

## COMMERCIAL TERMS AND CONDITION OF DOMESTIC SALE

### 1. **PRICE :**

The Price of the goods is to understand ex-factory, i.e. from SCHOTT Glass India Pvt. Ltd. - Tubing Division's factory at Village Ankhi, Taluka Jambusar, District Bharuch, Gujarat. The Price of goods is the price in force on the date of the dispatch of the goods from the factory.

### 2. **TAXES :**

Sales Tax and all other taxes levies and duties shall be payable in addition at the rates applicable on the date of dispatch of the goods.

### 3. **DELIVERY AND PASSING OF RISK :**

The goods will be sold and delivered ex-factory from SCHOTT Glass India Pvt. Ltd. - Tubing Division's factory and the risk of goods will pass to the purchaser at the time and place of the dispatch.

### 4. **TIME OF DELIVERY :**

SCHOTT Glass India Pvt. Ltd. - Tubing Division will do its utmost to adhere to the date of delivery whereby unless otherwise stipulated in writing the time of day is not part of the essence of the contract.

### 5. **LOSS IN TRANSIT :**

SCHOTT Glass India Pvt. Ltd. - Tubing Division on customer's request will take out transport insurance against transport losses / damages. Applicable insurance charges will added in the Invoice.

### 6. **INDEMNITY :**

The purchaser will indemnify SCHOTT Glass India Pvt. Ltd. - Tubing Division for any claims, demands, suits, proceeding made or instituted by any third party regarding alleged infringement of any industrial or intellectual property right and or any loss damages, costs charges and expenses paid or incurred by SCHOTT Glass India Pvt. Ltd. - Tubing Division in this connection.

### 7. **TERMS OF PAYMENT :**

The Purchaser shall pay the full price of the goods on or within 60 days from the date of dispatch. Interest 2% per month will be charged if the purchase price is paid later than the 60th day after dispatch.

### 8. **DISCOUNT :**

Discount at the rate of 2% will be provided on the sales price if the full price of the goods is paid on or before the 7th day following the date of dispatch.

Discount at the rate of 1% will be provided on the sales price if the full price of the goods is paid on before 15th day following the date of dispatch.

### 9. **RESERVATION OF PROPRIETARY RIGHTS :'**

The merchandise (or goods) remains our property until full payment of the same has been effected.

### 10. **JURISDICTION :**

In case of any dispute arising out of the sale of goods, the court of competent jurisdiction in Mumbai shall have exclusive jurisdiction in suits or proceedings against SCHOTT Glass India Pvt. Ltd. - Tubing Division, However, SCHOTT Glass India Pvt. Ltd. - Tubing Division shall be entitled to institute suits or proceedings against the purchaser in any court of competent jurisdiction.

The above terms and conditions are exclusively applicable for domestic sales. For other terms and condition please refer General Terms and Conditions available on:

[http://www.schott.com/english/company/terms/delivery\\_and\\_payment/index.html](http://www.schott.com/english/company/terms/delivery_and_payment/index.html)

