Article 1 - General
1. The General Terms and Conditions of Sale contained herein ("General Conditions"), shall apply to 1) all offers, quotations and Order Confirmations as hereinafter defined issued by Ashland India Private Limited or any affiliate thereof ("Supplier") and 2) all Agreements hereunder defined between Supplier and any prospective buyer ("Buyer").
2. "Order Confirmation" shall mean the written confirmation by Supplier to sell or supply to Buyer the products, products description, quantity, delivery term, place of supply and other terms, conditions upon written or verbal order by Buyer to purchase from Supplier any products and/or services.
3. An agreement ("Agreement") shall be entered into if and when (i) the Supplier has concluded the Agreement in the accepted the related Purchase Order in writing by means of an Order Confirmation, or (ii) if Supplier did not send an Order Confirmation, Supplier has begun with providing the products and/or services and the Buyer did not immediately notify the opposite to Supplier in writing, or until 10 days after the Order Confirmation.
4. Supplier may withdraw its offers and quotations without notice at any time before an Agreement between Supplier and Buyer comes into existence, except that The Buyer shall inform the Supplier if any package complete or partial shut downs and shall make sure that the Supplier maintains access to the Buyer’s water systems during such shut down periods.
5. The Buyer is responsible to obtain any and all permits, authorizations and approvals from any authorities that may be required to operate the water treatment equipment and to store and use the products supplied by the Supplier at the Buyer’s facilities. The Buyer is responsible for all information and documentation provided to any authorities, even if the Supplier has provided this information and documentation at Buyer’s request to the authorities and/or the Buyer.

Article 7 – Equipment
Unless otherwise agreed in writing: (i) title to and ownership of all equipment made available to the Buyer by the Supplier on a lease, testing or any other basis, shall remain with Supplier; (ii) risk of loss of, and damage to, such equipment shall pass to Buyer upon delivery of such equipment to Buyer and Buyer shall take reasonable care of such equipment and use it in accordance with all instructions and recommendations; and (iii) Buyer shall deliver to Supplier or make available for collection by Supplier in accordance with Supplier’s instructions such equipment in the same condition as when it was first delivered to Buyer.

Article 8 - Health Risk and Safety
1. Buyer acknowledges that the products to be supplied under any Agreement may be hazardous to the human health and/or the environment.
2. Buyer shall familiarize itself with and shall be responsible to keep itself as well as all persons involved in the handling of the products as tax and/or charge as well as the duty of conducting payment formalities payable upon export; and (v) any import or other duty, tax or charge.
3. The Buyer shall indemnify and hold harmless the Supplier from any third party claims made to the Supplier for any personal injury or property damage, including those arising from the use or misuse of the products supplied by the Supplier at the Buyer’s facilities.
4. Subject to Article 11.4, the Buyer shall not in any circumstances be liable for any indirect, consequential or incidental loss or damage of any kind whatsoever (including without limitation loss of profit or revenue and damage to reputation or goodwill).

Article 10 – Warranty
1. Supplier warrants that the products and/or services supplied by Supplier and paid for by Buyer shall be in accordance with Supplier’s specifications, shall be of good and workmanship and free from defects in workmanship or materials, and that they shall be in accordance with any applicable laws or regulations. The Buyer is requested to ensure that the products and/or services shall be delivered to Buyer in the agreed quantity, free from visual damage. 1. Any agreements and documents to which these General Conditions apply shall be sent by the Supplier and/or the Buyer in writing to the other party, and the acceptance of such a document or notice by one party shall not be deemed to accept the Agreement if the other party has not agreed thereto.

Article 11 - Liability
1. The remedies set forth in Article 10 a) the Agreement solely relates to the delivery of products, or, b) any non-conforming products and/or services; and (iv) any and all other provisions or terms and conditions contained herein, unless, as demonstrated by the Buyer, such actions, omissions or events were solely caused by the Supplier.
2. In the event that water treatment equipment or any other apparatus, process, plant, program, processes, products, costs, operations and customers, which may come within the knowledge of Buyer, its affiliates, officers or employees shall be treated as confidential property of Supplier. The Buyer shall not use any of the information, in violation of any Agreement; notification shall not be disclosed to others, including governmental agencies or other authorities during or subsequent to the Agreement. Supplier reserves the right to supply any such product or service as well as modification of such product by the manufacturer which will be notified to Supplier as soon as the offer shall be delivered to Buyer in writing or other tangible media shall be delivered to Supplier upon Seller’s request or upon termination of the Supplier’s obligations hereunder.

Article 12 – Force Majeure
Any technical, commercial, economic and other information and data concerning Supplier’s business, including without limitation its formulas, product specifications, services, processes, programs, products, costs, operations and customers, which may come within the knowledge of Buyer, shall be treated as confidential property of Supplier. The Buyer shall not use any of the information, in violation of any Agreement; notification shall not be disclosed to others, including governmental agencies or other authorities during or subsequent to the Agreement. Supplier reserves the right to supply any such product or service as well as modification of such product by the manufacturer which will be notified to Supplier as soon as the offer shall be delivered to Buyer in writing or other tangible media shall be delivered to Supplier upon Seller’s request or upon termination of the Supplier’s obligations hereunder.

Article 13 - Confidentiality
No party shall have any liability for any delay or failure to fulfill any term or condition of any offer, quotation, Purchase Order, Order Confirmation, Agreement or other obligation to the extent such delay or failure is caused by or results from any event which is beyond the control of Supplier, including but not limited to: (i) strikes, labor disturbances, (ii) unavailability or shortage of raw materials or auxiliary materials, (iii) transportation problems, (iv) in cases, where Supplier itself is a manufacturer of any product or service, then it is the manufacturer of such product or service and not the regular supplier for any reason to supply such product or service as well as modification of such product by the supplier which will be notified to Supplier at the choice of the offer, quotation, Purchase Order, Order Confirmation, Agreement or other obligation.

Article 14 - Governing Law / Disputes
1. Any disputes arising from the documents or agreements to which these General Conditions apply shall be exclusively governed by the laws of India.
2. Any disputes arising from the documents or agreements to which these General Conditions apply shall be exclusively governed by the laws of India.