, no consent shall be required where the assignee is either an Affiliate of a party or is a purchaser or other successor to a significant portion of the assets used to manufacture Product sold to Buyer. Any purported assignment in violation of this clause shall be void.

22. SURVIVAL: All rights accruing prior to the expiration or other termination of the agreement will survive such expiration or termination.

23. ENTIRE AGREEMENT: These Standard Conditions of Sale, together with the terms of the attached agreement, shall constitute the entire agreement between the parties. In the event of an inconsistency between the specific terms of the attached agreement and the terms of these Standard Conditions of Sale, the specific terms of the attached agreement shall govern.

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