

Connect Fittings Private Limited
General Terms & Conditions-Sales Sales/002/Rev.00

1. General:

- (i) All Indents, Orders and Contracts are accepted subject to our standard conditions of sales as herein printed. Unless expressly accepted in writing, any qualifications of these conditions in a Buyer's Order or anything contrary to or inconsistent with any of these conditions must be deemed to be and will be treated as inapplicable and void.
- (ii) Prices mentioned herein are subject to change without notice.
- (iii). Goods will be supplied as CONNECT per order confirmation.
- (iv) Items once sold shall not be accepted back.
- (v) The CONNECT reserves the right to make supplies in full or in part against orders placed. The supplies will depend on the availability of the goods and the raw materials.
- (vi) The buyer shall not unilaterally cancel the supply order once the same is accepted by CONNECT.
- (vii) Receipt of goods other than those ordered and/or any complaint must be reported to the CONNECT within 10 days of taking delivery from the carriers. **No claim will be entertained by the CONNECT after this period.**
- (viii) This Price List supersedes all Previous Price Lists of the CONNECT.

2. VAT, Central Excise, Sales and Service Tax:

Our products and services are subject to VAT, Central Excise, Sales and Service Tax. Any other state levy if applicable is payable extra and will have to be borne by the customer.

3. Packing Charges:

No extra packing charge is payable and no separate invoice shall be raised.

4. Transportation :

- (i) Extra charge is payable for transportation, if so demanded by customers and separate invoice for transportation shall be raised.
- (ii) **8% "Forwarding" Charges (Including Transit Insurance) , for any destination in India, on Ex-Factory Prices will be charged extra, if the transportation is arranged on Freight Paid Basis by CONNECT.**
- (iii) While packing charges is an integrated component of the cost of products, transportation charge is not an inbuilt component of the cost of the product. Transportation to desired destination or door delivery on Freight paid basis is a value added service to customers.
- (iv) The freight charges inclusive of transit insurance are to be borne by the customer.
- (v) Invoice for transportation shall be raised separately, only in the event of dispatch to destination on freight paid basis.
- (vi) If the customer decides to place his transportation arrangement, the dispatches shall be on 'To Pay Basis' with customer giving us his transporter details in writing. No Forwarding Charges will be charged by CONNECT in such a case..

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(vii) The goods will be dispatched by Rail/Road/RPP/Cargo Courier on FREIGHT PAID BASIS upto nearest Railway Station or Transporter's Godown only. For full truck load orders, door delivery can be arranged.

(viii) In case RR/GR is not received in time, material has to be collected against Indemnity Bond in order to avoid wharfage/demurrage charges etc. Advance intimation about dispatch of documents will be sent separately by us for action at your end.

(ix) Octroi/Wharfage and all other expenses at destination will have to be borne by the consignee.

5. Insurance:

(i) In case of non-delivery of material by carrier within 45 days of date of GR/RR, claims should be lodged with carrier and Insurance Company under intimation to us.

(ii) In case of shortage/damage, you are advised to send intimation to us with the following details:

- a) Damage/shortage/Non-delivery Certificate from the carrier.
- b) A copy of claim lodged on the carriers as well as on our underwriter with Regd. A/D Card.
- c) In case of, damage/shortage, when open delivery has been taken, the approximate repairing cost of the items alongwith the Survey Report in original should be intimated to us.
- d) Claim of damage/shortage etc. may be lodged within 10 days of receipt of consignment. Claim received after this period will not be entertained.

6. Placement of Order :

Customers have to place firm order. Quantity and price of each item of orders shall remain firm.

7. Payment Terms:

- i) Separate Invoices shall be raised towards cost of products and cost of transportation.
- ii) 100% payment in advance by A/c payee Demand Draft or as mutually agreed in writing.

8. Warranty :

The CONNECT shall consider replacing the Product/Part or Component for any manufacturing defect within 01 months of supply. Any parts proved to be so defective shall be replaced free of charge. The liability of CONNECT shall however be limited to the cost of defective parts only. The warranty shall be annulled in case the parts subject to contest have been altered, treated or amended in any manner whatsoever.

9. ARBITRATION :

If any dispute/question or controversy arises, the settlement of which is not herein specifically provided in this order/contract, the matter in dispute shall be referred to the arbitration of the Chairman and Managing Director of CONNECT or his nominee and decision of Chairman and Managing Director or his nominee shall be final and binding on both the parties. The provision of INDIAN ARBITRATION & CONCILIATION ACT 1996 as amended from time to time shall apply to such arbitration proceedings. Arbitration proceeding shall be held at New Delhi only and the New Delhi courts will have jurisdiction in the matter.

10. Force Majeure Clause :

To the extent and during the period; that we are prevented from furnishing all or part of the materials contracted for hereunder in accordance with, the terms of this offer by reason of or through strike, breakdown of machinery, non-issuance of import licenses for essential raw materials by the Government of India, stoppage of labour, riot, fire, wind, lightening, explosion, flood, shortage of power, invasion, bombardment, civil war, insurrection, military or usurped power, order of any court or judgment granted in any bonafide adverse legal proceedings or action or any order of any civil authority, act of God or of public, enemy, or by reason of force majeure or fortuitous event then and in such event notwithstanding anything contained in this offer to the contrary to such extent and during such period shall be relieved from the obligation or furnishing such materials, provided that in any or all such event or events, we shall be prompt and diligent in removing and overcoming the causes.

End of General Sales “Terms & Condition”