I. QUOTATION - ORDERS

a) Except insofar as delivery terms and such conditions applicable to deliveries and shipments, shall be and good for 3 years. All prints in catalogs, drawings and other matters are solely indicative.

b) The Order sheet and the Technical Specification sheet signed by the Buyer accepted by Savio with the issuance of the ORDER CONFIRMATION SHEET.

c) No amendment to Sales Contract shall be valid unless in writing and duly signed by the parties.

d) No agreement may be assigned by the unless such assignment shall have been previously approved by the Savio in writing.

e) No such special terms as the Order Confirmation Sheet may stipulate in addition or as an exception to those General Sales Terms, s

f) shall imply that similar terms are accepted by Savio in respect of any other Order. Any such amendement as Buyer may insert in these General Sales Terms and/or any such special sales terms as the Order may stipulate shall be null and void.

g) Savio reserves the right to make any changes, Machine Design, part or component or any part thereof, as long as such modifications shall not alter any of the equipment's basic engineering and overall performance

h) Should Buyer's financial or economical situation materially deteriorate after the order confirmation or sale agreement has been executed, Savio may either require that adequate guarantees be provided by Buyer to secure full payment of any amounts due, or terminate the agreement and forfeit any down payment received and in no case shall Buyer have the right to claim any damages/compensation whatsoever in respect thereof.

i) Any such drawings, specifications, and/or illustrations as may be supplied with or otherwise relate to any equipment furnished by Savio shall remain the sole property of the latter, to whom they shall be returned on request, and may not be reproduced or surrendered to other parties.

II. DELIVERIES, TRANSPORTATION AND ERECTION

a) The delivery period stated in the quotation/Order confirmation sheet will commence from the date of receipt of initial payments or compliance of payment terms, completion of commercial formalities and finalisation of all specifications and receipt of clarifications thereon, if any.

b) The delivery / despatch indicated in the contracts is not guaranteed and will be extended by any delays occasioned by causes beyond Savio’s control including delays on account of workmen’s strike and lockouts, fluctuations or difficulties in the supply of raw materials, securing Import Licenses and/or force majeure and contracts are entered into on the assumption that Buyer will accept delivery of the consignment as soon as it is delivered and will not insist on contract price or guarantee to claim any compensation / damage either direct or indirect on account of delays, if, in delivery despatch cannot accept delivery of the goods or any instalment thereof or return any instalment already delivered on ground of delay in delivery / despatch.

c) Should delivery / despatch be delayed by any cause whatsoever for which Buyer be responsible, the equipment shall be held in custody at Buyer's own risk, and all storage charges effective from the time when notice shall have been given that the equipment is ready for shipment, as well as any such risk and/or damage as the equipment may suffer, shall be borne by the Buyer, the Buyer being liable for any such greater loss or damage as Savio may incur in respect of equipment delivered in due course, provided however that should such failure by Buyer to take delivery extend over 30 days from the time when notice that the equipment was ready for shipment shall have been given, or any delay in agreement or, if, under the circumstances of any such act there be held by Buyer to be ineffective, that the equipment in question be held by Buyer at its own expense and risk.

d) Deliveries shall be subject to the conditions stipulated ex Savio's works at Coimbatore and shall be deemed to have been effected as the equipment shall have been handed over to carrier. All equipment shall travel at Buyer's risk, and the Buyer shall arrange for inland insurance.

e) Buyer shall promptly inspect the equipment upon receipt. In no case may Savio be held responsible for any such loss or damage as may be caused by transportation, storage or packed as long as they have been delivered by Buyer’s representatives and that Savio, its successors in title, auditors, directors, employees and/or legal representatives shall hold harmless upon first request and without exception

f) Price as stipulated shall not include assembly or erection. Buyer shall pay all expenses related to the Transfer, travel, and actual work performed by such personnel as Savio may see fit, as long as such rates shall be charged by Savio at the time of erection or assembly. Erection and assembly shall not include any civil engineering works, such works as may be performed by astronauts, carpenters, plasterers, plumbers, plumbers, electricians, such laborers and mechanics, and any other works performed or other intervention, or having same performed by any other party, during the warranty period without Savio’s prior approval in writing, or (4) failing to comply with Savio’s instructions as to the proper use and maintenance of the equipment.

VI. REPOSESSION RIGHTS – PRICE – PAYMENTS

a) Whenever payment is to be effected after delivery, Savio shall have lien and shall also retain repossession rights over any equipment supplied until full settlement of the price thereof, plus any such value-added or other tax or duty as may be payable thereon, in addition any such interest as may have accrued on the amount so due, and to such expenses as Savio may have incurred on Buyer’s behalf. Consequently all risks and costs from the time when the equipment shall have been delivered or placed at Buyer’s disposal at Savio’s works shall be for the account of the Buyer, and Buyer shall remain the depository and trustee for any equipment, part thereof, or any such equipment supplied by Savio in respect of which Buyer may have any claim, as the Buyer shall bear all risks until full settlement as hereinafter provided. Buyer shall promptly inform Savio of any such action as may be undertaken by any other party which may in any way affect Savio's possession or legal title and recoveries for any repossession rights. Buyer shall promptly notify any other party as to the fact that the equipment is subject to Savio’s repossessions rights and/or lien.

b) Any such charges as may relate to the execution of the agreement, including any notary fees, litigation expenses and such accessory expenses as may relate to the registration thereof, shall be borne by Savio. The reparation rights of Savio are not affected by the exercise of any such action as may be undertaken by any other party or the entry of any such lien as may be obtained against the equipment by Buyer.

c) All Prices are ex-Savo's works and shall not include any freight, insurance or shipment charges, any tax or customs duty, levies or other charge whatsoever, and any such insurance premiums. Savio may have paid or any such freight charge as Savio may have incurred, shall be promptly reimbursed by Buyer on Savio’s request.

d) All payments shall be effected to Savio’s direct and official place of payment being Savio’s registered office, irrespective of acceptance by Savio of any payment effectuated by banking channels, cheques, Demand Drafts, RTGS/NEFT or LC at Sight, or otherwise.

e) In case of a delay in payment of the invoices the interest on delayed payment will be debited by Savio to the Buyer at the rate of 18% per Annum.

f) Should Buyer fail to effect any payment on schedule, Savio may, even without serving any notice, that respect, retainer any payment, delivery or any part thereof, terminate instalments or terminate this agreement by serving notice to that effect to the Buyer by Registered Post, in which event Savio may request that any equipment delivered be promptly returned, retain any down payment and/or instalments or Savio may have already collected by way of compensation and obtain payment of damages equal to the difference between such statement, stipulated, substituted, purchased, delivered, or sold by Savio, and such statements, delivered, or sold.

This agreement shall be governed by Laws of India and Courts at Coimbatore shall be the only Court of jurisdiction in respect of any action in which Savio be the Defendant, provided however, that in respect of all other actions, Savio may choose to enter the Coimbatore Court and the Buyer’s Court of Jurisdiction.

VII. FINAL CLAUSE

a) In the event of any contradiction between these general conditions of sale and the Buyer’s conditions of purchase, if any, the former will prevail.

VIII. CODE OF ETHICS

a) The Buyer, whilst carrying out the duties contained in the Agreement, undertakes to, also for its directors, auditors, employees or collaborators, if any to strictly follow the regulations contained in the Code of Ethics approved by the Board of Directors of Savio, which are an integral part of the policy, which can be consulted on Savio’s Website, and fully accepts and acknowledges that he or she is aware of all the terms and conditions contained therein. Should any breach be made to the above mentioned Code of Ethics which can be attributed to the Buyer, or to any person, or to any equipment purchased by Buyer from Savio by way of registered post with acknowledgment due or e-mail and Savio reserves the right, in any case, to lawfully remedy the breach in any way including the right to claim compensation on account of any wrongful damages. Notwithstanding the above, it is understood that the Buyer shall indemnify and hold Savio harmless upon first request and without exception and that Savio, its successors in title, auditors, directors, employees and/or legal representatives shall have the right to take all such actions and/or steps as may be necessary or convenient in the event of any request including legal fees, which may be brought against the latter by third parties in relation to any breach of the above mentioned code of Ethics.