

Conditions of Sale

1. General

There shall be no understandings, agreements or warranties relative to the sale that are not fully expressed in either the Quotation or the Order Acknowledgment.

No contract shall be formed and CodeLine (hereinafter referred to as Seller) shall not be obligated to begin production of any order until a purchase order is received by Seller bearing an authorized signature of the Buyer. Such signature shall constitute an acceptance of all these Conditions of Sale and these conditions shall then operate to supersede any previous conditions contained in any purchase order or document.

No change in, addition to, nor waiver of the terms, conditions, and specifications contained in these Conditions of Sale shall be a binding obligation to Seller-unless approved in writing by an officer of CodeLine.

2. Prices

Prices quoted are Ex-Works and are valid for thirty (30) days unless specifically agreed to in writing otherwise by the Seller. Prices are subject to change without notice.

3. Payment

Unless otherwise stated, sales are made on a cash-in-advance or C.O.D. basis, at Seller's option. Accounts will be opened only with companies whose credit has been approved by Seller. Open accounts are net 30 days from the date of invoice. Seller reserves the right to require partial payment or payment in full in advance even after granting a credit line to Buyer. Payment shall be made at Seller's general offices Goa, India.

Invoices not paid within thirty (30) days will be considered delinquent and accrue finance charges at the rate of 1-1/2 percent per month. Seller reserves the right to refuse to make shipments to Buyer as long as an outstanding invoice is delinquent.

International accounts will be shipped against an irrevocable letter of credit in favor of Seller with draft drawn at sight and confirmed through Seller's bank. All charges accrue to the Buyer. Transshipments must be permitted, shipments allowed from any port.

4. Title

Title to all products sold hereunder shall pass to Buyer upon Seller's delivery to carrier at Seller's dock. Buyer shall bear risks of loss and damage to the goods after delivery to carrier at Seller's dock.

5. Shipping and Packing

All products are appropriately packaged for shipment and Seller will not be responsible for loss, delay nor breakage after having received "in good order" receipts from the transportation company. All claims for shortage, breakage, loss, delay and damage should be made promptly to carriers, but Seller will render Buyer all possible assistance in securing satisfactory adjustment of such claims.

In the absence of directions, goods will be shipped by the method and via carrier Seller believes dependable.

Unless otherwise specified, Buyer shall pay all costs of shipping. Seller's sole responsibility shall be to deliver the goods to the carrier at Seller's factory. All shipments are freight collect.

6. Warranty

The sole warranty applicable to goods manufactured or sold by Seller shall be the standard CodeLine limited one-year parts and workmanship warranty which is available on request.

This warranty is expressly in lieu of any other express or implied warranty with respect to the goods or their installation, use, operation, replacement or repair, including any implied warranty of merchantability or fitness of purpose. Seller shall not be liable by virtue of this warranty or otherwise for any special or consequential loss or damage resulting from the use or loss of use of the goods. Seller makes no warranty with respect to the installation of the goods or related equipment by any independent contractor.

7. Force Majeure

Seller shall not be under obligation nor liability for any direct, indirect or consequential damages arising out of delay in performance or nonperformance of the terms caused, directly or indirectly, by fire, explosion, accidents, flood, labor trouble or shortage, war, act of or authorized by any government, inability to obtain suitable material, equipment, fuel, power or transportation, or act of God or arising from contingencies, occurrences or causes beyond the control of the party affected. Quantities so affected by any such circumstances may be eliminated without liability, but the terms shall otherwise remain unaffected.

8. Cancellation or Change Order Charges

Buyer shall not cancel order nor change specifications, shipping schedules or any other condition except upon written notice and payment to Seller of all reasonable costs incurred as a result of such cancellation or change.

9. Returns for Credit

No returns for credit will be accepted unless Seller's permission has been obtained in advance. Credit will be based on prices prevailing at the time of return, or invoiced price, whichever is lower, subject to deduction for handling and an additional deduction for expenses incurred in restoring goods to saleable condition. Seller reserves the right to delay payment until returned merchandise is purchased by another buyer. Obsolete or specially manufactured goods can be accepted for return or credit only to the extent of value to Seller in each case. No credit will be issued to other than the original Buyer.

10. Taxes

Buyer shall reimburse Seller for sales, use, occupation, excise and other taxes arising out of sale upon receipt of Seller's invoice for such taxes or shall provide Seller with appropriate tax exemption certificate.

11. Designs

All designs and specifications shown in Seller's literature are subject to change without notice.

12. Assignment

Buyer may not assign this Agreement without Seller's prior written consent.

13. Attorney's Fees

In the event either party is required to bring an action in connection with these terms or conditions of sale or any action in connection with collection of amounts due hereunder, the prevailing party shall be entitled to recover all of its costs and expenses including reasonable attorney's fees.

14. Governing Law and Venue

This agreement shall be construed in accordance with the laws of India. The forum for any action pursuant to this agreement shall India.

15. Compliance with Laws

Seller has complied with all applicable Federal, State and local laws and regulations in connection with the manufacture and sale of all equipment. No responsibility nor liability will be taken for import duties, laws, regulations or taxes imposed by any foreign country.

