



# PATLON INTERLOCKS INDIA PRIVATE LIMITED

<b>TITLE</b>	General Sales: Terms & Conditions	<b>DOC NO</b>	PIIPL/GSTC/01
<b>DEPARTMENT</b>	Sales Department: Export	<b>DATE</b>	2023-2024

1	Interpretation	In these conditions <b>Seller</b> would be referred as Patlon Interlocks India Pvt. Ltd. and <b>Buyer</b> would be referred as any person, company or firm whose Purchase Order is accepted by the Seller in writing or mail.
2	General	<p>A quotation does not constitute a binding offer and the terms of the quotation can be changed by the Seller without notice at any time up until the Seller accepts in writing a purchase order from the Buyer.</p> <p>The Sellers goods are not tested with any specific end use in mind but the Seller takes utmost responsible steps to ensure that the goods are as per the specifications in the contract/order. Orders which are accepted by the Seller cannot be cancelled by the Buyer except with the agreement of the Seller and on terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including the cost of labor and raw materials) damages charges and expenses incurred by the Seller as a result of cancellation.</p>
3	Price	The price quoted shall be valid for 30 days unless confirmed otherwise in writing by the Seller. The Seller reserves the right by giving in writing or notifying to the Buyer orally at any time before delivery to increase the price of goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller, such as any foreign exchange currency fluctuation, alteration of duties or significant increase in labor and raw material cost.
4	Payment Terms	<p>The Buyer shall pay the price of goods against Proforma Invoice. If any defect appears after dispatch, this is not to interfere with the rendering of payment by the Buyer. The time of payment of the price shall be of the essence of the contract.</p> <p>If the Buyer fails to make the payment on the due date, then without any prejudice to any other right the Seller shall be entitled to charge the Buyer minimum 5% to maximum 10% per annum from the date when such payments fall due until the date of which the payments are received.</p>
5	Terms of Delivery	<p>In these conditions unless otherwise requires, any term or expression which is defined or given a particular meaning by the provisions of "Incoterms" shall have the same meaning, but if there is any conflict between the provisions of Incoterms and these conditions the latter shall prevail.</p> <p>The Buyer shall be responsible for complying with any regulations and legislation governing the importation of goods into the country of destination and for the payment of any duties thereon. The goods shall be delivered Ex-works the air or sea port of shipment and the Seller shall be under no obligation to give notice under applicable sections.</p> <p>The Buyer shall be responsible for arranging and inspecting of the goods at the Sellers premises before shipment. The Seller shall have no liability for any claim in respect of any defect in the goods which would be apparent on inspection and which is made after shipment, or in respect of any damage during transit.</p> <p>Payments of all amounts due to the Seller shall be made by irrevocable letter of credit opened by the Buyer in favor of the Seller and confirmed by a bank acceptable to the Seller.</p>
6	Passing of Risk	<p>Goods will be securely packed worthy of air or sea shipment after receiving forwarding instructions from the Buyer. Carriers to be determined by the Seller in the absence of specific instructions from the Buyer.</p> <p>The Buyer must inform the Seller by writing within 60 days of receipt of goods that they wish to return the goods. Any goods returned or refused without the Sellers consent will not be accepted for credit.</p> <p>Any dates quoted for delivery of the goods are approximate only and the Seller shall not be liable for any delay in delivery of the goods whatsoever caused.</p>
7	Inspection Charges	All Routine, Operational & Functional Tests on the materials will be conducted at our works & will be termed final. If third party inspection arranged by the Buyer is agreed, it should be carried-out within 2 weeks from the date of intimation of readiness of the equipment. All Inspection expenses will be to Buyer's account.
8	Cancellation & Penalty Clause	There are no firm commitments, any delay will not be subject to cancellation or penalties.



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9	Delivery Period	The goods will be delivered within 4-6 weeks after receipt of your techno-commercial clear P.O. and final approval of drawings. The final manufacturing work will be taken up only after receiving drawings duly approved & signed by you/your consultant as final manufacturing clearance. However, the delivery period can be improved to meet your urgent requirements.
10	Warranty	<p>Subject to the conditions set below the Seller warrants that the Goods will correspond with their specification for a period of 12 months from the date of manufacturing OR 18 months from the date of dispatch, whichever is earlier, against all manufacturing defects, faulty materials, and bad workmanship etc.</p> <p>The Seller shall be under no liability in respect of any defect in the goods arising from changes in drawing/ design or specification supplied by the Buyer after the manufacturing clearance.</p> <p>The Seller shall be under no liability in respect of any defect arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing) misuse or alteration or repair of the goods without the Seller's approval.</p> <p>The Seller shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the goods has not been paid in cleared funds by the due date for payment. The above warranty does not extend to parts, materials or equipment not manufactured by the Seller in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.</p> <p>Any claim by the Buyer which is based on any defect in the quality or condition of the goods or their failure to correspond with specification shall (whether delivery is refused by the Buyer) be notified to the Seller within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the goods had been delivered in accordance with the contract.</p>
11	Validity	Quoted prices are valid for 180 days from the date of this offer & any further extension thereafter is subject to our written concurrence only.
12	Force Majeure	Every effort will be made to deliver the goods within the scheduled delivery period, but we take no responsibility for any delay occasioned by causes beyond our control known as "Force Majeure".