



# TERMS AND CONDITIONS OF SALES

## LEGAL INFORMATION

This site is the property of ArcelorMittal Nippon Steel India Limited (hereinafter referred to as AM/NS INDIA LTD).

AM/NS INDIA LTD, a company incorporated under the laws of India, and having its CIN U27100GJ1976FLC013787 and registered office at AMNS House, AMNS Township, 27km, Surat- Hazira Road, Surat 394270, India hosts the esales.amns.in site, coordinates site maintenance and deals with the integration functions. By registering as a member of esales.amns.in, you can perform (buying, online order follow-up, access to sales documents, etc.) transactions on the Internet in full security and confidentiality.

## HYPERLINKS

The hyperlinks implemented within the esales.amns.in framework leading to other resources on the Internet, and particularly to its partners, were subject to prior, express, and written authorisation. It is forbidden to implement a hyperlink towards esales.amns.in without the prior express authorisation of AM/NS INDIA LTD.

## 1. PREAMBLE

1. AM/NS INDIA LTD develops and runs the online website esales.amns.in.

esales.amns.in is a commercial B2B (Business to Business) and B2C (Business to Customer) website aimed at selling the best grade steel to its customers.

2. AM/NS INDIA LTD users may carry out commercial transactions using the resources put in place by AM/NS INDIA LTD through esales.amns.in website.

3. The technical platform developed for AM/NS INDIA LTD makes it possible to facilitate sale of steel products of AM/NS INDIA LTD.

4. The transaction spaces on esales.amns.in are accessible to esales.amns.in users who declare that they agree to comply with this Contract without reservation.

## **2. DEFINITIONS**

The terms below shall have the following meanings for the Parties:

- "User code": Sub-code generated by the generic code submitted by AM/NS INDIA LTD to the esales.amns.in user and used by individuals employed by the esales.amns.in user, acting exclusively in the name of and on behalf of the esales.amns.in user.
- "Data": Personal data relating to the esales.amns.in users and collected mainly through online forms placed on the esales.amns.in website.
- "Form": This expression refers to the service registration form, as well as any other form available online on the pages reserved for certain services associated with the site.
- "esales.amns.in user" or "you": esales.amns.in user or you should be understood to refer to buyers registered on the website in order to exchange information and/or make commercial transactions. General public will become users of the website developed by AM/NS INDIA LTD after meeting the registration procedure described herein.
- Services: These refer to the information exchange and commercial transaction processes reserved for AMNSI users
- Site: The Site or Website is a B2B and B2C commercial space, through which esales.amns.in users can exchange information and carry out commercial transactions, whereby it is understood that this information and these transactions are not binding upon AM/NS INDIA LTD.

## **3. OBJECT**

1. The object of this "Contract" as laid down in article 4 below is to establish the conditions for registration of esales.amns.in users to the website services and the website's usage regulations.
2. Any usage of the website services must comply with this Contract.
3. esales.amns.in users acknowledge that they have filled out the registration form and provided the data and information required for their registration.
4. esales.amns.in users also acknowledge that they have read this Contract, which they declare that they accept without reservation.

esales.amns.in users guarantee their acceptance of this Contract and that every member of its staff that it authorises to use the esales.amns.in services shall comply therewith.

5. Please read the terms and conditions set forth herein carefully before using the website. These terms govern your rights and obligations as a user.
6. The users accessing this platform shall be competent to enter into legally binding contracts under the Indian Contract Act, 1872 ("Contract Act"). Any person who shall be considered as incompetent to contract as per the provisions of the Contract Act including minors, un-discharged insolvents etc. are not eligible to avail the services, products and opportunities on this platform. Any person accessing the website and availing information pertaining to the products, services or opportunities on behalf of an organization represents and warrants that it is duly authorized by the organization to accept these terms of sales and services and that such person has the authority to bind the organization to these terms of sales and services.

#### **4. CONTRACTUAL DOCUMENTS**

The contractual documents (hereinafter, the "Contract") comprise, in order of priority:

1. These general terms and conditions of registration;
2. Any supplementary conditions that may complement these general terms and conditions and relate to specific services of the website: these supplementary conditions are available at the following address: [www.esales.amns.in](http://www.esales.amns.in)
3. The registration forms.

In the event of conflict, the document with the superior rank shall prevail.

#### **5. ENTRY INTO FORCE**

1. This Contract shall enter into force on the date of the esales.amns.in user's subscription to this Contract.
2. Such subscription and agreement with this Contract shall apply at the same time as the esales.amns.in user's registration in accordance with the provisions of article 10 "Access to services".
3. This subscription is also conditional upon the referencing of all the headings mentioned in the registration form available online on the esales.amns.in website.

4. If this information is not sent by the customer/user, AM/NS INDIA LTD cannot follow up the registration request.
5. Any modifications to this Contract shall enter into force as soon as the esales.amns.in user, having been informed of these modifications in writing, uses any Service as defined above in this document. The Parties acknowledge and accept that such use amounts to acceptance of the modified contract.

## **6. TERM**

1. This Contract is applicable for an indefinite term, with AM/NS INDIA LTD reserving the right to terminate operation of its esales.amns.in website, and the services associated therewith, without advance notice or compensation to the esales.amns.in user.
2. AM/NS INDIA LTD reserves the right to terminate this Contract at any time without advance notice or compensation to the esales.amns.in user.
3. AM/NS INDIA LTD also reserves the right to disable a User Code at any time, without advance notice, either temporarily or permanently, without this measure leading to termination of this Contract.

## **7. SERVICES**

1. AMSNIL offers the following services on its esales.amns.in website:
  1. transaction services (order entry)
  2. information services (order tracking, sales documentation)
2. The esales.amns.in user is liable for the connection costs and all expenses pertaining to access to services (e.g. access provider subscription, communication costs). Access to and use of the Services is conditional upon obtaining status as esales.amns.in user.
3. Usage of the Services shall be under the sole control and responsibility of the esales.amns.in user.
4. AM/NS INDIA LTD reserves the right to develop other services in addition to the existing Services, which may come under supplementary usage conditions.
5. AM/NS INDIA LTD reserves the right to withdraw all or part of the offered Services, to make any modifications and improvements to its services deemed necessary or useful within the scope of smooth operation of the services.
6. In so far as modification of AM/NS INDIA LTD services would lead to a modification of this Contract, the esales.amns.in user shall be informed either by e-mail to the address indicated on the registration form or in documents addressed to esales.amns.in users, either by

notice placed online on the esales.amns.in website, or by any other means, no later than seven (7) days after entry into force of the modifications.

7. Any use of the Services after entry into force of the modifications to the general terms and conditions, shall amount to acceptance by the esales.amns.in user of the new registration general terms and conditions.
8. Modifications to the Contract imposed by a change of legislation or by legal order shall be immediately applicable. The same applies to corrections made following non-substantial modifications and which would not affect the actual content of the general terms and conditions (particularly but not exclusively: changes of address, trading name, typographical corrections, etc.).

## **8. ROLE OF AM/NS INDIA LTD**

1. AM/NS INDIA LTD offers several services to esales.amns.in users through which they can buy steel products. The Services are normally accessible by esales.amns.in users 24 hours a day, 7 days a week, throughout the whole year.

AM/NS INDIA LTD also reserves the right, with no advance notice or compensation, to temporarily shut down its esales.amns.in website, as well as access to the services pertaining thereto, in order to carry out an update, modifications to the operating methods, servers, or accessibility times.

2. AM/NS INDIA LTD and/or its sub-contractors provide the means necessary for establishing exchanges between Buyer Users and AM/NS INDIA LTD.

## **9. PROFILE OF ESALES.AMNS.IN USERS**

1. Only those legal entities with the legal capacity to buy and who meet the terms and conditions established in this Contract, may become esales.amns.in users.

## **10. ACCESS TO SERVICES**

1. esales.amns.in must give their agreement before esales.amns.in users may access the esales.amns.in services, on the basis of commercial agreements made between them
2. The registration procedure for esales.amns.in users consist of the following stages: -

stage 1: After obtaining the agreement of esales.amns.in, the legal entity meeting the profile required to become a esales.amns.in user fills out the registration form; -

stage 2: The esales.amns.in user reads this Contract; -

stage 3: The esales.amns.in user gives its agreement to the application of this Contract; -

stage 4: AM/NS INDIA LTD after sending the identifier to the esales.amns.in user, activates the account of its new User.

Following this registration procedure, the legal entity, having fulfilled the terms and conditions established herein, becomes a esales.amns.in user and may access the service(s) established by mutual agreement with the esales.amns.in.

## **11. SECURITY - USE OF IDENTIFIERS**

1. esales.amns.in user is solely responsible for preserving the confidentiality of its identifiers and other confidential data sent by AM/NS INDIA LTD when the user is registered or thereafter.
2. esales.amns.in agrees to manage the use of these "user codes". Any person provided with such a code shall be deemed as acting in the name and on behalf of the esales.amns.in user. If the person provided with a "user code" was not authorised by the esales.amns.in user to use the Services, the esales.amns.in user agrees to inform AM/NS INDIA LTD immediately.
3. Any use of the identifiers shall lead to the irrefutable supposition that the esales.amns.in user has used the Service(s) of AM/NS INDIA LTD.
4. The esales.amns.in User agrees to notify AM/NS INDIA LTD without delay of any communication of or attempt to communicate the identifiers to third parties or any theft or misappropriation of its identifiers.
5. This notification shall be addressed to AM/NS INDIA LTD, confirmed by registered mail with acknowledgement of receipt, whereby AM/NS INDIA LTD will disable access to the Services within a period of forty-eight (48) working hours following receipt of this notification.
6. The esales.amns.in user is solely responsible for the use of the services through the identifiers until AM/NS INDIA LTD has disabled its identifiers.
7. Only the date of receipt of the registered mail is legally binding upon the parties and shall mark the start of the 48-hour period within which AM/NS INDIA LTD agrees to disable the identifiers.

## **12. STORAGE OF EXCHANGED INFORMATION AND COMMERCIAL**

## **TRANSACTIONS MADE BETWEEN AM/NS INDIA LTD AND ESALES.AMNS.IN USERS.**

1. AM/NS INDIA LTD stores exchanged information and commercial transactions carried out through the Services for a period of one year from the transaction date, in order to facilitate the work of Users with respect to the most recent information and transactions.

### **13. DATA USAGE, MANAGEMENT, AND COLLECTION METHODS**

1. esales.amns.in users are informed that AM/NS INDIA LTD may collect data relating to them, firstly, through registration forms that can be consulted before this Contract, and secondly, through any other forms or data-entry screens.
2. Users are informed that, the information provided on the esales.amns.in site may be used by AM/NS INDIA LTD, and sent to esales.amns.in users who are in charge of the industrial and commercial operations necessary for recording and processing of transactions. Any esales.amns.in user has the right to consult and correct its general information by emailing at support@AM/NS INDIA LTD, or visiting the FAQs.
3. Use of cookies: The user is informed that, when it visits the website, a cookie may be installed on its browser software automatically. By using or accessing the the esales.amns.in site, our servers (hosted by a third-party service provider) may collect information indirectly and automatically about your activities on the Web Site by way of cookies. Cookies are pieces of information that a site sends to your computer or other media devices while you are viewing or interacting with a website. AM/NS INDIA LTD uses cookies and other such devices to compile anonymous, aggregated statistics that allow us to understand how users use our the esales.amns.in site and to help us improve the structure of the esales.amns.in. We may combine your visitor session information or other information collected through cookies and other technical methods with personally identifiable information in order to understand and improve your online experiences and to determine what category/nature of businesses and locations you prefer or are likely to be of interest to you.

You can change your web browsers settings to accept or not to accept cookies. However, if you do not accept these cookies, you may experience some inconvenience in your use of our services. We may use third-party service providers to serve ads on its behalf across the internet. Such third-party service providers may collect

anonymous information about your use of the esales.amns.in site. Personally, identifiable information is not linked to data collected from this source.

#### 4. Personal Data

We are committed to protecting your privacy and will only collect and use Personal Data in the manner and for the purposes herein and that is consistent with our obligations and your rights under the applicable legislation and regulations. It may be noted that AM/NS INDIA LTD. handles all such information in accordance with the provisions of the applicable law as may be applicable from time to time and only for the duration lawfully required, thereunder.

By availing the services and opportunities, you are consenting to have your Personal Data transferred to and processed by us. AM/NS INDIA LTD may share your Personal Data with group companies and service providers and this may involve transferring it to countries outside India. Where we do so, we will ensure that we do this in accordance with the applicable laws and take appropriate measures to ensure that the level of protection which applies to your Personal Data processed in these countries is similar to that which applies within India.

### **14. INTERNET RULES OF USE**

1. The esales.amns.in user declares that it accepts the characteristics and limitations of the Internet and, in particular acknowledges:
  - a. that it is aware of the nature of the Internet and, in particular, its technical performance and response times for consulting, polling, and transferring data;
  - b. that the data circulating on the Internet is not necessarily protected, particularly from possible re-routing;
  - c. that it sends its identifiers, and more generally, any information deemed by esales.amns.in user as confidential, to third parties at its own risk;
  - d. that it is responsible for taking all appropriate measures to protect its own data and/or software from infection by any viruses on the Internet;
  - e. that data circulating on the Internet may be regulated in terms of use or protected by property rights.
2. Generally speaking, the esales.amns.in user is solely responsible for all data that it consults, polls, and transfers on the Internet and for the use it makes of the Services offered by AM/NS INDIA LTD, whose

responsibility cannot be invoked for any reason as a result of this data and these Services.

3. The esales.amns.in user is informed that the Internet is a network that conveys a certain amount of data that is likely to be protected and which may infringe legal provisions in force.

## **15. AGREEMENT ON EVIDENCE**

1. The esales.amns.in user acknowledges the evidential value of the electronic exchanges between the Users.
2. The esales.amns.in user expressly acknowledges that the connection logs are legally binding upon the parties.

## **16. INTELLECTUAL PROPERTY RIGHTS OF AM/NS INDIA LTD**

1. The constituent elements of the esales.amns.in website, such as marks, drawings and models, sounds and videos, images, and text, are the exclusive property of AM/NS INDIA LTD. AM/NS INDIA LTD reserves the right to correct mistakes.
2. Use of the afore-mentioned elements shall only be authorised within the scope of online consultation of the site according to its intended use and for the use of the Services. Any other use of the afore-mentioned elements is forbidden.
3. The esales.amns.in user agrees not to directly or indirectly violate the property rights of AM/NS INDIA LTD and not to exploit in any way the names, marks, logos, software, information, and any documents communicated to it for general purposes within the scope of performance of this Contract.
4. The esales.amns.in user agrees to comply with all the rights of AM/NS INDIA LTD and not to evoke any comparison in the mind of the public for any reason.
5. For this purpose, the esales.amns.in user agrees to take all measures necessary to protect the aforementioned rights from third parties, and will especially maintain all mentions of ownership and copyright, which will appear with all data, information, and more generally, on the elements that can be viewed on the AM/NS INDIA LTD website or which are communicated to it by AM/NS INDIA LTD.

## **17. GUARANTEES**

### **17.1. Guarantees attributable to AM/NS INDIA LTD**

1. Performance Guarantee

AM/NS INDIA LTD agrees that the performance and ergonomic qualities of the esales.amns.in website and Services associated therewith shall not be degraded through its actions and to take all technical and financial measures, particularly to maintain the infrastructures preventing any degradation of the offered services.

## 2. Security Guarantee

AM/NS INDIA LTD guarantees that it will take into account the security needs expressed by the esales.amns.in user, provided that the material conditions for implementation of these are feasible and without this constituting a performance obligation attributable to AM/NS INDIA LTD. AM/NS INDIA LTD shall undertake no other guarantee whether express or implied.

### **17.2. Guarantees attributable to the esales.amns.in User**

#### 1. Guarantee of quiet enjoyment

The esales.amns.in user guarantees AM/NS INDIA LTD against any infringement proceedings resulting from documents and information of any kind, submitted to AM/NS INDIA LTD.

In this respect, the esales.amns.in user agrees to intervene in any proceedings that may be instigated against AM/NS INDIA LTD based on the infringement of copyrights and/or industrial property rights (marks, patents, drawings, and models), violation of corporate secrecy, or even based on any other violation of an intellectual property right.

The esales.amns.in user shall assume liability for all damages ordered to be paid by AM/NS INDIA LTD by a final legal ruling, an arbitration ruling, or as a result of pre-litigation procedures, which have grounds in the demonstration of infringement.

If the prohibition of use is ordered as a result of infringement proceedings or of a transaction signed with the claimant of the infringement proceedings, the esales.amns.in user will make all efforts, in the shortest delay at its discretion and cost, to:

- obtain the right for AM/NS INDIA LTD to continue to use these elements;

or:

- replace the infringing element with an equivalent element not subject to infringement proceedings;

or:

- modify the infringing element so as to prevent the aforementioned infringement.

### **17.3 WARRANTY DISCLAIMER**

AM/NS INDIA LTD MAKES NO REPRESENTATION OR WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTERS IN RELATION TO THE GOODS OTHER THAN THAT THE GOODS (INCLUDING THE PACKAGING) CONFORM TO THE SPECIFICATIONS STATED AND WITHIN ANY TOLERANCE STATED; AND ANY WARRANTIES, CONDITIONS OR OTHER TERMS IMPLIED BY LAW, CUSTOM OR BY STATUTE WHETHER AS TO MERCHANTABILITY, QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE GOODS, OR OTHERWISE, ARE EXCLUDED. ANY REPRESENTATION OR STATEMENT NOT EXPRESSLY CONTAINED IN THIS AGREEMENT SHALL NOT BE BINDING UPON AM/NS INDIA LTD AS REPRESENTATION OR WARRANTY OR OTHERWISE IN RESPECT OF THE GOODS.

## **18. INFORMATION DISTRIBUTED BY ESALES.AMNS.IN USERS**

1. All communications and information distributed by the esales.amns.in user must comply with the rights of third parties and must not be contrary to public order and good morality, and must comply with the rights of AM/NS INDIA LTD.
2. The esales.amns.in user guarantees AM/NS INDIA LTD against any recourse based on the information distributed by it.
3. The esales.amns.in user agrees to inform AM/NS INDIA LTD by registered mail with acknowledgement of receipt, of any complaint, court proceedings, and claims made against it and which may affect this Contract and the Services.
4. Any use of Services by the esales.amns.in user that would contravene the terms of this Contract's provisions, shall lead to immediate withdrawal without advance notice of the status of esales.amns.in user and withdrawal of access to all the website's services, without prejudice to any damages that may be claimed by AM/NS INDIA LTD.
5. AM/NS INDIA LTD reserves the right to verify and remove any content that it deems inappropriate to AM/NS INDIA LTD's activity, or illegal with respect to the rules of Indian and/or international law, without incurring its liability as a result.

## **19. LIABILITY**

### **19.1. Liability of AM/NS INDIA LTD**

1. It is expressly agreed between the parties that AM/NS INDIA LTD is subject to a best efforts obligation for each of the obligations attributed to it within the scope of this Contract.
2. AM/NS INDIA LTD cannot in any way be held liable for indirect damages or special consequential losses to the esales.amns.in user, particularly commercial damages, loss of clients, loss of orders, commercial troubles of any kind, loss of profits, and loss of brand image resulting from any failure of AM/NS INDIA LTD to fulfil its contractual obligations.

If AM/NS INDIA LTD is held responsible for direct damages, its level of liability shall be the amount as mutually decided by the parties to the Contract and such amount shall not exceed the amount of purchase price of the product(s).

The esales.amns.in User understands and accepts that AM/NS INDIA LTD liability cannot exceed the liability restriction indicated above until the Services have been invoiced.

## **19.2. Liability of the esales.amns.in User**

1. The esales.amns.in User accepts editorial responsibility for the elements submitted to AM/NS INDIA LTD and is solely responsible for the online information and commercial offers placed on the website.
2. The esales.amns.in User is also entirely liable for all commercial transactions made through its Services.
3. Therefore, the esales.amns.in User agrees to take it upon itself to deal with all claims and/or proceedings, whatever their form and type, formulated against AM/NS INDIA LTD and which are associated directly with the information and commercial offers placed online within the scope of the Services

## **20. INDEPENDENCE OF THE PARTIES**

1. Neither of the parties may make a commitment in the name and on behalf of the other.
2. This Contract does not constitute an association, franchise, or mandate given by one of the parties to the other.
3. Furthermore, each of the parties remains solely responsible for their actions, allegations, commitments, services, products, and employees.

## **21. COMMERCIAL REFERENCES**

AM/NS INDIA LTD reserves the right to use the esales.amns.in User's name on a list of references, particularly commercial ones, and provided no written notice is received from the esales.amns.in User to the contrary.

## **22. CONFIDENTIALITY**

1. The esales.amns.in User agrees to comply with the obligation of the most absolute confidentiality and secrecy regarding information of any kind concerning AM/NS INDIA LTD, which it may have learned while using the Services of AM/NS INDIA LTD.  
The esales.amns.in User expressly agrees to ensure that all its employees, whatever their status, comply with the same obligation of confidentiality and secrecy for all the information indicated above.  
The esales.amns.in User acknowledges that any failure on its part to fulfil its obligation of confidentiality and secrecy shall constitute serious damages to AM/NS INDIA LTD, for which the latter may require compensation.
2. AM/NS INDIA LTD agrees to treat as strictly confidential the information provided by the esales.amns.in Users when they use the Services. AM/NS INDIA LTD agrees not to disclose this information to third parties not affiliated to ArcelorMittal Group for a period of five (5) years from the date on which the information was provided on the esales.amns.in website.  
The staff members of AM/NS INDIA LTD who see this information by virtue of their posts, are not third parties in the sense of this clause 22. The same applies to all regulatory, supervisory, or judicial authorities who have the right to require that this information be submitted to them. However, the esales.amns.in Users must be informed of such a request.

## **23. ASSIGNMENT OF RIGHTS**

1. This Contract cannot in any way be subject to total or partial assignment by the esales.amns.in User without express, prior, and written agreement by AM/NS INDIA LTD.

2. For its parts, AM/NS INDIA LTD may assign to any entity of its choice, its rights and obligations hereunder, subject to notice being provided to the esales.amns.in User.

## **24. SUBCONTRACTING**

AM/NS INDIA LTD may subcontract all or part of the performance of its obligations and commitments to one or more subcontractors of its choice.

## **25. TERMINATION**

1. AM/NS INDIA LTD reserves the right to legally terminate, on advance notice of eight (8) days, the esales.amns.in User's registration to the site services without prejudice or compensation.
2. The esales.amns.in User may at any time legally terminate, on advance notice of eight (8) days, its registration to the esales.amns.in services.
3. AM/NS INDIA LTD shall proceed to withdraw the registration within a period of forty-eight (48) working hours following receipt of the request.
4. Any exercise by AM/NS INDIA LTD of its rights under this clause shall be without prejudice to any other rights or remedies available to it under law or otherwise.

## **26. FORCE MAJEURE**

1. First and foremost, a case of force majeure shall suspend performance of the services of AM/NS INDIA LTD.
2. For force majeure cases with a duration of more than three (3) continuous months, registration to the services of AM/NS INDIA LTD may be terminated at the express request of the esales.amns.in User.
3. A force majeure event shall mean an event which is caused beyond the control of AM/NS INDIA LTD or beyond the control of its suppliers or the carrier of the material, including but not limited to the calamities of nature, strikes, war, riots, embargoes, government regulations, lightning, fire, flood, earthquakes, tornados, typhoons, hurricanes, landslides, volcanic eruptions, and objects striking the earth from space (such as meteorites), epidemics, pandemic as declared by the relevant governmental authority or similar acts of God, and any other similar or dissimilar occurrences, whether legal or illegal.

## **27. APPLICABLE LAW**

1. These general terms and conditions shall be governed by Indian law.
2. The same applies for both rules of merit and rules of form.

## **28. AMICABLE PROCEDURE**

1. In case of difficulties in the application of this Contract, the parties agree to attempt to resolve any dispute through an amicable procedure.
2. In this respect, any party that wishes to use this procedure, it must notify the other party of this intention by registered mail with acknowledgement of receipt within a period of fifteen (15) days.
3. The parties shall appoint a jointly agreed expert within the aforementioned period of fifteen (15) days.
4. The jointly agreed expert must attempt to reconcile the parties within a period of two months from referral.
5. The expert will propose a report in order to reconcile the views of each party.
6. In the event of reconciliation, the parties agree to sign a confidential settlement agreement.
7. The settlement agreement will expressly specify whether this Contract will continue to apply.

## **29. ATTRIBUTION OF JURISDICTION**

In the event of a lawsuit and after attempting to seek an amicable solution, express jurisdiction shall be attributed to the Mumbai Centre for International Arbitration, notwithstanding the introduction of multiple defendants or guarantee claims, even for proceedings of a summary court and interim measures, in summary proceedings or on request. The seat and venue of the arbitral proceedings shall be Mumbai and courts of Mumbai shall have exclusive jurisdiction on all matters arising out of any dispute between AM/NS INDIA LTD and the

## **30. DOMICILE AND NOTICE**

1. The parties elect domicile at the addresses appearing on the AM/NS INDIA LTD website and appearing on the form filled out by the esales.amns.in user.
2. All contractual notices must have been sent to the domicile address in order to be deemed valid.

### **31. COMPLIANCE WITH AM/NS INDIA LTD POLICIES:**

The esales.amns.in User agrees, covenants, and undertakes that it has reviewed the policies of the AM/NS INDIA LTD as available at [https://www.amns.in/about\\_us/policies/](https://www.amns.in/about_us/policies/) (as and when updated, revised, or modified) (“Policies”) and shall comply with the principles contained in these Policies.

### **32. DISCLAIMER**

1. AM/NS India has compiled and organised the content of this esales.amns.in site to the best of its knowledge and provides it on an “as is” basis. No representation is made or warranty given, either express or implied, for the completeness, accuracy, reliability, security, timeliness, or fitness for a particular purpose, of the content of the esales.amns.in site or the non-existence of any viruses on esales.amns.in.
2. Nothing contained in esales.amns.in shall be deemed to be either advice of a financial nature to act or not to act in any way whatsoever or an invitation to invest or deal in any form of investment, whether listed or unlisted, in AM/NS INDIA LTD or any of its entities
3. We do not warrant that the functions contained in the E-sales portal will be uninterrupted or error free, and we shall not be responsible for any service interruptions (including, but not limited to, power outages, system failures or other interruptions that may affect the receipt, processing, acceptance, completion or settlement of payment).
4. AMNSI shall not be liable for any loss, claim or damage suffered by the Customer and/or any other third party arising out of or resulting from failure of any payment transaction initiated on the E-sales portal. AMNSI disclaims all liability to process any order unless it receives the payment against an order from the Customer and such order is then confirmed by AMNSI writing and communicated to the Customer.