

TERMS AND CONDITIONS OF SALES

1. ACCEPTANCE

Dakota Chemicals India Pvt.Ltd's acceptance is subject to the availability of stock and to Dakota Chemicals India Pvt.Ltd's prices in effect at time of shipment.

2. LIMITED WARRANTY

Dakota Chemicals India Pvt.Ltd warrants only that the Goods meet its sales Specifications in effect at the time of shipment. DAKOTA CHEMICALS INDIA PVT.LTD DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY

OR FITNESS FOR A PARTICULAR PURPOSE. Buyer is solely responsible for determining the suitability of the Goods purchased for the use contemplated by Buyer and Buyer assumes all risk and liability for loss, damage or injury to property out of the use or possession of the Goods furnished under this Agreement.

3. EXCLUSIVE REMEDY

Buyer's exclusive remedy and Dakota Chemicals India Pvt.Ltd's sole responsibility for any claim or cause of action arising under this Agreement is expressly limited to either (1) replacement or refund of the purchase price of all Goods shown to be other than as warranted, or (2) payment not to exceed the purchase price of the specific goods for which damages are claimed. Any refund or replacement is conditioned on Buyer giving Dakota Chemicals India Pvt.Ltd notice within 30 days of the expiration of the shelf life that the Goods are other than as warranted.

4. DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

IN NO EVENT SHALL DAKOTA CHEMICALS INDIA PVT.LTD BE LIABLE TO BUYER WHETHER IN CONTRACT OR TORT OR FOR BREACH OF STATUTORY DUTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION CLAIMS FOR INDEMNIFICATION, LOST REVENUES AND PROFITS EVEN IF DAKOTA CHEMICALS INDIA PVT.LTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. PRICE AND PAYMENT TERMS

Any applicable taxes or government charges may, at Dakota Chemicals India Pvt.Ltd's option, be added to Dakota Chemicals India Pvt.Ltd's price in effect at the time of shipment. The payment terms and due date shall be those stated on the front of this form. If payment is not received within the due date, Dakota Chemicals may charge interest at a monthly rate of 1.5%, or the maximum rate allowed by applicable law, whichever is less, on all overdue amounts without notification. The Payment Due Date is the date Dakota Chemicals India Pvt.Ltd expects to RECEIVE payment. Unauthorized payment deductions are not allowed for any reason and may interrupt Goods delivery.

6. FREIGHT TERMS AND TRANSFER OF TITLE

The freight term on the front of the Order Acknowledgement shall control. If no freight term is specified, then the goods will be shipped (Incoterms 2010) FCA Dakota Chemicals India Pvt.Ltd warehouse for rush orders and CIP Named Destination for other orders. Title to the goods transfers to Buyer upon delivery of the goods to the carrier.

7. CONTINGENCIES

Dakota Chemicals India Pvt.Ltd will incur no liability from delay in performance, non-performance or other failure to meet any obligation to the Buyer caused by circumstances beyond its control including but not limited to: war, fire, flood, strike, labor troubles, breakage of equipment, accident, riot, act of governmental authority, or Acts of God or in the inability to obtain, on terms judged reasonable by Dakota Chemicals India Pvt.Ltd, raw materials (including energy source) used in connection with the Goods. If Dakota Chemicals India Pvt.Ltd discontinues the sale of any Good(s) for the application(s), market(s) or industries served by Buyer, then Dakota Chemicals India Pvt.Ltd may upon 60 days prior written notice cancel any order, including those previously accepted, for such discontinued Good(s) with no penalty, liability or further obligation to Buyer.

8. PATENTS

Dakota Chemicals India Pvt.Ltd shall, at its own expense, defend and control any suit brought against Buyer for direct infringement of any Patent having a claim or claims covering either the Goods themselves or Dakota Chemicals India Pvt.Ltd's methods of manufacturing the Goods. Dakota Chemicals India Pvt.Ltd shall pay any award of damages assessed against Buyer in any such suit, but only to the extent that the damages are awarded specifically in connection with the alleged infringement. Dakota Chemicals India Pvt.Ltds will only be liable for the above defense and payment of damages if Buyer gives Dakota Chemicals India Pvt.Ltds written notice within 15 days of Buyer becoming aware of such suit. Dakota Chemicals will not be liable for the above defense or payment of damages and Buyer shall hold Dakota Chemicals harmless against any claim, loss or expense (1) where the suit alleges that the USE of the Goods infringes a patent or (2) where the Goods are produced according to Buyer's specifications, formulations or instructions. The above fully expresses Buyer's exclusive remedy and Dakota Chemicals's sole responsibility with respect to infringement of any patent for the Goods supplied under this Agreement and DAKOTA CHEMICALS EXPRESSLY DISCLAIMS ANY WRITTEN OR UNWRITTEN, EXPRESS OR IMPLIED WARRANTY AGAINST INFRINGEMENT with respect to the Goods.

9. ENTIRE AGREEMENT AND APPLICABILITY OF TERMS

This document and the sales specifications represent the entire agreement between Dakota Chemicals and Buyer with respect to the sale of the goods. No additional or different terms in Buyer's order or any other document shall create any additional Buyer rights or Dakota Chemicals India Pvt.Ltds obligations. Dakota Chemicals India Pvt.Ltds will consider requests by Buyer to modify or cancel any order and will confirm if accepted. Dakota Chemicals India Pvt.Ltd's waiver of a breach by Buyer of any provision of the Agreement shall not constitute a waiver of any other breach, or a subsequent breach of the same provision for the same or any other cause, by Buyer.

10. RESPONSIBLE CARE

Buyer agrees to manage its business consistent with the guiding principles of the Responsible Care initiative of the European Chemistry Council or a similarly comprehensive health, safety and environmental program.

11. APPLICABLE LAW AND COMMENCEMENT OF SUIT

This Agreement shall be governed by and construed in accordance with the laws of India without reference to the principles of conflicts of laws. The UN Convention on Contracts for the International Sale of Goods shall not apply. Any dispute shall be litigated exclusively in the judicial district nearest to Dakota Chemicals India Pvt.Ltd's office as listed on the front of this document and must be commenced within two (2) years after the cause of action has accrued.

12. EXPORT CONTROL

Buyer agrees to adhere to applicable export control laws and regulations and will not export, re-export, resell, or transfer the Goods except in accordance with such laws and regulations. Buyer confirms that, unless otherwise authorized under applicable export control regulations, Buyer will not use or transfer the Goods for use in the development, production, operation, or maintenance of nuclear applications or facilities, chemical or biological weapons or rocket systems or unmanned air vehicle applications.

13. Compliance with Import/ Foreign Trade Laws (only for invoice generated out of Bonded warehouse)

Buyer agrees to comply with all foreign trade laws including import procedure prescribed under Customs Act, 1956.

Dakota Chemicals India Pvt.Ltd will not be responsible for any lapse from buyer's side and Buyer is fully responsible for this Compliance.

14. All declarations in form C or I as applicable should be submitted within 90 days at our registered office.

"15th Floor, Dev Corpora, Pokhran Road No.1, Eastern Express Highway, Thane-400 601."

Differential tax and penalties will levied as applicable if forms are not submitted on Time.