

**GENERAL TERMS
& CONDITION
FOR SALE OF
GOODS &
SERVICE**

(As amended up to & effective from 01-April-2017)



PRAMUKH STEEL INDUSTRIES

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GENERAL TERMS & CONDITIONS FOR SALE OF GOODS

(As amended up to & effective from 1-April-2017)

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GENERAL TERMS & CONDITIONS FOR SALE OF GOODS

(As amended up to & effective from 1-April-2017)

These general terms & conditions define and govern all contracts / orders / transactions for sale of goods between M/S PRAMUKH STEEL INDUSTRIES (the Seller) and the buyer of its goods.

1. SHORT TITLE, EXTENT & COMMENCEMENT

- a) These terms & conditions for sale of goods may be called as 'GENERAL TERMS AND CONDITIONS (Hereinafter referred to as 'GTC')
- b) These GTC may be amended & amendment be notified from time to time by the seller by posting on its Website Site www.pramukhginningmachine.com for the Buyer and others.
- c) Any amendment to these GTC shall be effective from the date as may be notified by the seller Or its posting on its website by the seller.
- d) These GTC will be effective in the first instance 1-April-2017 and will be notified by posting on seller's website for the buyer and other without requirement of any further notice /action from the seller.
- e) These GTC for sale of goods shall apply to all Sales order or proforma invoice or invoice between the seller and the Buyer Of its Goods and resale items. Any act on the part of the Buyer in relation to the Sales order or proforma invoice via Acceptance of Sales Order, Remittance of Advance against Sales order or proforma invoice etc. Will be treated as Acceptance of these GTC also.
- f) These GTC shall define and govern the rights & obligations between the Seller and the Buyer, for Sale of the Goods, subject to amendments/modifications thereto as may be specifically negotiated and agreed upon in writing by the parties within the framework of a Sales Order.
- g) These GTC including amendments/changes thereto in terms hereof. If any, is available on the Seller's website (www.pramukhginningmachine.com) and the Buyer should read the same before Entering into any sales order or proforma invoice with the Seller.
- h) These GTC shall be deemed constructive notice to the Buyer relating to the matters related to Sale of goods to Buyer by the Seller & shall be binding on the Buyer.
- i) These GTC shall be applicable in respect of all division, plants / factories, branches, offices, Establishment and place of business of the Seller (at present as per Annexure 'A') excluding "Super pack Division" of the Seller.
- j) Wherever any subject or term is not specifically dealt in/defined in these G.T.C. the reference to the same shall be drawn, in case of export from the latest version of U.C.P. issued by I.C.C. and in case of domestic sales from the Indian Contract Act 1872 or any other relevant statute.
- k) A printed copy of these GTC may be provided to any Buyer by the Seller duly signed on Demand.

2. DEFINITIONS & INTERPRETATIONS

2.1 The definitions and interpretation of following words in these GTC shall be as below:

- a) '**Provisional Order**' means any hand written order in seller's Format or hand written acceptance on copies of Offer submitted by Seller or any order issued by Buyer on his stationary from his side. All provisional orders shall only be used as support papers to issue Sales order or proforma invoice and system generated Sales order or proforma invoice issued by the Seller shall only be binding on the Seller.
- b) "**Advance payment**" means the partial amount of sales value paid by Buyer to Seller as commitment amount for confirmation of a sales order or proforma invoice pro-rata adjustable from payment of fully price of Goods at the time of Delivery, Subject to applicable GTC & laws.
- c) '**Buyer**' means a person, firm or company who directly buys Goods from the seller for commercial purposes & has fully paid the contract price in accordance with these GTC or in accordance with such order terms as may be agreed in writing between the seller & Buyer in Sales order or proforma invoice & includes an overseas buyer.
- d) "**Goods**" include the machinery, equipment's, accessories, spares and the products manufactured/marketed by the seller.
- e) '**Resale/bought-out items/parts/products**', mean and include the goods, items, parts, material, products, etc purchased from other manufactures / traders and re – sold to the Buyers.
- f) '**Civil Work**' includes foundations, brick works, construction of factory shed/building, infrastructure works etc. whereat & wherein the goods shall be created / installed and the area where raw material or finished goods will be stored.
- g) '**Order price / contract price**' means the price of goods and / or services, taxes, duties and any other sum payable by Buyer to the Seller pursuant to the sales Order.
- h) '**Sales order or proforma invoice/ Sales Contract**' shall mean the system generated Sales order or proforma invoice issued by Seller duly signed by Authorised Officer of the Seller and shall be effective on receipt of stipulated advance amount from Buyer in respect of same to the credit of Seller's Account.

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- i) **Delivery** means the transfer of the goods from the Seller to the Buyer under an invoice of the Seller in terms of Sales Order.
- j) **Exclusions** means the items for which the Seller shall not be responsible and the Buyer shall have sole obligation & responsibility for provision/ arrangement/completion of the same unless otherwise expressly agreed in Sales order or proforma invoice in writing.
- k) **Seller** means M/S. PRAMUKH STEEL INDUSTRIES having its registered office at SHED NO 19, VISHALA INDUSTRIAL ESTATE, NR MADHURAM ESTATE, S.P.RING ROAD, NEW NIKOL, Ahmedabad, Gujarat, 382415, INDIA. and all its factories plants, divisions, offices, establishments & place of business situated at various locations excluding “Super pack Division” of the Seller.
- 2.2 Headings in these GTC shall not affect their interpretation.
- 2.3 If the context so requires, singular means plural and vice versa.

3. FORMATION OF CONTRACT: OFFER, ACCEPTANCE AND VALIDITY

- a) Any offer / quotation proforma invoice submitted by the seller shall not constitute a contract and will be valid for a period mentioned therein. However, if no validity period is mentioned as aforesaid, then it will be valid for 15 days from the date of its issue unless seller withdraws earlier or extends it in writing.
- b) The provisional sales order or proforma invoice signed by the buyer and seller during the initial discussion will only from basis for final sales order or proforma invoice and any changes necessary at the time of detailing shall be incorporated in system generated sales order or proforma invoice if there is any variation in the bill od material in the sales order or proforma invoice as compared to provisional sales order, the same shall be to buyer’s account.
- c) The sales order or proforma invoice is understood to be formed / finalized upon reception if written confirmation of buyer on the system generated order confirmation issued by seller and initial advance amount as mentioned in the order shall be final and binding and will supersede the provisional sales order or proforma invoice signed by the buyer and seller earlier.
- d) Any modification, addition deduction or deletion to the sakes order will be valid only when issued by seller in system generated manner and written consent / acceptance on the same is received from Buyer.
- e) All sales order or proforma invoice shall be subject to these GTC unless otherwise specifically agreed in writing on any of the subject governed by these GTC in the text of sales order or proforma invoice or by a system generated amendment letter duly signed by authorized representatives of seller and buyer.
- f) These GTC shall apply to the sales order or proforma invoice to the exclusion of any other terms that the buyer seeks to impose or incorporate or which are implies by trade, custom, practice, or course of dealing. If buyer’s documentation contains provision different from or inconsistent with the provision of these GTC, these GTC will prevail unless specifically agreed in writing by the seller.
- g) The buyer shall be required to approve the layout drawings and technical specifications of the goods and will be solely ground to transfer any responsibility by the buyer and seller.
- h) The documents relating to Government approval, licenses such as EPCG invalidation latter, registration with taxation authorities such as VAT registration etc. shall be the responsibility of buyer and the seller order will be complete and effective from the date of buyer providing the last document / information / approved drawings only. In case of any, delay for submission of such documents beyond 30 days from stipulated / agreed date. Seller shall have discretion either to extend the delivery period or to revise the prices as applicable at the time of delivery. Even otherwise in case of any such delay, the delivery period shall stand extended automatically and buyer will compensate seller for any losses suffered by him due to such delay and seller will also have the right to revise the prices of goods as applicable at the time of delivery.
- i) The buyer will provide written information about readiness of the site from time to time and permit the dispatch of the goods from the seller’s factory to site when site is ready and safe for arrival, storage and installation of goods and buyer has carried out his all other obligations under the term of sales order.
- j) All typographical, clerical or other error or omission in any sales literature, quotation, offer, sales order, price list, acceptance, letter, invoice or other document or information issued by the seller be subject to correction without any liability on the part of seller.
- k) The sales order or proforma invoice will be executed / entered in good faith considering normal working and delivery periods as mentioned accordingly. No sales order or proforma invoices shall be cancelled due to delay in deliveries caused by any force majeure events and the time period of delivery shall stand extended suitably in all such cases without any liability on seller.

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- l) No sales order or proforma invoice which has been confirmed by the buyer shall be cancelled except on the terms agreed in writing between buyer and seller in this regard and buyer will indemnify the seller in full against all loss, costs (including the cost of all labour and material used), damages, charges and expenses incurred by the seller as a result of cancellation of sales order.

4. TECHNICAL SPECIFICATIONS

- a) All goods are suitable for designed uses on designed parameters. Any deviation in the quality parameters of input material for processing and incorrect use may cause lower performance or failure. The responsibility for the same will be on buyer only.
- b) The buyer shall be solely responsible for matching his/its needs & requirements. Order with the technical details or specification describing the goods and all other specifications essentials for goods and future intended utilization. Under no circumstances shall the seller be responsible for, or be held liable in respect of, any statement or representation relied upon by the buyer which is not attached to or endorsed in the sales order or proforma invoice in writing by the seller. The seller shall only be responsible for the capacities specifically mentioned in sales order or proforma invoices subject to fulfilment of applicable terms and conditions by the buyer.
- c) All goods are required to be used with standard parts manufactured / supplied by the seller. Use of any duplicate parts or parts manufactured / supplied by any other party may damage / cause underperformance of the goods. The sole responsibility of the consequences for use of such duplicate parts will be on buyer.
- d) All technical specification, dimensions, design, descriptions, drawings, shades of paints etc. for the goods are subject to change without notice.

5. LAYOUT DRAWINGS & GOVERNMENT APPROVALS

- a) The seller's offer will be based on standard layout arrangement and any deviation or additional requirement of buyer may lead to a variation in offer / sales order or proforma invoice price.
- b) Seller shall provide copies of recommended layout drawings, specifications & documents to the buyer should approve the layout and specifications etc. within 7 days of submission by the seller and retain a copy there of before commencement of work in case buyer wishes for any changes in the layout, drawings, specifications, documents submitted by the seller, the buyer shall inform the same to seller within 7 days from the submission by seller. The seller shall submit the revised drawing etc. as soon as possible which on approval by the buyer shall be used for manufacturing, erection and commissioning. In case buyer does not send the approval request for correction within 7 days from the date of sending of drawings by the seller, it will be treated that the drawings are approved by the buyer and the obligation for the correctness of the layout drawings and work based on them shall be that of buyer.
- c) The seller maintains the right to cease all progress and manufacturing of the goods without any liability on him, should the information provided by the buyer be conflicting, in error, incomplete or inadequate in any way to produce the goods.
- d) The buyer shall be responsible for obtaining all permission, sanctions and approvals from government and other local authorities in respect of legal and regulatory rules applicable for the construction etc. as per the requirements in the area.
- e) The buyer shall be responsible for all the obligations and legal requirements in respect of pollution control, safety rules, firefighting etc.
- f) The cost of preparation of layouts and drawings shall be chargeable from the buyer by a separate service invoice and shall not form part of sales order, the amount shall be discussed between the buyer and seller from time to time.
- g) Any notice or instruction from the buyer received subsequent to seller's acknowledgement, including supplementary information contained in a confirming purchase order, which has the effect of changing the specification, scope of work, or other terms, will be effective only upon an appropriate adjustment in the prices and or delivery date, and acceptance of any change by seller in writing.
- h) Seller shall have no liability to buyer or any other party for changes made to the documentation or ordered goods by the buyer without seller's written approval. Modification of and amendments to this documents shall be effective only if made in writing and signed by duly authorized representative of the seller.

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6. PRICE

- a) All the prices of the goods are ex-work, unless otherwise specifically agreed in writing in sales order or proforma invoice or proforma invoice.
- b) The prices agreed in the sales order or proforma invoice shall remain valid for payment and delivery up to the validity date mentioned in the sales order or proforma invoice only. In absence of validity date in the sales order or proforma invoice as aforesaid, the prices for any sales order or proforma invoice entered in to shall be valid for 15 days from the date of sales order, beyond which revised prices as applicable at the time of delivery or otherwise agreed in writing on revision shall only be applicable.
- c) Seller shall be entitled to increase the contract price in the event of abnormal increase in the cost of materials, labour, transport or utilities becoming effective before the date of delivery or any other cause beyond the reasonable control of the seller which increases the cost to the seller in performing the sales order. Without prejudice to the generality of the foregoing, the prices stated in a currency other than rupee may be subject to amendment in the event of fluctuation in the relevant exchange rate prior to the date of invoice. Any risk on account of fluctuations in exchange rate shall be solely on the buyer.
- d) In case there is any arithmetical error in preparing the offer, quotation or sales order or proforma invoice the same shall have to be corrected on E & O.C (Errors and Omissions Excepted) basis and only corrected price shall be payable by buyer.
- e) The full contract price shall be paid before delivery of goods, unless otherwise accepted in writing by seller.
- f) If the contract price does not include excise, octroi or other duties, taxes on sale, taxes on services, assessments, levies, or additional expenses occasioned by causes beyond seller's control (including statutory impositions) or by force majeure, all such amounts (or at seller's option, a deposit towards same) shall be paid by buyer on demand. Any error / failure right to collect such taxes from buyer subsequently in accordance with applicable laws.
- g) Any changes in the tax structure or on any amounts of tax payable with respect to the transactions by the buyer on account of a change in applicable law or otherwise shall be to buyer's account. The taxes due at the time of invoice are payable in full before delivery.
- h) Insurance, inspection, freight, loading, unloading, packing, forwarding and any other charges not expressly included in sales order, shall be to the buyer's account.
- i) Buyer will, in the first instance, pay to the seller towards tax on sale as is paid / payable by seller to government and any subsequent refund of the amount on the ground that tax is not legally due to the government on the transaction will be subject to actual receipt of refund either of the entire tax amount or any part thereof as the case may be from government to the seller which shall be passed on to buyer if earlier paid by the buyer.
- j) Subject to applicable law, interest @ 54% per annum will be payable by the buyer on all outstanding from date of debit in case of default beyond 30 days from the date of invoice / debit note.

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7. TAXES, DUTIES, SUR-CHARGE AND LEVIES

- a) All Government or local taxes, duties, levies, cess etc., are to be paid by customer as applicable at the time of delivery or thereafter.
- b) If any government or local body introduces any new taxes, duties levies, cess etc. after signing of sales order or proforma invoice the same will also be payable by buyer and the value in the sales order or proforma invoice shall be amended to that extent automatically.
- c) The buyer will promptly submit the prescribed statutory sales tax and other forms including "C" form, "H" form, "A" form C.T.I etc. to the seller well in advance of the time prescribed under applicable law for submission of the same. In case seller has to pay any additional amount/taxes due to non-submission / late submission if any, but not later than 7 days to failure of the buyer to provide such form.
- d) Buyer shall also be responsible for submission of tax registration Numbers / Certificates as applicable.

8. PAYMENT

- a) The buyer shall make advance payment as mentioned in sales order or proforma invoice out of the total amount payable under the sales order or proforma invoice at the time of confirmation of the sales order. However, if sales order or proforma invoice not mention about advance payment, the advance payment shall be 50 % of the total value of the sales order.
- b) The balance payment (i.e. contract price less the advance payment) for an sales order or proforma invoice shall be payable by buyer to seller at least 5 to 15 days before the date of delivery under the sales order or proforma invoice the sales order or proforma invoice and pro-rata advance payment shall only be adjusted against any partial payment of balance amount.
- c) Time of payment & payment term is the essence of the sales order, any deviation there from shall affect the price and the delivery schedule. The seller shall not be liable for any losses causes on account of delay in delivery on account of non-compliance with payment terms under these GTC by the buyer.
- d) No payment shall be deemed to have been received until the seller has received clear funds in its account.
- e) The payment shall be made/deposited only in the seller's bank account with the name & title as "PRAMUKH STEEL INDUSTRIES" as per accounts details furnished by the seller to the buyer, subject to applicable GTC and laws.
- f) The buyer shall give notice to the seller and its dealing officer in writing of the payment being made providing full reference of the sales order or proforma invoice and shall obtain written confirmation from the seller of receipt of funds by the seller under the sales order. In the event of failure of the buyer to give such notice and take such acknowledgment, such payment shall not be treated as paid under the sales order or proforma invoice or paid towards the contract price & shall be treated as unidentified credit (suspense account) with the seller till such intimations is properly received.
- g) The bank details for making payment to the account of seller as per applicable laws are given in Annexure 'B' to these GTC for Indian Rupees, US DOLLER & EURO. The bank details for payment in other currencies may be submitted on request.
- h) In the event the buyer has any difficulty in making payments in the aforesaid bank account, it may make a request to the seller to nominate another bank account for receipt of payment. The seller may in its discretion nominate any other account as is may deem fit to receive the payment on receipt of the aforesaid request from the buyer and accepted by seller hereunder shall be interest free.
- i) Unless otherwise agreed in writing by the parties, general terms of payment of the seller in case of letter of credit (L/C) shall be 40 % of the contract price payable as advance and balance at sight against submission of shipping documents, subject to applicable GTC and laws.
- j) If the order is cancelled by the buyer or the seller under any circumstances, the advance paid by the buyer to the seller will not be refunded.

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9. CREDIT SALES

- a) Normally Seller does not extend any clear credit. However to meet the immediate requirements of the buyer to save him from losses due to stoppage of work at their end some material may be sent on credit for express supplies based on special sanctions subject to satisfactory credit vetting of the buyer by the seller. The credit in no case extend beyond 10 days from the date of invoice and subject to applicable GTC and laws.
- b) The offer of credit will be at the sole description of the seller. The amount of credit sales in no case should exceed Rs.50,000/-(Rs. Fifty Thousand only) within a financial year to any single party.
- c) In case where the amount of credit sales is not received within 10 days from the date of invoice no further credit sales will be allowed to be made to same party.
- d) In case of any delay in receipt of payment beyond 10 days from the date of invoice for any credit sales, interest @54% per annum shall be chargeable from the date of invoice till the date of receipt of payment. The interest will be charged on monthly rest and if the same remain unpaid along with the amount of credit sales it will from part of the due amount and will be liable for interest.
- e) If the payment for any credit sales is delayed beyond 30 days the recovery claim as per the provisions of the law shall be made.

10. PACKING

- a) Normally the machines & parts are supplied unpacked in assembled condition however if machines or spares are required to be packed in wooden boxes or corrugated box etc. the cost of packing shown in the sales order or proforma invoice are accordingly for packing of only small parts in wooden boxes, parts are packed in paper box only.
- b) In the event of requirement of seaworthy packing for export orders, the same be chargeable extra and nature of packing will be in accordance with the terms to be mentioned specifically in the sales order or proforma invoice in writing.

11. DELIVERY / EXPORT

- a) Delivery shall not be made without full payment of contract price unless otherwise agreed in writing. The advance payment received shall only be adjusted on pro-rate basis on invoice to invoice basis.
- b) Unless otherwise expressly stated in the sales order, the delivery of goods shall after 90 days from the date of receipt of advance payment with clear techno-commercial details/documents against receipt of balance payment at least 5 to 10 days before the date of delivery.
- c) In case of failure of buyer to make such balance payment within aforesaid period, delivery period &/or the contract price shall be extended &/or revised at the sole discretion of the seller which may also give sole right to the seller to forfeit the advance payment &/or cancel the sales order or proforma invoice or to revise the prices as per the prices ruling at the time of delivery.
- d) In the event buyer make payment in part(s). instalment(s) for balance payment then at the sole discretion of seller, the delivery will be made only to the extent of value of such part payment / instalment made by buyer plus pro-rata value to be adjusted from the advance payment.
- e) The sequence of delivery shall be at sole discretion of the seller.
- f) Unless otherwise agreed in writing, the commencement of delivery period shall be computed from the date when last of the following action occurs :
 - 1) Date of receipt of 40 % Advance Payment by the seller subject to payment of balance payment 5 to 10 days before delivery.
 - 2) Date of receipt of approved drawings / layout (latest amendment) etc. by the seller.
 - 3) Date of receipt / availability of delivery documents such as EPCG license invalidation letter / import license / way bills, vat registration etc. / to the seller.
 - 4) Date of completion of site civil work.
 - 5) Date of receipt of permission form the buyer in writing to start delivery.
 - 6) Where the buyer arranges the third party inspection, the date of issue of inspection approval note by the appointed agency.
 - 7) In case the buyer is required to approve the production schedule, the date of receipt of such approval by the seller from the buyer.

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- g)** The time for delivery is given on good faith based on normal working conditions as accurately as possible. However, the seller shall not be liable for any direct, indirect, special, or consequential loss (which terms include without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similatloss), costs, damages, charges, or expenses caused directly or indirectly by any delay in the delivery of the goods due to the reasons beyond the control of seller, nor shall any delay in delivery shall entitle the buyer to terminate or rescind the sales order or proforma invoiceand delivery period will stand extended accordingly maximum up to cancel the order an entitled to call back the remaining amount lying with seller, without any interest if the delay is attributable to seller.
- h)** Unless otherwise specifically agreed in writing by seller the delivery shall take place ar the seller's premises and all risk for onward transportation, unloading at site and beyond will be to buyer's account.
- i)** The buyer shall inform in writing to the seller about any special documents required at the time confirmation of sales order.in the event the buyer does not inform any such special documentary requirement to the seller and seller accepts its ability to provide, the seller shall dispatch goods under the standard set of documents viz. invoice, packing list lorry receipt or bill of lading and certificate of origin for export outside the country. The buyer shall not hold seller responsible for any detention / demurrage arising due to clear goods at the destination point for unavailability of documents other than seller's standard documentation of sales order or proforma invoiceand the seller had agreed in writing of its ability to provide the same.
- j)** In case if ant goods are detained / hold during transit due to any failure of vehicle, government intervention, any detention by public authority, congestion on sea ports, non-availability of transport or any other reason beyond the control of seller, the seller shall not be held responsible for any delay in delivery and consequence's thereof.
- k)** In case of export to landlocked countries or wherever otherwise applicable for the buyer to surrender the original bill of landing or any other required document to shipping line or their at the port of discharge for clearance of goods or to obtain the transit pass for onward transportation of goods, if there is any delay in submission of the bill of landing or any other documents and on account of such delay any demurrages, storages charges or any other charges are required to be paid, the same shall be to the account of buyer only. The buyers are advised to promptly retire the documents from bank or obtain from seller by making prompt payments and submit the documents to the concerned authorities / C & F Agents promptly to avoid any such charges.
- l)** In case of export if the payment is against fax or scan copy of bill of lading then buyer should immediately make the payment so that the seller can send the original bill of lading and other documents to the buyer, if there is any delay in making the payment from buyer and if on account of such delay any demurrages, storages charges or any other charges have been incurred then the same shall be to the account of buyer.
- m)** The seller will endeavour to comply with reasonable request by the buyer for postponement of delivery but shall be under no obligation to do so. If for any reason the buyer fails to accept the delivery of any of the goods when they are ready for delivery. or the seller is unable to deliver the goods on time due to reason that the buyer has not provided appropriate instructions, documents, licenses or authorizations or failed to comply his/its obligations then:
- 1) The risk in the goods shall pass to the buyer,
 - 2) The goods shall be deemed to have been delivered and would be in custody of seller on behalf of buyer only at sole risk and obligation of buyer.
 - 3) The seller will be entitled to receive all the costs for storage & risks of such goods until delivery to buyer and the buyer shall be liable for payment of all such costs to seller on demand.(including storage, insurance, handling, and further delivery costs etc.)
- n)** Delivery may be made in one lot or in several lost at the seller's option and when made in several lots, bill/invoice shall be made our by seller representing the nearest price of each such lot and the amount of any such bill. Invoice shall not be disputed so long as the total of bills/invoices does not exceed the contract price, subject to applicable GTC and laws.
- o)** The export of goods by the seller shall normally be through, Mundra port and ICD Khodiyar, as per availability of ships. However, any other Indian seaport or airport may be considered if buyer so demands. The freight amount may vary and shall be payable by the buyer.
- p)** The delivery time and contract price agreed are subject to revision on buyer's failure to full fill any of his obligations under these GTC.
- q)**

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12. TRANSPORTATION, LOADING & UNLOADING

- a) Transpiration of goods from factory of seller to the site of buyer shall be on account of buyer and freight shall be payable by buyer.
- b) Once the goods are ready for dispatch the seller shall inform the buyer for transportation arrangement. The buyer can either himself arrange the transportation or seller shall assist the buyer to arrange the transport on behalf of buyer and dispatch the goods on freight to pay basis and buyer shall pay the freight at his end.
- c) The loading shall be arranged by seller and cost of the same is normally included in the sales order or proforma invoice while unloading at the site shall be on the account of buyer.
- d) In case of export the transportation arrangement shall be as per terms in sales order or proforma invoice i.e F.O.B, C.I.F or any other basis as may be agreed and responsibility shall be accordingly i.e either buyer can lift the material or seller can include the freight up to agreed point.
- e) The seller and buyer can agree to any special arrangement for transportation in the sales order.
- f) In case any detention charges for containers / consignments are charged by the transporters due to in customs clearance or any other reason attributable to buyer, at the inter country land borders, the same shall be payable by buyer.
- g) In case of any detention charges for containers / consignments are charged by the transporters due to delay in unloading in the premises of the buyer, on account of holidays or any other reason, the same be payable by buyer.

13. INSURANCE FOR DAMAGE IN TRANSIT OR NON DELIVERY

- a) Unless specifically otherwise agreed by seller in writing in sales order, the transit insurance of the goods will be sole responsibility of buyer.
- b) Unless otherwise agreed in writing, the quantity of any consignment of goods as recorded by the seller on despatch from the seller's place of business shall be construed as delivered as delivered to buyer and all risk beyond seller's premises for transportation, handling, storage, installation shall be in buyer.
- c) The nature of business of the seller majority being specialized machinery, buyer may require that seller supports the buyer till the successful commissioning of plant. It will therefore be preferred that the transit insurance policies should be taken in the name of seller and in case of any damage in transit the damaged goods should be transported back to the factory of seller and insurance claims should be submitted by seller only. On receipt of claim amount by seller, the same will be credited to the account of buyer, if the buyer has already paid the value and seller shall replace the goods so damaged, however if there is any shortfall between amount of claim, salvage value and replacement value, the same shall be paid by buyer to seller before replacement, hence buyers are requested to arrange with seller for insurance in their own interests.
- d) Even in cases where the seller has taken the specific obligation of transit risk, he shall not be liable for any non-delivery of goods within 3 working days of the date when the goods would in the ordinary course have been received.
- e) Whilst the seller accepts no liability for damage or loss in transit once goods delivered, the seller will use all reasonable endeavours to assist the buyer in pursuing the claims for damage or loss in transit against the carrier and/or with insurance company provided that :
 - 1) Damage or shortage is notified in writing to the insurance company, seller and to the carrier within 3 days of receipt of goods and claim is submitted by the buyer in accordance with the insurance company and carrier's conditions (if any) ;

Or

 - 2) Non delivery in case of total loss is notified by buyer to the insurance company, the seller and to the carrier within 3 days of the date when the goods would in the ordinary course of events have been received.
- f) In the event where full payment for goods dispatched has been received by seller and responsibility of obtaining the insurance policy is with seller, the insurance policy shall be obtained in favour of seller and the seller shall be responsible for delivery of goods up to the premises of buyer. The seller shall only submit the claim for receiving the amount of claim from insurance company on behalf of buyer and shall replace the goods to buyer on receipt of claim amount. In case the loss is not total and goods may be useful after repair, the buyer shall return the goods to the seller at his own expenses and the seller shall return the goods duly repaired after receipt of claim amount in respect of repair from insurance company on settlement of claim however if there is any shortfall the same shall be paid by buyer to seller.

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- g)** In case of letter of credit (L/C) from overseas buyers as per applicable GTC and laws, it would be preferred that the insurance policy is in favour of seller unless specifically otherwise mentioned in the L/C and seller shall endorse the same in favour of bank or buyer as may be required under the terms of L/C. the seller will only submit the claim to insurance company of letter of discharge by bank and buyer as may be required. However short fall if any between the value of replacement and claim amount received from insurance company shall be payable by buyer to seller.
- h)** In case of insurance policy in favour of "To the order" the seller shall submit the insurance claim until the policy has duly been endorsed and transferred to other party, for receiving the amount of claim and shall arrange to replace the damaged goods to the buyer, however shortfall if any between the value of replacement and claim amount received shall be payable by buyer to seller.
- i)** Any delay in delivery caused due to delay in receipt of claim amount from insurance company, the same shall be treated as force majeure and delivery period will stand automatically extended for such period.
- j)** In case where the buyers having made full payment of contract price and premium under the insurance policy, want to submit insurance claim amount, they shall have to do all acts, deeds and execute all documents required for salvaging of damaged goods and submission of insurance claim and will have to pay to seller if they required any replacement of the damaged goods.

14. TITLE & OWNERSHIP OF GOODS

- a)** Title and ownership of goods shall only pass to be the buyer having paid to the seller all sums due from it to the seller under the sales order or proforma invoice (including the contract price) and seller having dispatched the goods under its invoice mentioning the name of the buyer, provided that the buyer has fulfilled all other obligations under these GTC and law. Till the full payment of goods is received by the seller, the seller shall continue to hold the title and ownership of the goods. However, in the event where insurance is taken in the name of seller, the ownership & title of goods shall pass on to buyer only on reaching of goods to his/its premises and full payment of contract price.
- b)** Until the ownership of the goods passes to the buyer the buyer shall :
 - 1) Hold the goods on a fiduciary basis as the seller's Bailee.
 - 2) Store the goods (at no cost to the seller) separately from all other goods of the buyer or third party in such a way that they remain readily identifiable as the seller's property.
 - 3) Not destroy, deface, or obscure any identifying mark on packing or otherwise relating to the goods.
 - 4) Take reasonable care of the goods with same standard at which he/it would take care of its own goods and also insure them against theft, breakage, fire, flood and any other risk.
 - 5) Take all measures needed to ensure that the seller's rights in goods are neither restricted nor alienated.

15. ACCEPTANCE OF THE GOODS

- a)** The buyer shall be deemed to have accepted the goods, if no claim for any defects/ damage / short supply / on account of any quality or grade of the goods supplied is made within 4 working days from the date of delivery by issuing a notice in writing specifying the defect to the seller and the seller is given an opportunity to inspect the goods and investigate any complaint before any use of or alteration to or interference with the goods is made.
- b)** If at any point of time, the buyer needs a third party inspection of the goods for his/its own satisfaction or otherwise then such third party inspection shall be solely on buyer's cost and account, in case of any mandatory inspection is required in any country as per applicable law of such country, the buyer shall inform the seller in advance about such requirement and bear all cost thereof. All such inspection shall be done at manufacturing facilities of the seller during normal working hours.

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16. CONSUMABLES, OILS, LUBRICANTS AND OTHER MATERIAL.

- a) Unless otherwise specifically mentioned in sales order, oils, grease, any other lubrication item, water, diesel, gas, electricity, bale packing material etc. shall be buyer's account.
- b) Unless otherwise specifically mentioned in sales order, all sundry material such as coverings on pits, tranches, foundations, shall be to buyer's account.

17. DESCRIPTION & PERFORMANCE OF THE GOODS

- a) The quantity and description of goods shall be as set out in the sales order, in absence of anything expressly stated to the contrary, the shades of paints. Colour of the goods shall be as per standard colour code(s) of the seller.
- b) The performance of the goods varies depending upon variations in the parameters of input / raw materials e.g. the capacities mentioned for cotton spinning machines in the sales order or proforma invoice is subject to buyer's adhering to and following the recommended parameters of input / raw materials as provided at section **17.4** below or any variation there to as may be listed in the sales order. The seller shall not be liable for any variations in the output on account of variation in input / raw material parameters.
- c) Performance / productivity of the cotton spinning machinery spare parts machine, is strictly subject to optimum conditions, trained operators, proper maintenance (as recommended by the seller from time to time), cotton parameters such as length, micronaire, trash contents, moisture contents, moisture contents, bunch of fibre on seed fuzziness (i.e.) fuzzy, semi-fuzzy, black seeded / naked seed etc. normal working conditions, proper handling, availability of other inputs like uninterrupted quality power, proper phase load distribution, proper relay setting as per motor usage, suitable lubricant, weather conditions, goods trade practices etc. and seller shall accept no claim for any deficiency in performance caused due to any such factor.
- d) The normal recommended parameters of cotton fiber at the time of entering in to the spinning machinery machine i.e. blow room, cleaning, carding are (1) Moisture 6-8 % , (2) Trash contents below 7% (3) size of trash below 5 mm in all sides (4) the length and micronaire may be considered for proper selection of spinning machinery technology (5) proper drying devices should be used if moisture levels are above 8% UN cotton. (6) Moisture restoration devices should be used if the moisture contents are below 5% (7) Covered storage / Temperature & Humidity control should be used wherever necessary.
- e) It is recommended that there should be at least half an hour interval / stoppage of the machines after working 4 hours for efficient working and lower maintenance. This interval should be used for preventive maintenance.
- f) The seller reserves the right to alter or change the raw material parameters in the goods to meet the requirement under different conditions and the seed cotton / raw material parameters at buyer's end, in such case the changed or altered parameters shall form basis for performance evaluation.

18. WARRANTY

- a) The seller warrants that the goods supplied under the sales order or proforma invoice are as per agreed specifications, the seller further warrants that the goods supplied under the relevant sales order or proforma invoice are free from manufacturing defects and suitable for specified uses under specified conditions as mentioned in these GTC or sales order or proforma invoice or normal uses they are intended for.
- b) The warranty period shall remain valid for 15 days from the date of invoice of the seller. The buyer shall promptly notify the seller in writing of any claims arising under this warranty. Upon receipt of such notice, the seller shall, with all reasonable speed, repair or replace the defective goods, without costs to the buyer. This does not include normal wear items of consumables and those items which are made of glass plastics and rubber, etc.
- c) The warranty for electrical and electronic items is subject to quality of power and proper relays etc. as required for optimum functioning of the goods and as specified in the sales order or proforma invoice and if any damage / defect arise due to variation in these parameters, the warranty shall be void.
- d) The seller offers only limited warranty as obtained from the original manufacturer for bought out items and any issues regarding such bought out item may be directly referred to original manufacturer for replacement / repair on the terms as offered by the original manufacturer. The said bought out items or products include but not limited to : Hydraulic valves, gear boxes, gate valves, with or without actuators, bearings, pneumatic cylinders, breakers (VCB), sensors, switch gears, motors, Energy meters, cables, Rubber Hoses, Seamless Pipe, Coupling, Chains, Lugs etc.

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- e) The Warranty of the seller shall be void if the goods are clubbed, added, attached, connected, linked, affixed, assembled, installed, erected, synchronized, instituted, etc. with existing / old machineries / systems / plants / processes of the buyer or with any new machineries /systems / plants of any other manufacturer if the performance of seller's goods are affected / dependent upon performance of such other items.
- f) Only genuine spare parts, accessories, consumables, etc. manufactured by the seller shall be used in the goods to claim its performance & warranty, any variations to the same by the buyer and/or any violation of this GTC shall render the seller's warranty void.
- g) The warranty does not extend beyond seller's applicable standard specifications of goods as contained in the sales order or proforma invoice or as may be notified by the seller from time to time. Warranty if any, does not, cover the cost of service of seller's engineers/erectors/technician and such costs shall be paid by buyer to the seller on demand.
- h) The goods shall unless otherwise provided elsewhere in these GTC be of merchantable quality within the meaning of the meaning of the Indian "Sale of Goods Act. 1930."
- i) The seller shall not be liable for a breach of any of the warranties in condition aforesaid unless:
- 1) The buyer gives written notice of manufacturing defect to the seller within 5 working days of the time when the buyer discovers or ought to have discovered the manufacturing defect within warranty period and
 - 2) The seller is given reasonable opportunity after receiving the notice for the examination of such goods and the buyer (if asked to do so by the seller) returns such goods to the seller's place of business at the buyer's cost for the examination to take place there.
- j) The seller shall not be liable for a breach of any of the warranties in condition if:
- 1) The defect in goods arises from any drawing, design or specification supplied by the buyer.
 - 2) The total contract price of goods has not been paid, or
 - 3) The defect arises due to any accident, neglect or misuse, unsuitable storage, improper quality of power, power breakdown, power fluctuations [in India – recommended supply voltage 415 voltage (+/- 10 %) & for country other than India – applicable standard supply voltage as specified in sales order] lower power factor, non-uniform phase load distribution, improper relay setting for motor, improper handling, improper storage (like roll washer kept open in sun light which causes it to shrink & thus loosen, etc.) improper maintenance, abnormal working conditions, damage in transit, incorrect installation, fault operations, use of too much moisture & contaminated cotton, overload, use contrary to installation, unsuitable lubrications, or damaging due to external influences of a physical, electrochemical or chemical or otherwise in contravention of good trade practice: or
 - 4) The buyer alters/changes or repairs or parts with the goods without the written consent of the seller.
- k) The statutory warranty rights and liability, claims of any kind specifically claims for consequential damage arising from defects are excluded / waved and replaced by the contractually agreed warranty provisions or as per warranty provision mentioned in there GST.
- l) The warranty shall be effective only for the products of the seller which are defective solely as result of the faulty design, materials or workmanship of seller and not for any other causes including without limitation improper use, mishandling unauthorized modification, abuse or neglect of buyer or its agents.
- m) Free replacement parts : Replacement of used parts will not be available, Free replacement of unused and undamaged parts will be provided by company. The replacement time limit is 60 days from the receipt of goods by the buyer. The buyer must inform the seller within this period if they wants for replace any parts or components, after this time parts will not be replaced if complaints are received. Transportation of replacement goods will have to be provided by the customer and the replacement parts shall be return by the buyer to the seller at full transport cost paid by buyer. Seller will ship new replacement parts only after Seller receives the parts.

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19. SAFETY / LIABILITY

- a) The buyer shall be responsible at all times for the safe operation of the goods and agrees to indemnify and hold harmless to the seller against all claims, captions, or demands arising out of personal injury or property damage caused by failure to operate the goods in accordance with the operating with the operating instructions furnished by the seller, prudent operating practices, or by the alteration, elimination, or failure to use safety devices.
- b) Seller makes no representation that any goods supplied hereunder comply with any particular safety standard or buyer's particular safety standard. It is the obligation of buyer/ultimate end user to determine the need for and to furnish all guards, safety features, systems in the electrical circuit and controls, other safety devices necessary to ensure the safety of buyer's employees, buyer's customers or the general public and to comply with all applicable laws and regulations.
- c) Buyer shall indemnify and forever hold the seller harmless against any losses arising out of personal injury or property damage caused by the installation and use of the modification, alteration or elimination, in whole or in part, of safety devices.
- d) If any safety issue arises at the premises of buyer he shall be solely responsible as principle employer as per applicable laws and shall keep seller not be liable in any event for any general, special, incidental, exemplary or consequential damages, loss of profit, loss of opportunities or product liability / claim including without limitation loss of property, loss of use etc. the seller's liability shall strictly be restricted as under the terms of warranty of specifically loss of property, loss of use etc. the seller's liability shall strictly be restricted as under the terms of warranty or specifically agreed in writing in sales order.
- e) Safety of goods, safe unloading safe handling and proper storage at site including custody against any theft, damages due to atmospheric conditions etc. to the goods shall be buyer's responsibility and at his costs only.

20. RETURN OF GOODS

- a) Goods once sold shall not be taken back or exchanged/replaced by the seller unless otherwise agreed in writing or in accordance with the terms of this GTC. Any goods returned to the seller without the seller's written consent or in violation of the terms under this GTC will not be accepted for credit and will be returned to the buyer at his cost and consequences. In case of return of goods under warranty related matters the terms of warranty clause shall be applicable.

21. ERECTION AND COMMISSIONING

- a) The obligation of erection & commissioning shall be solely that of buyer, unless expressly agreed otherwise by the seller in writing in sales order or proforma invoice or otherwise.
- b) The seller will render technical supervision services only on chargeable basis in order to support the erection & commissioning activities of the buyer. Apart from erection and commissioning supervision charges agreed in the relevant sales order, the following charges shall be borne by the buyer.
 - 1) To & fro travel expenses and related visa, insurance, expenses etc. for seller's personnel to site and back to the point of origin which unless otherwise agreed in the sales order or proforma invoice would normally be Ahmedabad, Gujarat, India.
 - 2) All lodging, boarding, local transport, medical, out of pocket expenses and any other incidental expenses of personnel of the seller at site.
 - 3) Service charges as may be agreed between buyer and seller.
 - 4) The seller may supply additional / excess goods for any damages / unforeseen requirement during erection without additional price maximum up to 1% of the value at its discretion and such shall remain property of the seller, after completion of erection activities by the buyer, any such goods from the site of buyer. Further in case of any excess supply of goods, due to error / oversight then such excess goods shall immediately be returned by the buyer to the seller as soon as it comes to notice.
- c) The buyer shall keep the seller indemnified in respect of any injury or death of the personnel of seller attending the work on the buyer's site and all the losses / expenses relating to any action out of any act of omission etc. of such personnel as the principal employer for such works.
- d) The buyer shall be responsible for compliance of safety & security requirements at site, labour relations, local regulations and any other applicable laws.

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- e) The seller shall not be responsible for any work requiring the presence of the seller's personnel if carried out in the absence of seller's personnel.
- f) Buyer shall abide, adhere and strictly follow the operational instructions, manuals & guidelines, including for periodical maintenance of goods, issued by seller for the goods sold. The buyer shall be responsible for any loss arising out of any failure to do so.
- g) The buyer shall have all the contracts over all the technicians / workforce working at the site of erection and commissioning, whether sent by seller or otherwise as principle employer and shall be responsible for happenings and performance of them.
- h) Normally erection and commissioning of a plant is completed within 60 days from the date of starting of the work. The buyer should ensure that all the goods, tools and tackles, welding machine, gas cutting sets, other cutting equipment's, crane, lifting equipment's, consumables such as gas, electricity etc. are available at his cost. The seller shall provide necessary supervisory skilled technicians while unskilled labours shall be provided by the buyer at this cost.
- i) The buyer shall ensure completion of all necessary civil work in time as per foundation drawings etc. the cost and consequences of any delay in erection and commissioning due to incomplete civil work shall be buyer's account.
- j) In case the period of erection & commission exceeds than the stipulated in sales order or proforma invoice or maximum 60 days, per diem charges as applicable at relevant time shall be chargeable extra for every person deputed by seller.

22. TRAINING:

- a) Unless agreed by the seller in writing, the training requirement of the buyer's personnel at site operation & maintenance may be provided by seller's engineers or technicians subject to following charges to be borne & paid by the buyer.
 - 1) To & fro travel expense and related expenses to site and back to the point of origination which unless otherwise agreed would normally be Ahmedabad, Gujarat, India.
 - 2) All lodging, boarding, local transport, medical, out of pocket expenses and any other incidental expenses of personal of the seller at site.
 - 3) Service charges / per diem charges as may be agreed between seller and buyer for technician from the date they leave the point of origin which unless otherwise agreed would normally be Ahmedabad, Gujarat, India. To the date of return to place of origin to be paid by the buyer. The 50 % amount of estimated charges shall be paid in advance before department of personnel of seller from the point of origin and balance to be paid before departure from the site by crediting to the notified bank account of the seller.
- b) It is advisable to the buyer that few technicians (minimum two) of the buyer be sent to Ahmedabad factory of the seller for training purpose for about two weeks for which all expenses for to & fro travels, lodging, boarding, out of pocket expenses, medical expenses and any other incidental expenses shall be borne by the buyer.
- c) The trained manpower as may be available from the market may be recommended by the seller for employment by the buyer on request. However, the buyer shall only be responsible for any arrangements and payments to them as his employees.

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23. EXCLUSIONS

- a) Any item which is not specifically covered under the sales order or proforma invoice shall be excluded from the scope of the seller and the responsibility of the same will be on buyer.
- b) An indicative list of normal items of exclusions is shown in **Annexure 'c'** attached to these GTC, however an addition or deletion may be discussed and negotiated between seller and buyer.
- c) Once any item which is shown in the annexure 'c' as exclusion is included in the sales order, the same shall be under scope of seller.
- d) The buyer shall ensure timely arrangements for the item of exclusions at site and responsibility of any delay, failure or losses caused due to non-availability of any such item, shall be solely on buyer.

24. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS

- a) all drawings, documents, confidential records, specifications, designs, maps, compute software, intellectual property, material relating to the business, customer information, systems or affairs of the seller, its representatives or its customers any other information whatsoever that is or has been (1) supplied by the seller under or in connection with sales order, whether orally, electronically, in writing or otherwise, including copies of such information or (2) learnt acquired or generated by buyer in connection with sales order or proforma invoice from seller are confidential and the buyer acknowledges and undertakes that he shall not, without the written consent of the seller are confidential and the buyer acknowledges and undertakes that he shall not, without the written consent of the seller, either give away, loan, exhibit, use or sell any confidential information or extracts there from or copies thereof or use them in any way except in connection with the use of goods supplied under sales order or proforma invoice or for the purposes for which they were supplied to the buyer.
- b) All claims for alleged infringement in respect of patents, trademarks, registered design, design right or copyrights received by the buyer must be notified immediately to the seller and the seller must thereafter be kept informed of the conduct of such claim.
- c) The buyer shall not, without first obtaining the seller's permission in writing, exhibit any of the seller's goods at any public exhibition or trade display.
- d) Wilful infringement of confidential information / intellectual property rights by buyer will entitle seller to claim the damages from buyer under applicable laws.

25. EXPORT TERMS

- a) Unless otherwise agreed in writing under the sales order or proforma invoice/ under letter of credit, any terms, condition or expression, the provisions under the INCOTERMS shall be applicable to export transactions and shall have the same meaning as give under INCOTREMS, however for terms, conditions or expressions defined under these GTC the meaning as provided under these GTC shall prevail.
- b) The buyer shall be responsible for complying with any legislation or regulation governing the importation of the goods into the country of destination and for the payment of any duties, inland costs and other expenses in the country of destination.
- c) In case of land-locked countries, the obligation of customs clearance and delivery from shipping company for onward transportation of consignments from the port of discharge shall be that of buyer, as the necessary documents are normally under their possession only. The seller shall not be responsible for any delay in delivery and its consequences. The buyer advised to retire the documents promptly from the banks / obtain from seller on payment of balance amount and submit the same for clearing and forwarding at port of discharge well within time.
- d) In merchant export if buyer fail to submit the necessary proof of export within six month from the date of invoice then excise duty along with applicable interest will be charge extra or shall be buyer's account.

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26. VARIATION

- a) Any and all variations required by the buyer and accepted by the seller or required by the seller and accepted by the buyer after execution of sales order, shall be agreed in writing only and accordingly the contract price, warranty, delivery period, capacities, and other terms of the sales order or proforma invoice shall be subject to variation.
- b) The seller shall have right to refuse any request for variation after sales order or proforma invoice is signed by specifying the reason thereof.
- c) The seller shall have right to make minor changes in bill of material or layout etc. without affecting the overall capacities and costs without reference to buyer however if any major change is required, the same shall be communicated in writing and agreed upon with the buyer.

27. CANCELLATION OF SALES ORDER OR PROFORMA INVOICE OR REFUSAL TO LIFT THE GOODS BY BUYER

- a) Seller do not accept any order embodying cancellation or penalty. Any order may not be cancelled after material has been purchased or manufacturing has begun except upon express agreement of buyer to pay all the expenses incurred by the seller and reasonable projection for profit as determined by the seller.
- b) If an order is cancelled for any reason by the buyer the buyer shall be liable to pay for all material and labour costs incurred by the seller including but not limited to cancellation costs to suppliers to seller, work-in-progress, and finished goods if any together with any identifiable, incidental and consequential, expenses incurred by seller in connection with supply of goods under sales order.
- c) If buyer does not lift the goods as stipulated in the sales order or proforma invoice in payment due to the seller or any portion thereof within 10 days of demand or an extension granted by seller in writing, the seller shall have right:
 - 1) To rescind the sales order or proforma invoice in its entirety and for forfeit the advance / security deposit paid by the buyer and / or
 - 2) To rescind the delivery with revised prices if so required and/ or
 - 3) To sell the goods or any lot thereof to any other party and recover difference if any from the buyer and/or
 - 4) To debit the storage charges, insurance and handling charges from buyer for the period buyer delays the lifting and/or
 - 5) To recover from buyer contract price and other dues and damages for loss suffered by seller.
- d) If buyer cancels the sales order or proforma invoice or part thereof does not abide by these GTC / sales order, seller shall be entitled to forfeit the advance payment / security deposit paid by buyer apart from claiming the damages for any loss suffered by seller due to this cancellation.
- e) Either party to the sales order or proforma invoice may at any time terminate / cancel the sales order or proforma invoice by giving notice to the other party if the other party becomes bankrupt or otherwise insolvent. In such event. Termination will be without compensation to the other party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter the other party for the period prior to the termination of the sales order.

28. CANCELLATION OF SALES ORDER BY SELLER

- a) The seller may cancel any sales order or proforma invoice in full or part within a period 7 to 30 (seven) working days from the date of receipt of sales order or proforma invoice duly signed by buyer or anytime due to force majeure reasons. In such cancellation seller shall promptly refund to the buyer any sum paid by him and remaining balance as advance or pro-rata value in the books of seller. The seller shall not be liable for any loss, damage, interest or costs whatsoever from such cancellation.
- b) The seller may cancel the sales order or proforma invoice if any of the terms and condition of sales order or proforma invoice are not complied with by the buyer, without any liability on seller and forfeit advance amount and claim losses arisen due to non-compliance by the buyer.

29. ASSIGNMENT

Neither the buyer nor the seller shall assign in whole or in part their obligations under sales order or proforma invoice except with prior written consent of the other party. However seller shall be entitled to sub-contract necessary items and such sub-contracting shall in no event relieve the seller or buyer from any of its obligations, duties, responsibilities or liabilities under the sales order.

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30. OVER RIDING EFFECT OF TERMS & CONDITIONS MENTIONED IN SALES ORDER

The terms and conditions which are specifically mentioned in sales order or proforma invoice shall have overriding effect over these GTC and for all the items which are specifically not dealt with in sales order, these GTC shall be applicable.

31. SEVERABILITY

If any provision of these GTC or the sales order or proforma invoices found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal invalid, void, voidable, unenforceable, or unreasonableness be deemed severable and the remaining provisions of these GTC & the sales order or proforma invoice and the remainder of such provisions shall continue in full force and effect.

32. FORCE MAJEURE

- a) The seller shall not be liable to the buyer if unable to carry out any provision of the sales order or proforma invoice for any provision of the sales order or proforma invoice for any reason beyond its control including (without limitation) act of god, legislation, war, civil commotion, fire, flood, drought, failure of power supply, lock out, strike, stoppage or other action by employees or third parties in contemplation or furtherance of any dispute or owing to any inability of procure parts or materials required for the performance of the sales order.
- b) The seller shall notify the buyer as soon as reasonably practicable after circumstances preventing performance arise. During the continuance of such a contingency the seller may. Within its absolute discretion, withhold, reduce or suspend performance of its contractual obligations so far as prevented or hindered by such withholding, reduction or suspension.
- c) The failure of seller to perform due to force majeure / aforesaid reasons shall not be a ground for cancellation of the sales order or proforma invoice by the buyer but the delivery period shall stand extend and seller shall not be liable for any loss or damages direct or consequential resulting from the delays in delivery.
- d) Should such contingency continue for more than three months either party may (subject to the seller repaying to the buyer any advance payments made for undelivered goods and the buyer paying for goods delivered) cancel the sales order or proforma invoice without further liability to the other.

33. WAIVER

No waiver of any of the rights of seller under these GTC or terms of sales order or proforma invoice shall be effective unless confirmed in writing duly signed by a director or power of attorney holder of the seller. A Waiver shall apply only to the specific circumstances in which it is given and shall be without prejudice to the enforcement of seller's right. In relation to different circumstances or the reoccurrence of similar circumstances.

34. COMMUNICATION

- a) All communications / correspondence between the parties in relation to the sales order or proforma invoice & these GTC shall be in writing only and delivered by hand or sent by registered post AD or Courier &/or by email with receipt confirmation (acknowledgment) from other party. Any change in communication address shall be informed by informed by the parties to this GTC to each other within 7 (seven) days of such changes.
- b) The communication address for the seller in as below :
PRAMUKH STEEL INDUSTRIES
Kathwada gidc, S.P.ring riad,
Ahmedabad - 380 001.Gujarat,India.
(M) : +91-9978334638 Email id : pramukhgin@gmail.com

35. ARBITRATION

If any dispute(s) or difference(s) shall arise between the parties hereto in connection with or arising out of GTC and/or the sales order, the seller and the buyer shall promptly and in good faith negotiate with a view to its amicable resolution and settlement.

In the event no amicable resolution and settlement is reached within a period of 30 (thirty) days from the date of the dispute(s) or difference(s), the same shall be referred to and settled by a sole arbitrator as mutually agreed between the seller and the buyer. The venue and seat of arbitration proceedings shall be Ahmedabad, India and the arbitration proceedings shall be conducted in English language in accordance with the provisions of the arbitration and conciliation Act, 1996 or any statutory modifications thereof and the arbitration award shall be final and binding on the seller and the buyer.

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36. GOVERNING LAW AND JURISDICTION

Unless otherwise agreed in writing, the sales order or proforma invoice and these GTC shall be governed by, interpreted by and construed in accordance with the laws of India without giving effect to its principles of conflict of laws and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts at Ahmedabad, Gujarat, India. Only.

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(As amended up to & effective from 1-April-2017)

ANNEXURE "A"

(Annexure to General Terms and Conditions For Sale Of Goods as amended up to & effective from 1-april-2015 and forming part thereof)

Present Place of Business As On 01-april-2015.

<u>Sr.No</u>	<u>Particulars of Establishment / place of Business</u>	<u>Address</u>
<u>1.</u>	<u>Registered office</u>	<u>PRAMUKH STEEL INDUSTRIES</u> SHED NO 19, VISHALA INDUSTRIAL ESTATE, NR MADHURAM ESTATE, S.P.RING ROAD, NEW NIKOL, Ahmedabad, Gujarat, 382415, Gujarat, India.
<u>2.</u>	<u>Addition / New</u>	<u>Such other place of business or establishment as may be added by the seller from time to time.</u>

ANNEXTURE – "B"

(Annexure to General Terms and conditions for sale of goods as amended up to & effective from 1-april-2015 and Forming part thereof).

BANK DETAIL

(Refer Clause 8.)

A. The present Bank Details For Indian Domestic Payments is as below :

<u>NAME OF BANK</u>	THE KALUPUR COMMERCIAL CO.OPERATIVE BANK.LTD H.O. Kalupur bank bhavan, Ashram Road, Ahmedabad – 380014.	Tel : 079-27582020 to 27582033 Email : info@kalupurbank.com Website: www.kalupurbank.com
<u>Beneficiary's Name & Address.</u>	PRAMUKH STEEL INDUSTRIES SHED NO 19, VISHALA INDUSTRIAL ESTATE, NR MADHURAM ESTATE, S.P.RING ROAD, NEW NIKOL, Ahmedabad, Gujarat, 382415, Gujarat, India.	Tel : +919586422904, 9909943502 Email : pramukhgin@gmail.com Contact Person : Mr, Naimesh Panchal.
<u>Current A/C No</u>	<u>01020108408</u>	<u>RTGS CODE : KCCB0ASR010</u>

**** IN THE RTGS NUMBER "0" MEANS ZERO NOT**

"0"

B. THE PRESENT BANK DETAILS US\$ REMITTANCES IS AS BELOW :

<u>NAME OF CREDITING BANK</u>	THE KALUPUR COMMERCIAL CO-OPERATIVE BNK LTD. Kalupur bank bhavan, Ahmedabad – 380014.	SWIFT ID : KALUINAAXXX A/C NO : 20729115
<u>NAME OF CORRESPONDENT BANK</u>	BENEFICIARY INSTITUTION (SWIFT FIELD 54A) HABIB AMERICAN BANK, NEWYORK, U.A.S ABA ROUTION NO. 026007362	SWIFT ID : HANYUS33 (FUND TO BE TRANSFERRED TO SWIFT FIELD 54 A)
<u>BENEFICIARY'S NAME & ADDRESS</u> <u>A/C NAME :</u> <u>SWIFT FIELD 59)</u>	PRAMUKH STEEL INDUSTRIES CURRENT A/C NO : 01020108408 SHED NO 19, VISHALA INDUSTRIAL ESTATE, NR MADHURAM ESTATE, S.P.RING ROAD, NEW NIKOL, Ahmedabad, Gujarat, 382415, Gujarat, India.	Tel : +919586422904, 9909943502 Email : pramukhgin@gmail.com Contact Person : Mr, Naimesh Panchal.

GENERAL TERMS & CONDITIONS FOR SALE OF GOODS

(As amended up to & effective from 1-April-2017)

Annexure – “C”**(Annexure to General Terms and Conditions for sale of goods as amended up to & effective from 1-April-2022.
And forming part thereof)****EXCLUSIONS**
(Refer Clause 23.b)

Normally any of the following items if not expressly included in the sales order or proforma invoice in the scope of the seller, shall be in the scope of buyer,

- 1) Land & land developments, boundary walls, fencing.
- 2) All civil work foundations such as factory floor, mezzanine, masonry wall.
- 3) Unloading, storage, and handling of the goods supplied.
- 4) Roads.
- 5) Insurance from seller's premises to site for goods.
- 6) Inland transportation.
- 7) Insurance cover for all properties / assets.
- 8) Machinery & other materials shifting (at site).
- 9) Weighbridge.
- 10) All lighting arrangements in and out of the plant shed and in the premises of the plant.
- 11) Material handling devices and workforce.
- 12) Canteen, drinking water facilities and other utilities.
- 13) Firefighting equipment's.
- 14) Water storage, tanks, humidification pipeline & other pipelines.
- 15) Onsite layout, construction requirements, wind speed, soil bearing capacity test (SBC) and suitability of the indicated arrangement with legal requirements.
- 16) All buildings, including factory, storage, office and guest house etc.
- 17) All furniture.
- 18) Motor vehicles / trolley and other vehicles.
- 19) Electrical connection charges payable to electricity board and licensing fee.
- 20) Transformer & civil work for transformer.
- 21) All work related to bring high tension (HT) Electrical line up to transformer.
- 22) Earth pits, transformer earthing wires and transformer testing charges.
- 23) Contract work for commissioning of sub-station, transformer and earthing wires.
- 24) Contract work for laying of all cables supplied by the seller.
- 25) All lighting arrangements in & outside of the plant shed and in the factory premises.
- 26) All the accessories, cables and cabling work for lighting arrangements.
- 27) Civil work for preparing trenches
- 28) Auxiliary power supply like diesel Generating set and its accessories etc.
- 29) Power supply for operating of various tools for erection work.
- 30) All necessary unskilled labour, tools, consumables, lathe machines or a small work-shops, welding machines, gas cutting set with oxygen, any other cutting devices, chain pulley / lifting equipments, cranes, screw jack, spanners, allen key, tap set, hammer, files, drill machines, drill bits, hand grinder, grinder wheels, chisel, emery paper, nylon rope, wire rope, wire rope clamps, chain, center punch, plumbs, civil tools, plumb-bob, triangle . right angle, water level tube pipe, piano wire, dowel rod, steel measurement tape, packing tape, teflon tape, m-seal, steel scale, pipe wrench, screw driver, welding screen, welding glass for screen, welding goggles, welding holders for machine, welding cable, gas cutting torch, regulator for LPG nozzle for gas cutting, hose pipes for gas cutting set, permanent markers, safety belt, safety helmet etc.

GENERAL TERMS & CONDITIONS FOR SALE OF GOODS

(As amended up to & effective from 1-April-2017)

- 31) Removal and diversion of overhead cables and any other obstructions to facilitate safe working.
- 32) Fibre testing and other laboratory equipments.
- 33) Workers utilities such as masks, caps, helmets, gloves, goggles & dredded.
- 34) Tractors & tractor attachments.
- 35) Seed cotton storage, raw cotton storage, bale storage.
- 36) Electric motors, on/off switches board, electrical cables, capacitors & power distribution equipments. materials panel boards, ELCBs, Local Technicians / Helpers Etc.
- 37) Hydraulic oil, other oil, grease or lubricants for goods.
- 38) Bale packaging material.
- 39) Seed packaging material.
- 40) Seed bagging sealing machine.
- 41) Windows, shutters and ventilators.
- 42) Covering for trench, rain caps, etc.
- 43) All covers for electrical motors wherever installed in open condition.
- 44) Any security & safety devices.
- 45) Diesel, gas/kerosene for humidification system.
- 46) Operators, operating staff, managers and administrative staff etc.
- 47) Maintenance, maintenance engineer.
- 48) Pre-operative expenses.
- 49) Freights.
- 50) Inland duties & taxes at destination.
- 51) Statutory approval / fees / necessary permissions etc.
- 52) Working capital and finance arrangements for the project.
- 53) Erection & commissioning where not included in the scope of buyer.
- 54) Travelling tickets, lodging, boarding, medical expenses (if any), overseas insurance (if any).
- 55) Phone expenses, any other communication media like internet etc. to enable sellers' erection and commissioning staff to seller's officers at Ahmedabad India.
- 56) Out of pocket expenses for erection and commissioning staff @ US\$ 30 per day and technicians @US\$ 20 per day payable to seller's people at site and buyer to send the statement of account to seller for his information
- 57) Per diem charges for seller's staff @ US\$100, Skilled Technician US\$75, Assistant Technician US\$50 per day beyond stipulated period of erection and commissioning not exceeding 60 days from the date of arrival at site. This will be responsibility of the buyer that work is properly co-ordinated at site as principle employer and completed within 60 days of starting of the work. Any delay shall be chargeable to the account of buyer and paid directly to seller's account.
- 58) To allow PRAMUKH STEEL technicians to attend the guidance work at other sites for short period without affecting work at the site of buyer on request of seller.
- 59) Any other item which is not specifically covered under the sales order or proforma invoice for scope of seller.

The Buyers are requested to carefully consider these items to get clarity about the scope of supply of the seller and the arrangements in the scope of buyer or get them specifically included in the sales order or proforma invoice if buyer so desires by considering process / value and other considerations for items required by buyer to be covered under scope of seller.

