

GENERAL CONDITIONS OF OUR PURCHASE ORDER

1. Delivery Challans in duplicate should accompany all supplies. The drawing part No. and description should be shown exactly as shown in order to avoid confusion. Separate challans should be made for items covered separate order.

2. Where insurance is covered at our end, full particulars about the consignment such as weight, No.of cases, RR/Bales/Wagon/Lorry Ref./LWB No. and Date as the case may be etc., must be furnished to us by telegram immediately after despatch and any loss to us due to non observance of this clause by the supplier will have to be borne by the supplier.

3. All the goods supplied should conform to specifications, description and sample herein provided and shall be good materials workmanship and merchantable and adopted for the purpose intended and free from defects and their sales or use shall not infringe any patents registered design , brand or trade mark or name.

4. We shall not be liable for consequences, if any arising due to failure to accept deliveries of the goods hereunder or any part thereof due to Act of God. State's enemies, fire, earthquake, floods, strike , lockouts, transportation embargoes or any other causes whatsoever beyond our control.

5. The contract shall be deemed to have been entered into at Coimbatore and all proceedings (if any) shall be filed and litigated in the Civil Courts at Coimbatore and no where else.

6. Delivery :

* The goods shall be deemed to the delivered only when the goods are taken delivery and the sellers shall be liable or responsible for any damage, destruction and / or loss to, the goods and compensate the buyer accordingly.

* Time is the essence of the contract and thereof unless the delay in or non-performance of the whole or part of the contracts is directly or indirectly caused by or due to acts of God or any force majeure, beyond the control of the seller, the seller shall be liable to pay to the buyer by reason of such delayed or non-performance of the contract.

7. Defective Supplies :

* The buyer shall within 30 days from the date of receipt of the goods, give notice to seller of any defects in the goods, or where the defects cannot be noticed by the buyer immediately but only on utilising the goods in the manufacturing process, the buyer shall have the right to claim the requisite compensation from the seller for replacement of the defective goods free of cost and the replacement shall be made by the seller within 10 days on the receipt of the notice from the buyer to the seller to that effect. The defective goods shall be returned by the buyer to the seller within 30 days to such notice.

* If the replacement is not so made within time as stated in the previous paragraph, the buyer shall have the liberty to get such goods substituted from other sellers in the market and the seller pay the buyer the costs thereof.

* The buyer shall not be responsible for any damage, penalties etc., for infringement of a patent registered design.

* Any defects on the materials supplied by you during warranty period of our products, such claims accepted by us shall be borne by the supplier.

8. Rejections :

* Where goods are rejected by the buyer as not conforming to specifications or standards as per order and the goods are returned to the sellers the proportionate cost of freight, loading, unloading and any other charges, incidental thereto should be borne by the sellers.

* Where a part of the supplies are rejected as not conforming to specifications and standards agreed to, the buyer has the right to pass the bills of the sellers after deducting the value of rejected supplies, proportionate, freight and other charges etc.

* If the goods are not delivered as specified in the order or as may be agreed to otherwise the buyer will have the option not to accept the goods.

* Where supplies made against documents retired through Banks are rejected in whole or in part by the buyer the seller should effect payment of the value thereof within 15 days of notice of such rejection by the buyer.

9. Despatch :

* The seller shall despatch all supplies through the authorised carriers of buyers choice. In other cases, if excessive rates are fixed by the seller such excess freight charges shall be to seller's account.

* Where instructions are given to the carriers for door delivery and the carriers do not effect door delivery proportionate freight, loading, unloading and any other incidental charges that may be paid by the buyer shall be tot the seller's account.

* If the seller shall not follow the Sales Tax regulations and consequently if the buyer has to pay any penalty or other expenses for loading, unloading etc., at check-posts, the seller shall make goods such sustained by the buyer.

* The seller shall send the duplicate copy of the invoice along with consignment for Modvat credit failing which the excise duty amount. If any, will be debited to your Account.

* The seller shall send the test certificates / inspection reports were ever applicable along with consignment.

* Our purchase order No . with date should be quoted in all correspondence. Our purchase order Number and the item code Number of the material involved should be mentioned in all challan, bills and other documents related to the supply.

* We reserve the right to amend , alter or cancel the order and delivery schedule without assigning any reason and without in any manner incurring any liability on us.

* Packing, forwarding, cartage and freight charges will be borne by you unless otherwise stipulated in the purchase order.

* The Company will not be responsible for any orders placed or instructions given by any unauthorised person.

10. Bank instructions :

* Where documents sent through Bank are not received in time and the buyer is called upon to pay interest, demurrage, wastage and any other expenses incidental thereto, such expenses shall be to the seller's account.

11. Disputes :

* In the event of any contradictions between the above conditions and the general conditions of the seller, the buyer's condition will prevail.

* This contract shall be deemed to have been made at the place where our registered office is situated and all suits and proceedings relating to this contract shall be instituted in any Court of competent jurisdictions where our registered office is situated.

12. Should the supplier quote or give better terms to any person, firm or Company for materials and goods of similar quality and quantity the purchaser is to have the option to purchase on the same terms and the benefit of any such reduction is to be retrospective to the date of the lower quotation of the supply price whichever is earlier.

13. Parts should be not manufactured as per or similar to our samples, design drawing specification etc., and sold to others without our write consent.

14. **Guarantee :**

* Guarantee for defects / Quality discrepancy which might not have been noted at the time of supply and where delete, later, free replacement / supply must be effected by the concerned Vendor.