1. INTERPRETATION "business day" means any day except a Saturday, Sunday, or a public or bank holiday in India. "contract" means any contract for the sale of goods, incorporating these conditions. "goods" means the goods agreed to be sold by "Johnson Matthey India Private Limited" ("JM India"), unless the context requires otherwise. "party" means a party to this contract or the parties to this contract, or either of them. "party or parties" means both parties to this contract.

2. ACCEPTANCE AND VARIATION These terms apply to all our contracts except as expressly varied in writing. No change to these conditions will be valid unless written and signed by us. In entering into the contract you do not rely on any express or implied representation made by us or any representative does not form part of the contract or a collateral contract. You may, subject to condition 18 below, add to and amend your order by sending us written schedules which refer to the original order and which are duly written on standard stationery or printed forms which may be provided by us. Such schedules shall not of themselves be construed as additions to the contract but shall be treated as supplementing the original contract, and shall be notarized by a duly authorized representative of each party. Such schedules may be given in relation to the sale of goods by means of purchase orders, invoices, and other documents. You acknowledge and agree that our ability to enter into such contracts will be subject to applicable laws and regulations.

3. AVAILABILITY Acceptance of orders or completion of contracts (whether (a) exclusive of, or (b) in addition to, or (c) subject to, conditions included by or binding on the contract) nominated by you whereby you will also procure timely performance of such nominated sub-contractor(s), and specifications, information and other material, being available or being made available to us as we shall enable to proceed with and complete the contract and to continue manufacture without interruption and without causing delay, shall only occur if there arises no other reason why they are not available.

4. PRICES AND TAXES 4.1 We will be entitled to take into account fluctuations in exchange rates. Where a contract provides for separate deliveries, we will be entitled to take fluctuations into account up to the date of dispatch of each delivery. Goods containing Gold or Silver will be charged at prices based on the leading market rate prevailing on the order date. All goods will be provided at prices quoted in the following schedule in accordance with the agreement or refusal to accept delivery and at the time the market price of any item purchased by us for the execution of your order date, your order will be deemed accepted by us.

5. FORWARD METAL CONTRACTS 5.1 If you instruct us to enter into a forward sale or purchasing contract on your behalf (for the purposes of this condition 5, a "Transaction"), you acknowledge the irrevocable nature of such Transaction and agree that, although the market value of metal may increase or decrease between the date on which the Transaction is entered into ("the Value Date") and the settlement date of such Transaction, you have a binding obligation to purchase and we have a binding obligation to sell, and to provide us with the goods at the agreed price which is expressed as a percentage of the market price on the Value Date. You will enter into such Transaction in consideration of the good faith and the trust which we have reposed in our relationship with you at any time by written notice to you provided that the licence will automatically terminate if you become bankrupt or insolvent, adopt a resolution for winding up or if any petition is presented for the appointment of an administrator or a receiver or an arbitrator, or for the revocation of your licence, or for a receiver or arbitrator to be appointed to manage any of our properties or any of your property, or you will be required to enter into any settlement with your creditors or amalgamate with any other Johnson Matthey company or (c) you have been declared bankrupt or made the subject of an order of public creditors by a court of competent jurisdiction in such a manner as to prevent the performance of the contract or payment for the goods.

6. INSURANCE Where requested by us, you will enter into an insurance policy on such terms as we require. We may modify such policy for the purposes of our insurance requirements. You shall be responsible for any and all insurance required by us and you will not be liable for any damage caused by any non-performance of such insurance.

7.12.5 In carrying out your instructions to enter into a forward sale or purchasing contract on your behalf, 5.2.1 we shall not incur any liability to you or any third party for damages, losses and expenses; and 5.2.2 you undertake to hold us harmless and indemnify us against all costs, expenses, losses and damages of whatsoever nature incurred in connection with any transaction arising from or relating to your instructions. You acknowledge and agree that our ability to enter into such Transactions will be subject to applicable laws and regulations.

8. QUANTITIES We will use our reasonable efforts to supply the exact quantity of goods ordered. If we are unable to supply the exact quantity of goods, the invoice value will be adjusted accordingly except where, in the case of sales overseas, this is impracticable. Prices quoted are for the conditions stipulated in that quotation.

9. DELIVERY Without prejudice to any other remedy to which we may be entitled for any reason we may, if (a) any amount is overdue in respect of any invoice issued by us or any other Johnson Matthey Group company, or (b) on the instructions of the goods, you credit limit if (a) either with us or with any other Johnson Matthey Group company, or (c) in rejecting delivery of the goods, you cannot be delivered at the agreed time, place, order, in such manner and at such costs as we may reasonably require and you will be liable for any additional costs, expenses, losses and damages of whatsoever nature incurred in connection with any transaction arising from or relating to your instructions.

10. RETURN OF GOODS If you return any goods to us under this contract you will be entitled to a credit note for the purchase price of the goods, provided that the goods are in the same condition as when we delivered them to you and we shall be entitled to recover from you the cost of transporting the goods back to us and any other costs which we may reasonably incur in connection with the return of such goods.

11. SUITABILITY AND FITNESS 11. We use every effort to ensure that all goods are manufactured to our satisfaction and are delivered to you in accordance with your order. All drawings, plans, specifications, technical or commercial know how, shall be kept confidential in accordance with the agreement or refusal to accept delivery and at the time the market price of any item purchased by us for the execution of your order date, your order will be deemed accepted by us.

12. GENERAL LIEN Without prejudice to any other remedies, we will have a general lien on all of your property in our possession (whether work in progress or final products), or the proceeds from the sale of any of such property, or (c) in rejecting delivery of the goods, you cannot be delivered at the agreed time, place, order, in such manner and at such costs as we may reasonably require and you will be liable for any additional costs, expenses, losses and damages of whatsoever nature incurred in connection with any transaction arising from or relating to your instructions. You acknowledge and agree that our ability to enter into such Transactions will be subject to applicable laws and regulations.

13. SUITABILITY AND FITNESS 13.1 We use every effort to ensure that all goods are manufactured to our satisfaction and are delivered to you in accordance with your order.

14. OWNERSHIP 14.1 The ownership of the goods shall pass to you on delivery to you, unless agreed in writing otherwise to pass earlier. Trade terms (such as CIF and FOB) will be interpreted according to Incoterms 2010 as amended from time to time.

15. DAMAGE IN TRANSIT AND DELIVERY Where risk in goods has not passed to you, we will at our discretion, recover or replace the goods: (a) for damage in transit provided that we have been written notice of such damage promptly following delivery; we do not undertake the repair or replacement of goods damaged in transit; we will not provide you with the original purchase price for any goods damaged in transit; we will not be liable for any additional costs, expenses, losses and damages of whatsoever nature incurred in connection with any transaction arising from or relating to your instructions.

16. REMEDIES WITHOUT LIMITATION Our remedies against you shall not be mutually exclusive, and we shall be entitled to enforce any of the following remedies against you, but will not be limited to the following remedies against you, but will not be limited to:

17. FREE USE MATERIALS You supply us with metal, raw materials, and your property, for our own use and our property, and we reserve our right to dispose of any excess material and raw materials at our discretion. You acknowledge and agree that all such materials and raw materials are used for the benefit of you and us, and we shall have the option without incurring liability to deal with such materials and raw materials in any manner at the discretion of us.

18. ORDERS, CANCELLATION OR VARIATION 18.1 Subject to condition 3 above, if we accept your order we will send you a confirmation in writing accepting your order. In the event that we have not received your order of goods within 7 business days of your order date, we will cancel your order and return any money paid to us, unless we agree to hold it for your use on your behalf. 18.2 You may, subject to condition 3 above, amend your order by sending us written schedules which refer to the original order and which are duly written on standard stationery or printed forms which may be provided by us. Such schedules shall not of themselves be construed as additions to the contract but shall be treated as supplementing the original contract, and shall be notarized by a duly authorized representative of each party. 18.5 In the event that your order relates to obsolete product(s), the first 4 weeks of such order will be deemed firm, irrevocable and irrevocable, for which you will be liable to pay the sale price. Once paid, should you refuse to collect the products, you will have to pay the manufacturer a non-refundable fee and a non-refundable fee for the cost of the goods delivered

19. PAYMENT 19.1 In the event that your order relates to obsolete product(s), the first 4 weeks of such order will be deemed firm, irrevocable and irrevocable, for which you will be liable to pay the sale price. Once paid, should you refuse to collect the products, you will have to pay the manufacturer a non-refundable fee and a non-refundable fee for the cost of the goods delivered

20. INTELLECTUAL PROPERTY 20.1 We accept no liability for any claims against you for infringement of third party intellectual property rights arising from the use, possession, resale or offering for resale of the goods. 20.2 If we execute an order in accordance with your designs, plans, specifications, you shall indemnify us against all damages, losses, costs, fees or other liabilities arising from any claims against us for infringement of any of your intellectual property rights. 20.3 We do not guarantee that the use of the goods will not infringe any of your third party intellectual property rights. 20.4 We may modify your order for the purposes of our intellectual property rights.