

## **IMPORTANT : Do not make payment of any Bill in Cash make by DD or Cheque Only.**

Terms of sales: 1) our responsibility ceases ex our premises, for breakage or any sort of loss whatsoever. (2) Printed Drums and Drums once soiled /filled/used will not be taken back or replaced old drums will not be taken back or replaced. (3) Customers shall have to bear the transport charged to and fro in case they reject and return only the new drum to our works for any reason what so ever. (4) 24% interest p.a. will be charged if the bill is not paid within 2 weeks or credit period stipulated. (5) Inspection: customers can inspect the drums before dispatch if they so desire. No inspection or testing can be done by us at customer's premises. (6) variation in the weight of the drums, + or - 5% is to be accepted by customer due to variation in the blow Moulding Process. (7) This sale is subject to General Conditions to sale given on reverse.

### **GENERAL CONDITION OF SALE FOR MACHINOGRAPH POLYCONTAINERS (I) PVT. LTD.**

In these conditions the company mean **Machinograph Polycontainers (I) Pvt. Ltd.** and the Agreement. Means these recognition together with any Contact in which they may be incorporate by reference otherwise.

**1.RULING CONDITIONS :** The company's product means HM/HDPE Barrels, containers Jerry cans and other Plastic Blow moulded Articles. The Products are sold upon the following terms and condition (save as varied pursuant to clause to 2. Here of) to the exclusive of any and all printed terms and condition of the Buyer which shall not form part of the Agreement. Acceptance of any tender of quotation for delivery of any product shall imply acceptance of these conditions in respect thereof.

**2.FUTURE CONTRACTS :** It subsequent to any contract of sale which is subject to these conditions contract of sale is made with the same buyers whether by letter or by telegram or orally or otherwise without express reference to any condition such contract shall be deemed to be subject to these Conditions.

#### **3.QUOTATION PRICE, PAYMENT AND TRANSFER OF PROPERTY IN GOOD:**

Quotations only refer to products specified therein and which are available for execution of the order when received. Prices are based on the cost of material, components, tabor transports and statutory obligations ruling at the date of tender of contract and may be revised and varied by the Company should these cost increase at any time before delivery of the Company on the market prices of raw material and components. Unless otherwise agreed price are strictly next ex the Company's Works and do not include the cost of packing, carriage, freight and insurance which will be charged to or paid by the Buyer: Payment in full in respect of any goods shall be due upon presentation of the Company's invoice. Until payment in Buyer ties been effected the property in the goods shall remain vested in the Company but the goods shall be at the sole risk of the buyer who shall insure and keep the goods fully insured against all and every risk (the buyer to provide Satisfactory epically but without Prejudice to the generality of the forgoing, Damage by the Buyer or third parties, fire explosion, aircraft, tempest and flood. The buyer as and from delivery until payment in full for the goods has been made shall also be responsible for the maintenance and care thereof and will indemnify the company against any damages caused to the goods should payment in full not be made.

**4.DELIVERY DATES:** Any date or period for delivery or any date delivery stated in the agreement (I) shall date from receipt by the Company of a written order and shall be subject to receipt of all necessary instruction, license, letters of credit, deposit payment , el(arid(if) is intended by the company and accepted by the Buyer its being an estimate only. Not given rise to contractual obligation. The Buyer shall not be entitled to rescind the Agreement of reject any goods or claim damages on account of delay unless tile Company fails to make delivery within a reasonable time having regard to all the circumstance including the matters referred to in Condition 10.The company shall not in any event be liable for any special, consequential or indirect loss or damage (including but without limitation any loss of suffered by the Buyer as a result of any delay in or failure of delivery.

**5.DESPATCH:** All the Company's goods are forwarded it the Buyer own risk. In case of goods for export or goods sold delivery ex the Company works the Company cannot accept responsibility for damage or delay during transit unless it has specifically agreed in writing to cover

such risk by insurance.

**6.PERFORMANCE, MEASUREMENTS AND QUALITIES:** Although carefully computed must be considered approximate only and are not guaranteed.

**7.ILLUSTRATIONS, SPECIFICATION, ETC.:** (including any contained in the company's leaflets are intended to present a general idea of the goods described therein but are not binding and are subject to variation in design and specification.

**8.VALIDITY:** The Company's tenders are open for acceptance for 30 days from date thereof unless previously withdrawn, expect quotation abroad which will be upon for acceptance 40 days from date thereof. Any order based upon the company's tenders are subject to its written acknowledgment and are acceptable only so far as they contain no confusion at variance with its condition of sale.

**9.CLAIMS FOR NON-DELIVERY AND ACCEPTANCE OF GOODS:** (a) All claims for non-delivery of any consignment shall be made in writing To the Company and any carrier engaged by the company within seven (7) days after the date of the Company's invoice (b) The Buyer shall be deemed to have accepted the goods as being in accordance with the order unless notification of noncompliance or defects is received by the company within 7 days of receipt of goods by the Buyer.

**10.FORCE MAJEURE:** If either party is delayed or hindered in or prevented from performing any of its obligations under the agreement by reason of act of God, fire flood accident exposing, breakdown or failure of plant or machinery of Elec., power, war , riot, civil disturbance strike tabor dispute, acts, orders or regulation of government failure (whether partial or total) or of shortage in any of the Company's or its suppliers existing or contemplated source of material (Including parts and components) or fuel or tabor or transport whether such failure or shortage be existing or apprehended by the Company failure of any supplier or subcontractor of the company to perform any contract with the Company or by reason of any cause whether or not of the same nature as the foregoing beyond its control, it shall be under no liability to other in respect of non-performance of such obligation but the time for performing the same shall be extended until the operation of causes preventing, hindering or delaying the performance thereof has ceased.

#### **11.LIMITATION OF LIABILITY AND EXCLUSION OF LIABILITY FOR AND INDEMNITY AGAINST CONSEQUENTIAL LOSS:**

a) The company's responsibility ceases either premise. The Company is not responsible for any breakage or shortage in the products after delivery to buyer or transporter. (b) Any liability of the company whether express or implied by statute or custom of the trade or otherwise and whether as to quality condition performance merchantability fitness for any purpose or otherwise are expressly excluded and subject only to paragraphs (a)above. The Company shall be under no liability whatsoever in contract or in fort for in respect of any loss or damage (including illness, personal injury or death) whatsoever resulting from out of the goods or any defect therein or the supply or use thereof whether caused by the Company's negligence or otherwise and the buyer shall indemnify the company against all claims and expenses tracing from or incurred by reason of any loss injury or damage so sustained by any third party.

**12.CANCELLATION:** The Buyer shall have no right in right in any circumstances; to cancel the Agreement or any installment or order There under without the prior written consent of the company and subject to compliance by the Buyer with such

requirements (including requirements as to the payment of adequate compensation) as the company may impose as a condition of giving such consent.

**13.TERMINATIONS:**The company shall be entitled, without prejudice to its other right & remedies, either to terminate wholly or in part the Agreement or any or every other contract with the Buyer or to suspend any further deliveries under the Agreement of any every other such contract in any of the following events.

(I) If any debt due and payment by the Buyer to the Company is unpaid.

(II) If the Buyer has wrongfully failed to take delivery of any goods under the Agreement or any other contract as aforesaid.

(III) If the Buyer becomes insolvent or being a body corporate has Receiver appointed or passed a resolution for winding up a court makes an Order to that effect or being an individual for partnership makes any composition or arrangement Order made against him or them.

**14.COMPANY'S LEIN ON BUYERS GOODS:** The company shall have a lien over all goods of the Buyer in the possession of the Company for any sum due to the Company or any of its Subsidy Companies from the Buyer under Agreement or any other Contract.

**15.MULTIPLE ORDERS:** The Company relay deliver orders for more than one product individually and each product shall be deemed to be sold under a separate contract and no failure or delay in delivery of any product nor any defect therein shall entitle the Buyer to treat the contract as repudiated with regard to any remaining item covered by the order.

#### **16.PROVISIONS OF DRAWINGS ETC BY BUYER:**

(a) All mounds and specifications and information to be provided by the Buyer in connection with the Agreement shall be furnished to the Company in such forms and by such dates as will enable the Company to perform its obligations under the performance of the Company's obligations shall be extended accordingly (b) The Buyer shall indemnify the company against all costs expenses damages and penalties incurred by the Company as a result of or in connection with any infringement or any patent trademark design or any other right whether or not of the same nature as the foregoing to which any third party may be entitled arising out (if the use of any drawing designs specifications or other information furnished or Instructions given by the by the Buyer in connection with the Agreement

**17.MISREPRESENTATIONS:** Any error omission misrepresentation or misstatement in file Agreement or in the course of negotiations leading thereto shall not (unless the error commission misrepresentation or misstatement relates to a matter materially affecting the value of the products and the Agreement has been entered into in reliance thereon) shall either party be entitled to any damages or compensation in respect thereof.

**18.WAIVERS:** The company's rights and remedies shall not be prejudiced by any indulgence or forbearance to the Buyer and no waiver by the company of any breach by the Buyer shall operate as a compensation in respect thereof.

#### **19.ASSIGNMENT:**

I)The Agreement or any part hereof shall not be assigned by the Buyer without the prior consent of the Company.

II)The Company shall have the right to assign the Agreement to any subsidiary.

**20.ARBITRATION:** Any question dispute or difference in connection with the contract including questions arising on the termination or determination of contract shall to be mutually agreed upon by both the parties to failing agreement, the said arbitration proceedings shall be governed by the Arbitration Act of 1940. The parties hereby submit the jurisdiction of the Court Bombay in connection with the said arbitration proceeding and all application connected therewith.

**21.CONDITIONS:** These Conditions of sale may not be varied except under the hand of the Company's Partner.

**22.THE CONTRACT AND THESE CONDITIONS:** Shall in all respects be constructed and operate as an India, contract and in accordance with and governed India Law.