

**JSL Limited**  
General Conditions of Sale (For Sales outside India)

**1. Introduction**

These Conditions of Sale (hereinafter referred to as "**Conditions**") shall govern all contracts for sale or supply of Goods by JSL Limited and/or its subsidiary PT Jindal Stainless Indonesia (hereinafter referred to as "**JSL**") and shall form an integral part of all offers and agreements for the sale of Goods by JSL. Any condition put forward by the Buyer in its order or otherwise will only have effect if accepted by JSL in writing. JSL will confirm the Buyer's order by issuing an order accepting the Buyer's order in the prescribed form called Order Acceptance (hereinafter referred to as "**OA**"), and a contract will be concluded only upon the issue of such OA .

"**Buyer**" means any person/entity at whose request Goods are supplied and/or services are provided by JSL to such person/entity under the contract.

"**Goods**" means any goods or replacements and/or any services provided by JSL to the Buyer under the contract.

These conditions shall apply to every contract entered into by JSL except as varied by express agreement in writing signed by a duly authorised person on behalf of JSL. The headings are for convenience only and shall not affect construction of these Conditions. References to the provision of any statute or legislation shall be construed as reference to such statute or legislation as amended, consolidated or re-enacted (without substantial amendment) from time to time.

**2. Offers**

- (a) A quotation by JSL given in writing to the Buyer amounts to an offer (hereinafter referred to the "**Offer**"). An Offer from JSL is valid for a period of 2 days from the date of issue, unless otherwise expressly stated in the Offer.
- (b) JSL may revoke such offer at any time prior to receiving the Buyer's acceptance in writing by giving a written notice thereof.

- (c) The Buyer's response to JSL (in whatever manner communicated) is an acceptance of the Offer to enter into a contract upon these Conditions. However, the contract is formed only upon JSL issuing the OA and dispatching it to the Buyer.
- (d) The Buyer shall not assign contract or the benefit of the contract without JSL's prior written consent.
- (e) The OA can not be amended or cancelled by either party without the written consent of other party.

### 3. Material selection

In the event, JSL gives any advice on material selection or other similar assistance, it is given free of charge without any undertaking, representation or warranty and JSL shall have no liability – neither compensatory nor consequential – for any such advice or assistance.

### 4. Specifications

The Goods shall meet the agreed specifications in the “OA”. Statements presented in product information, handbooks, web sites, price lists or other information regarding the Goods will only be binding on JSL if expressly referred to in the “OA”. Other than the written specifications as stated hereinabove, no other specifications shall be implied or inferred.

### 5. Price

- (a) Prices quoted in the Offer (hereinafter referred to an “**Offer Price**”) does not include the Value Added Tax or any other taxes/Duties.
- (b) The Buyer undertakes to pay JSL as per payment terms set out in the OA. The Buyer is not entitled to hold any payment even in any event including in the event of any Quality claims/Shortages/Disputes.
- (b) If the Buyer does not pay on time, the Buyer shall pay overdue interest on the amount outstanding at a rate of 12 percent per annum above the three month Euribor (**Euro Inter-bank Offered Rate**) from the due date to the payment date. The overdue interest

shall be determined according to the Euribor quoted on the banking day following the due date and shall be adjusted at three month intervals.

## 6. Delivery

- (a) JSL shall use its reasonable endeavors to deliver the Goods by any stated or agreed delivery date(s), however, if the delivery is delayed or suspended for reasons beyond the control of JSL, It shall not be liable for any loss, if any, arising as a result of the delay or suspension in delivery of Goods. The Buyer shall not refuse to accept Goods whose delivery has been delayed or suspended.
- (b) The agreed delivery date(s) means the date on which the Goods shall be ready for dispatch from JSL. JSL is entitled to divide and deliver the Goods in lots. If no delivery time is agreed, delivery shall be made according to JSL's capacity planning. If no delivery terms are agreed, Ex Works (Incoterms 2000) the mill of JSL's choice shall apply.
- (c) JSL shall not be liable for any damage or consequences attributable to a delayed delivery of Goods.
- (d) In the event of the Buyer not taking delivery of Goods within a week of their arrival at the destination port, JSL reserves the right to deal with the Goods as it desires including diverting them to other Customers. The Buyer shall, without any demur, issue a No Objection Certificate for the said purpose. The buyer shall be liable to pay JSL the actual costs accrued on account of the buyer's failure/refusal to take delivery of the Goods from the Buyer.

## 7. Defective Goods and shortages

- (a) The Goods delivered shall be free from defects. The Goods shall only be regarded as defective if the Goods do not meet the specifications set out in clause 4 above.
- (b) Goods sold as Stock lots or non-prime or seconds or under similar description are sold "as is", which means that all rights to remedies and compensation for defects are waived.

- (b) In the event of any defects or shortages in the Goods, the Buyer shall give notice to JSL in writing within one week of the Goods arriving at their named place of destination inter alia giving details of the defects/shortages. For defects that could not reasonably have been detected upon arrival of the Goods at the named place of destination, the Buyer shall notify JSL in writing within four weeks of the Goods arriving at their named place of destination. However, if the said notification is made after the expiry of four weeks, it will not have any legal effect and JSL will not be obliged to perform any remedy or offer any reduction in price.
- (c) If the Buyer has notified JSL of any defects or shortages in the Goods within the stipulated time, in accordance with the terms stated above, JSL shall, either conduct a joint inspection of such Goods by the representatives of JSL and Buyer at Buyer's premises and/or at its sole discretion, ask for photographs, samples and other similar evidence supporting Buyer's claim or any other method deemed suitable to verify the claim.
- (d) In the event and to the extent that the defects and/or shortages reported by the Buyer are found genuine, JSL shall, at its sole discretion and at its own cost and within a reasonable time frame, fulfill the shortages, replace defectives or offer any reduction in price. Defective Goods shall be handed over to JSL immediately on acceptance of the Buyer's claim by JSL.
- (e) Apart from the remedies and compensation expressly set out in these Conditions or the Agreement (as defined in clause 10 below), the Buyer is not entitled to any other compensation or remedies with respect to any defect or shortage in the Goods.

## **8. Force majeure**

Neither party shall be liable for delay in performing or failure to perform its obligations if the delay or failure results from an impediment outside its reasonable control such as war, terrorism, fire, explosion, cyclone, flooding or other extreme weather, major machine break down, strikes, lockouts and other labor disputes, trade disputes, power shortages, refusals to grant licenses. Delay or failure due to such impediment shall not constitute a breach of contract, with the effect that the affected party is relieved from liability and all contractual claims against it in respect thereof. The

time for performance shall be extended by a period equivalent to that during which performance is so prevented. If such a delay or failure persists for more than three months, either party shall be entitled to terminate the Agreement in respect of Goods not yet dispatched. In the event of such a termination, neither party will be entitled to any compensation, but any prepayment for Goods not dispatched shall be refunded. Nothing in this clause shall excuse the Buyer from its liability to make payments.

## **9. Retention of title**

- (i) JSL holds the title to the Goods delivered until the Buyer has made full payment for the Goods.
- (ii) JSL also holds title to the Goods delivered until the Buyer has made full remittance of all other payments due from the Buyer to JSL.
- (iii) Until the title passes, JSL has the right to recover any Goods in the Buyer's possession or control to which it holds the title and JSL is hereby given the right to enter any land or building where the Goods are stored to collect such Goods.
- (iv) If the Buyer processes the unpaid Goods into/or to form part of a new object, JSL is granted title to the new object proportionate to the value of the unpaid Goods in the new object until such time as it has received full payment for the original Goods.
- (v) If the Buyer sells any unpaid Goods or any part made from the same, the Buyer hereby assigns to JSL a proportion of its claim on any third party equivalent to the debt for the unpaid Goods/new object sold.
- (vi) Each sub clause (i)-(v) above shall have effect as a separate clause and accordingly in the event of any of them being unenforceable for any reason the others shall remain in full force and effect.

## **10. Entire agreement**

These Conditions, the "OA" with its enclosures and any amendments agreed in writing constitutes the entire agreement between the parties (the "**Agreement**"). The Agreement will supersede all previous and contemporaneous negotiations, commitments and understandings between the parties, whether written or oral, with respect to the Goods covered by the Agreement.

### **11. Governing law**

The Agreement shall be governed by Indian law with exclusion of its conflicts of law rules and the United Nations Convention on the International Sale of Goods (CISG)

### **12. Disputes**

- (a) Unless provided otherwise in the OA, any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be resolved by reference to arbitration by a sole arbitrator to be appointed and governed by the procedural rules and regulations of Delhi High Court Arbitration Centre ("**DAC**"), New Delhi. The venue of arbitration will be New Delhi and the language of the arbitration shall be English.
- (b) The courts at New Delhi, India shall have exclusive jurisdiction to determine any question, issue, dispute or claim between the Parties including any application to be made under the Arbitration and Conciliation Act, 1996 as amended and re-enacted from time to time.
- (c) Notwithstanding the arbitration clause as set out hereinabove, JSL shall at its sole discretion be entitled to choose and have recourse to competent courts and execution authorities under the laws of the Buyer's country, or elsewhere, for purposes of collecting debts of the Buyer.

### **13. General limitation of liability**

- (a) Except as expressly provided for in these Conditions or as otherwise agreed in the OA, JSL shall in no circumstances, be held liable for any loss or damage including, but not limited to, product liability, loss of profit, loss of production, discarded production or claims from the Buyer's customer.

- (b) The Goods are supplied strictly on the terms that the Buyer has satisfied itself of the suitability of the Goods for the Buyer's intended purpose.
- (c) In any event, JSL's liability for any loss or damage, due to any proven defect in the Goods or otherwise proved to be due to JSL's failure, shall not exceed the net cost of the Goods supplied and/or valued at the time of the supply.

#### **14. Indemnity**

The Buyer shall indemnify and keep indemnified JSL against all actions, claims, costs, damages, demands and expenses or other loss arising out of:-

- (a) Defect in the Goods arising from the use, modification, adaptation of the Goods or incorporation of the Goods into other products by the Buyer.; or
- (b) Any claim by any third part of any intellectual property rights of such third party arising from the use, modification, adaptation of the Goods or incorporation of the Goods into other products by the Buyer.

#### **15. NOTICES**

Any notices under these conditions shall be properly given in writing and sent by post or recorded delivery and shall be sent via facsimile transmission in addition, to the address of the intended recipient as stated in the contract or to such address as JSL and the Buyer from time to time notify each other as their respective addresses and shall be deemed served in the case of postal notice, on the expiry of 48 hours from the time of posting and in the case of facsimile transmissions on the expiry of 1 hour from completion of transmission by the sender.

#### **16. Exclusion of Third Party Rights**

For the avoidance of doubt a person who is not party to this contract shall have no rights under the said contract.