



# General Terms & Conditions



● Representatives ▲ Customer Presence

■ Manufacturing Facilities

● Offices

## RENEWSYS INDIA PRIVATE LIMITED

### General Terms & Conditions of Sale

#### 1) General:

- a) As used herein, "Seller" means RenewSys India Private Limited, in connection with this Sale Order. "Buyer" means the person, firm or corporation or other entity making this order for the purchase of goods or performance of work/services as described below.
- b) All our offers, deliveries and services to business clients, shall be subject to these General Terms and Conditions of Sale.
- c) These general terms and conditions of Sale apply to all contracts / purchase agreements agreed with the Seller, to all the Seller's offers and quotations and to deliveries and Services provided by the Seller. They take precedence over the usual conditions of purchase or any other document issued by the buyer. No variation to these terms & conditions may be agreed other than in writing and signed by authorised representatives of the parties.
- d) The failure to invoke, at any point, any provision of these general terms and conditions, shall under no circumstances be deemed to constitute a waiver by Seller of its right to invoke them at a later stage.
- e) Any plans or specifications submitted to the Seller by the Buyer shall be used for information purposes only. They therefore may not be cited against the Seller in the event of a difference of interpretation. In placing an order, the buyer declares that it has full knowledge of the technical characteristics of the product and undertakes to use it exclusively in accordance with all instructions of the Seller.
- f) All inputs/materials provided by the Buyer shall be stored and used in the process at the Buyer's risk. However care would be taken to prevent any loss or damage to such inputs/materials.

#### 2) Quotations, Orders, & Confirmation:

- a) Unless stated otherwise by the Seller, quotations made by the Seller in whatever form are not binding to Seller and merely constitute an invitation to Customer to place an order. All quotations issued by Seller are revocable and subject to change without notice.
- b) All orders placed by the Buyer shall be in writing and subject to Seller's acceptance. Orders are not binding until accepted by Seller in writing ("hereinafter called as 'the Confirmed Order'). The Seller shall however be at the liberty to accept or refuse any order in full or part, without assigning any reason whatsoever.
- c) The Confirmed Order cannot be cancelled by the buyer on any account without concurrence.

### 3) Prices:

- a) The invoice will be raised on the Buyer, against the confirmed order and goods supplied in terms of the said order.
- b) The amount of any taxes, cess or duties levied by Central, State, Local or other authority, now in force or hereafter, be imposed on sale transportation or supply/delivery of the goods, shall be directly paid by the Buyer or if paid by the seller, reimbursed to the seller by the buyer.

### 4) Payment & Retention of Title:

- a) The payment shall be made by the Buyer within agreed terms of payment. Any delay in payment beyond 30 days, shall be charged interest @18% per annum or such other rates as may be revised, from the due date of invoice computed on daily basis until all outstanding amount is paid in full.
- b) Any Complaint with respect to the invoice must be notified to Seller in writing within 10 (Ten) days of date of invoice. Thereafter, Buyer shall be deemed to have approved the invoice.
- c) Title to all delivered goods remains with the Seller until the Buyer has paid all sums owing to the Seller in connection with the respective Contract and all other obligations of the Buyer towards the seller arising under or in connection with the respective Contract have been fulfilled.

### 5) Delivery & Examination of Goods:

- a) The delivery schedule is dependent on various factors including availability of proper inputs, raw materials etc. The Seller accepts no liability for delay in delivery, whether time is essence of the contract or not. The Seller distinctly declines any responsibility in respect of any loss or damage, directly or indirectly, occasioned by any means through delayed delivery and in no case, such delay in delivery of goods, shall relieve the Buyer of its obligation to accept delivery thereof or to cancel the contract or claim for refund of deposit / advance, if any.
- b) On delivery, the Buyer shall examine the goods and satisfy itself about the agreed specification as stated in the confirmed order/contract and performance of the goods. Any Complaint about the goods shall be made in writing within 30 days after discovery of the defect and no complaint shall be admissible thereafter.
- c) In case of sustainable complaint as per Sellers Warranty statement, Seller has the option either to repair the goods or to deliver a faultless replacement.

#### 6) Cancellation:

Buyer's wrongful non-acceptance or rejection of goods or cancellation of the confirmed order shall entitle Seller to recover from the Buyer, in addition to any other damages caused by such action, the entire price of the goods as quoted in the Confirmed Order / Contract.

#### 7) Packaging & Transport:

- a) In the absence of any specific instructions, goods will be packed at the Seller's discretion and the packing will be according to Seller's usual practice and charged as per standard rates.
- b) All deliveries are and shall always be deemed to be ex-factory and Seller's responsibility will cease once the goods leave the factory premises. Where the Seller arranged for transport of goods, it will be clearly understood that Seller, do so, on behalf of the Buyer as his agents, without carrying any responsibility, of whatsoever, for any loss or damage in transit.

#### 8) Storage:

- a) In case of no agreement to specify Incoterms for delivery of goods, it will be assumed Delivery Ex-Works.
- b) Where a Buyer fails to remove the goods within 14(fourteen) days of the date of intimation that goods are ready, he shall be liable to pay additional cost of Storage & handling Charges, as incurred by the Seller for safety & security of the goods, for a month or part thereof.
- c) If Buyer fails to remove the goods within a month of such intimation, he shall forfeit all his rights to the goods and the advances, if any which he has paid for the order and notwithstanding such forfeiture the seller shall have right to proceed against the Buyer for the recovery of the full value of the goods with cost and other expenses/damages.

#### 9) Insurance:

Unless instructed to the contrary and agreed to by Seller, the goods will be uninsured and at buyer's risk only once it leaves the seller's premises.

#### 10) Liquidated Damages:

- a) The Seller shall not be held liable for any direct or indirect, consequential loss arising to the buyer from the third party claims occasioned by errors in carrying out the work.

- b) Where the work is defective for any reason including negligence and if provided, the liability (if any) would be limited to rectifying such a defect.

#### 11) Force Majeure:

The Seller shall not be liable or be deemed to be in breach of Contract by reason of any delay in performing or any failure to perform any of its obligations, if the delay or failure was due to any cause beyond its reasonable control ('Force Majeure') including events affecting on account of flood, fire, cyclone, earthquake, war, riot, terrorist attacks, epidemic, pandemic, quarantines, subsequent lockdown declared by any State Government or Central Government, blockades, embargoes, natural disasters, fire, general strikes, local hostilities, civil commotion, civil disturbances, lock-out, breakdown of tele-communication network or transportation systems and shortage etc., insufficient supply of materials or energy, lack of transport and similar events or circumstances. This clause shall also apply if seller suffers any of these Force Majeure events.

#### 12) Indemnity:

- a) Unless specified otherwise, it shall be assumed that the order placed by the buyer, does not amount to any illegal act of any nature or infringement of any copy right, patent, design trade mark or repayment to any other law.
- b) The seller shall in his discretion be always at liberty even after the acceptance of the order, either to refuse the order or any part thereof, if already processed, either partly or wholly, complete the balance order or to refuse to deliver any such materials, whenever in his opinion, the order or any part thereof, is not according to the aforesaid assumed expression of assurance from the buyer.
- c) If at any time, any claim is made, action is brought or demand is raised for damages on any account arising out of job carried out by the seller, the buyer agrees to indemnify the seller and keep him indemnified for such loss or damages.

#### 13) Warranty:

No other express / implied warranties would be recognised or accepted other than the one expressly mentioned in the Sellers Warranty Statement (Attached as Annex.)

- 1) and specifically disclaims any warranty of merchantability or fitness for a particular purpose, use or application and all other obligations & liabilities, unless such obligations or liabilities are agreed to in writing by Seller through its authorised officers.

#### **14) Confidentiality:**

Neither party shall disclose the other's confidential information to any third party without the prior written consent of that other party and shall not use such confidential information other than for the purpose of business transactions. However, Seller can insist Buyer to execute Non-Disclosure Agreement, if required.

Confidential Information shall mean all information whether of a technical, engineering, operational or economic nature, whether disclosed or obtained orally, in writing or otherwise, including, but not limited to, technical and business information, business plans, client identities, customer lists, personnel and financial data, financial statements, supplier identities and terms, contract terms, price quotes, savings estimates, formulas, compilations and studies, project plans and sample deliverables, and the fact that discussions are taking place and that confidential information has been exchanged. Confidential Information shall also include information obtained from third parties under an obligation to maintain it as confidential, and materials, documents or other information, which result from work performed in connection with the disclosure hereunder.

#### **15) Disputes:**

These general terms & conditions of sale, as well as all our business contracts shall be deemed to have been made in Mumbai and all proceeding which either party may be entitled to take against the other under the contract shall be instituted in a court of competent jurisdiction situated in Mumbai Only.

#### **16) Limitation of Liability:**

Notwithstanding anything contained hereinabove; Seller shall be liable to indirect or consequential losses, any indirect liability, Business loss, loss of business profit. Total aggregate liability of the seller of any nature whatsoever shall be limited to total agreed Price.

#### **17) Proprietary Right:**

All Intellectual Property Rights shall remain the property of RenewSys India Private Limited. RenewSys India Private Limited retains exclusive ownership of its Background Intellectual Property Rights.

**18)** By signing this Purchase Order, the Vendor hereby declares and assures that he will respect the human rights and values in the Organisation and other work locations, and strictly adhere to the guidelines issued by Central Government or State Government with respect to respect human rights and values in their respective work and take all relevant steps to fulfil all the requirements while performing the activities.