



TERMS & CONDITIONS OF PURCHASE

1. The general conditions of purchase of the Buyer shall prevail over any of the seller's general conditions of sale that are not expressly accepted by the Buyer in writing.
 2. The acceptance of this order shall constitute the contract and shall be given in writing by return of post. In the absence of a written acceptance, the delivery of any material, equipment or service ordered hereunder by the Buyer subject to its inspection and approval at destination shall constitute a full acceptance by the seller of this purchase order.
 3. Goods must be accompanied by Test / Calibration certificate and all documents specified in our P.O.
 4. Failure to submit all documents specified in the order along-with the supply will cause payment to be delayed. Such delay in payment shall however in no way affect the Buyer's right to any cash discount to be allowed on the price of goods or the date the receipt of original copy of invoice whichever is later.
 5. Quantity, Batch Nos., Gross & Net Wt., Description of Items Minimum Batches in a Lot shall be indicated on all Containers / Packages.
 6. Delivery at Novateur godown shall be made on any day from Monday to Friday between 10 a.m. and 4 p.m. Delivery at factory shall be made on any day from Sunday to Friday between 9 a.m. and 4 p.m.
 7. It is the condition of the contract (in addition to all conditions and warranties implied by law) that the said goods shall conform to our latest specification, shall be good material and workmanship, merchantable, adapted for the purpose for which they are intended and free from any defects, and that their sale or use does not infringe any Indian patent registered design, trade mark or trade name.
 8. Quantity and weights as established by us shall be final. Rejected material shall be collected from your factory / Novateur Godown at your expenses within 2 weeks of intimation to supplier, failing which the Buyer may, if he thinks fit, either return the goods to the seller or sell the goods either publicly or privately, at such price or prices as many 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 for all expenses in the case of credit transactions. The cost of freight and all other taxes/charges incurred or paid by the Buyer in respect of rejected goods will be payable by the seller to Buyer on demand.
 9. Acceptance of any of the goods shall not discharge the Seller from liability for damages or other remedy for breach of any condition or warranty contained herein or implied by law, and if after accepting the goods any discrepancies or defects therein either in material, workmanship or other wise become known to the Buyer and such defects amount to be breach or any conditions or warranty hereunder or implied by law the buyer shall within four weeks after delivery or such other period as may be so specified in the PO 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.
 10. Rights and obligation under this order are not be assigned by either party, without the consent of the other.
 11. (a) The Buyer reserves the right to cancel this order or any part thereof.
(b) The time is the essence of the contract. The Buyer shall be entitled to rescind the contract wholly or in part, if delivery of the goods is not made in accordance with the terms of the contract without sending of a formal written notice or intimation.
(c) Vis MAJOR The Seller shall be under no liability for failure to deliver and Buyer shall be under no liability for failure to accept
- delivenes of the supplies hereunder when such failure is due to (i) the Act of God or of a public enemy. Or (ii) fire, earthquake, explosion or other catastrophes, or (iii) transportation embargoes or (iv) any other causes whatsoever not in control of the buyer or the Seller as the case may be supplies delivered in excess of those specially order.
12. It shall be the Seller's responsibility to delivery the goods through competent persons with all such equipment that may be required for safe delivery and the Seller shall also take precaution to ensure that no injury or damage is caused to any persons, whether employed by him or not to any material, plant, machinery or property of the Buyer in he course of delivery of the goods.
 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 caused to any plant, machinery or property of the Buyer in the course of delivery of the goods.
 14. Any prepayments against this Order shall be made by the Buyer solely in exchange for a guarantee obtained from the Seller covering the return of the amount prepaid.
 15. Without prejudice to the Buyer's right to claim compensation in the case of late delivery by the Seller, the Buyer shall be entitled to levy penalties upon the Seller, as decided from time to time.
 16. Unless otherwise agreed with the Seller, no purchase commitments will be entered into by the Buyer, other than on the basis of firm, non-revisable prices.
 17. In addition to the legal warranty, the Seller shall give a contractual product warranty for a minimum period of one year unless other wise agreed.
 18. For purchases of heavy machinery and equipment or production processes built to order and purchases of land or construction work, the Seller shall be required to furnish a performance bond of 5% of the basic price, in exchange for settlement of the final installment of the purchase price. In absence of the said bond, the Buyer shall retain 5% of the basic price for minimum period of 6 months unless otherwise agreed.
 19. The Buyer shall have full and unrestricted little to any preliminary studies plans, diagrams; etc. that are the product on the Buyer's behalf by the Seller even if the studies, plans or diagrams do not result in an order being placed.
 20. The purchases of heavy equipment and production processes will not be considered as having been delivered until an acceptance report has been signed by the Buyer and the Seller, stating that the delivered product is in conformity with the terms of the related order and that no reservations have been made.
 21. All disputes & claims shall be subject to Mumbai Jurisdiction only.
 22. All inquiries and correspondence shall be addressed to HO/Pur Office.
 23. Schedule will be given separately.
 24. Please mention purchase order no. / Item code on every Challan & invoice.
 25. Original Invoice along with Cenvat Copy should accompany consignment, failure to this duty will be debited to your account.
 26. All items will be accepted subject to inspection at our works.
 27. Date of MFG., Date of EXPIRY & Batch No. (Wherever applicable) must be printed on each individual packing.
 28. Supplies against these quantities should not exceed order Quantity.