

Proforma Invoice



Customer No. C1555 **Order No.** : SO/09-21MUM/LS/0096
External Doc. No. DSIPL/21/1138 **Posting Date** : 21/09/2021

Customer/Invoice To: IndusUno Online Pvt Ltd 14-6-3, Alapati Ramarao Street, Gandhi Nagar, Vijaywada-520003 Ashish Jain GST No. 37AADCI9220N1Z7	Ship To : IndusUno Online Pvt Ltd Bldg No.453, Shop No.24, 1st flr Srivastava Mrket Hauz Qazi ,Chawri Bazar Metro Station Gate No 1, New Delhi, , GST No.: 07AADCI9220N1ZA,
Your Purchase Order No. : Order Ref. No. VPO-21090180 Order Date : 17/09/2021 : READY TO RELEASE	Delivery Terms : EX-WORKS Terms of payment : 100% agnst Proforma invoice prior to mtrl dispatch Delivery date: Sales Person Name: Dushyant Arora

Sr. No.	Item No.	Description	HSN Code	CGST Amount	CGS T %	IGST Amount	IGST %	SGST Amount	SGST %	Price	Qty.	Packing Amount	Discount %	Amount
		Thank you for your Purchase Order												
1	8327701	Alcotest 5000 - V1	90271000	0	0	53100	18	0	0	29500.00	10.00	0		295000.00
										Sub Total				295000.00
										IGST				53100
										Grand Total				348100.00

Draeger Safety India Pvt. Ltd.

Factory Shed No.6, Survey No.42, Village Deodal, PO
Kaman, Taluka-Vasai, District-Thane
401202 - Thane

Maharashtra, India, GST No.:
27AAECD0537A1Z9

Fax No./Phone No. : 28759900

PAN No. : AAECD0537A

Service Tax Reg. No. : AAECD0537ASD001

The Hongkong and Shanghai Banking Corporation Limited

52/60 Mahatma Gandhi Road, Mumbai-400001

Branch: M G Road
IFSC Code: HSBC0400002

MICR Code: 400039002

Bank Acc No.: 006-096077-001

Authorized Signatory

Draeger safety India Pvt. Ltd.

*** This is a system generated 'Proforma Invoice' ,hence needs no signature.**

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GENERAL TERMS AND CONDITIONS OF SALE FOR GOODS AND SERVICES.

In these General Terms and Conditions:
(i) Draeger means DRAEGER SAFETY INDIA PRIVATE LIMITED, or any related corporation or legal entity;
(ii) Customer means the person, firm, corporation, government or semi-government authority purchasing goods and services from Draeger;
(iii) Goods means goods and services. Where reference to Goods is made in these GTC's, it shall collectively refer to both goods and services, unless expressed otherwise;
(iv) GTC's refers to these General Terms and Conditions of Sale for Goods (including services).

1. Scope of Application, General
1.1 Any delivery of goods and provision of services by Draeger to the Customer, shall be subject to these GTC's set forth herein. These GTC's form a constant part of all offers, quotations, order acknowledgements, purchase orders, invoices, delivery receipts and agreements between Draeger and the Customer.
1.2 Draeger and the Customer may agree to terms and conditions deviating from these GTC's, such terms shall then have priority over these GTC's, provided they are expressly agreed to in writing and signed by both the parties.

2. Scope of Performance
2.1 Invitation of offers by Draeger shall always be non-binding. Orders shall be deemed accepted only if Draeger confirms the same in writing or carries out the order.
2.2 The offer or quotation by Draeger shall govern the scope of performance. Statements as to weight and measurements in brochures and offers are not guaranteed properties. The functions of software shall be limited to the description in the performance specifications. To the extent reasonably acceptable, Draeger may use components that are as good as new or that have been rendered as good as new.
2.3 Guarantees as to properties or shelf life must be in writing from Draeger.
2.4 Draeger shall retain, without limitation, any and all ownership rights, copyrights and industrial property rights in drawings, technical documents and other data, information and documentation in material or immaterial form, including in electronic form; these may not be disclosed to third parties, without written consent from Draeger.
2.5 In case of resale of Goods, the Customer is responsible to comply with all applicable export rules and regulations. The Customer shall defend and indemnify Draeger from all costs, expenses, losses and claims in the event of violation of export rules and regulations by the Customer.

3. Description of goods
3.1 The description of Goods as stipulated on offers, quotations, order acknowledgements, purchase orders, invoices, delivery receipts and other agreements is provided by way of identification only and the use of that description shall not constitute a description under any agreement of sale. Any description of any Goods in any brochure, document or other sales literature used by Draeger shall not form part of any agreement between Draeger and the Customer.

4. Design Changes
4.1 Draeger shall have no obligation to make alterations in the design and construction of Goods previously accepted and delivered even though design changes are incorporated in the Goods subsequently delivered by Draeger.

5. Software
5.1 Should software be included in the scope of delivery, Draeger grants to the Customer, subject to the following terms, a non-exclusive and non-transferable right of use therein.
5.2 All rights in know-how and Goods that merit intellectual property right protection (including but not limited to inventions and copyrights for example) are retained by Draeger. Draeger may use know-how acquired in connection with the performance of its contractual obligations to the Customer for its own commercial purposes, without any limitation whatsoever.
5.3 If software is delivered as a component of a device or intended for a specific device (firmware), the Customer may use the firmware only with the specified equipment. Use of firmware together with other equipment shall require Draeger's express written consent.
5.4 User documentation is provided in adequate form for the software's intended purpose. Any further documentation, in particular firmware documentation or documentation for maintenance purposes shall require an express written agreement.
5.5 Unless Draeger expressly grants the Customer a multiple license, the Customer shall receive a single user license in the software, i.e. the Customer may simultaneously use the software on only one end device. However, solely for backup purposes, the Customer may make one backup copy. In the event of a multiple license, the Customer shall comply with the installation instructions furnished by Draeger and shall keep a record of the location of every installation. Such records shall be submitted to Draeger upon request.
5.6 Software shall be furnished exclusively in machine readable form as object code.
5.7 The Customer may not modify, engage in reverse engineering, translate, extract or otherwise link the software to other programs. The Customer may not remove from the data carriers alphanumeric and other labels and manufacturer information - in particular, copyright notices - and shall transfer same without modification to any backup copy.
5.8 The Customer may not lease the software or grant sublicenses. Software acquired in conjunction with a device may only be sold to third parties together with said device. Software may be sold to third parties only if the Customer does not grant to the third party rights to use the software exceeding the license granted to the Customer by Draeger. In the event of resale, the Customer may not retain any copy of the software. Multiple licenses may be resold only in their entirety.
5.9 If Draeger provides third party software, such as Open Source Software, i.e. software for which Draeger holds only a derivative license, the terms and conditions of use agreed between Draeger and its licensor shall apply in addition and shall have priority. Draeger shall submit such terms and conditions of use to the Customer upon request. Should such terms and conditions of use be violated by the Customer, both Draeger and the licensor shall be entitled to assert any resultant claims and rights in their own name.
5.10 The Customer agrees to store the software and any documentation relating thereto securely in order to preclude any abuse.
5.11 The sale of software does not include an obligation by Draeger to provide software maintenance services. This shall require a separate agreement.

6. Prices, Payment Terms, Set-off, Right of Retention
6.1 The Prices shall only become binding after Draeger's written confirmation.
6.2 Draeger reserves the right without notice to alter the price of Goods, whether or not a deposit or part payment has been received by Draeger for such Goods and to invoice the Customer for any such extra amount, where the costs of the Goods to Draeger has altered due to circumstances beyond its control, including but without limiting the generality of the foregoing any variation in Draeger's exchange rates, GST or other taxes, levies, imposts, duties, premiums, fees or charges however designed and to correct errors and omissions.
6.3 Invoices shall be payable upon receipt without any deductions in the agreed currency. The Customer shall bear any costs associated with payment.
6.4 Payment is to be made to Draeger for Goods in advance or by way of cheque payable upon Delivery, unless agreed otherwise by both the parties in writing.
6.5 Where special payment or credit terms have been agreed with the Customer full payment shall be made by Customer within 30 days of date of invoice or upon the passing of risk and responsibility in the Goods to the Customer (as set out in clause 8), whichever is the sooner.
6.6 If the Customer fails to comply with the terms of payment in paragraph 6 hereof then:
6.6.1 The Customer agrees that it will pay interest to Draeger at a rate of one and three quarters (1.75) per cent per month on all monies outstanding from time to time;
6.6.2 The Customer shall be liable for all costs including GST or other taxes relating to any legal action taken by Draeger to recover moneys due from the Customer. These costs including GST or other taxes will be payable by the Customer to Draeger on demand.
6.6.3 Draeger reserves the right to discontinue or suspend the supply of Goods to the Customer.
6.6.4 No discount shall be allowed, except where otherwise agreed by Draeger in writing.
6.7 Invoices may be issued by Draeger and will be payable by the Customer in respect of every delivery notwithstanding that the balance of the order has not been delivered for any reason.
6.8 In the case of payment by cheque, the day on which Draeger takes receipt of the relevant amount into its banking account shall be deemed the date of receipt of payment. The Customer shall bear any commission and collection charges.
6.9 Draeger reserves the right to demand a down payment or security equivalent to the invoice amount and to suspend the execution of its obligations, should circumstances justify reasonable doubts to the Customer's willingness or ability to fulfil their payment obligations.
6.10 The Customer shall not be entitled to withhold payment or offset counterclaims unless confirmed in a final and binding judgment.

7. Application for a Credit Account
7.1 If requested by Draeger, the Customer agrees and hereby consents that for the purpose of processing an application for a commercial trade credit account, Draeger may seek to obtain a credit

report containing personal financial information about the Customer from a credit reporting agency.

7.2 The Customer agrees and hereby consents that Draeger may give to and seek from other credit providers named in the credit application form and any providers that may be named in a credit report issued by a credit reporting agency, information about the Customer's credit arrangements. The Customer understands that this information may include any information about their credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive.

7.3 Where a Customer opens a credit account with Draeger the Customer may be required to nominate referees or guarantors (that shall be acceptable to Draeger) prior to credit being approved by Draeger.

7.4 Draeger reserves the right to withdraw at any time any credit facilities extended to the Customer where payment is not received or where such other acts or omissions of the Customer are objectionable to Draeger in its own discretion.

8. Shipping, Packaging, Passing of Risk
8.1 The risk of accidental loss, damage or deterioration shall pass to the Customer no later than upon shipping of the Goods from the relevant Draeger site of dispatch, even if freight prepaid delivery is agreed, and even if partial deliveries are made or Draeger has agreed to provide other services, such as commissioning or installation. Should shipment be impossible or delayed, without any fault on the part of Draeger, risk shall pass to the Customer upon notification that the Goods are ready for shipment.
8.2 In all cases, where commissioning, installation and formal acceptance of the Goods is required by the Customer but is delayed by the Customer for any reason, risk and responsibility of the Goods delivered shall pass to the Customer upon delivery of the Goods and payment therefor shall become due on the expiry of ninety (90) days from the date of delivery or upon notification from Draeger of readiness to undertake installation, commissioning or formal acceptance (as applicable), whichever is the sooner, unless Draeger is responsible for the delay. 8.3 In case of delay in commissioning, installation or formal acceptance of the Goods by the Customer, warranty of the Goods delivered but not commissioned, installed and accepted by the Customer (due to fault or delay on the part of the Customer), will commence on the expiry of ninety (90) days of the date of delivery of such Goods, unless Draeger is responsible for such delay.
8.4 Should software be furnished by way of electronic communications media (e.g. via the Internet), risk shall pass when the software leaves Draeger's control.

9. Delivery and Delivery Time
9.1 Draeger may make partial deliveries, unless otherwise expressly agreed in writing by Draeger to the Customer.
9.2 Compliance with agreed deadlines for the provision of Goods shall require prior clarification of all commercial and technical questions between Draeger and the Customer and that the Customer has met any and all obligations incumbent upon it, e.g. provision of documents, other materials, permits or releases, or payment of a down payment. Should this not be the case, the delivery time shall be reasonably extended.
9.3 The delivery time shall be deemed complied with if Draeger has shipped the Goods prior to expiry of the delivery time or if notice of readiness for shipment has been given. In the event that formal acceptance is to take place, the acceptance date, or, alternatively if the acceptance date is disputed, then the date of issuance of a notice of readiness of acceptance as issued by Draeger, shall prevail.
9.4 The deadline for provision of Goods shall be reasonably extended in the event of Force Majeure, in particular, in the case of natural events, mechanical damage and other unforeseeable operational disruptions, measures within the context of industrial disputes, in particular, strike and lockout, and in the event of unforeseeable hindrances and incorrect or late self-delivery, provided Draeger is not responsible therefor. Should the relevant delivery or service become impossible or a hardship due to the aforementioned circumstances, Draeger may rescind the agreement fully or partially.
9.5 Unless Draeger otherwise agrees in writing GST or other applicable taxes, delivery, carriage insurance, handling, storage and packaging and any other expenses relating to the goods shall be charged to and paid by the Customer.
9.6 In the absence of specific agreement with the Customer, Draeger will select the carrier and make such agreement with the carrier on behalf of the Customer as Draeger in its absolute discretion deems appropriate.
9.7 Draeger will endeavor to deliver the Goods (or provide services) within the Customer's required delivery period, but shall not be liable for any loss or damage directly or indirectly sustained from any failure to deliver within such period. Time shall not be the essence of this agreement and any delay shall not be the basis of the Customer's cancellation of this agreement.
9.8 Draeger shall not be liable for any loss or damage resulting from any failure to give notice of any delay in delivery.
9.9 Draeger reserves the right to deliver the Goods by installments at its absolute discretion and in such circumstances, the Customer shall accept delivery of such Goods by installments. In case of delivery of the Goods by installments, the Customer shall pay for each installment separately.
9.10 Where in order to deliver or collect Goods, Draeger or its carrier enters upon the Customer's premises, the Customer shall provide full and safe access to Draeger or its carrier and shall be liable for and indemnify Draeger and its carrier against the cost of all loss, damage to property and injury to persons, occurring directly or indirectly as a result of the failure by the Customer to ensure the said full and safe access.
9.11 The Customer shall be responsible for providing adequate labour and/or material handling equipment for loading and unloading of Goods at its premises.
9.12 Where Draeger agrees to collect Goods from the Customer's premises, the Customer shall ensure that the Goods are all available for collection at an easily accessible central point and that they are ready for loading at the time Draeger arrives to collect them.
9.13 The Customer's return of Goods to Draeger for credit requires the prior written approval of Draeger.
9.14 Where Goods are being returned to Draeger, the Customer shall ensure that they are returned complete, together with all operations manuals and accessories, in a safe and good condition, having regard to the risk to:-
9.14.1 persons handling them and in their vicinity; and
9.14.2 damage to the Goods themselves.

9.15 Claims by the Customer for short, damaged or incorrect deliveries must be made within fourteen (14) days from the date of invoice or date of goods delivered, whichever is earlier.
9.16 Draeger will not be liable or responsible for any loss or damage, cost or expense suffered by the Customer resulting directly or indirectly from any failure by Draeger to fulfil any of the terms and conditions herein, including any obligation or liability in respect of any damage to or malfunction of any item supplied, if such failure damage or malfunction is due to any delay or other cause beyond the control of Draeger.

9.17. [Intentionally left blank]
9.18 No return of Goods will be accepted or a credit note issued by Draeger, for any Goods specifically acquired or customized or designed for the Customer.
9.19 If Draeger is of the opinion that Goods when returned are otherwise than in the same condition as when they were delivered to the carrier or directly to the Customer a charge equal to the cost necessary to restore the Goods to their original condition shall be payable by the Customer upon demand by Draeger.
9.20 If Goods are returned to Draeger which Draeger is unable to resell to a third party or resell for the same amount as was sold to the Customer then Draeger may charge the Customer an amount equal to the loss incurred as a result of the Customer returning the Goods.

10. Retention of Title
10.1 Title in the Goods shall pass to the Buyer upon full payment of invoice for the Goods.
10.2 Risk and responsibility for the Goods shall to pass to Buyer upon delivery as set out in clause 8 hereto or as agreed in relevant Incoterms.
10.3 If the Customer does not pay for any Goods on the due date then Draeger may at its discretion:
10.3.1 only by use of means permitted by law, enter the Customer's premises and legally take possession of the Goods without liability for trespass, negligence or payment of any compensation to the Customer whatsoever;
10.3.2 make a claim, demand or institute, if necessary, an action to recover any loss or damage sustained by Draeger due to Draeger not being able to obtain the invoiced price plus interest, as well as the added expenses incurred by Draeger as a result of non-payment by the Customer.
10.4 If the Customer does not pay for any Goods delivered to it on the due date of invoice, the Customer shall not resell the same, unless, the payment in respect of such Goods is made by the Customer along with interest on the delayed payment if relevant.

11. [Intentionally left blank]
12. Cancellation
12.1 To the fullest extent permitted by law, orders for Goods specifically acquired or customized or designed by Draeger for the Customer shall be cancelled by the Customer without Draeger's written consent. The cancellation of any order shall be made on terms which fully indemnify Draeger against all loss.

13. Customer Special Requirements
13.1 Changes to the specifications of the Goods at the Customer's request either at the time of placing the order or thereafter will only be accepted at Draeger's discretion. Such changes will only take effect when agreed in writing by Draeger and which may result in a price increase.

14. Notice of Defects
14.1 The Customer shall inspect deliveries without undue delay following receipt, in order to ascertain any quantitative errors and transport damage. In the event of transport damage, a damage record shall be prepared in order to secure any compensatory damage claims against the forwarder (post, rail, shipping agent, etc.). Such damage record shall be sent to Draeger within fourteen (14) days following delivery. If there is a quantitative error in delivery, full details of the quantitative error shall be sent to Draeger within fourteen (14) days following delivery.
14.2 Defects can be asserted in writing within fourteen (14) days of receipt of the Goods, unless the relevant defect is latent. Latent defects in Goods and defective performance of services shall be notified to Draeger in writing within fourteen (14) days following discovery thereof.

14.3 Should the Customer be prevented from taking acceptance due to Force Majeure circumstances as defined in the GTC's, the deadline for notice of defects according to Section 14 shall be reasonably extended.

15. Intellectual Property Rights

15.1 Draeger shall supply the Goods free and clear of intellectual property rights and third party copyrights ("Intellectual Property Rights") existing at the agreed destination of the Goods. Should a third party assert legitimate claims against the Customer based on the infringement of Intellectual Property Rights relating to the Goods delivered by Draeger and used in accordance with the agreed use thereof by the Customer, Draeger shall, at its choice and at its expense, arrange a license for the relevant Goods, modify them such that the relevant Intellectual Property Right is not infringed, exchange them or apply any other remedy which Draeger in its sole discretion deems appropriate in the circumstances. The foregoing obligations shall apply only if the Customer notifies Draeger in writing and without undue delay of the claims asserted by the third party, does not acknowledge any infringement to the third party, and Draeger retains a discretion in relation to any and all measures in mounting a defense and settlement negotiations. Should the Customer cease use of the service, it shall notify the third party that cessation of use does not constitute an acknowledgement of any infringement of an Intellectual Property Right.

15.2 Claims on the part of the Customer shall be excluded if the Customer is responsible for the infringement of an Intellectual Property Right or if the infringement of the Intellectual Property Right is caused by stipulations by the Customer, by an application not foreseeable by Draeger, by a modification by the Customer, or by use of the service in conjunction with products not delivered by Draeger.

16. Warranty

16.1 Draeger provides the following warranty ("Warranty") for defective Goods (which by definition shall include services

16.1.1 Any of the following, provided the Goods (including services) are proven to have been defective in material or workmanship:

16.1.1.1 the replacement of the Goods or the supply of equivalent Goods;

16.1.1.2 the repair of Goods;

16.1.1.3 [intentionally left blank];

16.1.1.4 the payment of the cost of having the Goods repaired;

16.1.1.5 repairs or, provision of a new software release in lieu of repairs (for a defect in software).

16.2 The Warranty does NOT apply if:

16.2.1 the defect becomes apparent more than:

16.2.1.1 twelve (12) months from the date of the shipment in the case of products, equipment;

16.2.1.2 three (3) months from the date of invoice in the case of services (including parts provided unless expressly agreed otherwise);

16.2.1.3 twelve (12) months following start-up or use of the delivered product by the Customer, or notification of acceptance of performance or notification of completion by Draeger unless otherwise agreed in writing.

16.2.1.2 the Goods have not been used, maintained, operated or stored in accordance with instructions issued by Draeger;

16.2.1.3 [intentionally left blank];

16.2.1.4 the defective part is made of rubber, glass, synthetic consumables & accessories or ceramic materials;

16.2.1.5 the Goods have been subject to any alteration or repair by any person other than authorized in writing by Draeger;

16.2.1.6 [intentionally left blank];

16.2.1.7 the indicated shelf life of the Goods has expired;

16.2.1.8 the product is a one-off product which is limited to only one use;

16.2.1.9 the defect is caused by inappropriate or improper use, incorrect storage, improper maintenance, which is not in accordance with instructions for use issued by Draeger;

16.2.1.10 in the event of erroneous assembly or start-up by the Customer or third parties, erroneous or negligent handling, use of inappropriate operating resources, defective construction work, or chemical, electro-chemical or electrical influences for which Draeger is not responsible;

16.2.1.11 Customer or a third party perform improper repairs, and any modifications to the delivered Goods performed without Draeger's prior consent;

16.2.1.12 the defect is caused by natural wear and tear including corrosion;

16.2.1.13 the Customer fails to notify Draeger of his claim under this clause within fourteen (14) days of the defect becoming apparent.

16.3 Draeger shall perform the conditions related to the Warranty in accordance with the schedule and conditions as communicated to the Customer by Draeger. In particular, upon Draeger's request, the Customer shall send the delivered Goods to Draeger or a workshop to be specified by Draeger. Otherwise Draeger shall be discharged from liability for any consequences. Only in urgent cases where safety is at risk or in order to prevent unreasonably large damage (in which case Draeger must be notified immediately) may the Customer remedy the defect itself or arrange for the defect to be remedied by a third party.

16.4 Any claims on the part of the Customer based on the expenses required for the Warranty, in particular, transport, travel, work and material costs shall be excluded, if such expenses occur because the Customer moved the delivered Goods to a different destination than the agreed delivery destination.

16.5 Provided that the Customer submits a valid Warranty claim, freight / transport costs incurred shall be borne by Draeger. In the event that Goods are returned by Customer for Draeger's checking, but turned out to be not covered by Warranty pursuant to these GTC's, the Customer shall bear any concerning freight / transport cost on its own and no part of such freight/transport cost may be borne by Draeger.

16.6 The Customer may not assert any claims for Warranty and any defect related liability if it is aware of the defect upon execution of this agreement or is unaware thereof as a result of gross negligence.

16.7 Warranty and any defect related liability shall be excluded for used Goods.

17. Limitation of Liability

17.1 Draeger will not be liable for any economic or consequential loss, injury, expense or damage arising from any defect in or failure of the Goods, notwithstanding negligence on the part of Draeger, its suppliers, servants, agents, successors or assigns.

17.2 All Liability attributable to Draeger shall be limited to the invoice value of the defective Goods provided.

17.3 The Customer shall take any and all necessary and reasonable steps in order to prevent, limit or mitigate damage.

17.4 The Customer shall ensure the regular backing up of programs and data. Draeger shall only be liable for the re-procurement of data if the Customer has ensured that such data has been backed-up and can be reconstructed therefrom at reasonable effort and expense.

17.5 Should the Customer or a third party perform improper or unauthorized repairs (repairs done without the consent or authorization of Draeger or via an un-authorized Draeger service agent), Draeger shall not be liable for any resulting damages. The same shall apply to any modifications to the delivered Goods performed without Draeger's prior consent or to any software extension effected by the Customer or a third party over and above the interface provided by Draeger.

18. Repairs and Parts

18.1 Draeger shall not be responsible for the ready availability of parts for such Goods as may be required to be repaired from time to time.

19. Testing of Cylinders

19.1 Draeger may, at the Customer's expense, inspect test cylinders prior to each refill in order to determine compliance of the cylinders with all relevant standards. Draeger may refuse to fill a cylinder, if in Draeger's opinion it does not comply with such standards.

20. Compliance with Laws, Anti-Corruption

20.1 The Customer warrants that he is acting in accordance with applicable laws, including antitrust laws and regulations on corruption and money laundering and other criminal law provisions.

20.2 The direct or indirect offer, payment, or solicitation of benefits (economic or non-economic) intended to improperly influence behavior of the recipient or as a reward for improperly influenced behavior (active bribery) as well as the acceptance of benefits intended to improperly influence behavior, or as a reward for improperly influenced behavior (passive bribery) in any form is strictly forbidden. The Customer agrees and undertakes never to give a bribe, a facilitation payment, a kickback or other improper benefit for any reason nor to take part in any corruptive business transaction directly or through any third parties (such as an agent, distributor, representative, contractor, or joint venture partner).

20.3 This prohibition applies to all benefits (i) in relation to foreign and domestic public officials in all domestic or international business with public entities (bribery regarding public officials), and (ii) in relation to

any private company or persons in all domestic or international business with private entities (commercial bribery).

20.4 If there is reason to suspect that the Customer is in breach of the above obligations, Draeger is entitled to terminate this agreement. In the event of such termination, (i) Draeger shall be released from performing any of its obligation under the agreement, (ii) the Customer shall indemnify and keep harmless Draeger and its employees, servants and agents against any and all damages to the extent such damages are based on the Customer's violation of its obligations under this Section

21. Safety Provisions

The Customer shall be responsible for compliance with applicable domestic statutes, regulations and safety provisions, in particular, in relation to admission, installation, operation, maintenance and repair of the delivered Goods and agrees to comply therewith. The Customer shall indemnify Draeger against any and all claims deriving from noncompliance with such provisions by the Customer.

22. Indemnity

To the full extent permitted by law the Customer:

22.1 Agrees to indemnify and at all times hereafter to keep indemnified and hold Draeger, its employees, servants and agents and each of them harmless against all claims for loss or damage (whether as a result of negligence or otherwise) arising directly or indirectly out of the Customer's use, possession, ownership or resale to a third party or out of the use, possession or ownership by such third party of the Goods or any part or parts thereof, whether separately or in combination with any other equipment or material.

22.2 Agrees that the indemnity in Clause 22.1 shall survive the termination of this agreement and shall extend to cover all alleged defaults or defects in the Goods or part(s) thereof or instructions supplied for use in connection with the Goods or out of any failure of the Goods to perform a particular task or to achieve a particular result or to comply with any particular specification.

23. Force Majeure

23.1 To the extent permitted by law, the Customer releases Draeger from any and all liability for and in relation to or occurring out of any failure or transaction in performance of its obligation hereunder due in part or in whole to any cause whatsoever beyond Draeger's reasonable control.

24. Implied Conditions and Warranties

24.1 All implied conditions and warranties (statutory or otherwise) are hereby expressly excluded from these GTC's insofar as they are capable of being excluded by agreement.

25. Collateral Warranties and Representations

25.1 All prior statements and representations or collateral warranties that may have been given whether oral or in writing by Draeger or its employees, servants or agents prior to the delivery of the Goods are expressly excluded to the full extent allowed by law and accordingly Draeger is released by the Customer from any liability as a result of such statement or representation.

26. Fitness for Purpose

26.1 The Customer shall not rely upon Draeger's expertise or judgement as to fitness or suitability of use for which the Customer may require the Goods.

27. Waiver

27.1 Failure by Draeger to insist upon strict performance by the Customer of any terms and conditions contained herein shall not be taken to be a waiver thereof or of any rights of Draeger in relation thereto and in any event shall not be taken to be a waiver of the same terms and conditions on any subsequent occasion and shall not discharge the Customer from any of its obligations pursuant to these terms and conditions.

28. End Customer Notification

28.1 In the event, the Customer sells the Goods to third parties, the Customer shall keep written record of the name, sale agreement details and address of the third party to whom the Goods are ultimately sold for a period of 15 years following sale of the Goods to the Customer. The Customer shall immediately upon request by Draeger provide such details without delay. This is required in order to assist Draeger with any field actions or recalls which may relate to the Goods in the future.

28.2 This Section 28 shall survive termination of these GTC's or any other agreement relating to the provision of Goods, for any reason.

29. Notices

29.1 All notices shall be in writing and may be hand delivered, or mailed postage pre-paid addressed or couriered to the postal address of either Draeger or the Customer as notified to the other from time to time in writing. Any such notice shall be deemed to have been received five (5) business days after dispatch if sent by mail, or the next business day if delivered by hand.

30. Severance

30.1 If at any time a provision of these GTC's is or becomes illegal, invalid or unenforceable in any respect under the law of India, it will not affect or impair the legality, validity or enforceability of any other provisions of these GTC's.

31. International Trade Compliance

31.1 Customer certifies that:

31.1.1 the Goods will not be used for any restricted activity that supports the development, production, handling, usage, maintenance, storage, inventory of proliferation of any weapons of mass destruction and its delivery systems or participation in transaction with the persons engaged in such activities;

31.1.2 it will not subsequently export or otherwise re-sell the items to any person or country that subject to any sanction imposed pursuant to a decision of the United Nation Security Council.

31.2 Customer acknowledges that Draeger is not liable in any way for any damages including loss of profit, delivery delay or order termination in case the quoted equipment and services are subject to export approval by competent export control authorities or if competent export control authorities decline to grant their export approval.

32. Jurisdiction and Applicable Law

32.1 These terms and conditions, their interpretation and execution shall be governed by the law of India, to the exclusion of the United National Convention on International Sale of Goods (CISG) and the conflict of laws rules. All disputes which arise between the parties in relation to these GTC's shall be governed by the Courts of Mumbai. The Customer agrees that Draeger may at its sole discretion elect to bring legal proceedings against the Customer in the jurisdiction in which delivery of the goods took place or the jurisdiction where the Customer is domiciled with the substantive law of that jurisdiction to apply.

Final Terms and Conditions of Sale and Service
Publication 19 Aug 2019

Force Mejeure:-

Dräger shall not be responsible for any delay or other failure in performing its contractual obligations, if the performance of such obligations is prevented or materially affected as a direct or indirect result of the corona virus pandemic. Such causes include, without limitation, unpunctual or incorrect delivery by suppliers, impairment of Dräger's own production due to employee absences or precautionary measures. In such cases the delivery time shall be extended automatically. Dräger is entitled to withdraw from this agreement fully or partly by written notice, should the contractual performance become impossible. Any and all other rights pursuant to the standard terms and conditions for sales and service of remain unaffected.

Dräger shall also NOT be liable to pay for any liquidate damages charges arising due to delay in supply or for any partial delivery resulting either directly or indirectly from corona virus pandemic. Also the customer shall not forfeiture any Performance Security submitted earlier for discharge of duties due to non-performance/delayed performance.