

# General Conditions of Sale

These General Conditions of Sale are applicable on any person / company / organization / community / group / authority / government who has expressed interest in writing or verbally to purchase / procure / trade / export / recycle / reuse / store / restore any of the products / materials / services offered on sale by any of the executive / representative / agent / commission agent / associate / employee of Gemini Corporation N.V (hereinafter referred as and includes us / we / our company / company / exporter / seller and shall also include unless specified our employees / agent / executive / representative / commission agent / associate).

These conditions must be read together with the all the Important Notes and Additional Conditions mentioned in the Sales Order Export document and will be binding upon the buyer (hereinafter referred as and includes shipper / customer / consignee / notify / guarantor / trader). Any additional condition of sales / purchase represented by buyer shall not be applicable under any circumstance even if not explicitly contested by the seller.

In case of conflict between any of the terms / notes / conditions mentioned in the Sales Order Export and this General Conditions of Sale, the conditions and terms mentioned in the Sales Order Export will be applicable as binding and final.

Gemini Corporation N.V. reserves the rights to add / amend / change / remove / alter / revoke any or all General Conditions of Sale without giving prior notification to any of the customer.

Hereinafter communication or intimation means any communication or intimation made in writing via e-mail or any valid mode of digital electrical transmission through the

official mail id / personal or official mobile number of the sender and receiver competent to receive and send such email.

The General Conditions of Sales also includes –

1. All Sales Order Export shall be treated as General Offer until –
  - a. Signed & stamped (by the buyer / his authorized personnel) and returned to its sender / presenter / us,
  - b. The material in subject must be available during this period of offer and acceptance, and
  - c. Must be / have been communicated in writing via e-mail to our / buyer's official mail id competent to receive such e-mails / communication for commercial transaction.
2. All Sales Order Export / General Offer are subjected to limited period only which may expire / be withdrawn without any written / prior intimation to its receiver (includes buyer / agent of buyer). We / our representative / sender / our employees shall not be held liable under any circumstances whatsoever for loss of trade / business to the receiver due to expiry of offers made time to time.
3. Sales Order Export shall be considered as Sales Contract between Gemini Corporation N.V. and specified / mentioned customer only upon fulfillment of above mentioned conditions and below mentioned conditions shall be applicable on all the correspondence of trade and communication until completion of the contract irrespective of these conditions communicated / expressed / informed to buyer or not. All other relevant communication / correspondence standing in conflict / contradictory to any / all of the conditions mentioned herein shall be treated as null and void.
4. Any alteration / amendment / addition / subtraction of product / price / quality / quantity / delivery condition / payment condition / supporting documents are

subject to written intimation and acceptance by us.

5. Unless and otherwise, expressed and agreed upon, the invoices shall be based on the weight of the goods on departure. We are allowed to effect partial deliveries. Furthermore we are allowed to deliver plus / minus 10 % of the contractual quantity.
6. Ownership of goods remains with us until goods are paid in full, all the relevant documents mentioned in sales contract and agreed upon are exchanged and the quality of the goods / services have duly been accepted by the buyer.
7. The ownership of goods / services shall not pass to buyer before buyer has met in full all his obligations arising from his business relations with seller.
8. Should doubts about buyers' solvency or willingness to pay arise after the conclusion of the contract (such as, but not limited to, delay in payment, reduction/cancellation of credit lines by Credit Insurance etc.), seller shall be entitled to refuse performance of the contract until full payment has been made or full security for the payment has been provided.
9. Caveat emptor. It is the responsibility of the buyer to understand / evaluate / estimate and inquire for all the relevant information regarding the goods / services offered in contract. We take no responsibility in case of misunderstanding of buyer regarding the product / services or its quality / usage / application / implication / expiration.
10. Under no circumstance (even expressed or agreed) the buyer can sell any or all of the goods / products / services supplied / exported to him by Gemini Corporation N.V. directly or indirectly under / using / representing the brand name / signature / logo / style of Gemini Corporation N.V. Using of our name and style may lead to instigate enquiry under serious criminal offence and breach of trust & breach of contract.
11. All the charges will be charged extra or we reserve the

rights to revise the price of contract under any of the following circumstance/s arise anytime during the execution of contract –

a. Additional or sudden imposition of extra cost / surcharge / duties / taxes arising out of change of policy of Government (of importing / transshipping / exporting country) / Insurance Company / Shipping Line.

b. Additional freight costs or insurance premium or any other such cost arising due to war like situation, national or international emergency.

c. Imposition of sudden increase in insurance premiums on all ships calling at the port or in their area.

12. The invoiced amount shall be payable by buyer without any deduction, off-set or counterclaim into the account specified on the respective invoice. Buyer shall bear all bank charges except those of seller's bank.

13. We shall not be held liable in case of delay in sending the documents of exports to customer / bank / negotiating bank, if there is delay in making advances / payments / confirmation of documents / arranging accepted letter of credit. Gemini shall not be compensating for any loss due to such reasons of delay.

14. In the event of delay in payment, we reserve the rights to charge buyer with interest on arrears at the rate of 12% p.a. over the rate charged by Belgium banks for current account overdrafts of the currency of the invoice.

15. In case of discrepancy, any claim by buyer regarding the quality / quantity / performance of the contract shall be accepted under following circumstance/s –

a. The claim must be reported and notified to us in writing within 10 days from the date of receipt of goods or within 15 days from the arrival of the of goods at the final destination whichever is earlier and must be supported by an independent surveyor's report (if) appointed by the us.

b. The claim must be supported with copy of all

relevant documents / communication exchanged for the shipment, material pictures offered (if any), unloading weight slips and other relevant docs stating proper release of consignment, unloading photos, material photos actually received and pictures of the location where the materials have been unloaded.

16. Management (in absence of surveyor) / surveyor's decision will be final and binding regarding claim settlement.
17. In the event of a justified claim, we shall have the right to replace the material or to credit buyer for the invoice value of the goods, which are the subject of the claim against return of the claimed goods.
18. All claims shall be settled amicably as far as possible. In any case the claim shall not exceed the invoice amount.
19. Any delivery time stated shall only be binding if expressly confirmed and notified by the seller in writing. The delivery time shall be deemed to have been observed if seller has, within the delivery time, dispatched the goods or advised that they are ready for dispatch. In the event of a delay, a reasonable extension of a minimum of 2 weeks to deliver the goods has to be accepted by the buyer, without the right to claim damages due to such delay.
20. Buyer will be responsible for any demurrage charges in the event of any delay in the unloading of the goods if the delivery date was accepted by the buyer.
21. The seller shall be released from his obligation to fulfill this contract in case of natural calamity, unforeseen events such as strike, lock-out, transportation blockage, war blockage, national emergency, those events which the law and jurisprudence deem force majeure, riots, financial failures of shipping line or importing countries, terrorist attacks on board or on port of transshipment / destination / discharge, flood, frost, interruption to or lack of

transportation, government regulations, excessive sickness of personnel irrespective of whether these circumstances affect the seller or his suppliers.

22. Unless and otherwise, expressed and agreed, all the litigation shall be subjected to the jurisdiction and competence of Belgian Courts of Law physically situated in the land of Belgium, Europe. All Laws / By-laws / Rules and Regulation of the Belgian Law shall be applied. In absence of any provision, all decision of Belgian Courts shall be binding upon buyer and seller. This competence clause prevail all other clauses retained in whatever document exchanged between parties.
23. It is presumed that the customer is responsible and competent to import / trade the goods and services sold / exported by Gemini Corporation N.V. and under no circumstances we will be held liable for wrong declaration of – facts and details of shipper / customer / consignee / notify, goods / services, cost and value of sales / export to the Authority of importing country / customs / Government of the importing country.
24. Notwithstanding delivery and the passing of risk, property in and title to the goods, including full legal and beneficial ownership, shall remain with us until we have received payment of the full price of (a) all goods and/or services of the subject of the contract and (b) all other goods and/or services supplied by us to the buyer under any contract whatsoever. Payment of the full price shall include, without limitation, the amount of any interest or other sum payable under the terms of this and all other contracts between the buyer and us.
25. The buyer shall be entitled to transform the goods or to incorporate them in a new product or products. In that case we reserve to ourselves the legal and equitable title to the final product or products into which the goods are incorporated or mixed. The buyer shall store the final products separately and property of these products shall remain with us until full payment have

been made to us for the goods.

26. The buyer may sell the goods in the normal course of his business but on condition that the buyer, in a fiduciary capacity as bailee of the goods, and for so long as he has not fully discharged his debt to us, shall hold and pursue claims for the proceeds of their sale equal to the price of the goods for and on behalf of us. The buyer shall fully pursue such claims and if necessary shall recover the sums due by legal process. The buyer shall if so required by us, allow us to conduct in the buyer's name legal proceedings in respect of the monies due on the sale of the goods. Any sums recovered by us as a result of such proceedings (including sums accepted by us in settlement thereof whether or not equal to the sums claimed) shall be applied to the payment of the monies due to us from the buyer and then to the reasonable costs incurred by us in the course of such proceedings. Any balance remaining shall be paid to the buyer.
27. Prior to the sale of the goods, the buyer shall, so far as reasonably practicable, store the goods separately from similar goods of the buyer, mark the goods as our property and shall not remove, obliterate or in any manner alter any label, mark or other means we may have of identifying the goods.
28. Under any circumstance mentioned hereinabove, we do not accept the responsibility and participation of misusing the imported goods by the buyer against the will of the society / government and country. Usage / re-fabrication / recycling / manufacturing / participation in manufacturing / depositing of the imported goods for a wrongful / illegal act with an intention to harm people / society / government / nature / country or to wage a war / destroy or hurt civilization is highly condemned and not supported by us. If we find the intention of import to be harmful under any manner described above we reserve complete rights to release our-self from

performance of contract and it will also lead to forfeit of any / all payments made by buyer for the contract and instigating criminal case in Belgian Court of Law.

29. We are committed to, and promote, the highest standards of integrity and ethical behaviour. We will not accept any level of fraud, corruption or other irregularities committed by parties having a business relationship with us. If we discover / becomes aware of allegations of fraud, corruption or other irregularities, we reserves the right to investigate such allegations thoroughly and, if required, we can take appropriate action to safeguard the best interest of Gemini Corporation N.V. or its employees.