

[illegible]

TERMS & CONDITIONS OF PURCHASE

1. a. The acceptance of this order shall constitute the contract and shall be given in writing by return of post
b. No items stated by Seller in accepting or acknowledging this order shall be binding upon the buyer unless accepted in writing by the buyer
2. INVOICE : An Invoice in duplicate shall be rendered to Buyer within one week from the date of delivery of goods. Delay in receipt of invoice will be liable to cause payment to the delayed but delay in payments shall in no way affect Buyer's right to any cash discounts to be allowed on the price of the supplier to this order.
3. Except where otherwise stated on the face of this order payment will be made by us against invoice after 90 days of its presentation provided that the goods have been delivered and accepted.
4. Unless it is otherwise specifically stated in the order all packages are free and non-returnable.
5. It is condition of the contract (in additions and warranties implied by law) that the said goods shall conform to the description and specifications herein provided shall be of good material any workmanship merchantable, adapted for the purpose for which they are intended and free from and defects and that their sale of use does not infringe any India patent registered design, trademark or trade name.
6. Acceptance of any of the goods shall not discharge the Seller from liability for damages or other legal remedy for any breach of any condition or warranty contained herein or implied by law, if after accepting the goods or any part of them any discrepancies or defects therein either in material workmanship or otherwise become known to the Buyer and such defects amount to a breach of any condition or warranty hereunder of implied by law, the buyer shall notify the seller of such defects and shall (in addition to any rights or remedies that the buyer may possess) be entitled to reject the defective goods.
7. Rights and obligations under this order are not to be assigned by either party without the consent of the other provided that Buyer shall be entitled to assign at any of its Associated Companies at its option.
8. After notification of rejection has been despatched, the goods not accepted will remain on the Buyer's premises or other premises under the Buyer's control on the account and sole risk of the Seller does not furnish disposal instructions within a reasonable time in any case not exceeding four weeks, from the date of posting of such notice of rejections the Buyer may if he thinks fit either return the goods to the seller or sell the said goods, either publicly or privately, at such price or prices as may be obtainable for the same at the sole risk of the Seller holding the Seller liable to refund the price in the case of the goods already paid for and all expenses in the case of credit transactions. The cost of freight and all other charges incurred or paid by the Buyer in respect of rejected goods will be payable by the seller to the buyer on demand.
9. a. The buyer reserves the right to cancel this order or any part thereof
b. The Buyer shall be entitled to retain the contract wholly or in part, delivery of the goods is not made in accordance with the terms of the contract without taking any formal steps such as sending of a formal demand notice or otherwise. Time limit for despatch shall run from the date of acceptance of the order.
c. The Seller shall be under no liability for failure to deliver and the buyer from failure to accept of the goods hereunder of any part thereof when such failure is due to Act of God, state enemies fire, earthquake, floods, strikes, lockouts, transportation embargoes or any other causes whatsoever beyond the control of the Seller or Buyer as the case may be.
d. The Buyer assumes no obligation in relation to any goods delivered in excess of those specifically ordered.
10. We will not be liable in respect of any orders not given or confirmed on its official printed forms duly signed by an authorised representative/s of the Company.
11. All sums payable by the Buyer to the Seller or by the Seller to the buyer under the contract shall be due and payable at the Buyer's Office in Bombay. The parties hereby agree that any suit to enforce the rights of either party under this purchase order shall only be instituted in and tried by the courts of ordinary civil jurisdiction in the city of Bombay and the Seller. Expressly agree to submit to the jurisdiction of such courts.
12. It shall be the Seller's responsibility to deliver the goods through competent persons with all such equipments that may be required for sale delivery and the Seller shall also take all precautions to ensure that no injury or damage is caused to any person/s whether employed by him or any plant machinery or property of the Buyer.
13. The Seller shall indemnify the Buyer from all claims for injury that may be caused to any person by any act of the Seller or his agents or servants whether employed by him or not while in the Buyer's premises and in respect of any other damage that may be the cause to any plant machinery or property of the Buyer in the course of delivery of the goods.
14. TCS as applicable.