## **General Conditions of Purchase**

- 1. Differing or additional terms or conditions, in particular those of the supplier, are only valid with written agreement from SAREX.
- 2. The supplier makes SAREX and/or the forwarding agent aware of any characteristics of the ordered goods that necessitate special care during transport and storage, whether it be to avoid damage to the goods themselves or to avoid damage by the goods to other material or persons.
- 3. The supplier ensures that the regulations concerning the transport of dangerous goods (IATA/IMCO/RID/ADR) are adhered to.
- 4. SAREX and/or the recipient at the final destination examines the goods. SAREX ensures that any complaints are passed on immediately to the supplier.
- 5. The place of jurisdiction is Mumbai/ India. Indian law applies exclusively.

## **General Conditions of Sale**

- 1. Differing or additional terms or conditions, in particular those of the recipient, are only valid with written agreement from SAREX. The recipient examines the goods immediately upon receipt.
- 2. Any complaint must be made in writing and must reach SAREX at the latest within a week of receipt of the goods.
- 3. If the deficiency in question is connected to a service provided by SAREX, SAREX's liability is limited in maximum to the value of the goods.
- 4. All orders will be executed according to the current ISO-like quality system. If a customer demands execution according to GDP (Good Distribution Practice for GMP-relevant products or APIs), the applicable requirements have to be defined in writing prior to any order.
- 5. Rate prevailing on the date of dispatch will be charged if there are no contracts.
- 6. Claims, If any, we be entertained in respect of the goods only if the same are brought to our notice in writing within 48 hours of the receipt of goods by the buyer. If no such claim is made by the buyer in writing within 48 hours, the good shall be deemed to have been accepted by the buyer in respect of quality or quantity of the goods agreed to be supplied under the invoice.
- 7. No allowance for shortage will be given unless the same is notified in writing at the times of receiving the goods.
- 8. The place of jurisdiction is Mumbai/India. Indian law applies exclusively.