



## **fas10 SuperAlloy Forgings LLP**

**Manufacturers of Exotic SuperAlloy & Coated Fasteners**

**Stock-Holders of Critical Alloys**

**An ISO 9001:2015 & PED 2014/68/EU Certified Company**

[www.fas10.in](http://www.fas10.in) - [contact@fas10.in](mailto:contact@fas10.in) / [sales@fas10.in](mailto:sales@fas10.in)

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01.01.2024

## **Conditions of Purchase & Sale of Goods**

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### Conditions Of Purchase

1. Acknowledge receipt of this order by return mail and state when shipment will go forward. fas10 shall not be bound by this order until Seller executes and returns to fas10 the acknowledgement copy of this order. This offer to purchase is expressly conditioned on seller's acceptance of all the terms and conditions hereof, which shall take precedence over any inconsistent, contradictory or additional terms and conditions contained in any quotation, sales acknowledgement or other document furnished by Seller in connection with this transaction, whether such documents are exchanged simultaneously with this offer or prior of subsequent thereto. Seller shall be bound by the terms and conditions stated herein when it executes and returns the acknowledgement copy of this order or when it delivers to fas10 any of the items ordered or renders for fas10 any of the services ordered herein.
2. By accepting this order, Seller hereby represents and warrants that the items and materials furnished hereunder will be in full conformity with fas10's specification drawings and data, or Seller's sample, and fit for the use intended by fas10 and free from defects in material or workmanship. Seller agrees that this warranty shall survive acceptance of the items and materials by fas10, and that such warranty shall be in addition to any warranty of greater scope given by Seller to fas10.
3. After 48 hours, an order is deemed to be automatically accepted and acknowledged. It cannot be cancelled after 48 hours of order acknowledgement.

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4. Positively no charges allowed for Boxing, Crating, Cartage or Drayage unless authorized on this order.
5. All shipping charges must have a supporting freight or express bill attached.
6. No changes or substitutions are to be made on this order without fas10's written authority.
7. The Seller agrees to protect and save harmless and to defend at Seller's own expense the fas10, any of fas10's dealers or distributors, or the users of any of the fas10's products from all costs, expenses, judgments, decrees, or damages arising out of any infringement or claim of infringement of patents in the use or sale or articles covered by this order.
8. Any patterns, special dies, molds, fixtures and any other property furnished by the Seller are to become the property of fas10. Unless otherwise agreed in writing, all special dies, molds, patterns, fixtures, and any other property furnished by fas10 to Seller or specifically paid for by fas10, for use in the performance of this order, shall be and remain the property of fas10, shall be subject to removal upon fas10's instruction, shall be used only in filling orders from fas10, shall be held at Seller's risk, and shall be kept insured by Seller at Seller's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to fas10. Copies of policies or certificates of such insurance will be furnished to fas10 on demand.
9. On the same day the material is shipped, dispatch one copy of the packing list. Ensure that the material should accompany the original manufacturer's MTC & Mill Test certificates as per EN

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10204 Type 3.1 of Raw Material.

10. Indicate on the packing list "order complete" or "part shipment," whichever is applicable. If the order is part-shipped, advise on the packing list when the balance of the order will be shipped.
11. No provisions herein may be amended, modified or waived except in writing by a person duly authorised by fas10. No acceptance by the fas10 shall be deemed contained herein except upon Seller's express consent to all terms and conditions set forth herein addition to or different from those of Seller. No waiver by fas10 of any provision set forth herein shall constitute a waiver of any other provision.
12. fas10 reserves the right at any time to make changes in any one or more of the following: (a) specifications, drawing and data incorporated in this contract where the items to be furnished are to be specially manufactured for fas10; (b) methods of shipment or packing; (c) place of delivery; and (d) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of this contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by Seller for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Seller of the change. Price increase or extensions of time for delivery shall not be binding on fas10 unless evidenced in writing signed by fas10.
13. Time is of the essence in this contract and if delivery of items or rendering of services is not completed by the time promised, fas10 reserves the right without liability, in addition

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to its other rights and remedies, to terminate this contract by notice effective when received by Seller, as to stated items not yet shipped or services not yet rendered, and to purchase substitute items or services elsewhere. LD Clause applicable @ 0.5% of total value per week.

14. Materials or equipment purchased hereunder are subject to inspection and approval at fas10's destination. fas10 reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings and data or Seller's warranty (express or implied). Items not accepted will be returned to the Seller at the Seller's expense. Payment for any article hereunder shall not be deemed an acceptance thereof. Due to this rejection, if fas10 will have any production loss supplier will arrange the material by Air Freight to the supplier's account.
15. Quantity variance of +/- 5% is only allowed for UOM in KG/Mtr. No quantity variance is allowed for UOM in PCS or Nos.
16. Raw material used for producing these items should not have any Radiation contamination.
17. In case of default, fas10 reserves the right to recover the GST Tax amount with interest as applicable from accounts payable to you immediately.
18. Transporter must have a Valid PUC, a Valid license, a Valid fitness certificate, a small Fire extinguisher in the driver's cabin, a First aid box in the driver's cabin, and Applicable mandatory PPE/Helmet/Safety shoes to enter our premises.

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19. **Warranty Clause : 24 months from the date of invoice ( Free Replacement if Fail in Quality – Forging , Sheet , Pipe , Gasket , Fastener , Steel RM , and BOP). For Proprietary / Standard items Warranty Clause as per the Manufacturer**

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### Conditions of Sale

#### 1. Introduction

These conditions of sale (the "Conditions") are an integral part of all offers and agreements for all goods sold by fas10 (the "Goods"). Any terms and conditions set out in the Buyer's order or other Buyer document are rejected and will only have effect if accepted by fas10 in writing. An agreement for sale of Goods will be concluded only upon fas10 issuance of an order acknowledgment ("Acknowledgment") or a signed agreement.

#### 2. Offers

An offer from fas10 is valid for 7 days from the date of issue, unless otherwise expressly stated in the offer. Notwithstanding the foregoing, fas10 may revoke an offer at any time before receiving the Buyer's written acceptance.

#### 3. Material selection

Any advice on material selection or other similar assistance by fas10 is made free of charge without any representation or warranty, and fas10 shall have no liability for any such advice or assistance.

#### 4. Specifications

The Goods shall meet the "Specifications" set out in the Agreement (defined in clause 11), which are the only undertakings fas10 has for the Goods, e.g. statements in product information, handbooks, web sites, are not binding on fas10.

#### 5. Delivery of the Goods

##### 5.1 *Delivery time and term*

Agreed delivery date shall mean the date of

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dispatch from fas10 mill, irrespective of the Incoterm agreed. fas10 is entitled to divide the delivery into lots. If no delivery date is agreed, delivery shall be made according to fas10's capacity planning. Delivery will be made Ex Works fas10 mill (Incoterms 2020) unless otherwise set out in the Agreement.

### 5.2 *Adjustment of volume*

In the event the quantity of the Goods is agreed based on weight, the quantity to be supplied can be adjusted by fas10 to deviate up to 10% (+/-) from the agreed weight, and the price shall be adjusted accordingly.

### 5.3 *Delay in delivery*

Should the delivery of the Goods be delayed, the Buyer's sole remedy is to cancel the purchase of the Goods which are delayed for more than eight weeks. Cancellation shall be in writing.

### 5.4 *Limited liability*

The Buyer is not entitled to any compensation or remedies other than expressly set out above, attributable to any delay in delivery of any Goods, except in the event of fas10's gross negligence.

## 6 Defective Goods and Shortages

### 6.1 *fas10 warranty*

fas10 warrants that the Goods delivered are free from defects (faults) and in agreed quantity when the risk for loss and damage to the Goods transfers to the Buyer according to the Incoterm agreed ("Risk Transfers Date"). The Goods shall only be regarded as defective or otherwise deviating from the Agreement, if the Goods do not meet the Specifications ("Defect"). Hence fas10 is not liable for any function, quality or property other than set out in the Specifications. Any term, undertaking or

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liability implied, whether by statute or otherwise, relating to quality or fitness for purpose is excluded.

### 6.2 *Buyer notices of complaint*

In the event of any Defect or the Goods are not delivered in the agreed quantity ("Shortage"), the Buyer shall give notice to fas10 in writing:

- (i) on the business day after the day the Goods arrived at the named point of destination according to the Incoterm agreed (the "Destination") for damages incurred during transport and Shortage - possible to detect at normal arrival inspection or
- (ii) for other Defect and Shortage, within two weeks from the day the Buyer noticed or should have noticed the Defect or Shortage. If notification is made after the dates stated above, fas10 is not obligated (liable) to perform any remedy or pay any reduction in price related to such Defect or Shortage.

### 6.3 *Remedy*

In the event of any Defect, fas10 shall, at its own expense and its sole discretion, either rectify the Defect or deliver replacement Goods. In the event of a Shortage, fas10 shall deliver the missing quantity. The delivery of replacement or missing Goods shall be made within the normal time it takes for fas10 to produce new Goods (if needed) and transport them to the Destination. Defective Goods shall be handed over to fas10 at the Destination at the same time as the replacement Goods are delivered; if not, the Buyer shall pay fas10 scrap value for the Goods not delivered.

Instead of correcting a Defect or Shortage, fas10 has the right to reduce/credit the price for the Goods with an amount equal to the price for the missing or Defective Goods minus the latter's scrap value.

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### 6.4 *Limited liability*

Apart from the remedies and compensation expressly set out above, the Buyer is not entitled to any compensation or remedies for any Defect or Shortage, except in the event of fas10's gross negligence.

### 7. Force majeure

"Force Majeure" is an impediment beyond a party's reasonable control such as war, terrorism, fire, explosion, flooding or other extreme weather, major machine break-down, strikes, lockouts and other labour disputes, epidemic, trade disputes, the adoption of embargoes or other economic sanctions, refusals to grant licences, which the party could not reasonably have avoided or overcome. Delay or failure by a party to perform its obligations due to a Force Majeure event shall not constitute a breach of contract with the effect that the affected party is relieved from liability in damages and any other contractual remedy for breach of contract during the time the Force Majeure persists. The time for performance shall be extended by a period equivalent to the time the Force Majeure persists. If Force Majeure persists for more than three months, either party shall be entitled to terminate the Agreement in respect of Goods not yet delivered to the Buyer. In the event of such a termination, neither party will be entitled to any damages or other compensation.

### 8. Retention of title

(i) fas10 holds the title to the Goods delivered until the Buyer has made full payment for the Goods.

(ii) fas10 also holds title to the Goods delivered until the Buyer has made full payment of all other monies due from the Buyer to fas10.

(iii) Until the title passes, fas10 has the right to recover the Goods in the Buyer's possession or control and fas10 is hereby given the

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right to enter any land or building where the Goods are stored to collect the Goods.

(iv) If the Buyer processes the unpaid Goods into/or to form part of a "New Object", fas10 is granted title to the New Object proportionate to the value of the unpaid Goods in the New Object until it has received full payment for the original Goods. (v) If the Buyer sells any unpaid Goods or New Object, the Buyer hereby assigns to fas10 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.

### 9. Payments, VAT and overdue interests

Agreed prices are exclusive of Alloy Surcharges, Value Added Tax (VAT) and any other taxes or duties unless otherwise expressly agreed. Alloy Surcharge will be added by fas10's surcharge ruling at the date of dispatch (available at: [www.fas10.in](http://www.fas10.in)) for each lot of Goods unless otherwise expressly agreed. If fas10 is required to pay VAT and VAT-related penalties due to the Buyer not providing the correct VAT number or sufficient evidence of export/intra-EU shipment, the Buyer shall reimburse fas10 such costs.

If not otherwise agreed in writing, the Buyer's payments under the Agreement shall be made within 30 days from the date of invoice. If the Buyer at the date of dispatch is not approved for credit insurance by fas10's credit insurance company or has overdue invoices to any fas10 Group Company, fas10 is entitled to request advance payment or other security as a condition for delivery of the Goods. Should the Buyer refuse to take delivery, the Buyer shall pay for the Goods as if it is delivered. If the Buyer has not made payment by the Agreement, the Buyer shall pay overdue interest on the amount outstanding at a rate of 7 percent per annum above the three-month Euribor (Euro Interbank Offered Rate) interest rate, from the due date to the

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payment date. The interest shall be adjusted every three months from the due date.

10. Compliance with laws and regulations and commitment to business ethics

Each Party undertakes to

(i) comply with all applicable anti-corruption and anti-money laundering laws & regulations;

(ii) follow similar ethical standards as those in fas10's Code of Conduct (available at [www.fas10.in](http://www.fas10.in));

(iii) comply with all sanctions and export control regulations that apply to it, its business or the Goods, including, but not limited to, any economic or financial sanctions or trade embargoes implemented, administered or enforced by the United Nations, European Union, India, the USA and the UK (collectively "Sanctions Laws"); and to

(iv) maintain effective, risk-based policies, procedures, and controls for this purpose. Each Party represents and covenants (on an on-going basis) that neither it, nor any of its subsidiaries, directors or officers, is an individual or entity ("Person") that is, or is directly or indirectly at least 50% owned or otherwise controlled by one or more Persons that are, subject to or targeted by Sanctions Laws. Buyer hereby acknowledges that the Goods may be subject to export controls and licensing requirements. Any delay or incomplete delivery, caused by a denied or delayed export license or authorization required by applicable Sanctions Laws, shall not constitute a breach of the Agreement. All deliveries are subject to that all necessary export licenses and authorizations are granted. If required for compliance with applicable Sanctions Laws, the Buyer shall, upon request from fas10, provide an end-user statement before an order is accepted by fas10. Buyer shall not use, supply, sell, resell, export, re-export, transfer, dispose of, disclose or otherwise

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deal with the Goods, directly or indirectly, in or to any country, destination or person in violation of Sanctions Laws or for any prohibited end-use in violation of Sanctions Laws. For avoidance of doubt, the Buyer shall not

(i) supply any Goods to or to be used in Belarus, Cuba, Iran, North Korea, Russia, or Syria or the Russian-occupied regions in Ukraine and

(ii) supply any Goods to be used in connection with weapons of mass destruction or their means of delivery, or the production of military goods in a country subject to an arms embargo imposed by the United Nations, European Union, India, the USA or the UK. Buyer undertakes that, having exercised risk-based due diligence, to the best of their knowledge, their direct or indirect business partners that use, supply, sell, resell, export, re-export, transfer, dispose of, disclose or otherwise deal with the Goods, also comply with this section.

Buyer shall immediately notify fas10 if any of the representations or covenants in this section are or become untrue during the term of the Agreement.

Buyer shall indemnify and hold harmless fas10 from and against any loss, liability, claim, proceeding, action, fine, cost and damages of whatever nature that fas10 may incur or sustain because of it being in breach of the representations, covenants and undertakings given herein.

Notwithstanding anything to the contrary in the Agreement, if fas10, in its sole discretion, determines that any action of the Buyer would constitute a violation of Sanctions Laws, could give rise to secondary sanction exposure, place fas10 in violation of Sanctions Laws, or expose fas10 to penalties under Sanctions Laws, fas10 shall be entitled to immediately terminate the co-operation between the parties and the Agreement, without any right of compensation by the Buyer. If the Agreement is terminated under this section, fas10 shall not be liable for any harm, damages, loss or restitution to Buyer.

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### 11. Entire agreement

These Conditions, the Acknowledgment and any agreement confirmed in writing regarding the Goods constitute the entire agreement between the parties (the "Agreement"). The Agreement supersedes all previous negotiations, commitments and understandings between the parties for the Goods covered by the Agreement.

### 12. 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) (save for clause 13, third paragraph).

### 13. Disputes

Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration administered by the Mumbai Court.

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion, determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The legal place of arbitration shall be Mumbai, India, and the language of the arbitration shall be English. Notwithstanding the arbitration clause above, fas10 shall, in its sole discretion to collect debts of the Buyer, be entitled to submit any claim against the Buyer in the courts and authorities of the Buyer's country of domicile or the country where the Goods are located. In such a case, the governing law will be the law of the country where the claim is filed.

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[www.fas10.in](http://www.fas10.in) - [contact@fas10.in](mailto:contact@fas10.in) / [sales@fas10.in](mailto:sales@fas10.in)

(+91) 22-6659-5987 / (+91) 98-333-00-715 / (+91) 96-190-14-992

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### **14. General limitation of liability**

Under no circumstances shall fas10 or Buyer be held liable for any special, indirect, incidental or consequential loss or damage, including, but not limited to, loss of profit, loss of production, lost sales or claims from the Buyer's customer. This limitation, however, does not apply in the event of gross negligence or wilful misconduct. fas10 shall have no liability for any claim whatsoever when notification is made more than one year after the Risk Transfer Date.

### **15. Order Cancellation**

Under no circumstances can any order once placed be cancelled post-order acknowledgment provided by fas10 for the same. We take utmost care to choose the best Raw Materials for all our products, and therefore, once the processing starts, we cannot in any way accept cancellations. The Buyer is fully liable to pay for any material that they place the PO for, no matter their ability to use the components after placing the Order.

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**Registered Office: 21/B, Shakti Sadan, Lamington Road, Mumbai - 400007.**

**Warehouse: Plot No L43, Tundra Village, Talaja MIDC, Navi Mumbai - 410208.**



## **fas10 SuperAlloy Forgings LLP**

**Manufacturers of Exotic SuperAlloy & Coated Fasteners**

**Stock-Holders of Critical Alloys**

**An ISO 9001:2015 & PED 2014/68/EU Certified Company**

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### **Conflict Minerals Disclosure Rules**

By delivering the parts, products, materials or services. According to this purchase order, vendor hereby warrants and represents that it has conducted a due diligence review of its supply chain and determined that no such parts, products, materials or services contain any conflict minerals from the democratic republic of congo or its adjoining countries, or that any such conflict minerals present were derived from scrap or recycled sources.

For purposes of this representation, the term "conflict minerals" includes columbite-tantalite (coltan), cassiterite, gold, wolframite, and derivatives of the foregoing, limited to tantalum, tin and tungsten. Further, the countries adjoining the Democratic Republic of Congo include Angola, Burundi, the Central African Republic, the Republic of Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia.

Moving forward, it is our policy not to accept any materials containing conflict minerals unless the vendor can certify to us that the conflict minerals in question did not originate in the DRC or adjoining countries. Further, we will not accept shipments from vendors that fail to deliver completed vendor questionnaires.

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