

## 1 PRICES:

- (a) **THE PRICES QUOTED ARE SUBJECT TO CHANGE AND SUPPLIES WILL BE INVOICED AT THE PRICES RULING AT THE TIME OF DESPATCH.**
- (b) The price(s) quoted is (are) to be understood as Ex-works unless otherwise specified.
- (c) The price(s) is (are) exclusive of packing, insurance charges, current rate of GST & freight and any other taxes, duties or levies unless otherwise specified.
- (d) The price(s) and discount(s) are valid only for the quantity(ies) quoted and upto the Validity of the Prices/Quotation.
- (e) Any COO / GSP / Inspection Report required, can be provided at additional charges.

2 In case of sale on credit, if payment is not made promptly upon the expiry of the credit period interest shall become payable at the prevailing rate of interest (current rate is 15%) from the due date of Invoice to the date of payment on the balance remaining unpaid. We retain the right of ownership over the delivered objects until complete payment has been received.

3 The delivery indicated in the quotation is to be counted from the date of receipt, at our end, of your firm purchase order and clarification, if any.  
The delivery indicated in the Quotation is to be counted from the date of receipt at our end, of confirmed Order as per offered terms and Advance payment + clarification required if any.

In case of delay in indicated delivery period, the customer shall only be entitled to notify us of delayed performance after a period of one week has elapsed, in which case customer may write to us demanding delivery and setting a reasonable subsequent delivery deadline.

The delivery position mentioned in our order acceptance is only approximate and is based on present order position. FOR ANY DELAY in delivery position beyond eight weeks we will seek your reconfirmation.

4 The title to the goods shall pass to the buyer either on delivery to him or to the Posta | Authorities or any other carrier, whether specified by the buyer or not.

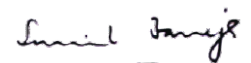
5 (a) In case of non-receipt /damage /loss / shortage, the consignee should lodge a monetary claim promptly by registered post ACK. Due under advice to us on the Transport carriers(Rail / Road /Air /Sea)/ Postal Authorities / Courier Companies, as the case may be, within 10 days from the date of receiving of consignments.

The weight measurement of the packages and outer packing conditions should be checked before taking delivery of the consignment and should there be any difference in the weight of the packages, or any outward damage to the packages, the consignee should take OPEN DELIVERY of the consignments and obtain OPEN DELIVERY CERTIFICATE / SHORTAGE-DAMAGE CERTIFICATE from the carriers. Copies of Claim Notices preferred on the carriers together with relevant postal acknowledgment cards should be sent to us for processing our claim with the insurance company.

(b) In case of insurance by us, please get the survey done by authorized surveyor and send the debit note for survey costs to us along with survey report.

- 6 On the failure of the buyers to take delivery and pay for the goods upon the terms and conditions of this order, the Company shall be entitled (but shall not be bound) to sell or dispose off the goods at any time on the account and risk of the buyers either by public auction or by private bargain without notice to the buyers.
- 7 Should any delay occur due to non-availability of raw materials, power cuts, storms, fire, tempest, flood, strike, lockouts, accidents, railway dislocation, epidemics, Government Ordinances, official restrictions, the imminence or the existence of any state of emergency or war, the impositions of sanctions by any Government measures which renders impossible or impracticable for the Company to fulfill its obligations and the like or any other cause of whatsoever nature beyond the control of the Company, the buyers agree to take the goods with extension of time provided. In case the particular extension of more than 6 months is required the buyer shall have the option to cancel the contract or for accepting the later performance of the contract, without any allowance in either case.
- 8 The buyers shall be liable for godown rent / demurrage whilst the goods remain in the company's/ carriers possession because of delays in taking delivery by the buyers.
- 9 Anything written by the buyers in any language on this contract (excepting the buyer's signature or initials and the date thereof so as to vary or add to or after these conditions shall be treated as it had not been written and shall not under any circumstances be construed as forming part of the terms and conditions of this contract. Any notice or other document to be served on the buyers by the Company shall be deemed to be validly served if sent by ordinary prepaid post to the address of the buyers stated on the Invoice.
- 10 The contract shall be between the Company and Buyers as principal dealing with principal.
- 11 All customs and GST, import and export duties, and other tax / cess, levy or duty upon the goods and any increases therein after the date of this contract by the respective authorities shall be on the buyers account in all respects and shall be payable by the buyers together with the prices and in case the prices have already been paid, subsequently on demand by the Company.
- 12 Quantities and description of the materials to be purchased are delivered to be correct and appropriate. The tender and public sale shall not be invalidated and no compensation for miss-description of the whole or any portion of the loss of items shall be admissible because of any divergence from the particulars mentioned in the order and the buyer shall always have the option for inspecting the goods before taking delivery of them. to the merchandise Marks Act or Sea Customs Act of Trade Marks Act or any other Act or Legislation in force in India for the time being.
- 13 Supplier shall not be responsible for any stipulations regarding this contract, which may prove contrary to the merchandise Marks Act or Sea Customs Act of Trade Marks Act or any other Act or Legislation in force in India for the time being.
- 14 The prices shall be paid for against delivery or the Bills shall be sent through Banks for the clearance.
- 15 When payment is by confirmed, irrevocable and without recourse letter of credit established by the Buyers, if there is any delay in shipment owing to cause enumerated in Clause 7, the Buyers shall extend the validity of the letter of credit for such time as the Company may require. Charges for extending Validity to be borne by Buyers.

- 16 Supplier shall be at liberty to appropriate from any money payable by the Company to the Buyers the amount of outstanding bill or claims it may have against the letter and to make the necessary set off and adjustments from any such outstanding for the money due to the Company.
- 17 In the event to the Buyers suspending payment or committing any act of insolvency before the completion of the contract, the Company shall have a right to rescind the contract.
- 18 (a) Any discrepancy with respect to quantity received markings, damages, etc. or other complaints of whatsoever nature should be made to the company in writing within 10 days of the date of delivery beyond which period the complaints will not be entertained.
- (b) Complaints regarding dimensional deviations, and performance, if any, will not be entertained if reported after the expiry of 30 days period from date of delivery.
- 19 Supplier warrants that the supplied product will conform to the specification and will be free of defects in material and workmanship. The warranty shall be for period of 12 months form date of Invoice. Supplier will not be responsible for any consequential claims.
- 20 In the case of goods sold on CIP/ CIF / DAP / Ex-works terms, the freight, marine and / or insurance charges included in the price are based on rates in force on the day of this contract. If for any reason whatsoever the freight, marine and / or insurance charges payable on goods under this contract or any part thereof be increased or if extra freight or transshipment charges are incurred owing to war or seagoing conditions or owing to compulsory or unavoidable diversion or discharge at and reshipment from a port or ports other than the port of shipment or destination of the goods, all such variation of extra freight and / or charges shall be for the Buyer's account and payable by the Buyers together with the price or in case the price has already been paid subsequently on demand by the Company.
- 21 An alleged insufficient or vague description or difference in quantity, shipping mark or numbers, packing or any other discrepancy in Invoice shall not relieve the Buyers from their obligations under this contract or any of them.
- 22 The contract for the sale of the goods shall be under the trade names AXIS, or under any other patent / brand name which the article stands registered and as such the Company does not give any guarantee as to its fitness for any particular purpose and the sale shall not be said to be based on the Company's skill or judgement but on the judgement of the buyer's alone and the buyer shall examine the goods before concluding the contract and in case he has not examined, the buyer shall purchase it at his risk.
- 23 All special tools are supplied with applicable MOQ (Minimum Order Quantity) & Quantity tolerance. In case order qty supplied is lesser than the order qty (with tolerance), Company has the right to short close the order with intimation to Buyers.
- 24 In case of dispute regarding this contract for any reason, the Courts in Solan (H.P.), India, alone shall have jurisdiction.



Approved by

