

REPALCO

TERMS & CONDITIONS (EXPORT)

ANNEXURE “A”

GENERAL TERMS & CONDITIONS.

Price Basic :

- i) Prices as quoted by us in our offer are F.O.B. Santiago basis exclusive of all duties, taxes and incidental charges.
- ii) Prices as quoted in our offer will stand as Ex-Works, Santiago basis, in the event of handing over the materials to the buyer's authorized representative/s or carrying & forwarding agent/s.

Pricing :

Prices may be changed without any prior notice.

Delivery Period :

- i) Ex-stock, subject to materials remaining unsold. Buyer/s must obtain specific confirmations in writing from us with regard to the availability of Ex-stock items prior to the placement of order after expiry of the validity of our offer.
- ii) For manufacturing items, as specified in our offer, from the date of receipt of techno-commercially clear order and advance payment from the buyer and as per other terms & conditions as stipulated herein.

Payment Terms :

- i) 100% against our Proforma Invoice before delivery for Ex-stock items.
- ii) 50% advance payment alongwith buyer's techno-commercially clear order and balance against our Proforma Invoice before delivery for manufacturing items.
- iii) As mutually agreed.

Freight / Cargo :

Extra at actuals, if the same is to be paid by us, OR, otherwise as specified in our offer.

Minimum Order Value :

Each order placed on us by the buyer must meet or exceed a minimum value of US\$ 1,000.00. Otherwise an amount of US\$ 100.00 will be charged extra towards the processing/documentation charges.

Inspection :

Can be carried out by buyer's authorized representative/s at their cost at our office before delivery with prior appointment.

Insurance :

Charges towards any type of insurance should have to be borne by the buyer.

Description :

The description and part number of each item must be clearly mentioned in the order. Manufacturers' part numbers what so-ever used by us in our offer are for reference only.

Buyer's Responsibility :

All materials will be shipped by us on entirely buyer's risk on F.O.B. Santiago basis. Our responsibility ceases upon delivery of materials to the carrier.

Limited Warranty :

Repalco Chile specifically warrants is being given that , all parts are free from defects in workmanship for a period of 180 days from the date of shipment. The extent of liability is limited to rectify / repair and if required the replacement of defective part only. No other warranty is either expressed or implied. No warranty is given against deterioration or corrosion after shipment. The warranty does not cover any consequential losses or damages. To & fro freight / cargo and handling charges towards the replacement of defective part will have to be borne by the buyer/s.

Claims :

All claims for defective merchandise must be submitted to us in writing within 30 days from the date of merchandise OR such claims are waived.

Acceptance :

All orders are subject to acceptance by us.

Cancellation :

Orders once placed on us cannot be cancelled by the buyer without our prior consent in writing and in no case, if the process of manufacturing has been started or the progress has been delayed due to certain unavoidable circumstances for execution of the order.

Validity :

Our this offer will remain valid for your acceptance for a period of 30 days here to and thereafter subject to our written confirmation.

Governing Law :

The contract between the buyer/s and us shall be governed by the Chilean law, with exclusions of its conflicts of law rules as well as the International Sale of Goods Act.

Disputes :

Any disputes shall be settled by arbitration in Santiago, Chile, in accordance with the provisions of the Chilean Act on arbitration.