



GENEE SOLUTIONS INDIA PVT.LTD

Delivery Terms and Conditions

1. DELIVERY

1.1 Delivery of the products shall be made by GSIPL to such place as shall have been agreed between GSIPL and the Customer. Unless the customer shall have notified GSIPL in writing within 5 working days of the date of Imperative's invoice that the Products have not been delivered then delivery shall deemed to have taken place in accordance with the Contract and the Customer shall not be entitled to raise any claim of short or mis- shipment. GSIPL is entitled to issue its invoice on or after the date of dispatch of Products from its facility.

1.2 GSIPL shall be entitled to assume that any person who both reasonably appears and claims to have authority to accept delivery who signs a note in respect of the Products on behalf of the Customer or the Customer's customer (if GSIPL has agreed to deliver direct) does in fact have the authority.

1.3 Any dates quoted for the delivery of Products are approximate only and GSIPL shall not be liable for any delay in delivery of the products howsoever caused.

1.4 Partial delivery is allowed unless otherwise mutually agreed by both parties. Failure by GSIPL to deliver the rest of the goods shall not entitle the Customer to treat the order as a whole as repudiated.

1.5 For the purpose of these Conditions where GSIPL has agreed to deliver Products direct to the Customer's customer any such delivery shall deemed to be delivery to the customer and any refusal by the Customer's customer to accept delivery shall be deemed to be a refusal by the Customer.

1.6 The customer shall bear all costs associated with the unjustified refusal of delivery of products. If the refusal is made on the grounds that the order was wrongly placed (i.e. wrong product, wrong pricing, etc.) and the refusal is accepted by GISPL, GSIPL reserves its right to charge accordingly additional fees for return transportation and administrative expenses related thereto, and original costs will not be reimbursed.

2. RISK AND PROPERTY

2.1 Risk of damage to or loss of Products shall pass to the customer at the time of delivery or if the Customer unjustifiably fails to take delivery of Products the time when GSIPL has tendered delivery of the Products.

2.2 Notwithstanding delivery and the passing of risk of the Products or any other provisions of these Conditions the property in the Products shall not pass to the Customer until GSIPL has received in cash or cleared funds Payment in full of the price of the Products and all other Products and Services previously sold or supplied by GSIPL to the Customer for which payment is then due.

2.3 Until such time as the property in the Products passes to the Customer the Customer shall hold the products as GSIPL fiduciary agent and bailee and

shall keep the Products separate to those of the Customer and third parties and properly stored protected and insured and identified as GSIPL property.

2.4 Until such time as the property in the Products passes to the Customer (and provided the Products are still in existence and have not been resold) GSIPL shall be entitled at any time to require the Customer to deliver up the Products to GSIPL and If the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Products are stored and repossess the Products.

3. WARRANTIES AND LIABILITY

3.1 GSIPL does not manufacture the products (or where the Products comprise computer software does not publish or license the software) and subject to the conditions set out below in this clause¹⁰ GSIPL sells the Products with the benefit of the manufacturer's or publisher's or licensor's ("publishers") warranty (as the case may be).

3.2

3.2.1 GSIPL will accept liability for defective Products only to the extent that GSIPL is entitled to make a claim under the manufacturer's or publisher's, dead on arrival, warranty or other defective goods terms and actually obtains from the manufacturer or publishers a refund credit repair or replacement in respect of the defective Products. Processing of these defective Products shall be made according to the manufacturer's procedure and the instructions set in clause^{10.4} below. GSIPL cannot and shall have no obligation to accept a return of and/or grant a credit for product not compliant with the manufacturer's procedures.

3.2.2 GSIPL shall be under no liability in respect of any defect arising from fair wear and tear wilful damage negligence abnormal working conditions failure to follow GSIPL or the manufacturer's or publisher's Instructions (whether oral or in Writing) misuse or alteration or repair of the Products without GSIPL approval.

3.2.3 GSIPL shall be under no liability under the above warranty if the total price of the Products has not been paid.

3.3 All warranties, conditions or other terms implied by common law or statute, or otherwise in connection with the sale or sale or supply of goods or goods or services (save, in the case of goods as to title) are excluded to the fullest extent permitted by law.

3.4 Any claim by the Customer that is based on a defect in the quality or condition of the Products shall be notified to GSIPL Customer Services Department. Upon notification of any such claim by the Customer GSIPL shall either notify the Customer whether the policy of the Manufacturer of the Products is to deal with the Customer direct (in which case the Customer shall deal with the manufacturer direct provided GSIPL gives sufficient details to enable the Customer so to do) or shall provide the Customer with an RMA number (in which case the Customer shall return the products to GSIPL in their original UNMARKED packaging together with details of the RMA number and the Customer's name and address). This clause 10.4 shall only apply to Product; Customer is entitled to return to GSIPL as provided in these Conditions.

3.5 GSIPL shall not be liable to the Customer for any economic or financial loss or damage (including without limit any loss of profits, loss of revenue, liabilities incurred by the Customer to third parties, or additional expenses incurred or the cost of time spent) or any consequential, indirect, or special loss or damage costs expenses or other claims for consequential compensation whatsoever (including without limit loss of or damage to data or

loss of goodwill) incurred or suffered by the Customer and in every case howsoever caused or arising (and whether caused by the negligence of GSIPL its employees or agents or otherwise).

3.6 GSIPL liability for direct loss or damage arising from damage to tangible property for which GSIPL is liable shall be limited to the

VAT Exclusive price of the relevant Product or Service in connection with which any claim for damage or loss is made.

3.7 Nothing in these Conditions shall in any way exclude or limit any liability GSIPL may have for death or personal injury caused by its negligence.

3.2.5 Strikes lockouts or other industrial actions or trade disputes (whether involving employees of GSIPL or a third party).

3.2.6 Difficulties of GSIPL supplier in obtaining raw materials labour fuel parts or machinery.

4. RETURNS AND REPAIRS

4.1 Except for Special Order Products, which are expressly excluded from these rules and cannot be returned under any circumstances, if GSIPL agrees to accept the return of any Products (other than for the purpose set out in Clause 10 (above) or agrees to carry out repairs to other Products which have not been purchased from GSIPL or agrees to repair Products which are out of warranty the Customer shall not send the same to GSIPL unless they are accompanied by an RMA number previously advised by GSIPL customer services department and a copy of the suppliers sales invoice and are sent in their original packaging or same or similar material.

4.2 The customer shall notify GSIPL within 14 working days of any delivery discrepancies, other than for the purposes set out in clause 10. If GSIPL issues a returns number (RMA), goods must be returned to GSIPL within 10 working days of the date thereof.

4.3 If GSIPL has agreed to carry out repairs or to replace Products (or any parts thereof) other than for the purpose set out in clause 10 above the Customer irrevocably authorises GSIPL to carry out such repairs or provide such replacements as shall place the Products in proper working order.

4.4 GSIPL shall accept no liability for any damage to or loss in transit in Products returned to GSIPL whether under this clause or under Clause 10 above. If GSIPL has agreed to accept the return of Products other than for the purpose set out in Clause 10 above or than for the purpose of carrying out any other repair or replacement the Products must be returned in their original packaging and in a clean re-saleable condition failing which GSIPL will refuse to accept the same and the Customer shall remain liable for the price thereof.

5. INSOLVENCY OF CUSTOMER

5.1 This clause applies if:

5.1.1 The customer makes any voluntary arrangements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation otherwise than for the purposes of amalgamation or reconstruction.

5.1.2 An encumbrancer takes possession or a receiver is appointed of any of the

property assets of the Customer or

5.1.3 The customer ceases or threatens to cease carrying on business or

5.1.4 GSIPL reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

5.2 If this Clause applies then without prejudice to any other right or remedy available to GSIPL, GSIPL shall be entitled to cancel the contract or suspend any further deliveries or services under the Contract without any liability to the Customer and if the Products have been delivered and not paid for then the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

6.0 EXPORT RESTRICTIONS

6.1 The Customer acknowledges that the transfer of any of the Products imported from the India is subject to the export control laws and regulations of the India and any amendments thereof which restrict exports and re-exports of hardware, Software, technical data, and direct products of technical data, including services derived from use of the Products. The Customer agrees that it will not export or re-export any India imported Products or any information and documentation related thereto, directly or indirectly, without first obtaining permission to do so as required from the Indian government Department of Commerce's or other appropriate governmental agencies to any countries, end- user's or for any end-user's that are restricted by India export laws and regulations and any amendments thereof which include, but are not limited to the following:

6.1.1 Restricted Countries: Cuba, Haiti, Federal Republic of Yugoslavia (Serbia and Montenegro), Iran, Iraq, Libya, North Korea, South Africa (military and police entities only), Syria and Vietnam.

6.1.2 Restricted End-Users: Any End-user whom the Customer knows or has reason to know will use India imported Products in the design, development or production of missiles and missile technology, nuclear weapons and weapons technology or chemical and biological weapons.

6.1.3 Restricted End-uses: Any use of India imported Products related to the design, development or Production of missiles and missile technology, nuclear weapons and weapons technology or chemical and biological weapons.

6.1.4 These restrictions change from time to time. If the Customer has any questions regarding its obligations under India export regulations the Customer should contact the Indian Government Department of commerce/Department of foreign trade.

7.0 CONFIGURATION

7.1 On agreement GSIPL will provide configuration services to Customer. Configuration services will be at the price agreed at the time the order is taken or confirmed. The Customer shall be solely responsible for the accuracy of its order, the specification of the components and their configuration and for ensuring that the configured Product specified is satisfactory for the purposes for which it is required including without limit that it has sufficient overall functionality, and will support, be compatible and inter-operable with any hardware, software or middleware with which it is intended to operate.

7.2 Configuration Services will have a warranty of days from the date of shipment to the Customer. GSIPL sole liability (and the Customers sole remedy against GSIPL) in respect of any defective Services for which GSIPL is responsible shall be the repair by GSIPL or at GSIPL option replacement of the product on which the services have been performed. (If any alleged defect shall be attributable to defect in Product the provisions of Clause 10 shall

apply). Claims in respect of defective services must be made within 21 days of the date of delivery of the configured product.

8. GENERAL

8.1 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving notice.

8.2 No waiver by GSIPL of any breach of the Contract by the customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.3 If any provision of these conditions is held by any authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provisions in question shall not be affected thereby.

8.4 The Contract shall be governed by the laws of England and the Customer submits to the exclusive jurisdiction of the English Courts.