

Date :1st April 2023

Attention :To whom it may Concern ,

This is to certify that Goel Steel Company is our Authorised Stockist in India and has every right to sell all kinds of Tool Steel grades from Proterial.

Thank you very much for your kind attention.

Yours Faithfully,



Alex Hiew
General Manager
(Sales & Marketing Division)

Proterial Asia Pacific Pte. Ltd. – Quotation Terms and Conditions

1. Quotation and Formation of Contract

This quotation is an invitation to treat. If the customer is interested in purchasing the products and/or services stated in this quotation, the customer shall place a purchase order for such products and/or services within the validity period of the quotation, which shall be 30 calendar days unless otherwise stated. The customer agrees that its standard purchase terms (if any) shall be superseded by Proterial Asia Pacific Pte. Ltd.'s ("PRAP") standard purchase terms, the key terms of which are set out herein. PRAP will provide the complete terms and conditions upon your request. Upon PRAP's receipt of customer's purchase order and PRAP's issuance of its sales confirmation, a binding contract ("Contract") shall be formed between PRAP and the customer. This Contract shall form the entire agreement between the parties and shall supersede all prior correspondence (both oral and written) and understanding regarding the transaction.

2. Payment Terms

PRAP's standard payment term is thirty (30) days from the date of PRAP's invoice. All payments shall be made to PRAP' designated bank account and the customer shall bear all incidental charges and applicable taxes.

3. Packing and Delivery

While PRAP will use its best endeavours to deliver the products and services on schedule, PRAP shall not be liable for any delay in delivery due to an event which is beyond its reasonable control.

4. Passing of Title and Risk

Notwithstanding delivery, title in the products supplied to customer shall remain with PRAP until the customer has fully paid for the products. Risk in the products shall pass to the customer upon delivery. The latest version of Incoterms shall apply.

5. Warranty

Proterial products: standard product warranty applies

Non-Proterial products: "as-is" basis

Services: PRAP warrants that it will perform the services in accordance with generally recognized commercial practices and standards. PRAP will re-perform the services which do not meet the agreed specifications. This is PRAP's entire liability for services warranty claims.

These are the only warranties given by PRAP and all other warranties, express or implied, are expressly excluded.

6. Intellectual Property Rights and Indemnification

PRAP agrees to defend customer against any third party claim of direct infringement of such party's intellectual property rights in Singapore and indemnify the customer against actual damages which may be awarded against the customer provided that customer co-operates with PRAP and such claim did not result from any act, omission or default of the customer.

7. PRAP's Liability

In no event shall PRAP be liable for any indirect, special, punitive, incidental or consequential loss or damages (including loss of profits or loss of use of products), even if PRAP has been advised of the possibilities thereof in advance. These limitations shall apply to all causes of action including without limitation to breach of contract or warranty, negligence, strict liability, misrepresentations or other actions in tort. No action may be brought against PRAP at any time more than twelve (12) months after the cause of action arose. In no event shall PRAP's total liability to customer exceed the contract value upon which liability is based.

8. Governing Law and Dispute Resolution

This Contract is governed by the laws of Singapore and any dispute or difference arising out of or relating to the Contract shall be submitted to the Singapore courts for resolution.

9. Export Control

The purchaser certifies that product / technology to be supplied under this contract shall not be used for any purposes to disturb international peace and security. The purchaser further agrees that the products manufactured using the said technology shall neither be used for these purposes. The purchaser also warrants that he will not sell or dispose of these products / technology to any party intending or likely to use them for any purposes or activities to disturb international peace and security. The seller is entitled to deny to accept the purchaser's order when we find concerns by the result of our export control screening.

10. Compliance

Customer shall comply with all applicable laws and regulations, including but not limited to, the Foreign Corrupt Practices Act as well as other applicable anti-corruption laws.