

8. INSPECTION AND TESTING: The Sellers shall ensure that the goods shipped conform to the agreed quality and specifications and shall not ship goods which do not conform to the agreed quality and specifications. The Sellers shall at their own cost get the material tested before loading from an Analyst of repute and furnish such a certificate in support of the quality corresponding to the grades as provided in Clauses 1 and 2 above.

9. SHIPMENT: Shipment arrangements will be made by Secretary, Shipping Co-ordination Committee, Ministry of Shipping and Transport, Transport Bhavan, New Delhi, Cable Address: TRANSSHART, NEW DELHI, Telex: VAHAN, NEW DELHI 312 or their nominee or Forwarding Agents named below:-

- i) India Supply Mission, Govt. of India, One World Trade Centre, Suite 2245, New York NY-10043 USA (Telegram: INSUPMIS NEWYORK);
- ii) M/s. Dyson Shipping Co. Incorporated, One World Trade Centre, Suite 1933, New York NY 10048 (Telegram: DYSONCO NEWYORK).

10. CLAIMS: Should the material supplied fall outside the specifications agreed to hereinabove, the Buyers shall have the right to reject the material in part or whole without prejudice to buyers claim for compensation for the material rejected or for the sub-standard material accepted. Additionally, the buyer shall under the contract be able to recover the losses and cost suffered due to wrong execution of the contract at his option. The replacement of goods rejected should be made either in terms of quantity of goods supplied and rejected or the money value thereof.

11. DEFAULT: If the Seller fails to fulfil any of the terms of the contract provided such failure is not due to force majeure as detailed in Clause 12 hereunder, Seller shall be liable for all damages or loss incurred by MMTC because of Sellers' failure.

12. FORCE MAJEURE:

- i) If at any time during the continuance of this contract, either party is unable to perform whole or in part, any obligations under this contract, because of war, hostility, military operations of any character, civil commotion, sabotage, quarantine restrictions, acts of God and acts of Government (including but not restricted to prohibition of export or imports), fires, floods, explosions or other accidents, epidemics, strikes or other labour trouble, embargoes and delays incurred by suppliers due to such causes, then the date of fulfilment of any engagement shall be postponed during the time when such circumstances are operative.
- ii) Any Waiver/extension of time in respect of any delivery of any instalment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- iii) If operation of such circumstances exceeds three months, each party shall have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.