



# **BAJAJ STEEL INDUSTRIES LIMITED**

IMAMBADA ROAD, NAGPUR - 440 018. (MS) INDIA  
Tel: +91 712 272 0071 ~ 80 Fax: 272 3068, 272 8050  
email : bsi@bajajngp.com website : www.bajajngp.com

## **GENERAL TERMS**

## **&**

## **CONDITIONS**

## **FOR SALE OF GOODS**

*(As amended up to & effective from 1st October, 2014)*

**BAJAJ STEEL INDUSTRIES LIMITED**

Imambada Road, NAGPUR - 440 018 INDIA

Tel : +91-712-2720071~80 Fax: +91-712-2723068/2728050 Gram : DRGINS


VAT TIN : 27810392401 V w.e.f. 01.04.06

CST TIN : 27810392401 C w.e.f. 01.04.06

E-mail: bsi@bajajngp.com

**GENERAL TERMS & CONDITIONS FOR SALE OF GOODS***(As amended up to & effective from 1st October, 2014)***Index**

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Signed on Behalf of Seller  
M. K. Sharma - President

Signed on behalf of Buyer



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**GENERAL TERMS & CONDITIONS FOR SALE OF GOODS***(As amended up to & effective from 1st October, 2014)*

*These general terms & conditions define and govern all contracts / orders / transactions for sale of goods between M/s Bajaj Steel Industries Limited (the Seller) and the Buyer of its goods.*


**WHEREAS** it is expedient to define & notify the general terms & conditions for sale of goods, it is hereby notified as follows:-

**1. SHORT TITLE, EXTENT & COMMENCEMENT**

- 1.1 These terms & conditions for sale of goods may be called as '**GENERAL TERMS AND CONDITIONS (hereinafter referred to as 'GTC')**'.
- 1.2 These GTC may be amended & amendment be notified from time to time by the Seller by posting on its website [www.bajajngp.com](http://www.bajajngp.com) for the Buyers and others.
- 1.3 Any amendment to these GTC shall be effective from the date as may be notified by the Seller or from the date of its posting on its website by the Seller.
- 1.4 These GTC will be effective in the first instance from 1<sup>st</sup> October, 2014 and will be notified by posting on Seller's website for the Buyers and others without requirement of any further notice/action from the Seller.
- 1.5 These GTC for sale of goods shall apply to all Sales Orders between the Seller and the Buyer of its goods and resale items. Any act on the part of the Buyer in relation to the Sales Order viz. acceptance of Sales Order, Remittance of Advance against Sales Order etc. will be treated as acceptance of these GTC also.
- 1.6 These GTC shall define and govern the rights & obligations between the Seller and the Buyer, for the sale of the Goods, subject to amendments/modifications thereto as may be specifically negotiated and agreed upon in writing by the parties within the framework of a Sales Order.
- 1.7 Any inconsistent provisions contained in Buyer's documents purporting to define general or particular terms of purchase or sale shall not be construed to amend, modify, supplement or supplant these GTC and these GTC will prevail unless specifically any variation / amendment is agreed in writing between Seller & Buyer.
- 1.8 These GTC including amendments/changes thereto in terms hereof, if any, is available on the Seller's website ([www.bajajngp.com](http://www.bajajngp.com)) and the Buyer should read the same before entering into any Sales Order with the Seller.
- 1.9 These GTC shall be deemed constructive notice to the Buyer relating to the matters related to sale of goods to Buyer by the Seller & shall be binding on the Buyer.
- 1.10 These GTC shall be applicable in respect of all Divisions, plants/factories, branches, offices, establishment and place of business of the Seller (at present as per **Annexure 'A'**) excluding "Superpack Division" of the Seller.
- 1.11 Wherever any subject or term is not specifically dealt in / defined in these G.T.C., the reference to the same shall be drawn, in case of export from the latest version of U.C.P. issued by I.C.C. and in case of domestic sales from the Indian Contract Act 1872 or any other relevant statute.
- 1.12 A printed copy of these GTC may be provided to any Buyer by the Seller duly signed on demand.

**2. DEFINITIONS & INTERPRETATIONS**

- 2.1 The definitions and interpretation of following words in these GTC shall be as below:
  - a) '**Provisional Order**' means any hand written order in Seller's Format or hand written acceptance on copies of Offer submitted by Seller or any order issued by Buyer on his stationary from his side. All provisional orders shall only be used as support papers to issue Sales Order and system generated Sales Order issued by the Seller shall only be binding on the Seller.
  - b) '**Advance Payment**' means the partial amount of Sales Value paid by Buyer to Seller as commitment amount for confirmation of a Sales Order pro-rata adjustable from payment of full price of Goods at the time of Delivery, subject to applicable GTC and laws.
  - c) '**Buyer**' means a person, firm or company who directly buys Goods from the Seller for commercial purposes & has fully paid the Contract Price in accordance with these GTC or in accordance with such other terms as may be agreed in writing between the Seller & Buyer in Sales Order and includes an overseas buyer.
  - d) '**Goods**' include the machinery, equipments, accessories, spares and the products manufactured/marketed by the Seller.
  - e) '**Resale / bought-out Items/parts/products**', mean and include the goods, items, parts, material, products, etc purchased from other manufacturers / traders and re-sold to the Buyers.
  - f) '**Civil work**' includes foundations, brick works, construction of factory shed/building, infrastructure works etc whereat & wherein the goods shall be erected / installed and the area where raw material or finished goods will be stored.
  - g) '**Order Price / Contract Price**' means the price of Goods and/or services, taxes, duties and any other sum payable by Buyer to the Seller pursuant to the Sales Order.

  
Signed on Behalf of Seller  
M. K. Sharma - President

Signed on behalf of Buyer



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- h) **'Sales Order / Sales Contract'** shall mean the system generated Sales Order issued by Seller duly signed by Authorised Officer of the Seller and shall be effective on receipt of stipulated advance amount from Buyer in respect of same to the credit of Seller's Account.
- i) **'Delivery'** means the transfer of the Goods from the Seller to the Buyer under an invoice of the Seller in terms of Sales Order.
- j) **'Exclusions'** means the items for which the Seller shall not be responsible and the Buyer shall have sole obligation & responsibility for provision / arrangement / completion of the same unless otherwise expressly agreed in Sales Order in writing.
- k) **'Seller'** means **M/s Bajaj Steel Industries Limited** having its registered office at Imambada Road, Nagpur - 440 018 (Maharashtra) India and all its factories plants, divisions, offices, establishments & place of business situated at various locations excluding "Superpack Division" of the Seller.
- 2.2 Headings in these GTC shall not affect their interpretation.
- 2.3 If the Context so requires, singular means plural and vice versa.

**3. FORMATION OF CONTRACT : OFFER, ACCEPTANCE AND VALIDITY**

- 3.1 Any Offer / quotation / proforma invoice submitted by the Seller shall not constitute a contract and will be valid for a period mentioned therein. However, if no validity period is mentioned as aforesaid, then it will be valid for 30 days from the date of its issue unless Seller withdraws earlier or extends it in writing.
- 3.2 The provisional sales order signed by the Buyer and Seller during the initial discussions will only form basis for final Sales Order and any changes necessary at the time of detailing shall be incorporated in system generated Sales Order if there is any variation in the bill of material in the Sales Order as compared to provisional Sales Order, the same shall be to Buyer's Account.
- 3.3 The Sales Order is understood to be formed / finalized upon reception of written confirmation of Buyer on the system generated order confirmation issued by Seller and initial advance amount as mentioned in the order confirmation is paid by the Buyer to the credit of Seller's account. The system generated official Sales Order shall be final and binding and will supersede the provisional Sales Order signed by the Buyer and Seller earlier.
- 3.4 Any modification, addition, deduction or deletion to the Sales Order will be valid only when issued by Seller in system generated manner and written consent / acceptance on the same is received from Buyer.
- 3.5 All Sales Order shall be subject to these GTC unless otherwise specifically agreed in writing on any of the subject governed by these GTC in the text of Sales Order or by a system generated amendment letter duly signed by authorized representatives of Seller and Buyer.
- 3.6 These GTC shall apply to the Sales Order to the exclusion of any other terms that the Buyer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. If Buyer's documentation contains provisions different from or inconsistent with the provision of these GTC, these GTC will prevail unless specifically agreed in writing by the Seller.
- 3.7 The Buyer shall be required to approve the layout drawings and technical specifications of the Goods and will be solely responsible for consequences of any deficiency therein. Non availability / non submission of drawings by Seller shall not be a ground to transfer any responsibility by the Buyer on Seller.
- 3.8 The documents relating to Government approval, licenses such as EPCG Invalidation Letter, registration with taxation authorities such as VAT registration etc shall be the responsibility of Buyer and the Sales Order will be complete and effective from the date of Buyer providing the last document / information / approved drawings only. In case of any delay for submission of such documents beyond 30 days from the stipulated / agreed date, Seller shall have discretion either to extend the delivery period or to revise the prices as applicable at the time of delivery. Even otherwise in case of any such delay, the delivery period shall stand extended automatically and Buyer will compensate Seller for any losses suffered by him due to such delay and Seller will also have the right to revise the prices of goods as applicable at the time of delivery.
- 3.9 The Buyer will provide written information about readiness of the site from time to time and permit the dispatch of the Goods from the Seller's factory to site when site is ready and safe for arrival, storage and installation of Goods and Buyer has carried out his all other obligations under the term of Sales Order.
- 3.10 All typographical, clerical or other error or omission in any sales literature, quotation, offer, Sales Order, price list, acceptance letter, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of Seller.
- 3.11 The Sales Order will be executed / entered in good faith considering normal working and Delivery periods as mentioned accordingly. No Sales Order shall be cancelled due to delay in deliveries caused by any force majeure events and the time period of Delivery shall stand extended suitably in all such cases without any liability on Seller.
- 3.12 No Sales Order which has been confirmed by the Buyer shall be cancelled except on the terms agreed in writing between Buyer and Seller in this regard and Buyer will indemnify the Seller in full against all loss, costs (including the cost of all labour and material used), damages, charges and expenses incurred by the Seller as a result of cancellation of Sales Order.

  
Signed on Behalf of Seller  
M. K. Sharma - President

Signed on behalf of Buyer



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**GENERAL TERMS & CONDITIONS FOR SALE OF GOODS***(As amended up to & effective from 1st October, 2014)***4 TECHNICAL SPECIFICATIONS**

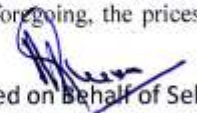
- 4.1 All Goods are suitable for designed uses on designed parameters. Any deviation in the quality parameters of input material for processing and incorrect use may cause lower performance or failure. The responsibility for the same will be on Buyer only.
- 4.2 The Buyer shall be solely responsible for matching his/its needs & requirements/ order with the technical details or specification describing the Goods and all other specifications essentials for Goods and future intended utilization. Under no circumstances shall the Seller be responsible for, or be held liable in respect of, any statement or representation relied upon by the Buyer which is not attached to or endorsed in the Sales Order in writing by the Seller. The Seller shall only be responsible for the capacities specifically mentioned in Sales Order subject to fulfillment of applicable terms and conditions by the Buyer.
- 4.3 Seller's latest catalogues, brochures, operational instructions, manuals, technical documentation, specifications, standard drawings, etc whether published on website or otherwise available for marketing shall be for the sole purpose of guidance and do not constitute any representation under the Sales Order and shall not form the part of the Sales Order in any manner unless expressly included in the Sales Order and confirmed in writing by the Seller.
- 4.4 All Goods are required to be used with standard parts manufactured / supplied by the Seller. Use of any duplicate parts or parts manufactured / supplied by any other party may damage / cause underperformance of the Goods. The sole responsibility of the consequences for use of such duplicate parts will be on Buyer.
- 4.5 All technical specifications, dimensions, design, descriptions, drawings, shades of paints, etc. for the Goods are subject to change without notice.

**5 LAYOUT DRAWINGS & GOVERNMENT APPROVALS**

- 5.1 The Seller's offer will be based on standard layout arrangement and any deviation or additional requirement of buyer may lead to a variation in Offer / Sales Order Price.
- 5.2 Seller shall provide copies of recommended layout drawings, specifications & documents to the Buyer. The Buyer should approve the layout and specifications etc. within 7 days of submission by the Seller and retain a copy thereof before commencement of work. In case Buyer wishes for any changes in the layout, drawings, specifications, documents submitted by the Seller, the Buyer shall inform the same to Seller within 7 days from the submission by Seller. The Seller shall submit the revised drawing etc. as soon as possible which on approval by the Buyer shall be used for manufacturing, erection and commissioning. In case Buyer does not send the approval / request for correction within 7 days from the date of sending of drawings by the Seller, it will be treated that the drawings are approved by the Buyer and the obligation for the correctness of the layout drawings and work based on them shall be that of Buyer.
- 5.3 The Seller maintains the right to cease all progress and manufacturing of the Goods without any liability on him, should the information provided by the Buyer be conflicting, in error, incomplete or inadequate in any way to produce the Goods.
- 5.4 The Buyer shall be responsible for obtaining all permissions, sanctions and approvals from Government and other local authorities in respect of legal and regulatory rules applicable for the construction etc as per the requirements in the area.
- 5.5 The Buyer shall be responsible for all the obligations and legal requirements in respect of pollution control, safety rules, fire fighting etc.
- 5.6 The cost of preparation of layouts and drawings shall be chargeable from the Buyer by a separate Service Invoice and shall not form part of Sales Order, the amount shall be discussed between the Buyer and Seller from time to time.
- 5.7 Any notice or instruction from the buyer received subsequent to seller's acknowledgement, including supplementary information contained in a confirming purchase order, which has the effect of changing the specification, scope of work, or other terms, will be effective only upon an appropriate adjustment in the prices and/or delivery date, and acceptance of any change by Seller in writing.
- 5.8 Seller shall have no liability to Buyer or any other party for changes made to the documentation or ordered goods by the Buyer without seller's written approval. Modification of and amendments to this document shall be effective only if made in writing and signed by duly authorized representative of the seller.

**6 PRICE**

- 6.1 All the prices of the Goods are ex-work, unless otherwise specifically agreed in writing in Sales Order.
- 6.2 The prices agreed in the Sales Order shall remain valid for payment and Delivery up to the validity date mentioned in the Sales Order only. In absence of validity date in the Sales Order as aforesaid, the prices for any Sales Order entered in to shall be valid for 90 days from the date of Sales Order, beyond which revised prices as applicable at the time of Delivery or otherwise agreed in writing on revision shall only be applicable.
- 6.3 Seller shall be entitled to increase the Contract Price in the event of abnormal increase in the cost of materials, labour, transport or utilities becoming effective before the date of Delivery or any other cause beyond the reasonable control of the Seller which increases the cost to the Seller in performing the Sales Order. Without prejudice to the generality of the foregoing, the prices stated in a currency other than rupee may be subject to amendment in the event of fluctuation in the

  
Signed on Behalf of Seller  
M. K. Sharma - President

Signed on behalf of Buyer



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relevant exchange rate prior to the date of invoice. Any risk on account of fluctuations in exchange rate shall be solely on the Buyer.


- 6.4 In case there is any arithmetical error in preparing the offer, quotation or Sales Order the same shall have to be corrected on E. & O.E. (Errors and Omissions Excepted) basis and only corrected price shall be payable by Buyer.
- 6.5 The full Contract Price shall be paid before Delivery of Goods, unless otherwise accepted in writing by Seller.
- 6.6 If the Contract Price does not include excise, octroi or other duties, taxes on sale, taxes on services, assessments, levies, or additional expenses occasioned by causes beyond Seller's control (including statutory impositions) or by force majeure, all such amounts (or at Seller's option, a deposit towards same) shall be paid by Buyer on demand. Any error / failure from the Seller to levy and collect any applicable taxes from Buyer at the time of billing shall not constitute a waiver of Seller's right to collect such taxes from Buyer subsequently in accordance with applicable laws.
- 6.7 Any changes in the tax structure or on any amounts of tax payable with respect to the transactions by the Buyer on account of a change in applicable law or otherwise shall be to Buyer's account. The taxes due at the time of invoice are payable in full before Delivery.
- 6.8 Insurance, inspection, freight, loading, unloading, packing, forwarding and any other charges not expressly included in Sales Order, shall be to the Buyer's account.
- 6.9 Buyer will, in the first instance, pay to the Seller towards tax on sale as is paid/payable by Seller to Government and any subsequent refund of the amount on the ground that tax is not legally due to the Government on the transaction will be subject to actual receipt of refund either of the entire tax amount or any part thereof as the case may be from Government to the Seller which shall be passed on to Buyer if earlier paid by the Buyer.
- 6.10 Subject to applicable law, interest @24% per annum will be payable by the Buyer on all outstanding from date of debit in case of default beyond 30 days from the date of invoice / debit note.

**7 TAXES, DUTIES, SUR-CHARGE AND LEVIES**

- 7.1 All Government or local taxes, duties, levies, cess etc. are to be paid by customer as applicable at the time of delivery or thereafter.
- 7.2 If any Government or local body introduces any new taxes, duties, levies, cess etc after signing of Sales Order the same will also be payable by Buyer and the value in the Sales Order shall stand amended to that extent automatically.
- 7.3 The Buyer will promptly submit the prescribed Statutory Sales Tax and Other Forms including 'C' Form, 'H' Form, 'A' Form C.T.1 etc to the seller well in advance of the time prescribed under applicable law for submission of the same. In case seller has to pay any additional amount/taxes due to non submission/ late submission of any such form by the Buyer, the same shall immediately be paid by the buyer to the seller together with interest and penalty, if any, but not later than 7 days of the demand being made by the Seller. The Buyer shall also indemnify the Seller for all losses incurred by the Seller due to failure of the Buyer to provide such form
- 7.4 Buyer shall also be responsible for submission of Tax Registration Numbers / Certificates as applicable.

**8 PAYMENT**

- 8.1 The Buyer shall make Advance Payment as mentioned in the Sales Order out of the total amount payable under the Sales Order at the time of confirmation of the Sales Order. However, if Sales Order does not mention about Advance Payment, the Advance Payment shall be 40% of the total value of the Sales Order.
- 8.2 The balance payment (i. e. Contract Price less the Advance Payment) for an Sales Order shall be payable by Buyer to Seller at least 30 days before the date of Delivery under the Sales Order and pro-rata Advance Payment shall only be adjusted against any partial payment of balance amount.
- 8.3 Time of payment & payment term is the essence of the Sales Order, any deviation there from shall affect the price and the delivery schedule. The Seller shall not be liable for any losses caused on account of delay in delivery on account of non-compliance with payment terms under these GTC by the Buyer.
- 8.4 No payment shall be deemed to have been received until the Seller has received clear funds in its account.
- 8.5 The payment shall be made/deposited only in the Seller's Bank Account with name & title as 'M/s BAJAJ STEEL INDUSTRIES LIMITED' as per accounts details furnished by the Seller to the Buyer, subject to applicable GTC and laws.
- 8.6 The Buyer shall give notice to the Seller & its dealing officer in writing of the payment being made providing full reference of the Sales Order and shall obtain written confirmation from the Seller of receipt of funds by the Seller under the Sales Order. In the event of failure of the Buyer to give such notice and take such acknowledgment, such payment shall not be treated as paid under the Sales Order or paid towards the Contract Price & shall be treated as unidentified credit (Suspense account) with the Seller till such intimations is properly received.
- 8.7 The bank details for making payments to the account of Seller as per applicable laws are given in **Annexure 'B'** to these GTC for Indian Rupees, US Dollar & Euro. The bank details for payment in other currencies may be submitted on request.

  
Signed on Behalf of Seller  
M. K. Sharma - President

Signed on behalf of Buyer



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- 8.8 In the event the Buyer has any difficulty in making payments in the aforesaid bank account, it may make a request to the Seller to nominate another bank account for receipt of payment. The Seller may in its discretion nominate any other account as it may deem fit to receive the payment on receipt of the aforesaid request from the Buyer, subject to applicable laws.
- 8.9 Any payment made as earnest money or security deposit or Advance Payments made by the Buyer and accepted by Seller hereunder shall be interest free.
- 8.10 In case Seller agrees at the Buyer's request to handover the documents for collection to any bank specified by the Buyer, the Buyer undertakes to make good the payment involved to the Seller. If for any reason (including the failure of the bank) payment is not actually received by Seller from the bank within 15 days from the date of documents sent to bank, the Buyer shall arrange to pay the amount by crediting directly to the Seller's bank account as notified.
- 8.11 Unless otherwise agreed in writing by the Parties, general terms of payment of the Seller in case of Letter of Credit (L/C) shall be 40% of the Contract Price payable as advance and balance at sight against submission of shipping documents, subject to applicable GTC and laws.

**9 CREDIT SALES**

- 9.1 Normally Seller does not extend any clear credit. However to meet the immediate requirements of the Buyer to save him from losses due to stoppage of work at their end some material may be sent on credit for express supplies based on special sanctions subject to satisfactory credit vetting of the Buyer by the Seller. The Credit in no case can extend beyond 30 days from the date of invoice and subject to applicable GTC and laws.
- 9.2 The Offer of Credit will be at the sole discretion of the Seller. The amount of credit sales in no case should exceed Rs. 2, 00,000/- (Rs. Two lacs only) within a financial year to any single party.
- 9.3 In case where the amount of credit sales is not received within 30 days from the date of Invoice no further credit sales will be allowed to be made to same party.
- 9.4 In case of any delay in receipt of payment beyond 30 days from the date of invoice for any credit sales, interest @24% per annum shall be chargeable from the date of invoice till the date of receipt of payment. The interest will be charged on monthly rest and if the same remain unpaid along with the amount of credit sales it will form part of the due amount and will be liable for interest.
- 9.5 If the payment for any credit sales is delayed beyond 90 days the recovery claim as per the provisions of the law shall be made.

**10. PACKING**

- 10.1 Normally the machines are supplied unpacked in assembled condition however if machines are required to be packed in wooden boxes etc. the cost of such packing shall be chargeable extra. The spare-parts are supplied packed in wooden boxes, bags or cartoons. The cost of packing shown in the Sales Order are accordingly for packing of only small parts in wooden boxes / bags and any other packing shall be chargeable extra.
- 10.2 In the event of requirement of seaworthy packing for export orders, the same shall be chargeable extra and nature of packing will be in accordance with the terms to be mentioned specifically in the Sales Order in writing.

**11. DELIVERY / EXPORT**

- 11.1 Delivery shall not be made without full payment of Contract Price unless otherwise agreed in writing. The Advance Payment received shall only be adjusted on pro-rata basis on invoice to invoice basis.
- 11.2 Unless otherwise expressly stated in the Sales Order, the delivery of Goods shall start after 90 days from the date of receipt of 40% advance payment with clear techno-commercial details/documents against receipt of balance payment at least 30 days before the date of Delivery.
- 11.3 In case of failure of Buyer to make such balance payment within aforesaid period, Delivery period &/or the contract price shall be extended &/or revised at the sole discretion of the Seller which may also give sole right to the Seller to forfeit the Advance Payment &/or cancel the Sales Order or to revise the prices as per the prices ruling at the time of delivery.
- 11.4 In the event Buyer make payment in part(s) /installment(s) for balance payment then at the sole discretion of Seller, the Delivery will be made only to the extent of value of such part payment/ installment made by Buyer plus pro-rata value to be adjusted from the Advance Payment.
- 11.5 The sequence of Delivery shall be at sole discretion of the Seller.
- 11.6 Unless otherwise agreed in writing, the commencement of Delivery period shall be computed from the date when last of the following action occurs :-
- a) Date of receipt of 40% Advance Payment by the Seller subject to payment of balance payment 30 days before Delivery;
  - b) Date of receipt of approved drawings / Layout (Latest amendment) etc by the Seller;
  - c) Date of receipt / availability of Delivery documents such as EPCG License invalidation letter / Import License/ Way Bills, VAT Registration etc by/to the Seller;

Signed on behalf of Seller  
M. K. Sharma - President

Signed on behalf of Buyer



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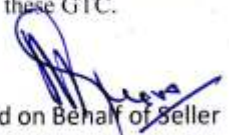
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**GENERAL TERMS & CONDITIONS FOR SALE OF GOODS***(As amended up to & effective from 1st October, 2014)*

- d) Date of completion of site civil work;
- e) Date of receipt of permission from the Buyer in writing to start Delivery.
- f) Where the Buyer arranges the third party inspection, the date of issue of inspection approval note by the appointed agency.
- g) In case the Buyer is required to approve the production schedule, the date of receipt of such approval by the Seller from the Buyer.
- 11.7 The time for Delivery is given on good faith based on normal working conditions as accurately as possible. However, the Seller shall not be liable for any direct, indirect, special or consequential loss (which terms include without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods due to the reasons beyond the control of Seller, nor shall any delay in delivery shall entitle the Buyer to terminate or rescind the Sales Order and Delivery period will stand extended accordingly maximum up to a period of 3 months from the last date of delivery mentioned in Sales Order, beyond which the Buyer shall have right to cancel the order and entitled to call back the remaining amount lying with Seller, without any interest if the delay is attributable to Seller.
- 11.8 Unless otherwise specifically agreed in writing by Seller the Delivery shall take place at the Seller's premises and all risk for onward transportation, unloading at site and beyond will be to Buyer's account.
- 11.9 The Buyer shall inform in writing to the Seller about any special documents required at the time confirmation of Sales Order. In the event that the Buyer does not inform any such special documentary requirement to the Seller and Seller accepts its ability to provide, the Seller shall dispatch Goods under the standard set of documents viz. invoice, packing list, lorry receipt or bill of lading and certificate of origin for export outside the country. The Buyer shall not hold Seller responsible for any detention / demurrage arising due to inability to clear Goods at the destination point for unavailability of documents other than Seller's standard documentation of sales unless the requirement for any additional documents was informed to the Seller at the time of confirmation of Sales Order and the Seller had agreed in writing of its ability to provide the same.
- 11.10 In case if any goods are detained / hold during transit due to any failure of vehicle, Government intervention, any detention by public authority, congestion on sea ports, non availability of transport or any other reason beyond the control of Seller, the Seller shall not be held responsible for any delay in delivery and consequences thereof.
- 11.11 In case of export to landlocked countries or wherever otherwise applicable for the Buyer to surrender the original bill of lading or any other required documents to shipping line or their agent at the port of discharge for clearance of goods or to obtain the transit pass for onward transportation of goods, if there is any delay in submission of the bill of lading or any other documents and on account of such delay any demurrages, storages charges or any other charges are required to be paid, the same shall be to the account of Buyer only. The Buyers are advised to promptly retire the documents from bank or obtain from Seller by making prompt payments and submit the documents to the concerned authorities / C & F Agents promptly to avoid any such charges.
- 11.12 In case of export if the payment is against fax or scan copy of bill of lading then Buyer should immediately make the payment so that the Seller can send the original bill of lading and other documents to the Buyer. If there is any delay in making the payment from buyer and if on account of such delay any demurrages, storages charges or any other charges have been incurred then the same shall be to the account of Buyer.
- 11.13 The Seller will endeavor to comply with reasonable requests by the Buyer for postponement of Delivery but shall be under no obligation to do so. If for any reason the Buyer fails to accept the Delivery of any of the goods when they are ready for delivery, or the Seller is unable to Deliver the goods on time due to reason that the Buyer has not provided appropriate instructions, documents, licenses or authorizations or failed to comply his/its obligations then:
- The risk in the Goods shall pass to the Buyer;
  - The Goods shall be deemed to have been Delivered and would be in custody of Seller on behalf of Buyer only at sole risk and obligation of Buyer;
  - The Seller will be entitled to receive all the costs for storage & risks of such goods until delivery to Buyer and the Buyer shall be liable for payment of all such costs to Seller on demand, (including storage, insurance, handling and further delivery costs etc.).
- 11.14 Delivery may be made in one lot or in several lots at the Seller's option and when made in several lots, bill/invoice shall be made out by Seller representing the nearest price of each such lot and the amount of any such bill/invoice shall not be disputed so long as the total of bills/invoices does not exceed the Contract Price, subject to applicable GTC and laws.
- 11.15 The export of Goods by the Seller shall normally be through, Jawaharlal Nehru Port Trust (JNPT), Near Navi Mumbai or Nhava Sheva International Container Terminal (NSICT) or Gateway Terminals India (GTI) as per availability of ships. However, any other Indian seaport or airport may be considered if Buyer so demands. The freight amount may vary and shall be payable by the Buyer.
- 11.16 The Delivery time and Contract Price agreed are subject to revision on Buyer's failure to fulfill any of his obligations under these GTC.

  
Signed on Behalf of Seller  
M. K. Sharma - President

Signed on behalf of Buyer



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**GENERAL TERMS & CONDITIONS FOR SALE OF GOODS***(As amended up to & effective from 1st October, 2014)***12. TRANSPORTATION, LOADING & UNLOADING**

- 12.1 Transportation of goods from factory of Seller to the site of Buyer shall be on account of Buyer and freight shall be payable by Buyer.
- 12.2 Once the goods are ready for dispatch the Seller shall inform the Buyer for transportation arrangement. The Buyer can either himself arrange the transportation or Seller shall assist the Buyer to arrange the transport on behalf of Buyer and dispatch the goods on Freight To Pay basis and Buyer shall pay the freight at his end.
- 12.3 The loading shall be arranged by Seller and cost of the same is normally included in the Sales Order while unloading at the site shall be on the account of Buyer.
- 12.4 In case of export the transportation arrangement shall be as per terms in Sales Order i.e. F.O.B., C.I.F. or any other basis as may be agreed and responsibility shall be accordingly i.e. either Buyer can lift the material or Seller can include the freight up to agreed point.
- 12.5 The Seller and Buyer can agree to any special arrangement for transportation in the Sales Order.
- 12.6 In case any detention charges for containers / consignments are charged by the transporters due to delay in customs clearance or any other reason attributable to Buyer, at the inter country land borders, the same shall be payable by Buyer.
- 12.7 In case of any detention charges for containers / consignments are charged by the transporters due to delay in unloading in the premises of the Buyer, on account of holidays or any other reason, the same shall be payable by Buyer.

**13. INSURANCE FOR DAMAGE IN TRANSIT OR NON DELIVERY**

- 13.1 Unless specifically otherwise agreed by Seller in writing in Sales Order, the transit insurance of the Goods will be sole responsibility of Buyer.
- 13.2 Unless otherwise agreed in writing, the quantity of any consignment of Goods as recorded by the Seller on dispatch from the Seller's place of business shall be construed as delivered to Buyer and all risk beyond Seller's premises for transportation, handling, storage, installation shall be on Buyer.
- 13.3 The nature of business of the Seller majority being specialized machinery, Buyer may require that Seller supports the Buyer till the successful commissioning of plant. It will therefore be preferred that the transit insurance policies should be taken in the name of Seller and in case of any damage in transit the damaged goods should be transported back to the factory of Seller and insurance claims should be submitted by Seller only. On receipt of claim amount by Seller, the same will be credited to the account of Buyer, if the Buyer has already paid the value and Seller shall replace the goods so damaged, however if there is any shortfall between amount of claim, salvage value and replacement value, the same shall be paid by Buyer to Seller before replacement, hence Buyers are requested to arrange with Seller for insurance in their own interests.
- 13.4 Even in cases where the Seller has taken the specific obligation of transit risk, he shall not be liable for any non Delivery of Goods unless the Buyer gives written notice to the Seller of the non Delivery of Goods within 3 working days of the date when the Goods would in the ordinary course have been received.
- 13.5 Whilst the Seller accepts no liability for damage or loss in transit once Goods delivered, the Seller will use all reasonable endeavors to assist the Buyer in pursuing the claims for damage or loss in transit against the carrier and/or with insurance company provided that:
1. Damage or shortage is notified in writing to the insurance company, Seller and to the carrier within 3 days of receipt of Goods and claim is submitted by the Buyer in accordance with the insurance company and carrier's conditions (if any); or
  2. Non Delivery in case of total loss is notified by Buyer to the insurance company, the Seller and to the Carrier within 3 days of the date when the Goods would in the ordinary course of events have been received.
- 13.6 In the event where full payment for Goods dispatched has been received by Seller and responsibility of obtaining the insurance policy is with Seller, the insurance policy shall be obtained in favour of Seller and the Seller shall be responsible for Delivery of Goods up to the premises of Buyer. The Seller shall only submit the claim for receiving the amount of claim from insurance company on behalf of Buyer and shall replace the Goods to Buyer on receipt of claim amount. In case the loss is not total and Goods may be useful after repair, the Buyer shall return the Goods to the Seller at his own expenses and the Seller shall return the goods duly repaired after receipt of claim amount in respect of repair from insurance company on settlement of claim however if there is any shortfall the same shall be paid by Buyer to Seller.
- 13.7 In case of Letter of Credit (L/C.) from overseas Buyers as per applicable GTC and laws, it would be preferred that the insurance policy is in favour of Seller unless specifically otherwise mentioned in the L/C and Seller shall endorse the same in favour of bank or Buyer as may be required under the terms of L/C. The Seller will only submit the claim to insurance company for any damage and the Buyer shall get the replacement of the goods on receipt of amount of claim by the Seller on issuance of letter of discharge by bank and Buyer as may be required, however shortfall if any between the value of replacement and claim amount received from insurance company shall be payable by Buyer to Seller.
- 13.8 In case of insurance policy in favour of "To the Order" the Seller shall submit the insurance claim until the policy has duly

Signed on Behalf of Seller  
M. K. Sharma - President

Signed on behalf of Buyer



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**GENERAL TERMS & CONDITIONS FOR SALE OF GOODS***(As amended up to & effective from 1st October, 2014)*

been endorsed and transferred to other party, for receiving the amount of claim and shall arrange to replace the damaged Goods to the Buyer, however shortfall if any between the value of replacement and claim amount received shall be payable by Buyer to Seller.

13.9 Any delay in delivery caused due to delay in receipt of claim amount from insurance company, the same shall be treated as force majeure and delivery period will stand automatically extended for such period.

13.10 In cases where the Buyers having made full payment of the Contract Price and premium under the insurance policy, want to submit insurance claim for receipt of claim amount, they shall have to do all acts, deeds and execute all documents required for salvaging of damaged Goods and submission of insurance claim and will have to pay to Seller if they require any replacement of the damaged Goods.

**14. TITLE & OWNERSHIP OF GOODS**

14.1 Title and ownership of the Goods shall only pass to the Buyer upon the Buyer having paid to the Seller all sums due from it to the Seller under the Sales Order (including the Contract Price) and Seller having dispatched the Goods under its invoice mentioning the name of the Buyer, provided that the Buyer has fulfilled all other obligations under these GTC and law. Till the full payment of Goods is received by the Seller, the Seller shall continue to hold the title and ownership of the Goods. However, in the event where insurance is taken in the name of Seller, the ownership & title of Goods shall pass on to Buyer only on reaching of Goods to his/its premises and full payment of Contract Price.

14.2 Until the ownership of the Goods passes to the Buyer, the Buyer Shall :-

- 1) hold the Goods on a fiduciary basis as the Seller's bailee;
- 2) store the Goods (at no cost to the Seller) separately from all the other Goods of the Buyer or third party in such a way that they remain readily identifiable as the Seller's property;
- 3) not destroy, deface, or obscure any identifying mark on packing or otherwise relating to the Goods;
- 4) take reasonable care of the Goods with the same standard at which he/it would take care of its own Goods and also insure them against theft, breakage, fire, flood and any other risk;
- 5) take all measures needed to ensure that the Seller's rights in Goods are neither restricted nor alienated.

**15. ACCEPTANCE OF THE GOODS**

15.1 The Buyer shall be deemed to have accepted the Goods, if no claim for any defects / damage / short supply / on account of any quality or grade of the Goods supplied is made within 7 working days from the date of delivery by issuing a notice in writing specifying the defect to the Seller and the Seller is given an opportunity to inspect the Goods and investigate any complaint before any use of or alteration to or interference with the Goods is made.

15.2 If at any point of time, the Buyer needs a third party inspection of the Goods for his/its own satisfaction or otherwise then such third party inspection shall be solely on Buyer's cost and account. In case of any mandatory inspection is required in any country as per applicable law of such country, the Buyer shall inform the Seller in advance about such requirement and bear all cost thereof. All such inspections shall be done at manufacturing facilities of the Seller during normal working hours.

**16. CONSUMABLES, OILS, LUBRICANTS AND OTHER MATERIAL.**

16.1 Unless otherwise specifically mentioned in Sales Order, oils, grease, any other lubrication item, water, diesel, gas, electricity, bale packing material etc. shall be to Buyer's account.

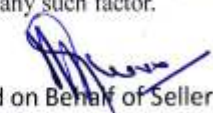
16.2 Unless otherwise specifically mentioned in Sales Order, all sundry materials such as coverings on pits, trenches, foundations, shall be to buyer's account.

**17. DESCRIPTION & PERFORMANCE OF THE GOODS**

17.1 The Quantity and description of Goods shall be as set out in the Sales Order. In absence of anything expressly stated to the contrary, the shades of paints / colour of the Goods shall be as per standard colour code(s) of the Seller.

17.2 The performance of the Goods varies depending upon variations in the parameters of input / raw materials e.g. the capacities mentioned for cotton ginning machines in the Sales Order is subject to Buyer's adhering to and following the recommended parameters of input / raw materials as provided at Section 17.4 below or any variation thereto as may be listed in the Sales Order. The Seller shall not be liable for any variations in the output on account of variation in input / raw material parameters.

17.3 Performance / productivity of the cotton ginning machines, is strictly subject to optimum conditions, trained operators, proper maintenance (as recommended by the Seller from time to time), seed cotton parameters such as length, micronaire, trash contents, moisture contents, bunch of fibre on seed (normally varies between 30% to 45% of seed cotton weight), fuzziness i.e. fuzzy, semi-fuzzy, black seeded / naked seeds etc. normal working conditions, proper handling, availability of other inputs like uninterrupted quality power, proper phase load distribution, proper relay setting as per motor usage, suitable lubricant, weather conditions, goods trade practices etc. and Seller shall accept no claim for any deficiency in performance caused due to any such factor.

  
Signed on Behalf of Seller  
M. K. Sharma - President

Signed on behalf of Buyer



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- 17.4 The normal recommended parameters of seed cotton at the time of entering in to the ginning machines i.e. Saw Gin, Double Roller Gin, Rotobar or Single Roller are (1) Moisture 6-8%, (2) Trash Contents below 7% (3) Size of Trash below 5 mm in all sides (4) The length and micronaire may be considered for proper selection of ginning technology (5) Proper drying devices should be used if moisture levels are above 8% in seed cotton (6) Moisture restoration devices should be used if the moisture contents are below 5% (7) Covered Storage / Temperature & Humidity control should be used wherever necessary.
- 17.5 It is recommended that there should be at least half an hour interval / stoppage of the machines after working of each 4 hours for efficient working and lower maintenance. This interval should be used for preventive maintenance.
- 17.6 The Seller reserves the right to alter or change the raw material parameters in the goods to meet the requirement under different conditions and the seed cotton / raw material parameters at Buyer's end, in such case the changed or altered parameters shall form basis for performance evaluation.
- 18. WARRANTY**
- 18.1 The Seller warrants that the Goods supplied under the Sales Order are as per agreed specifications. The Seller further warrants that the Goods supplied under the relevant Sales Order are free from manufacturing defects and suitable for specified uses under specified conditions as mentioned in these GTC or Sales Order or normal uses they are intended for.
- 18.2 The warranty period shall remain valid for 12 months from the date of invoice of the Seller or 2000 working hours of the equipments whichever occurs earlier. The Buyer shall promptly notify the Seller in writing of any claims arising under this warranty. Upon receipt of such notice, the Seller shall, with all reasonable speed, repair or replace the defective Goods, without costs to the Buyer. This does not include normal wear items of consumables and those items which are made of glass plastics and rubber, etc.
- 18.3 The warranty for electrical and electronic items is subject to quality of power and proper relays etc. as required for optimum functioning of the goods and as specified in the Sales Order and if any damage / defect arise due to variation in these parameters, the warranty shall be void.
- 18.4 The Seller offers only limited warranty as obtained from the original manufacturer for bought out items and any issues regarding such bought out item may be directly referred to original manufacturer for replacement / repair on the terms as offered by the original manufacturer. The said bought out items or products include but not limited to: Hydraulic Valves, Gear Boxes, Gate Valves with or without actuators, Bearings, pneumatic cylinders, breakers (VCB), sensors, switch gears, Motors, Energy meters, Cables, Rubber Hoses, Seamless Pipe, Coupling, chains, lugs, etc.
- 18.5 The warranty of the Seller shall be void if the Goods are clubbed, added, attached, connected, linked, affixed, assembled, installed, erected, synchronized, instituted, etc with existing /old machineries/systems/plants/processes of the Buyer or with any new machineries/systems/plants of any other manufacturer if the performance of Seller's goods are affected / dependent upon performance of such other items.
- 18.6 Only genuine spare parts, accessories, consumables, etc manufactured by the Seller shall be used in the goods to claim its performance & warranty. Any variations to the same by the Buyer and/or any violation of this GTC shall render the Seller's warranty void.
- 18.7 The Warranty does not extend beyond Seller's applicable standard specifications of Goods as contained in the Sales Order or as may be notified by the Seller from time to time. Warranty if any, does not cover the cost of service of Seller's Engineers/Erectors/Technician and such costs shall be paid by Buyer to the Seller on demand.
- 18.8 The Goods shall unless otherwise provided elsewhere in these GTC be of merchantable quality within the meaning of the Indian "Sale of Goods Act, 1930".
- 18.9 The Seller shall not be liable for a breach of any of the warranties in condition aforesaid unless :
- The Buyer gives written notice of manufacturing defect to the Seller within 7 working days of the time when the Buyer discovers or ought to have discovered the manufacturing defect within warranty period; and
  - The Seller is given reasonable opportunity after receiving the notice for the examination of such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Buyer's cost for the examination to take place there.
- 18.10 The Seller shall not be liable for a breach of any of the warranties in condition if:
- the defect in Goods arises from any drawing, design or specification supplied by the Buyer or
  - the total Contract Price of Goods has not been paid; or
  - the defect arises due to any accident, neglect or misuse, unsuitable storage, improper quality of power, power breakdown, power fluctuations {In India - recommended supply voltage 415 Volts (+/- 10%) & For Country other than India - applicable Standard supply voltage as specified in Sales Order}, lower power factor, Non-uniform phase load distribution, improper relay setting for motor, improper handling, improper storage (like roll washer kept open in sun light which causes it to shrink & thus loosen, etc), improper maintenance, abnormal working conditions, damage in transit, incorrect installation, faulty operations, use of too much moisture & contaminated cotton, overload, use contrary to instruction, unsuitable lubricants, or damaging due to external influences of a physical, electrochemical or chemical or

Signed on behalf of Seller  
M. K. Sharma - President

Signed on behalf of Buyer



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**GENERAL TERMS & CONDITIONS FOR SALE OF GOODS***(As amended up to & effective from 1st October, 2014)*

otherwise in contravention of good trade practice; or

- d) The Buyer alters/changes or repairs or parts with the Goods without the written consent of the Seller.
- 18.11 The Statutory warranty rights and liability, claims of any kind specifically claims for consequential damage arising from defects are excluded / waved and replaced by the contractually agreed warranty provisions or as per warranty provisions mentioned in these GTC.
- 18.12 The warranty shall be effective only for the products of the Seller which are defective solely as result of the faulty design, materials or workmanship of seller and not for any other causes including without limitation improper use, mishandling, unauthorized modification, abuse or neglect of buyer or its agents.

**19. SAFETY / LIABILITY**

- 19.1 The Buyer shall be responsible at all times for the safe operation of the Goods and agrees to indemnify and hold harmless to the Seller against all claims, actions, or demands arising out of personal injury or property damage caused by failure to operate the Goods in accordance with the operating instructions furnished by the Seller, prudent operating practices, or by the alteration, elimination, or failure to use safety devices.
- 19.2 Seller makes no representation that any Goods supplied hereunder comply with any particular safety standard or Buyer's particular safety standard. It is the obligation of Buyer/ultimate end user to determine the need for and to furnish all guards, safety features, system in the electrical circuit and controls, other safety devices necessary to ensure the safety of Buyer's employees, Buyer's customers or the general public, and to comply with all applicable laws and regulations.
- 19.3 Buyer shall indemnify and forever hold the Seller harmless against any losses arising out of personal injury or property damage caused by the installation and use of equipments / systems, including, but not limited to, any and all such claims, actions, or demands arising out of the modification, alteration, or elimination, in whole or in part, of safety devices.
- 19.4 If any safety issue arises at the premises of Buyer, he shall be solely responsible as principle employer as per applicable laws and shall keep Seller indemnified from all expenses and liabilities related to that.
- 19.5 The Seller shall not be liable in any event for any general, special, incidental, exemplary or consequential damages, loss of profit, loss of opportunities or product liability/claim including without limitation loss of property, loss of use etc. The Seller's liability shall strictly be restricted as under the terms of warranty or specifically agreed in writing in Sales Order.
- 19.6 Safety of goods, safe unloading, safe handling and proper storage at site including custody against any theft, damages due to atmospheric conditions etc. to the goods shall be Buyer's responsibility and at his costs only.

**20. RETURN OF GOODS**

- 20.1 Goods once sold shall not be taken back or exchanged/replaced by the Seller unless otherwise agreed in writing or in accordance with the terms of this GTC. Any Goods returned to the Seller without the Seller's written consent or in violation of the terms under this GTC will not be accepted for credit and will be returned to the Buyer at his cost and consequences. In case of return of goods under warranty related matters the terms of warranty clause shall be applicable.

**21. ERECTION AND COMMISSIONING**

- 21.1 The obligation of erection & commissioning shall be solely that of Buyer, unless expressly agreed otherwise by the Seller in writing in Sales Order or otherwise.
- 21.2 The Seller will render technical supervision services only on chargeable basis in order to support the erection & commissioning activities of the Buyer. Apart from erection and commissioning supervision charges agreed in the relevant Sales Order, the following charges shall be borne by the Buyer:
- To & fro travel expenses and related visa, insurance, expenses etc. for Seller's personnel to site and back to the point of origin which unless otherwise agreed in the Sales Order would normally be Nagpur, India.
  - All lodging, boarding, local transport, medical, out of pocket expenses and any other incidental expenses of personnel of the Seller at site.
  - Service charges as may be agreed between Buyer and Seller.
  - The Seller may supply additional / excess goods for any damages / unforeseen requirement during erection without additional price maximum up to 1% of the value at its discretion and such goods shall remain property of the Seller. After completion of erection activities by the Buyer, any such goods remaining unused shall be returned by the Buyer to the Seller or Seller shall have full right to collect back such goods from the site of Buyer. Further, in case of any excess supply of goods, due to error / oversight then such excess goods shall immediately be returned by the Buyer to the Seller as soon as it comes to notice.
- 21.3 The Buyer shall keep the Seller indemnified in respect of any injury or death of the personnel of Seller attending the work on the Buyer's site and all the losses / expenses relating to any action arising out of any act of omission etc. of such personnel as the principal employer for such works.
- 21.4 The Buyer shall be responsible for compliance of safety & security requirements at site, labour relations, local regulations and

  
Signed on Behalf of Seller  
M. K. Sharma - President

Signed on behalf of Buyer



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any other applicable laws.

- 21.5 The Seller shall not be responsible for any work requiring the presence of the Seller's personnel if carried out in the absence of Seller's personnel.
- 21.6 Buyer shall abide, adhere and strictly follow the operational instructions, manuals & guidelines, including for periodical maintenance of Goods, issued by Seller for the Goods sold. The Buyer shall be responsible for any loss arising out of any failure to do so.
- 21.7 The Buyer shall have all the controls over all the technicians / workforce working at the site of erection and commissioning, whether sent by Seller or otherwise as principle employer and shall be responsible for happenings and performance of them.
- 21.8 Normally erection and commissioning of a plant is completed within 60 days from the date of starting of the work. The Buyer should ensure that all the goods, tools and tackles, welding machine, gas cutting sets, Other Cutting equipments, crane, lifting equipments, consumables such as gas, electricity etc. are available at his cost. The Seller shall provide necessary supervisory skilled technicians while unskilled labours shall be provided by the Buyer at his cost.
- 21.9 The Buyer shall ensure completion of all necessary civil work in time as per foundation drawings etc. The cost and consequences of any delay in erection and commissioning due to incomplete civil work shall be on Buyer's account.
- 21.10 In case the period of erection & commissioning exceeds than the stipulated in Sales Order or maximum 60 days, per diem charges as applicable at relevant time shall be chargeable extra for every person deputed by Seller.

**22. EXCLUSIONS**

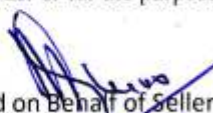
- 22.1 Any item which is not specifically covered under the Sales Order shall be excluded from the scope of the Seller and the responsibility of the same will be on Buyer.
- 22.2 An indicative list of normal items of exclusions is shown in **Annexure 'C'** attached to these GTC; however addition or deletion may be discussed and negotiated between Seller and Buyer.
- 22.3 Once any item which is shown in the Annexure 'C' as exclusion is included in the Sales Order, the same shall be under scope of Seller.
- 22.4 The Buyer shall ensure timely arrangements for the item of exclusions at site and responsibility of any delay, failure or losses caused due to non-availability of any such item, shall be solely on Buyer.

**23. TRAINING:**

- 23.1 Unless agreed by the Seller in writing, the training requirement of the Buyer's personnel at site for operation & maintenance may be provided by Seller's engineers or technicians subject to following charges to be borne & paid by the Buyer.
- a) To & fro travel expense and related expenses to site and back to the point of origination which unless otherwise agreed would normally be Nagpur, India.
  - b) All lodging, boarding, local transport, medical, out of pocket expenses and any other incidental expense of personnel of the Seller at site.
  - c) Service charges / per diem charges as may be agreed between Seller and Buyer for technician from the date they leave the point of origin which unless otherwise agreed would normally be Nagpur, India, to the date of return to place of origin to be paid by the Buyer. The 50% amount of estimated charges shall be paid in advance before departure of personnel of Seller from the point of origin and balance to be paid before departure from the site by crediting to the notified bank account of the Seller.
- 23.2 It is advisable to the Buyer that few technicians (minimum two) of the Buyer be sent to Nagpur factory of the Seller for training purposes for about two weeks for which all expenses for to & fro travels, lodging, boarding, out of pocket expenses, medical expenses and any other incidental expenses shall be borne by the Buyer.
- 23.3 The trained manpower as may be available from the market may be recommended by the Seller for employment by the Buyer on request. However, the Buyer shall only be responsible for any arrangements and payments to them as his employees.

**24. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY RIGHTS**

- 24.1 All drawings, documents, confidential records, specifications, designs, maps, computer software, intellectual property, material relating to the business, customer information, systems or affairs of the Seller, its representatives or its customers any other information whatsoever that is or has been (i) supplied by the Seller under or in connection with Sales Order, whether orally, electronically, in writing or otherwise, including copies of such information; or (ii) learnt, acquired or generated by Buyer in connection with Sales Order from Seller are confidential and the Buyer acknowledges and undertakes that he shall not, without the written consent of the Seller, either give away, loan, exhibit, use or sell any Confidential Information or extracts there from or copies thereof or use them in any way except in connection with the use of Goods supplied under Sales Order or for the purposes for which they were supplied to the Buyer.

  
Signed on Behalf of Seller  
M. K. Sharma - President

Signed on behalf of Buyer



**BAJAJ STEEL INDUSTRIES LIMITED**

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**GENERAL TERMS & CONDITIONS FOR SALE OF GOODS***(As amended up to & effective from 1st October, 2014)*

- 24.2 All claims for alleged infringement in respect of patents, trademarks, registered design, design right or copyrights received by the Buyer must be notified immediately to the Seller and the Seller must thereafter be kept informed of the conduct of such claims.
- 24.3 The Buyer shall not, without first obtaining the Seller's permission in writing, exhibit any of the Seller's Goods at any public exhibition or trade display.
- 24.4 Willful infringement of Confidential Information / intellectual property rights by the Buyer will entitle Seller to claim the damages from Buyer under applicable laws.

**25. EXPORT TERMS**


- 25.1 Unless otherwise agreed in writing under the Sales Order / under Letter of Credit, any terms, condition or expression, the provisions under the INCOTERMS shall be applicable to export transactions and shall have the same meaning as given under INCOTERMS, however for terms, conditions or expressions defined under these GTC the meaning as provided under these GTC shall prevail.
- 25.2 The Buyer shall be responsible for complying with any legislation or regulation governing the importation of the Goods into the country of destination and for the payment of any duties, inland costs and other expenses in the country of destination.
- 25.3 In case of land-locked countries, the obligation of customs clearance and delivery from shipping company for onward transportation of consignments from the port of discharge shall be that of Buyer, as the necessary documents are normally under their possession only. The Seller shall not be responsible for any delay in delivery and its consequences. The Buyer advised to retire the documents promptly from the banks / obtain from seller on payment of balance amount and submit the same for clearing and forwarding at port of discharge well within time.
- 25.4 In merchant Export, if buyer fail to submit the necessary proof of Export within six month from the date of Invoice then Excise Duty along with applicable interest will be charge extra or shall be buyer's account.

**26. VARIATION**

- 26.1 Any and all variations required by the Buyer and accepted by the Seller or required by the Seller and accepted by the Buyer after execution of Sales Order, shall be agreed in writing only and accordingly the Contract Price, warranty, delivery period, capacities, and other terms of the Sales Order shall be subject to variation.
- 26.2 The Seller shall have right to refuse any request for variation after Sales Order is signed, by specifying the reason thereof.
- 26.3 The Seller shall have right to make minor changes in bill of material or layout etc. without affecting the overall capacities and costs without reference to Buyer however if any major change is required, the same shall be communicated in writing and agreed upon with the Buyer.

**27. CANCELLATION OF SALES ORDER OR REFUSAL TO LIFT THE GOODS BY BUYER**

- 27.1 Seller do not accept any order embodying cancellation or penalty. Any order may not be cancelled after material has been purchased or manufacturing has begun except upon express agreement of Buyer to pay all the expenses incurred by the Seller and reasonable projection for profit as determined by the Seller.
- 27.2 If an order is cancelled for any reason by the Buyer, the Buyer shall be liable to pay for all material and labour costs incurred by the Seller including but not limited to cancellation costs to suppliers to Seller, work-in-progress, and finished goods if any together with any identifiable, incidental and consequential expenses incurred by Seller in connection with supply of goods under Sales Order.
- 27.3 If Buyer does not lift the Goods as stipulated in the Sales Order on payment due to the Seller or any portion thereof within 10 days of the demand or an extension granted by Seller in writing, the Seller shall have right;
- a) To rescind the Sales Order in its entirety and forfeit the advance / security deposit paid by the Buyer and / or
  - b) To reschedule the Delivery with revised prices if so required and / or
  - c) To sell the Goods or any lot thereof to any other party and recover difference if any from the Buyer and / or
  - d) To debit the storage charges, insurance and handling charges from Buyer for the period Buyer delays the lifting and / or
  - e) To recover from Buyer Contract Price and other dues and damages for loss suffered by Seller.
- 27.4 If Buyer cancels the Sales Order or part thereof or does not abide by these GTC / Sales Order, Seller shall be entitled to forfeit the Advance Payment / security deposit paid by Buyer apart from claiming the damages for any loss suffered by Seller due to this cancellation.
- 27.5 Either party to the Sales Order may at any time terminate / cancel the Sales Order by giving notice to the other party if the other party becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the other party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party for the period prior to the termination of the Sales Order.

  
Signed on behalf of Seller  
M. K. Sharma - President

Signed on behalf of Buyer



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**GENERAL TERMS & CONDITIONS FOR SALE OF GOODS***(As amended up to & effective from 1st October, 2014)***28. CANCELLATION OF SALES ORDER BY SELLER**

- 28.1 The Seller may cancel any Sales Order in full or part within a period of 7 (seven) working days from the date of receipt of Sales Order duly signed by Buyer or anytime due to force majeure reasons. On such cancellation Seller shall promptly refund to the Buyer any sum paid by him and remaining balance as advance or pro-rata value in the books of Seller. The Seller shall not be liable for any loss, damage, interest or costs whatsoever arising from such cancellation.
- 28.2 The Seller may cancel the Sales Order if any of the terms and condition of Sales Order are not complied with by the Buyer, without any liability on Seller and forfeit advance amount and claim losses arisen due to non compliance by the Buyer.

**29. ASSIGNMENT**

Neither the Buyer nor the Seller shall assign in whole or in part their obligations under Sales Order except with prior written consent of the other party. However, Seller shall be entitled to sub-contract necessary items and such sub-contracting shall in no event relieve the Seller or Buyer from any of its obligations, duties, responsibilities or liabilities under the Sales Order.

**30. OVER RIDING EFFECT OF TERMS & CONDITIONS MENTIONED IN SALES ORDER**

- 30.1 The terms and conditions which are specifically mentioned in Sales Order shall have overriding effect over these GTC and for all the items which are specifically not dealt with in Sales Order, these GTC shall be applicable.

**31. SEVERABILITY**

- 31.1 If any provision of these GTC or the Sales Order is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these GTC & the Sales Order and the remainder of such provisions shall continue in full force and effect.

**32. FORCE MAJEURE**

- 32.1 The Seller shall not be liable to the Buyer if unable to carry out any provision of the Sales Order for any reason beyond its control including (without Limitation) Act of God, legislation, war, civil commotion, fire, flood, drought, failure of power supply, lock out, strike, stoppage or other action by employees or third parties in contemplation or furtherance of any dispute or owing to any inability to procure parts or materials required for the performance of the Sales Order.
- 32.2 The Seller shall notify the Buyer as soon as reasonably practicable after circumstances preventing performance arise. During the continuance of such a contingency the Seller may, within its absolute discretion, withhold, reduce or suspend performance of its contractual obligations so far as prevented or hindered by such contingency without liability to the Buyer for any loss or damage whatsoever suffered directly or indirectly by reason of any such withholding, reduction or suspension.
- 32.3 The failure of Seller to perform due to force majeure / aforesaid reasons shall not be a ground for cancellation of the Sales Order by the Buyer but the delivery period shall stand extended and Seller shall not be liable for any loss or damages direct or consequential resulting from the delays in delivery.
- 32.4 Should such contingency continue for more than three months either party may (subject to the Seller repaying to the Buyer any advance payments made for undelivered goods and the Buyer paying for goods delivered) cancel the Sales Order without further liability to the other.

**33. WAIVER**

- 33.1 No waiver of any of the rights of Seller under these GTC or terms of Sales Order shall be effective unless confirmed in writing duly signed by a Director or Power of Attorney holder of the Seller. A waiver shall apply only to the specific circumstances in which it is given and shall be without prejudice to the enforcement of Seller's right in relation to different circumstances or the reoccurrence of similar circumstances.

**34. COMMUNICATION**

- 34.1 All communications / correspondence between the parties in relation to the Sales Order & these GTC shall be in writing only and delivered by hand or sent by registered post AD or Courier & /or by email with receipt confirmation (acknowledgment) from other party. Any change in communication address shall be informed by the parties to this GTC to each other within 7 (seven) days of such changes.
- 34.2 The communication address for the Seller is as below:

Bajaj Steel Industries Limited  
Imambada Road, Nagpur - 440 018 (MS) India  
Tel: +91-712-2720071~80, Fax: +91-712-2723068 / 2728050  
E-mail: bsi@bajajngp.com

Signed on Behalf of Seller  
M. K. Sharma - President

Signed on behalf of Buyer



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**GENERAL TERMS & CONDITIONS FOR SALE OF GOODS***(As amended up to & effective from 1st October, 2014)***35. ARBITRATION**

35.1 If any dispute(s) or difference(s) shall arise between the parties hereto in connection with or arising out of this GTC and/or the Sales Order, the Seller and the Buyer shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution and settlement is reached within a period of 30 (thirty) days from the date of the dispute(s) or difference(s), the same shall be referred to and settled by a sole arbitrator as mutually agreed between the Seller and the Buyer. The venue and seat of arbitration proceedings shall be Nagpur, India and the arbitration proceedings shall be conducted in English language in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modifications thereof and the arbitration award shall be final and binding on the Seller and the Buyer.

**36. GOVERNING LAW AND JURISDICTION**

36.1 Unless otherwise agreed in writing, the Sales Order and these GTC shall be governed by, interpreted by and construed in accordance with the laws of India without giving effect to its principles of conflict of laws and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts at Nagpur, India only.

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Signed on Behalf of Seller  
M. K. Sharma - President

Signed on behalf of Buyer



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**Annexure 'A'***(Annexure to General Terms and Conditions for Sale of Goods as amended up to & effective from 1<sup>st</sup> October 2014 and forming part thereof)***Present Places of Business As On 01.10.2014***[Refer Clause 1.10 & 2.1(K) ]*

Sr No	Particulars of Establishment / place of Business	Address
1.	Registered office	Bajaj Steel Industries Limited, Imambada Road, Nagpur - 440 018 (Maharashtra)
2.	Factory / Plant	Bajaj Steel Industries Limited, Imambada Road, Nagpur - 440 018 (Maharashtra)
3.	Factory / Plant	Bajaj Steel Industries Limited C-108, Hingana MIDC Industrial Area, Hingana Road, Nagpur - 440 028 (Maharashtra)
4.	Factory / Plant	Bajaj Steel Industries Limited G-108, Butibori MIDC Industrial Area, Butibori, Nagpur - 441 122 (Maharashtra)
5.	Factory / Plant	Bajaj Steel Industries Limited D5/2, Hingana MIDC Industrial Area, Hingana Road, Nagpur - 440 028 (Maharashtra)
6.	Factory / Plant	Bajaj Steel Industries Limited Plot No D-4, Hingana MIDC Industrial Area, Hingana Road, Nagpur - 440 028 (Maharashtra)
7.	Factory / Plant	Bajaj Steel Industries Limited G-6 & G-7, Hingana MIDC Industrial Area, Hingana Road, Nagpur - 440 028 (Maharashtra)
8.	Branch Office	Bajaj Steel Industries Limited Room No S-52, First Floor, Cotton Exchange Building, C S No 265/145, Cotton Green, Parel, Shivdi Divn, Mumbai - 400 033 (Maharashtra)
9.	Depot	Bajaj Steel Industries Limited Godown No 72, Sahajanand Estate Co-operative Housing Society, Near Lalji Mulji Transport, Sarkhej Ahmedabad - 302 210 (Gujarat)
10.	Addition / New	Such other place of business or establishment as may be added by the Seller from time to time.



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**Annexure - 'B'***(Annexure to General Terms and Conditions for Sale of Goods as amended up to & effective from 1<sup>st</sup> October 2014 and forming part thereof)***Bank Details**

(Refer Clause 8.7)

**A. The present Bank details for Indian Domestic Payments is as below:**

Name of Bank	Axis Bank Ltd., M.G. House, Rabindranath Tagore Road, Besides Board Office Civil Lines, Nagpur-440001	Tel: +91 712-6621800, 6621801 / 6621802, 6621810 Mr. Premchand Nimje : Mob:098230 75590 E-mail: premchand.nimje@axisbank.com
Beneficiary's Name & Address	Bajaj Steel Industries Limited, Imambada Road, Nagpur-440018, India	Tel: +91 712 2720071~80, Fax: +91 712 2723068/2728050 E-mail: bsi@bajajngp.com Contact Person: Mr. Abhinav Surelia Mob: +91-91589 89536
Cash Credit A/c. No. <b>911030047814071</b>		RTGS Code: UTIB0000048

**OR**

Name of Bank	State Bank Of India, Kingsway Branch, Nagpur - 440 001	Tel: +91 712-2808416, 2808420 / 2808449, 2808439
Beneficiary's Name & Address	Bajaj Steel Industries Limited, Imambada Road, Nagpur-440018, India	Tel: +91 712 2720071~80, Fax: +91 712 2723068/2728050 E-mail: bsi@bajajngp.com Contact Person: Mr. Abhinav Surelia Mob: +91-91589 89536
Current Account Number : <b>30780419257</b>		RTGS Code: <b>SBIN0000432</b>

**B. The Present Bank Details for US\$ remittances is as below**

Name of Crediting Bank	Axis Bank Ltd., M.G. House, Rabindranath Tagore Road, Besides Board Office Civil Lines, Nagpur-440001 EEFC Current Account No. <b>048020200019062</b> of Bajaj Steel Industries Limited	Tel: +91-712-6621810 / Fax: +91-712-6621850 E-mail: premchand.nimje@axisbank.com Swift Address : <b>AXISINBB048</b>
Name of Correspondent Bank	J.P.Morgan Chase Bank, 270, Park Avenue, New York, U.S. A. <b>Account No. 001-1-407376 of Axis Bank Ltd.</b>	Swift Address: <b>CHASUS33</b>
Beneficiary's Name & Address	Bajaj Steel Industries Limited, Imambada Road, Nagpur-440018, India	Tel: +91 712 2720071~80, Fax: +91 712 2723068/2728050 E-mail: bsi@bajajngp.com Contact Person: Mr. Abhinav Surelia Mob: +91-91589 89536

**C. The Present Bank Details for EURO remittances is as below**

Name of Crediting Bank	Axis Bank Ltd., M.G. House, Rabindranath Tagore Road, Besides Board Office Civil Lines, Nagpur-440001	Tel: +91-712-6621810 / Fax: +91-712-6621850 E-mail: premchand.nimje@axisbank.com Swift Address : <b>AXISINBB048</b>
Name Of Intermediary Bank	J. P. Morgan Chase Bank, Grueneburg Weg 2, Frankfurt Am Main 60322, Germany <b>IBAN NO. DE81501108006231605392 of Axis Bank Ltd.</b>	Swift Address: <b>CHASDEFX</b>
Beneficiary's Name & Address	Bajaj Steel Industries Limited, Imambada Road, Nagpur-440018, India Cash Credit Account No. <b>911030047814071</b>	Tel: +91 712 2720071~80, Fax: +91 712 2723068/2728050 E-mail: bsi@bajajngp.com Contact Person: Mr. Abhinav Surelia Mob: +91-91589 89536



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**Annexure - 'C'**

*(Annexure to General Terms and Conditions for Sale of Goods as amended up to & effective from 1<sup>st</sup> October 2014 and forming part thereof)*

**EXCLUSIONS**

(Refer Clause 22.2)

Normally any of the following items if not expressly included in the Sales Order in the scope of the Seller, shall be in the scope of Buyer.

1. Land & land developments, boundary walls, fencing;
2. All civil work foundations such as factory floor, mezzanine, masonry wall,
3. Unloading, storage and handling of the goods supplied;
4. Roads;
5. Insurance from seller's premises to site for goods.
6. Inland transportation;
7. Insurance cover for all properties / assets;
8. Machinery & other materials shifting (at site ;)
9. Weighbridge;
10. All lighting arrangements in and out of the plant shed and in the premises of the plant.
11. Material Handling devices and workforce
12. Canteen, drinking water facilities and other utilities
13. Fire Fighting Equipments;
14. Water Storage, Tanks, Humidification Pipelines & other pipelines;
15. Onsite layout, construction requirements, wind speed, Soil Bearing Capacity Test (SBC) and suitability of the indicated arrangement with legal requirements;
16. All Buildings; including factory, storage, office and guest house etc.
17. All furniture
18. Motor Vehicles / trolley and other vehicles
19. Electrical connection charges payable to electricity board and licensing fee.
20. Transformer & civil work for transformer.
21. All work related to bring High Tension (HT) Electrical line up to Transformer.
22. Earth pits, transformer earthing wires and transformer testing charges;
23. Contract work for commissioning of sub-station, transformer and earthing wires;
24. Contract work for laying of all cables supplied by the seller;
25. All lighting arrangements in & outside of the plant shed and in the factory premises;
26. All the accessories, cables and cabling work for lighting arrangements;
27. Civil work for preparing trenches for laying cable on the factory floor or from Power Control Center (PCC) panel to Motor Control Center (MCC) panel or any other as required;
28. Auxiliary power supply like Diesel Generating Set and its accessories etc.
29. Power supply for operating of various tools for erection work;

Contd. ....



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**Annexure - 'C'**

30. All necessary unskilled labour, tools, consumables, Lathe machines or a small work-shops , welding machines, gas cutting set with oxygen, any other cutting devices , chain pulley / lifting equipments, cranes, screw jack, spanners, alien key, tap sets, Hammer, files, drill machines, Drill bits, hand grinder, grinder wheels, chisel, emery paper, nylon rope, wire rope, wire rope clamps, chain, center punch, Plumbs, civil tools, plumb-bob, triangle / right angle, water level tube pipe, piano wire, dowel rod, steel measurement tape, packing tape, Teflon tape, m-seal, steel scale, pipe wrench, screw driver, welding screen, welding glass for screen, welding goggles, welding holders for machine, welding cable, gas cutting torch, regulator for LPG, Nozzle for gas cutting, hose pipes for gas cutting set, permanent makers, safety belt, safety helmet, etc;
31. Removal and diversion of overhead cables and any other obstructions to facilitate safe working;
32. Fibre testing and other laboratory equipments;
33. Worker utilities such as masks, caps, helmets, gloves, goggles & dresses;
34. Tractors & Tractor Attachments;
35. Seed cotton storage, raw cotton storage, bale storage;
36. Electric motors, On/off switches Board, Electrical Cables, capacitors, & power distribution equipments/materials, Panel Boards, ELCBs, Local Technicians / Helpers, etc;
37. Hydraulic oil, other oil, grease or lubricants for Goods;
38. Bale packaging material;
39. Seed Packaging Material;
40. Seed Bagging Sealing Machine;
41. Windows, shutters and ventilators;
42. Covering for trenches , Rain Caps, etc .
43. All covers for electrical motors wherever installed in open condition.
44. Any security & safety devices;
45. Diesel, gas/kerosene for humidification system;
46. Operators, operating staff, Managers and administrative staff etc;
47. Maintenance, maintenance engineer;
48. Pre-operative expenses;
49. Freights;
50. Inland duties & taxes at destination;
51. Statutory approval / fees / necessary permissions; etc.
52. Working Capital and Finance arrangements for the project
53. Erection & commissioning where not included in the scope of Buyer.
54. Travelling Tickets, Lodging, Boarding, medical expenses (if any), Overseas Insurance ( if any ).
55. Phone expenses, any other communication media like internet etc. to enable Sellers erection and commissioning staff to Seller's Officers at Nagpur India.
56. Out of pocket expenses, for erection and commissioning staff @ US\$ 25 per day and technicians @US\$ 15 per day payable to Seller's people at site and Buyer to send the statement of account to Seller for his information.
57. Per diem charges for Seller's staff @US\$100, Skilled Technician US\$75, Assistant Technician US\$50 per day beyond stipulated period of erection and commissioning not exceeding 60 days from the date of arrival at site. This will be responsibility of the Buyer that work is properly co-ordinated at site as



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Principle Employer and completed within 60 days of starting of the work. Any delay shall be chargeable to the account of Buyer and paid directly to Seller's Account.

58. To allow Bajaj technicians to attend the guidance work at other sites for short period without affecting work at the site of Buyer on request of Seller.
59. Any other item which is not specifically covered under the Sales Order for scope of Seller.

The Buyers are requested to carefully consider these items to get clarity about the scope of supply of the Seller and the arrangements in the scope of Buyer or get them specifically included in the Sales Order if Buyer so desires by considering prices / value and other considerations for items required by Buyer to be covered under scope of Seller.

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