



ANNEXURE 1

CLAUSE 1: GENERAL

1.1 INVOICING: BASED ON ACTUAL NETWEIGHT

THIS CONSIGNMENT DOES NOT CONTAIN ANY TYPES OF ARMS, AMMUNITIONS, MINES, SHELLS, CARTAGES, RADIOACTIVE CONTAMINATED OR ANY OTHER EXPLOSIVE MATERIAL IN ANY FORM EITHER USED OR OTHERWISE.

1.2 CHARGES: ALL COSTS AND CHARGES RELATED TO CONTAINERS AT THE DISCHARGE PORT & AT THE DESTINATION TO BUYER'S ACCOUNT. IF ANY OF THE ABOVE CHARGES PAID BY THE SELLER, THEN SAME WILL BE CHARGED TO BUYER SEPARATELY IN INVOICE ON ACTUAL BASIS.

THE BUYER WILL MAKE EVERY ENDEAVOR TO RETIRE THE DOCUMENTS AT THE EARLIEST BEFORE ARRIVAL OF THE CONTAINERS AT DISCHARGING/DESTINATION PORT. IT IS BUYER'S RESPONSIBILITY TO DISCHARGE THE CARGO BEFORE OR UPON ARRIVAL OF THE CARGO AT PORT OF FINAL DESTINATION.

1.3 DISCHARGE PORT CHARGE: ANY DISCHARGE PORT STORAGE CHARGES AND DETENTION / DEMURRAGE OF SHIPPING LINE BEYOND FREE TIME PROVIDED AT DISCHARGE/DESTINATION PORT DUE TO DELAY IN CLEARING THE CARGO BY THE FORWARDING EXPENSES AT DISCHARGE PORT WILL BE ON ACCOUNT OF BUYER.

1.4 UPON SIGNING OF THIS AGREEMENT: BY SIGNING THIS CONTRACT THE BUYER PROMISE TO PAY TO THE SELLER THE VALUE OF QUANTITY SHIPPED OUT UNDER THIS CONTRACT UPON THE RECEIPT OF THE DOCUMENTS IN THE BUYER'S BANK.

IN CASE OF DEFAULT IN PAYMENT BY BUYER THE SUPPLIER HAS A RIGHT TO CLAIM ALL THE LOSSES INCURRED BECAUSE OF DELAY IN PAYMENT FROM THE BUYER INCLUDING THE INVOICE VALUE PLUS ANY OTHER CHARGES OCCURRING DUE TO NON CLEARANCE OF THE CONTAINERS/CARGO.

IN THE EVENT THAT SIGNED AND STAMPED CONTRACT IS NOT RETURNED WITHIN A PERIOD OF 48 HOURS, IT SHALL BE UNDERSTOOD THAT ALL TERMS OUTLINED THEREIN ARE AUTOMATICALLY ACCEPTED BY THE BUYER, AND SAID CONTRACT ALONG WITH ITS ANNEXURES SHALL PREVAIL OVER ANY OTHER TERMS.

1.5 PAYMENT TERMS: AS PER PROFORMA INVOICE / SALES CONTRACT SHARED VIA EMAIL

1.6 DELAY IN ADVANCE PAYMENT: IF BUYER DELAYS IN ADVANCE PAYMENT WITHIN 05 WORKING DAYS OR SIGNING OF THE CONTRACT THEN SELLER HAS A RIGHT TO CANCEL OR RENEGOTIATE THE CONTRACT WITH THE BUYER.

UPON RECEIVING ANY ADVANCE PAYMENT FOR THE SUBJECT CONTRACT, IT IS UNDERSTOOD THAT YOU, REFERRED TO AS, THE BUYER AGREE TO ALL TERMS AND CONDITIONS MENTIONED IN THE CONTRACT. YOUR ACCEPTANCE OF THESE TERMS IS CONFIRMED BY YOUR PAYMENT.

1.7 FREE DAYS: MAXIMUM 10 DAYS FREE DETENTION PERIOD WILL BE PROVIDED AT DESTINATION PORT, DEPENDING UPON SHIPPING LINE.

1.8 DP DOCUMENTS MUST BE RETIRED BY THE BUYER BEFORE ARRIVAL OF THE CARGO AT DESTINATION PORT.

1.9 IF THE BUYER DOES NOT PAY FOR THE DOCUMENTS IN TIME, SELLER RESERVES THE RIGHT TO RECALL THE DOCUMENTS AND TREAT THE ADVANCE PAID BY THE BUYER AS FORFEITED AND RE-SELL THE CARGO TO ANY OTHER BUYER, AS THE SELLER DEEMS FOR, WITHOUT ANY OBJECTION FROM THE BUYER.

1.10 BUYER'S FAILURE AS IN CLAUSE 1.9 ABOVE WILL AUTOMATICALLY BE DEEMED TO BE A NO OBJECTION FROM THE BUYER TO THE SELLER FOR ALLOWING THE SELLER TO RESELL THE GOODS.

CLAUSE 2: DOCUMENTATION

DOCUMENTS AGAINST PAYMENT:

- 3/3 OF ORIGINAL CLEAN: "SHIPPED ON BOARD" BILLS OF LADING MARKED "FREIGHT PREPAID", MADE OUT TO ORDER AND NOTIFY THE APPLICANT.
- 3/3 ORIGINAL OF COMMERCIAL INVOICE BASED ON NET WEIGHT OF THE BL.
- 3/3 ORIGINAL DETAILED PACKING LIST SHOWING TOTAL CONTAINERS, TOTAL NET WEIGHT OF EACH CONTAINER AND TOTAL NET WEIGHT OF THE SHIPMENT.
- ORIGINAL CERTIFICATE OF ORIGIN ISSUED BY SELLER ON COMPANY'S LETTERHEAD.
- PRE-SHIPMENT INSPECTION CERTIFICATE BY INSPECTION AGENCY APPROVED BY DGFT, NEW DELHI STATING THAT MATERIAL IS FREE FROM ARMS, AMMUNITIONS, MINES, SHELL, IN ANY FORM, USED OR OTHERWISE.
- "FORM-9" & "FORM-6"
- ORIGINAL CERTIFICATE OF WEIGHT ISSUED BY SELLER.
- SELLER'S CERTIFICATE CONFIRMING THAT THE "MATERIAL TO BE FREE FROM EXPLOSIVE AND RADIOACTIVE MATERIALS AND TOTALLY FREE FROM ANY INCINERATOR SCRAP.
- CHAMBER OF COMMERCE: ATTESTATION OF CERTIFICATE OF ORIGIN FROM CHAMBER OF COMMERCE OR ANY AUTHORITY FROM THE BENEFICIARIES COUNTRY OR BY THE COUNTRY OF EXPORT (IF REQUIRED) WILL BE CHARGED SEPARATELY IN THE INVOICE AND BUYER HAS TO INFORM SELLER PRIOR TO SHIPMENT.
- THIRD PARTY DOCUMENTS & SHIPMENT PRIOR TO CONTRACT DATE IS ACCEPTABLE.

CLAUSE 3: CARGO INSPECTION AND CLAIM

3.1 QUANTITY / WEIGHT: IF THE WEIGHT OF CLOSED CONTAINERS AT FINAL DESTINATION IS FOUND TO BE DIFFERENT FROM THE WEIGHT MENTIONED ON THE BL, THE BUYER SHOULD INFORM SELLER IMMEDIATELY. THEY WILL SEND THEIR REPRESENTATIVE WITHIN 24 HRS AND SEAL OF THE CLOSED CONTAINERS TO BE OPENED IN THE PRESENCE OF SELLER REPRESENTATIVE ONLY PRIOR TO BREAKING THE CUSTOM SEAL FOR A JOINT INSPECTION OF THE DE-STUFFING OF THE CARGO, IN CASE THE BUYER FAILS TO DO SO, NO CLAIMS WILL BE ADMISSIBLE UNDER THIS CONTRACT. ANY QUANTITY CLAIM MUST BE SUPPORTED BY "CONCUR/CFS WEIGHT SLIPS AND WEIGHT SLIP OF COMPUTERIZED WEIGHT BRIDGE OUTSIDE THE PORT AREA.



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3.2 QUALITY: ANY QUALITY CLAIM MUST BE REPORTED TO THE SELLER, IMMEDIATELY AFTER OPENING OF THE CONTAINER AND MUST BE BEFORE UNLOADING. SELLER WILL SEND THEIR REPRESENTATIVE, TO INSPECT THE QUALITY OF THE CARGO OR CAN DEPUTE SURVEYOR TO INSPECT THE CARGO. SURVEYOR ADMINISTRATIVE CHARGES PAID BY THE BUYER, THE REPORT SHOULD BE CONTAINER WISE IN DETAIL & THE BUYER MAY LODGE CLAIM WITH SELLER AFTER COMPLETE DISCHARGE OF THE CARGO BUT WITHIN MAXIMUM 5 DAY PERIOD AS PER THE INSPECTION REPORT SIGNED BY BUYER & SELLERMUTUALLY.
ANY CLAIM MUST BE MADE AGAINST THE TOTAL QUANTITY OF THE CARGO SHIPPED UNDER ALL SHIPMENTS, NOT IN EACH CONTAINER AND MUST BE SUPPORTED BY PHOTOGRAPHS & CONCUR / CFS WEIGHT/DOUBLE WEIGHT SLIPS OR THIRD PARTY SURVEY REPORT.

3.3 INSPECTION CHARGES AT LOADING PORT TO BE PAID BY THE SELLER. THE INSPECTION CHARGE AT FINAL DESTINATION TO BE PAID BY THEBUYER.

CLAUSE 4: BUYERS OBLIGATION

IF REQUIRED, THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING PROPER IMPORT LICENSES AND THE AUTHORITY TO IMPORT THIS SCRAP INTO THEIR COUNTRY. ANY COSTS OR DELAYS RELATING TO THE BUYER NOT HAVING PROPER AUTHORITY TO IMPORT WILL BE FOR THE ACCOUNT OF THE BUYER. THE SELLER HOLDS NO RESPONSIBILITY AT DESTINATION PORT.

CLAUSE 6: ARBITRATION

IN CASE OF A DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PARTIES SHALL CONSULT AND NEGOTIATE WITH EACH OTHER IN GOOD FAITH AND ATTEMPT TO REACH A REASONABLE AMICABLE SETTLEMENT. IF NOTWITHSTANDING SUCH EFFORTS, NO AMICABLE SETTLEMENT CAN BE REACHED, ANY DISPUTE ARISING HEREUNDER SHALL BE FINALLY SETTLED UNDER THE CEPANI RULES OF ARBITRATION BY ONE SOLE ARBITRATOR APPOINTED IN ACCORDANCE WITH THOSE RULES. THE SEAT OF THE ARBITRATION SHALL BE ITALY AND THE ARBITRATION SHALL BE CONDUCTED IN THE DUTCH LANGUAGE.

CLAUSE 7: ADDITIONAL CONDITIONS

- THIS CONTRACT IS MADE IN ENGLISH LANGUAGE IN 02 ORIGINALS, ONE OF WHICH IS RETAINED BY EACHPARTY.
- SIGNING VIA FAX OR SCANNING ISACCEPTABLE
- IF BUYER HAS NOT FULLY PAID THE PURCHASE PRICE TO EU METAL ITALIA UPON THE EXPIRY OF THE PAYMENT TERM SET OUT IN THE ORDER, BUYER SHALL AUTOMATICALLY AND WITHOUT PRIOR NOTICE OF DEFAULT PAY (I) INTERESTS ON THE OVERDUE AMOUNT AT AN INTEREST RATE OF 20% PER YEAR AND (II) A LUMP-SUM COMPENSATION OF 10% OF THE OVERDUE AMOUNT, WITHOUT LIMITING ANY OTHER RIGHTS OR REMEDIES AVAILABLE TO EU METAL ITALIA.
- BUYER SHALL MAKE FULL PAYMENT TO EU METAL ITALIA OF THE PURCHASE PRICE SET OUT IN THE ORDER AND WITHIN THE PAYMENT TERM SET OUT IN THE ORDER, WHEREBY BUYER SHALL NOT BE ALLOWED TO POSTPONE, DELAY OR SUSPEND SAID FULL PAYMENT (OR ANY PART THEREOF) FOR ANYREASON WHATSOEVER, INCLUDING BUT NOT LIMITED TO QUALITY PROBLEMS, LATE DELIVERY, NON-CONFORMITY, LACK OF QUANTITY, FORCE MAJEURE
- ENTIRE AGREEMENT
THIS AGREEMENT REPRESENTS THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER THERE OFAND, UNLESS EXPRESSLY PROVIDED OTHERWISE, SHALL SUPERSEDEANY PRIOR OR LATER AGREEMENTS AND UNDERTAKINGS BETWEEN THE PARTIES WITH RESPECT TO THAT SUBJECT MATTER.



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