

CM ENVIROSYSTEMS PVT.LTD.

TERMS AND CONDITIONS

For the purposes of these Terms and Conditions of Sale, the term "contract" shall mean the agreement between CM EnviroSystems Pvt., Ltd ("Supplier") and Buyer arising as a result of Buyer's submission of an order for Supplier's products. Such contract shall be deemed to incorporate and be governed by these Terms and Conditions. THESE TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY TERMS AND CONDITIONS THAT APPEAR IN BUYER'S ORDER OR IN ANY DOCUMENTS INCORPORATED BY REFERENCE IN BUYER'S ORDER. No term or condition of Buyer's order additional to or different from these Terms and Conditions shall become part of the contract unless explicitly agreed to in writing by Supplier. Retention by Buyer of any products delivered by Supplier, or payment by Buyer of any invoice rendered hereunder, shall be conclusively deemed acceptance of these Terms and Conditions. Supplier's failure to object to any provision contained in any communication from Buyer shall not be construed as a waiver of these Terms and Conditions, nor as an acceptance of any such provision.

Quotations:

Prices, specifications and dates for delivery referenced in Seller's quotations are for information purposes only and shall not be binding on Seller until all technical requirements have been agreed and Seller has accepted Buyer's order. Quotations terminate if not accepted by Buyer within 90 days.

Orders:

By submitting an order to Supplier, Buyer agrees to be subject to these Terms and Conditions of Sale in their entirety. All orders must be bona fide commitments showing definite prices and quantities and mutually agreed shipping dates. No order, whether or not submitted in response to a quotation by Supplier, shall be binding upon Supplier until accepted in writing by Supplier.

Standard Delivery:

CM EnviroSystems Pvt. Ltd., will not be responsible for delays in performance resulting from causes beyond its control or the control of its suppliers or subcontractors; including, but not limited to, any casualties, acts of Buyer, strikes or other labor difficulties, shortages of labor, supplies and transportation facilities. CM EnviroSystems Pvt., Ltd. reserves the right to ship in advance of any Buyer request dates, except those dates stipulated "not before." Should shipment be held beyond the scheduled date for the convenience of the Buyer, CM EnviroSystems Pvt., Ltd. reserves the right to bill immediately for the goods and to charge the Buyer for reasonable expenses incident to such delay.

Drawing Approval

CM EnviroSystems Pvt., Ltd. will submit drawings for approval to a properly designated representative of your and company. This procedure minimizes the risk of miscommunication regarding the physical size configuration of the equipment. The delivery quoted, and the mutually agreed delivery date is predicated on your return of the approved drawing within five working days after your receipt of drawing. Any delay will potentially result in an equal or greater delay in project or equipment deliver.

Penalties/Premiums

CM EnviroSystems Pvt., Ltd. will not be bound by any penalty clauses as a result of delays in delivery due to causes beyond our control, including any delay in vendor delivery, transportation delivery, act of Purchaser, or governmental act. If Purchaser delays shipment beyond the proposed delivery date, the quoted price is subject to adjustment at the time shipment is made. Such adjustment includes labor, material, and storage costs that occur during such period of delay.

Terms of Payment:

Each shipment shall be a separate transaction and Buyer will be invoiced on date of dispatch. Unless otherwise stated on Supplier's invoice, terms of payment shall be as per the standard payment term of quotation. Supplier may, in its sole discretion, determine at any time that Buyer's financial condition requires payment in advance, and, if such requirement is not met, may cancel the order or any part thereof.

Buyer agrees that prices specified by seller are acceptable and are presumed to be fair and reasonable.

All payments are to be paid in advance or as per the agreed payment term unless requested from buyer and approval by CM Envirosystems Pvt., Ltd. representative.

Any sums not paid as per the agreed payment term are subjected to 24% p.m interest chargeable or what the current law permits.

Any invoice that remains unpaid after the due date is considered delinquent.

Buyer understands and agrees that all required collection fees, legal expenses and interest will be charged to buyer in the event of default, or failure to pay by buyer.

CM Envirosystems Pvt., Ltd. does not modify a payment term once it is established between buyer and CM Envirosystems.

In the event buyer defaults on payment CM Envirosystems Pvt., Ltd. will terminate the sale agreement and repossess all CM Envirosystems equipment at buyers expense.

Limitation of Warranties:

CM Envirosystems Pvt., Ltd. warrants the products of its manufacture described above to conform to all applicable specifications describing the product and to be free from defects in material and workmanship for a period of one year from the date of supply. Obligation under this warranty is limited to the repair or replacement of any part of CM Envirosystems' manufacture found to be defective at the time of shipment from factory.

This warranty does not include replacement of window glass, other expendable items, repainting, repair of damaged sheet metal, instrument calibration, lubrication, routine maintenance, or any service and/or parts required as a result of negligent operation or handling. It is limited to correction of defects in materials and workmanship discovered and reported to CM Envirosystems Pvt., Ltd. in writing within the warranty period.

CM Envirosystems will not be liable for any consequential damages resulting from the use or misuse of CM Envirosystems products nor for any loss of profits and real value loss incurred by the buyer or any other loss during test due to the damages to test specimen of the buyer under test or any other special damages. This warranty is expressly in lieu of all other warranties, expressed or implied, and all other obligations or liabilities including the warranties or merchantability and fitness for a particular purpose or use.

If Buyer shall fail to pay when due any portion of the purchase price or any other payment required from Buyer to Supplier under this contract or otherwise, all warranties and remedies granted under this Section may, at Supplier's option, be terminated.

Termination:

In the event that the Buyer terminates / cancel all or any portion of an order, for reasons other than CM Envirosystems Pvt., Ltd. default, Buyer agrees to pay the costs already incurred by CM Envirosystems Pvt., Ltd. to date of cancellation, including the price of any goods or services required to fill the order already committed to by CM Envirosystems Pvt., Ltd. and a reasonable allowance for overhead and profit.

Supplier shall have the right without penalty or payment to cancel any order accepted (i) if Buyer fails to make any payment when due to Supplier under the contract or any other contract (ii) if Buyer violates any of these Terms and Conditions.

Limitation of Liability

CM Envirosystems Pvt., Ltd. total responsibility for damages (whether arising in contract or tort) arising out of or relating to its performance of this contract or the products covered hereunder shall be limited to the contract price for the product. In no way shall CM Envirosystems Pvt., Ltd. be liable for any incidental or consequential damages such as lost profits, loss of use of productive facilities or equipment, lost production, or expenses incurred in reliance on CM Envirosystems Pvt., Ltd performance, whether suffered by Buyer or any third party. Nothing in this paragraph shall in any way be construed to affect the liability CM Envirosystems may have for personal injury or death of any third party.

Taxes

The purchase price herein does not include any applicable sales, use, excise, transportation or similar taxes or any import or export duty, now or hereafter in effect. The amount of any such taxes or duty, which Seller may be required to pay or to collect from Purchaser, shall be added to each invoice and paid by Purchaser.

In the event of any change in the tax structure on account of any change in the act of respective Government during the contract period the buyer is liable to pay the applicable difference in taxes, levies or any other statutory requirements.

Freight and Shipping

All equipment is shipped to and from CM Envirosystems Pvt., Ltd. at buyers expense unless otherwise agreed to in writing.

All dispatches by CM Envirosystems Pvt., Ltd. are on to-pay basis (**freight and Unloading charges to be paid by the buyer**) unless otherwise agreed in writing

All shipments on to-pay basis on buyer's account are subjected to standard freight rate of the courier or carrier.

Unloading and any transit or carrier expenditures at buyers site within the premises of the buyer or any other overheads or logistics expenditures connected to unloading of the equipment at buyers site will be billed to the account of the buyer.

All equipment is shipped on FOB point of origin.

Insuring equipment

It is buyer's responsibility to insure all shipment for full new replacement value.

In the event appropriate insurance is not obtained it will be assumed that buyer wishes to self-insure.

It is buyer's responsibility to file damage claims with courier or carrier.

Buyer accepts responsibility to insure all equipment purchased from CM Envirosystems Pvt., Ltd. against loss, theft or any damages due to fire, flood, wind or any other calamity caused by man or nature.

In case if the buyer requests the supplier (CM Envirosystems Pvt., Ltd.) to insure the equipment the supplier will insure the equipment if agreed in writing and will be charged separately at actuals to the buyer.

Intellectual property rights

The names, titles, logos, text, photos, graphics, images, illustrations and software on the company site or any other material of company are the sole property of the company. Any reproduction, modification, publication, transmission, retransmission, framing, misuse, misappropriation, unauthorized use, transfers, display or any other exploitation of any content in whole or in part without the express written consent of the company is strictly prohibited. Suitable action as per law will be initiated by the company against such findings.