

GENERAL CONDITIONS OF SALE & DELIVERY

1. INCORPORATION OF CONDITIONS

- 1.1 All goods are sold or agreed to be sold by Bayer Seeds Private Limited (Formerly Known as Nunhems India Private Limited (hereinafter referred to as "Seller") subject to General Conditions of Sale and Delivery herein contained (hereinafter referred to as "said Conditions") which override any other terms or conditions stipulated or referred to by the Buyer whether in the Order or any document issued by the Buyer.
- 1.2 If at any time, any of the terms and conditions of Purchase stipulated by the Buyer, whether contrary to the said conditions or not, are adhered to, it will be done without creating precedent, to suit the convenience of the seller and/or out of commercial expediency and not because the Seller has accepted any of Buyer's terms and conditions.
- 1.3 The Seller reserves the right to change, alter, amend, substitute or add to all or any of the said conditions for any one or more sales. No variation of the said conditions shall be effective unless made in writing and signed by a duly authorized representative of the Seller.
- 1.4 The said Conditions are subject to "Warning" (wherever applicable) printed alongside and any specific terms of business contained in the Price List as also terms contained in the agreement, if any between the Seller and Buyer.

2. ACCEPTANCE OF ORDERS

- 2.1 Unless Seller & Buyer have entered into separate Distributorship Agreement, each Order placed by a Buyer and accepted by a Seller constitutes separate Contract between the Parties & when the Goods are to be supplied in instalment, each of such instalment shall be deemed to be a separate Contract. Orders are subject to availability of the Goods at the time of dispatch. The Seller reserves the right to decline to accept any order without assigning any reason.
- 2.2 Where the Seller sells certain goods in packages of a minimum number, such goods will only be supplied in multiples of such minimum number. Any Order which in such a multiple will be grossed to the nearest such multiple and supplied and invoiced as such.

3. PRICES

- 3.1 The goods are invoiced at the price ruling on the date of delivery. Unless otherwise stated, all prices quoted are inclusive of applicable discounts. Sales Tax/VAT is charged extra. Octroi and/or local taxes shall be borne by the buyer.
- 3.2 Where at the Buyer's request, the Seller undertakes urgent delivery; the Seller reserves the right to make an exceptional charge for carriage of such delivery.
- 3.3 The Seller may at any time before delivery, vary the price of the Goods by notice to the Buyer. The buyer may within one week of receipt of such notice cancel the Order for the Goods, but if delivery of the Goods is to be made by instalment, the buyer shall be entitled to cancel the Order only for undelivered portion of the Goods.

4. PAYMENTS

- 4.1 The Buyer undertakes to make prompt and timely payment for each consignment of Goods. The Seller may at his discretion extend to the Buyer a special discount if the payment is made within due date. What is due date shall be defined by the Seller and intimated to the Buyer. The definition of due date may be amended by the Seller from time to time without any prior intimation to the Buyer. Further, the Seller reserves the right to discontinue such special discount without giving any notice to the Buyer. If the Buyer is entitled to enjoy any credit period, payment for the Goods shall be made before expiry of such credit period.
- 4.2 Payment shall be deemed not to have been made until any or all cheques, drafts or bills by which payment is to be effected have been cleared or honored (as the case may be)
- 4.3 The Seller may charge interest at a rate to be intimated to the Buyer on all outstanding amounts from the expiry of the credit period till the receipt of the outstanding amount by the Seller. The Buyer acknowledges that any action or omission on the part of the Seller to enforce this stipulation for whatever reasons, shall not amount to a waiver of Seller's rights hereunder or as a course of conduct varying the terms of the said conditions.
- 4.4 The Buyer agrees not to withhold a part or the whole of the payment of any invoice for the Goods already supplied on the ground of non/short supply by the Seller of goods under any order or invoice.

5. DELIVERY

- 5.1 Goods will be delivered as quickly as possible. The Seller will not be liable for any loss or damage due to delay in delivery of Goods.
- 5.2 The title and ownership in the Goods will remain with the Seller till the delivery thereof to the Buyer at the destination address specified by the Buyer. The Seller shall bear the risk of loss or damage to the Goods during transit to the destination and the transit insurance, if any, is on Seller's account. Freight charges, being an integral part of the prices of the products sold to the Buyer shall not be charged additionally by Seller.
- 5.3 The Buyer shall inspect the goods forthwith on delivery. All claims for shortages or defects apparent on inspection of the Goods shall be notified in writing to the Seller immediately after the delivery thereof to the Buyer. However, no such claim will be entertained by the Seller after 7 days of delivery. Goods delivered in damaged condition must be signed for as such while giving acknowledgement of receipt of such goods to the transporters and such Goods shall be retained by the Buyer for the Seller's inspection.

6. RETURN FOR CREDIT OR REPLACEMENT

The return of Goods by the Buyer for credit or replacement will not be accepted by the Seller without the Seller's prior written authorization and that only if the Goods are in a saleable condition of which the Seller shall be the sole judge.

7. WARRANTY

- 7.1 The Seller warrants that the Goods are manufactured with all reasonable care and skill and where applicable comply with the standard specifications set out in the Seller's published literature in relation to the Goods current at the date of the order and made available to the Buyer.
- 7.2 Seller makes no warranty of any kind, express or implied on the use of goods/ materials and assumes no responsibility whatsoever for any personal injury, property damage or any other type of loss resulting from the use and handling of the product. The user assumes all risks for use and handling whether in accordance with the directions or not.
- 7.3 If the Buyer proves that he has sustained any loss due to deficiency in the quality of goods supplied, the Seller' liability, if any, to the Buyer shall be limited to the total value of the Goods actually used by the Buyer to be calculated on the basis of the price at which Goods are sold to him.
- 7.4 Submission of a claim does not absolve the Buyer from the obligations to pay the price and provide service(s), if any, due to the Seller. The Seller may at his option require the Buyer to pay all his dues to the Seller before his claims are considered by the Seller.

8. THE SALE OF GOODS ACT

For the Purpose of Section 16 of The Sale of Goods Act, 1930, all goods shall be deemed to be sold under its patent and/ or trade name and not by description.

9. JURISDICTION

The validity, construction and performance of the contract/said Conditions shall be governed by Indian laws and Parties shall be subject to the exclusive jurisdiction of Gurgaon Courts only.