

DR J PHARMACHEM (INDIA)

STANDARD TERMS AND CONDITION OF SALE

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE PRODUCT(S) SUPPLIED BY DR J PHARMACHEM (INDIA). DR J PHARMACHEM (INDIA) MAKES NO WARRANTIES AS TO MERCHANTABILITY OR AS TO THE FITNESS OF THE PRODUCT FOR ANY PARTICULAR PURPOSE OR AS TO FREEDOM FROM PATENT INFRINGEMENT.

1.	INTERPRETATION
1.1	The definitions and rules of interpretation set out below apply in these terms and conditions.

SELLER	Dr J Pharmachem (India) Registered at : 722/AB/15 Nirmal, Laxmi Park Colony, Navi Peth, Pune 411030 – India Tel : +91-20-24530071 / 24530110
CONTRACT	Any contract including (but not limited to) the Sales Contract between the SELLER and the PURCHASER for the sale and purchase of the Goods, incorporating these conditions.
GOODS	Any goods agreed in the Contract to be supplied to the PURCHASER by the SELLER (including any part or parts of them).
PURCHASER	Means the person (real or corporate) who accepts a quotation or offer of the SELLER for the sale of the Goods or whose order for the Goods is accepted by the SELLER
SALES CONTRACT	The SELLER's standard written confirmation to supply the Goods requested by the PURCHASER (detailing the price, quantity and delivery of the Goods).
BUSINESS DAY	Means any day other than a Saturday, Sunday or Public holiday
THESE CONDITIONS	Means the standard terms and conditions of sale set out in "Conditions" this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the PURCHASER and the SELLER.
THE DELIVERY	Means the date on which the Goods are to be delivered as "Date" stipulated in the PURCHASER's order and accepted by the SELLER.
MONTH	Means a calendar month
SELLER	Means Dr J Pharmachem (India) listed under the heading "SELLER" in this document.
WRITING	Includes any communications effected by telex, facsimile transmission, electronic mail or any comparable means which can be traced back by either date or sender.

1.2	A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
1.3	Words in the singular include the plural and in the plural include the singular.
1.4	Condition headings do not affect the interpretation of these conditions.

2.0	APPLICATION OF TERMS
2.1	All orders are accepted and shipped strictly conditioned upon Dr J Pharmachem (India) general terms and conditions and upon PURCHASER's assent thereto. No other terms and conditions printed on PURCHASER's purchase order or otherwise, shall be applicable. No variation of these terms and conditions will be binding upon Dr J Pharmachem (India) unless agreed to in writing and signed by an officer or other authorized representative of Dr J Pharmachem (India) prior to the acceptance of said order by Dr J Pharmachem (India).
2.2	Dr J Pharmachem (India) reserves the right to correct any and all typographical, computational or clerical errors made in the preparation of quotations and specifications or to refuse any orders deemed inappropriate. Any representations, warranties or terms regarding this order made by any person, including dealers and representatives of Dr J Pharmachem (India), which are inconsistent or in conflict with the terms and conditions stated herein shall not be binding upon Dr J Pharmachem (India). Orders submitted by the customer which contain terms or conditions modifying, adding to or inconsistent with the terms and conditions herein contained will not be binding to Dr J Pharmachem (India). The terms and conditions herein contained shall be the sole and exclusive terms and conditions relating to this order.
2.3	All orders are subject to acceptance by Dr J Pharmachem (India),. Orders should be sent to Dr J Pharmachem (India), 722/AB/15 Nirmal, Laxmi Park Colony, Navi Peth, Pune 411030 – India or faxed to Tel / Fax : +91-20-24530071 / 24530110 and e-mailed to info@jpharmachem.com . Orders may be

	cancelled by the PURCHASER only upon written notice to Dr J Pharmachem (India) and only if the items ordered have not already been processed or are currently in process.
2.4	SELLERS offer shall be subject to change without notice. Orders shall only be binding upon us if and in so far as we have acknowledged them in writing or we have begun to carry them out. Agreements, promises and guarantees made verbally by SELLERS employees - except for executive bodies, duly authorised signatories and executive managers - in connection with the conclusion of the contract shall become binding only upon SELLERS written acknowledgement. Even a waiver of the written form requirement itself must be in writing.
2.5	Supplementary phrases for describing goods, such as "approx.", "as supplied before" or similar additions in SELLERS offer relate exclusively to the quality or quantity of the goods, but not to the price. Such details in purchase orders shall be understood by us as having such a meaning and, where applicable, any acknowledgement shall be meant as such.
2.6	Quantity details shall always be deemed approximate. Deviations of +/- 10 % for safety reasons and/or due to differences in filling height shall be deemed to be in conformity with the contract in the case of deliveries in demountable, fixed tanks or silo vehicles. Such deviations in quantity shall be fully taken into account in the invoice, reducing or increasing the invoiced amount accordingly.
2.7	The PURCHASER acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the SELLER which is not set out in the Contract. Nothing in these conditions shall exclude or limit the SELLERS liability for fraudulent misrepresentation.

3.0	DESCRIPTION / SPECIFICATION OF THE PRODUCT
3.1	The quantity and description of the Goods shall be as set out in the SELLERS Sales Contract.
3.2	All samples, drawings, specifications and advertising issued by the SELLERS and any illustrations as contained in the SELLER's catalogues or brochures or website are purely descriptive and not intended to form any part of the Contract.
3.3	Standard Batch Certificate of Analysis issued along with SELLERS sales invoice shall be the basis of any dispute, claims of non-compliance or failure of the product. If additional specifications, tests are requested by the PURCHASER and specified in their purchase order then the PURCHASER should also send testing procedures and test conditions where ever testing equipments such as NMR, IR, GC, HPLC is used.

4.0	PRICE
4.1	All offers made by SELLER expire once "offer validity" date has passed. PURCHASER should ask for fresh offer once the offer validity date has passed.
4.2	Unless written purchase order is received from the PURCHASER, any other confirmation which is either verbal or by E-mail are not considered as confirmation of the order. Such orders shall be accepted on case to case basis depending on the good will of the PURCHASER and on the ability of the SELLER to supply at previously quoted dates.
4.3	The SELLER reserves the right, by giving notice to the PURCHASER at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the SELLER which is due to any factor beyond the control of the SELLER (such as, without limitation, any foreign exchange fluctuation currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the PURCHASER, or any delay caused by any instructions of the PURCHASER or failure of the PURCHASER to give the SELLER adequate information or instructions.
4.4	Except as otherwise stated under the terms of any quotation or in any price list of the SELLER, and unless otherwise agreed in writing between the PURCHASER and the SELLER, all prices are quoted as per INCO terms 2010.

5.0	PAYMENT
5.1	All offers made by us expire once "offer validity" date has passed. PURCHASER should ask for fresh offer once the offer validity date has passed.
5.2	Unless written purchase order is received from the PURCHASER, any other confirmation which is either verbal or by E-mail are not considered as confirmation of the order. Such orders shall be accepted on case to case basis depending on the good will of the PURCHASER and on the ability of the supplier to supply at previously quoted dates.
5.3	Terms of payment have to be strictly adhered to under any circumstances. Any delay in making the payment on time shall be chargeable with a penalty or fine in form of interest which is mentioned in 4.4 till

	4.9
5.4	We reserve the right to charge interest on arrears at the rate of 5 percentage points above the base interest rate from the due date.
5.5	In the event of default, we shall charge default interest at the rate of 8 percentage points above the base interest rate. We reserve the right to claim damages over and above this.
5.6	The PURCHASER may set off against SELLERS purchase-money claim only with undisputed claims or claims declared final and absolute. The PURCHASER shall only have the right to withhold payment to the extent that this right is based on the same contractual relationship.
5.7	If the PURCHASER defaults on payment of one of SELLERS invoices in a sum exceeding 20% of total invoiced amount to the PURCHASER in the previous year, then, SELLER entire claims arising from the business relationship shall become immediately due, regardless of the acceptance of any bills of exchange. We shall then be further entitled to demand payment in cash before any delivery.
5.8	If default in payment is still not remedied within a reasonable additional period, we shall be entitled to cancel the contract and claim compensatory damages for delay in performance or for non-performance. This shall especially apply to follow-on transactions agreed upon, but not yet carried out.
5.9	If we become aware of facts indicating a fundamental deterioration in the PURCHASER's financial circumstances, we shall be entitled to demand payment in cash before the delivery of goods, even if otherwise agreed upon beforehand, and to declare due and payable SELLERS non-time-barred claims arising from the current business relationship.

6.0	DELIVERY
6.1	Although SELLER desires to meet the PURCHASERs schedule, SELLER is not liable for failure to ship according to PURCHASER's requested shipping date or any other date, and SELLER acceptance of purchase order is not a guarantee that PURCHASER's desired shipping date will be met. SELLER will use its best effort to meet the requested shipping date, but if SELLER cannot do so, it will advice PURCHASER and work to establish an acceptable date.
6.2	SELLER reserves the right to make delivery in instalments, all such instalments to be separately invoiced and paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any instalment shall not relieve PURCHASER of PURCHASER's obligations to accept remaining deliveries.
6.3	Delivery dates are approximate, dating from the receipt of all information and SELLER shall have no liability to PURCHASER for SELLER'S delay or default in delivery due to strikes, secondary boycotts, riots, wars, accidents, fires, floods, or other acts of god, explosions, vandalism, government, Embargoes, priorities or regulations, transportation delays, shortages of labour, fuel, materials, supplies, power transportation facilities or other similar causes beyond SELLER' reasonable control. Under no circumstances shall SELLER have any liability for penalties or other consequential damages of any kind resulting in whole or in part from SELLER'S delay in delivering or failure to deliver any order to PURCHASER as agreed.
6.4	Notwithstanding anything in these conditions to the contrary except of condition of quality, the SELLER shall not be liable for any incidental, direct, indirect, special or consequential loss (all of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses arising out of or in connection with the Contract in each case howsoever caused including without limitation by misrepresentation (whether made prior to and/or in this Agreement) negligence, other tort, breach of contract, breach of statutory duty or any claims arising under an indemnity caused directly or indirectly by any delay in the delivery of the Goods.
6.5	4 If the PURCHASER fails to take delivery of the Goods or any part of them on the Delivery Date and/or fails to provide any instructions, documents, licences, consents or authorisations required to enable the Goods to be delivered on that date, the SELLER shall be entitled upon given written notice to the PURCHASER to store or arrange for the storage of the Goods and delivery of the goods shall be deemed to have taken place and the PURCHASER shall pay to the SELLER all costs and expenses including storage and insurance charges arising from such failure.

7.0	NON DELIVERY
7.1	Upon PURCHASER's receipt of any order shipped hereunder, PURCHASER shall immediately inspect said order and shall notify SELLER in writing of any claim(s) of shortages, defects, or damages and shall hold said order for SELLER' written instructions concerning disposition. If PURCHASER fails to notify SELLER within five (5) days after the order has been received by PURCHASER, said order shall be conclusively be deemed to conform with the terms and conditions hereof and to have been irrevocably accepted by PURCHASER.
7.2	The SELLER shall not be liable for any non-delivery of Goods (even if caused by the SELLER's negligence) unless the PURCHASER gives written notice to the SELLER of the non-delivery within seven days of the date when the Goods would in the ordinary course of events have been received.
7.3	Any liability of the SELLER for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or refunding the price of the Goods or issuing a credit note at the pro rata Sales Contract rate against any invoice raised for such Goods.

8.0	SHORTAGES
8.1	The PURCHASER is under a duty whenever possible and within reasonable time frame (15-30 days) from receipt of goods to inspect the Goods. Where the Goods cannot be examined the carriers note or such other note as appropriate shall be marked "not examined" and the SELLER should be informed about this event.
8.2	Notwithstanding clause 8.1 The SELLER shall be under no liability for any damage or shortages that would be apparent on reasonable careful inspection if the terms of this clause are not complied with and, in any event will be under no liability if a written complaint is not delivered to the SELLER within 7 days of delivery detailing the alleged damage or shortage.
8.3	In all cases where defects or shortages are complained of the SELLER shall be under no liability in respect thereof unless an opportunity to inspect the Goods is supplied to the SELLER before any use is made thereof or any alteration or modification is made thereto by the PURCHASER.
8.4	Subject to condition 8.2 and condition 8.3, the SELLER shall make good any shortage in the Goods and where appropriate replace any goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.
8.5	For the avoidance of doubt, where Goods are returned to the SELLER the PURCHASER shall ensure that the Goods are returned to the SELLER free from hazard, including biological, chemical or radioactive. The SELLER reserves the right to refuse to accept Goods which in its view present a hazard or may infringe legislation, or is without a signed declaration that the Goods are free from any contamination or infection.

9.0	DEFECTS - The PURCHASER must notify the SELLER in writing within seven days of delivery if the Goods,
9.1	do not meet the specification in the Sales Contract.
9.2	are contaminated.
9.3	are delivered in packaging which is dirty, damaged or not appropriately marked.
9.4	are delivered with incorrect documentation.

10.0	REPORTING - The PURCHASER must notify the SELLER in writing within seven days of delivery if the Goods
10.1	a quality report detailing the discrepancies with the specification.
10.2	photographic evidence if the Goods are contaminated.
10.3	visual proof where the packaging of the Goods is dirty, damaged or wrongly marked; and/or
	10.2.4 copies of the incorrect documentation supplied with the Goods.
10.4	copies of the incorrect documentation supplied with the Goods.
10.5	the SELLER shall consider the defect (as the case may be) and will at its option either: 10.5.1 arrange for the replacement of the Goods (in part or all as appropriate); or 10.5.2 provide the correct documentation; or 10.5.3 refund the price of the goods, or issue a credit note, at the pro rata Sales Contract rate.
10.6	4 Where there is dispute as to whether the Goods are defective the issue will be referred to an independent laboratory whose decision will be final and whose costs shall be borne by the party whose opinion as to defect is found to be in error.

11.0	USES AND PATENTS
11.1	SELLER makes no representation, warranty or indemnity of any kind, express or implied, as to merchantability, fitness for a particular purpose, including without limitation fitness for use in applications involving contact with the human body, consumption, or any other matter with respect to such products, whether used alone or in combination with other substances, even if the purposes of uses of such products are known by SELLER or if SELLER had any involvement in your analysis of the purposes or uses in such products alone or in combination with other substances.
11.2	SELLER shall not be liable for prospective profits or consequential damages resulting from the use of this product.
11.3	This order is not intended for use as drugs, food additives, cosmetic, household chemicals, or other applications/use until such time as PURCHASER has tested the order/product and determined to PURCHASER's own satisfaction that said order is suitable for PURCHASER's intended use and application.
11.4	It is imperative that the PURCHASER test this order to, determine to PURCHASER's own satisfaction, whether said order is suitable for their intended uses and applications. Technical assistance and further information is available on request to SELLER.
11.5	Nothing herein shall be construed as a recommendation to use any product in conflict with patents covering any material or its use. No license is implied or in fact granted under the claims of any patent.

12.0	PURCHASERS ACKNOWLEDGEMENT
12.1	PURCHASER acknowledges that the products have not been tested by SELLER for safety and efficacy in food, drug, medical device, cosmetic, household chemical, agricultural, commercial or any other use.
12.2	PURCHASER expressly represents and warrants to SELLER that PURCHASER will properly test, use, manufacture and market any products purchased from SELLER and/or materials produced with products purchased from SELLER in accordance with the practices of a reasonable person who is an expert in the field and in strict compliance with all applicable laws and regulations, now and/or hereinafter enacted.
12.3	PURCHASER has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from SELLER.
12.4	PURCHASER has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from SELLER. PURCHASER also has the duty to warn PURCHASER's customers and any auxiliary personnel (such as freight handlers, etc.) Of any risks involved in using or handling the products.
12.5	PURCHASER agrees to comply with instructions, if any, furnished by SELLER relating to the use of the products and not misuse of the products in any manner. If the products purchased from SELLER are to be repackaged, relabeled or used as starting material or components of other products, PURCHASER will verify SELLER assay of the products.
12.6	PURCHASER further warrants to SELLER that any material produced with products from SELLER shall not be adulterated or misbranded within the meaning of the federal food, drug and cosmetic act and shall not be materials which may not, under sections 404, 505, or 512 of the act, be introduced into interstate commerce.
12.7	PURCHASER realizes that, since SELLER products are, unless otherwise stated, intended primarily for research purposes, they may not be on the toxic substances control act (tsca) inventory.
12.8	PURCHASER assumes responsibility to assure that the products purchased from SELLER are approved for use under tsca, if applicable. PURCHASER has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from SELLER.
12.9	All of SELLER's products should be handled only by qualified and trained individuals. In purchasing these products, the PURCHASER acknowledges that there are hazards associated with their use. PURCHASER represents and warrants to us that from PURCHASER's own independent review and study it is fully aware and knowledgeable about (a) the health and safety hazards associated with the handling of the products purchased; (b) industrial hygiene controls necessary to protect its workers from such health and safety hazards; (c) the need to adequately warn of health and safety hazards associated with products; and (d) government regulations regarding the use of and exposure to such products.

13.0	LIMITS OF LIABILITY The following provisions set out the entire financial liability of the SELLER (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the PURCHASER in respect of:
13.1	any breach of these conditions.
13.2	any use made (including but not limited to modifications) or resale by the PURCHASER of any of the Goods, or of any product incorporating any of the Goods; and
13.3	any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
13.4	Nothing in these conditions excludes or limits the liability of the SELLER, for death or personal injury caused by the SELLER's negligence; or for any matter which it would be illegal for the SELLER to exclude or attempt to exclude its liability; or for fraud or fraudulent misrepresentation.
13.5	the SELLER's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
13.6	the SELLER shall not be liable to the PURCHASER for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.
13.7	In case of return of rejected goods, SELLER shall have the option to replace such product with conforming product or to return the purchase price to PURCHASER, at SELLERS sole discretion.
13.8	PURCHASER's exclusive remedy, for any cause or claim whatsoever, including but not limited to alleged breach of warranty, product liability, negligence, or otherwise, shall be for money damages in an amount not to exceed the purchase price paid by PURCHASER for the product in respect to which the claim is made.
13.9	In no event shall the SELLER be liable for special, incidental or consequential damages, whether PURCHASER's claim in contract, negligence, strict liability or otherwise. In consideration of the sale of product to PURCHASER, which SELLER would not otherwise make, PURCHASER agrees to indemnify and hold us harmless from all claims, expenses, losses and liability of any nature whatsoever arising out of PURCHASER's handling and/or use of product, whether used alone or in combination with any other substance.

14.0	MATERIAL SAFETY DATA SHEETS
14.1	Each shipment of goods is accompanied by a Material Safety Data Sheet in compliance with OSHA Hazard Communication Standard. If one is not immediately available, a copy will be sent via mail as soon as possible. SELLER strongly recommends that PURCHASER use this information to ensure proper use and that the health and safety of all are protected. SELLER furnishes the information on each Material Safety Data Sheet without warranty.

15.0	TECHNICAL SUPPORT
15.1	At your request, SELLER may furnish technical assistance and information with respect to SELLER products. Unless otherwise agreed, all such technical assistance and information will be provided and you, as the user, assume sole responsibility for results obtained in relying on this information. SELLER make no warranties of any kind or nature with respect to technical assistance or information provided. Any suggestions by us regarding use, application, or suitability of the products shall not be construed as an express or implied warranty. SELLER strives to keep all technical discussions confidential; however, we can NOT guarantee this.

16.0	STORAGE & HANDLING
16.1	The PURCHASER has a responsibility to ensure all Goods supplied are stored and thereafter used responsibly and in accordance with all the appropriate legislative requirements and recommendations (which shall include but not be limited to the PURCHASER maintaining the correct and appropriate licences and authorisations to import, purchase stock, distribute, process, promote and supply the Goods). The PURCHASER shall take all appropriate precautions to ensure the safe and suitable installation, handling and use of the Goods. The PURCHASER shall be responsible for taking all steps necessary to eliminate or reduce the risk to health and/or safety arising out of, possession and use of the Goods.

17.0	EXPORT TERMS
17.1	The latest conditions of Incoterms apply to the Sales Contract. In these terms and conditions "Incoterms" means the international rules for interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless otherwise required any term or expression which is defined in or given a particular meaning by the provision of Incoterms shall have the same meaning as in these terms and conditions or the Sales Contract but if there is any conflict between the provisions of Incoterms and this Contract the latter shall prevail.
17.2	The PURCHASER shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and for the payment of any duties on them.
18.0	CONFIDENTIALITY PUBLICATIONS AND ENDORSEMENT
18.1	The PURCHASER will regard as confidential the contract and all information obtained by the PURCHASER relating to the business and/or products of the SELLER and will not use or disclose to any third party such information without the SELLER's prior written consent provided that this undertaking shall not apply to information which is in the public domain other than by reason of the PURCHASER's default;
18.2	The PURCHASER will not use or authorise or permit any other person to use any name, trademark, house mark, emblem or symbol which the SELLER is licensed to use or which is owned by the SELLER upon any premises note paper visiting cards advertisement or other printed matter or in any other manner whatsoever unless such use shall have been previously authorised in writing by the SELLER and (where appropriate) its Licensor;
18.3	The PURCHASER will use all reasonable endeavours to ensure compliance with this Condition by its employees, servants and agents.
18.4	This Condition shall survive the termination of the Contract.
19.0	FORCE MAJEURE
19.1	The SELLER reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the PURCHASER (without liability to the PURCHASER) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the SELLER including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 6 months, the PURCHASER shall be entitled to give notice in writing to the SELLER to terminate the Contract.
20.0	THIRD PARTY RIGHTS
20.1	A person who is not a party to the Contract shall have no rights under the Contract pursuant to the Contracts (Rights of Third Parties) even if it exists in the PURCHASERS country.
21.0	LEGALITY AND JURISDICTION
21.1	Each right or remedy of the SELLER under the Contract is without prejudice to any other right or remedy of the SELLER whether under the Contract or not.
21.2	If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect. cont.
21.3	Failure or delay by the SELLER in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
21.4	The parties to the Contract do not intend that any term of the Contract shall be enforceable by any person that is not a party to it.
21.5	The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the law of the Republic of India. SELLERS registered place of business is the place of jurisdiction.