



## **Global Polychem LLC** **General Terms & Conditions of Sale / Sales Agreement/ Sales Contract**

Global Polychem LLC is the “Seller” and Customer is “Buyer” or as per this Terms of Sale, The Buyer agrees to buy and the seller agrees to sell the goods with the terms and conditions here under:

Both the Seller and Buyer together shall be known here in this contract as “parties”

These Terms of Sale agreement is valid for every purchase order issued by the buyer or for every sales done by Seller to his buyer or customer.

**1] Commodity – Description- Quantity – Price:** AS PER PRO-FORMA INVOICE Issued by Seller.

### **3] Payment Term: As per pro-forma invoice**

**3. A] buyer will have to make** Full payment on the invoice issued by seller upon request.

**3. B]** Advance payment has to be made as per the Performa Invoice

**3. C]** Seller will have right to cancel any contract in place and will have right to confiscate any payments or the advance amount & sell the goods to other party in following conditions:

3.C.1] If buyer fails to make the balance payment within 3 days after providing the commercial invoice,

3.C.2] If buyer cancels the order for any reason,

3.C.3] If buyer doesn't provide to seller any requested document, signed agreement, invoice or NCNDA or proof of payments, or invoice for any extra charges that may be due on buyer upon request by seller related to the sales of products.

**3.D]** If seller cancels the order for any reason, they will refund the advance payment made by buyer (if any) received as per pro-forma invoice.

### **4] Shipment:**

Loading of containers / trucks to be completed within 7-10 working days after the receipt of advance on invoice, unless until advised by seller for any condition or situation for delays in loading other than the given time. Seller is not responsible for any delays if any caused by sea shipping line or warehouse, or trucking company.

### **5] Insurance:**

**5. A]** Insurance on the goods to be covered by the buyer, unless until CIF term is offered by Seller and mentioned on the pro forma invoice.

**5. B]** Seller is not responsible for any types of damage, lost, delays on shipment, after the goods has been loaded on the designated vessel at the port of loading.

### **6] Quality:**

**6. A]** Quality certificates are provided only if mentioned as Prime Quality materials.

**6. B]** No Quality certificates or guaranty on the product's quality is provided by seller, if the materials are not described as Prime Quality materials on invoice, materials are sold on as is where is basis.

### **7] Documents:** (Following documents may be provided or as per agreed on the pro forma invoice)

**7. A]** Commercial Invoice

**7. B]** Packing List

**7. C]** Bills of Lading

**7. D]** Certificate of Quality and Quantity issued by the Seller/manufacture.

**7. E]** Certificate of Origin issued by the Seller/manufacture.

**7. F]** Certificate of Analysis (with lot number) issued by the Seller/manufacture.

Copies of above mentioned documents shall be provided via email to the buyer and Originals copy may be provided to the buyer through courier (FedEx / DHL Express) after the full payment on the Invoice upon request only.

**8] Payment mode:**

- 8. A]** All payments on the invoice have to be made by buyer as instructed in the Pro-forma / Commercial invoice after the submission of the photo copy of documents as per Article 7.
- 8. B]** All payments to be done via TT wire only or advised as per the issued invoice
- 8. C]** Buyer is required to provide with the TT wire transaction proof every time they make a transaction with reference to the sale.

**9] Non-Circumvent Law:**

- 9. A]** Buyer agrees and warrants that in any case they will not try to find or contact with the sources of the supplier. Buyer and his associates, business partners, employees, friends or any other family member of the buyer is liable for the protection of the confidentiality of the supplier source for the term and (five) 5 years from the term of this contract. Seller has right to not to disclose the information of their sourcing of the goods to the buyer.
  - 9-B]** Parties shall not in any manner whatsoever solicit nor accept business from sources or their affiliates that are made available by the other party to this agreement, at any time, without the prior written permission any of the parties which made the source available.
  - 9-C]** Parties shall maintain complete confidentiality regarding each other's business sources or their identities and shall disclose such only to named parties pursuant to express written permission of the party that made the source available.
  - 9-D]** Parties shall not in any way whatsoever circumvent or attempt to circumvent each other or any parties involved in any of the transactions the parties are desiring or entering into and to the best of their ability and assure each other that the original transaction codes established will not be altered or changed.
  - 9-E]** Parties recognize the contract to be an exclusive and valuable contract of the respective party and they shall not enter into direct negotiations with such contracts revealed by the other parties.
  - 9-F]** Parties cannot avoid payment of due fees, commissions and other re-numeration in any way whatsoever.
  - 9-I]** In the event circumstances by any parties whether directly or indirectly, the circumvented party shall be entitled to legal monetary penalty as damages, equal to the maximum amount is should make from such transaction and any and all expenses including but not limited to legal fees that would be involved in the recovery of said damages. The circumventing party renounces to any right that he may have to claim a reduction of this amount.
  - 9-G]** All considerations, benefits and commissions received as a result of the contraction of the parties relating to any of the transaction will be allocated as mutually agreed to.
  - 9-H]** Buyer/Seller irrevocably binds itself to provide any and all documentation requested by Seller/Buyer, immediately and without delay, in connection with the sale/purchase of the aforementioned goods.
- The ICC 1993 revision, publication 500 shall apply to this contract as well as INCOTERMS-2000 as published by the international Chamber of Commerce.

**10] Arbitration and Governing Law:**

The Parties agree that any and all disputes relating to this Contract or its breach shall be settled by arbitration conducted in accordance with the then-current Commercial Rules of the American Arbitration Association (AAA), and judgment upon the award entered by the arbitrator shall be conclusive and binding and that any such award shall be enforceable and may be entered in any court having jurisdiction. The arbitrator shall use the substantive and procedural laws of the State of Texas of the United States of America in construing and interpreting this Contract. The official language of this Contract is English. The applicability of the provisions of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded from this Contract.

**Good Faith Effort.** Prior to initiation of arbitration, executive level personnel from Company and Distributor shall engage in in-person, good faith efforts to resolve any dispute. Either Party hereto may give the other party written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the notice, the receiving party shall submit to the other a written response. The notice and response shall include (i) a statement of the party's concerns and perspectives on the issue(s) in dispute, and (ii) the name and title of the executive who will represent the party at the pre-arbitration, good faith resolution meeting required herein. This meeting must take place within thirty (30) days from the initial notice of any dispute.

**Location and Service.** Arbitration shall be conducted in Harris County, State of Texas of the United States of America and the award rendered in United States Dollars. The Parties specifically waive any challenges to the jurisdiction of the arbitrator in the United States.

Service of the petition to confirm arbitration and written notice of the time and place of hearing on the petition to confirm the award of the arbitration shall be made in the manner provided for in this Contract for all notices. The Parties further agree and consent to the jurisdiction and venue of a federal court of competent jurisdiction located in the State of Texas for the resolution of all disputes which are not subject to arbitration, if any Prevailing Party. Should one party hereto either dismiss or abandon its claim or counterclaim before hearing of it, the other party shall be deemed the "prevailing party" pursuant to this Contract. Should both parties receive judgment or award on their respective claims, the party in whose favor the larger judgment or award is rendered shall be deemed the "prevailing party" pursuant to this Contract. Costs of arbitration, including attorney's fees incurred in arbitration, as determined by arbitrator, together with attorney's fees incurred by the prevailing party in court enforcement of the arbitration award after it is rendered by the arbitrator, must be paid to the prevailing party by the party designated by the arbitrator or court.

**Selection and Authority.** Arbitration shall be conducted in English and by a single English-speaking arbitrator. The arbitrator shall be selected by agreement of the Parties.

In the event the Parties cannot agree, each party shall select one arbitrator, and the two arbitrators so selected shall select a third arbitrator who shall act as arbitrator. The arbitrator may award any remedy allowed herein and/or any remedy allowed in law or at equity.

**Enforcement of Arbitration Clause.** Any Party who is required to enforce the processes of this arbitration provision shall be entitled to recover attorneys' fees incurred in enforcing the requirements of this provision.

**Confidentiality.** The Parties shall treat the arbitration process and any results of the arbitration as confidential.

#### **11] Force Majeure:**

Neither parties shall be held for any delays of failure of performance of obligation provided herein when such delay or failure is caused by strike, fire flood, acts of god, earthquake of any laws/rules of any government authority of other condition beyond its control cannot be casted or provided the party subject to such obligation have exhausted alternative means of performing the obligation in question, neither party shall have the right to claim eventual damages of such conditions.

#### **12] Validity of contract:**

**12. A] This Terms of Sales Published on the website of the company Global Polychem shall supersede all the sales contract, sales order, Pro-forma Invoices and or any agreements between seller and buyer including, all previous correspondence and negotiation connected here with shall become subject to term and condition in this contract published on [www.globalpolychem.com](http://www.globalpolychem.com) under important links and documents. under Global Polychem General Sales Terms of Sales.**

**12. B] Any changes or amendment to this sales contract shall be agreeable by both parties in written form such change and amendment shall constitute the integral part of this contract.**

### **13] LIMITATION OF LIABILITY:**

REGARDLESS OF THE CIRCUMSTANCES, IF SELLER CANCELS ANY ORDER THEY WILL REFUND THE ADVANCE PAYMENT RECEIVED AND BUYER CANNOT HOLD SELLER RESPONSIBLE TO SELLER FOR ANY OF THEIR LOSS DUE TO THAT SALES ORDER, SELLER'S TOTAL LIABILITY TO BUYER FOR ANY AND ALL CLAIMS, LOSSES OR DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER, WHETHER BASED IN CONTRACT, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, STATUTE, BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS IN RESPECT TO WHICH SUCH CAUSE AROSE. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SALES, PUNITIVE DAMAGES, INJURY TO PERSONS OR PROPERTY, OR ANY OTHER COMMERCIAL LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR IN CONNECTION WITH THE USE, LOSS OF USE, PERFORMANCE OR REPLACEMENT OF THE PRODUCT. The remedies set forth in this Limitation of Liability section are EXCLUSIVE and no other remedy or remedies are available to Buyer. Buyer and Seller agree that the remedies contained herein are adequate remedies.

### **MISCELLANEOUS**

This Contract shall not be assigned in whole or in part by Buyer or Seller without the written consent of the other Party, except that Seller may assign its rights and obligations hereunder to any corporation, subsidiary of or affiliated with Seller or any buyer that buys all or substantially all of the assets related to the performance of this Contract. No waiver by either Party of any breach of any of the terms and conditions herein contained shall be construed as a waiver of any succeeding breach of the same or any other term or condition. Except to the extent Buyer and Seller have both signed a separate document governing the sale of Products or provision of the services (including an Open Account Agreement), these General Terms and Conditions of Sale constitute the sole and exclusive agreement between Seller and Buyer for the purpose stated herein. If such a separate agreement including the terms mentioned in the pro forma invoice issued by seller & signed by either or both Parties exists and any of these General Terms and Conditions of Sale are inconsistent with the terms of that agreement, the terms of that agreement shall be valid. None of the terms set forth in the General Terms and Conditions of Sale may be changed (except as permitted herein) without Seller's signature. Should any provision of the General Terms and Conditions of Sale be determined to be inconsistent with or contrary to applicable law, such provision will be deemed amended or omitted to conform without affecting any other provision or the validity of the General Terms and Conditions of Sale. No modification of this Contract shall be of any force or effect unless such modification is in writing and signed by the Party to be bound thereby; and no modification shall be effected by the acknowledgment or acceptance of pro forma invoice or purchase order forms containing terms or conditions at variance with those set forth herein.

Both Seller and Buyer agree to all the above mentioned term and conditions of this contract

(updated on 1st Jan 2021)