

Here, "SUPPLIER" refers to Oriental Compressor Accessories Pvt Ltd., who has issued Sales Quotation in response to Request For Quotation (RFQ) / Indent/Enquiry of the Purchaser while "PURCHASER" refers to the proprietorship/company/partnership/ in whose favour the Sale Quotation is issued, which shall include all its legal successors in title and permitted assignees.

1. OFFER VALIDITY:

This offer/Quotation shall remain valid until 30 days from the date of offer/due date of enquiry, which we reserve our right to extend unless otherwise mentioned in the Quote.

2. PRICE/PAYMENT TERMS:

2.1. All quotation prices are on Ex-works Unpacked – Oriental (Kolkata), Packing charges of 3% shall be extra on Ex- works prices. Unless otherwise mentioned in the offer.

2.2. GST shall be extra on at prevailing rates under the law.

2.3. STATUTORY VARIATION: Any variations on any other government levies shall be borne by the customer as applicable at the time of dispatch.

2.4. Any bank transfer fees incurred shall be borne by the Purchaser.

2.5. Unless otherwise agreed, the Purchaser undertakes to pay the purchase price without deduction and in the agreed currency in any of the following manners as mentioned in the Quote: -

a. 100% advance along with Techno-Commercial clear order.

b. 100% advance against Proforma invoice when goods are ready:

c. The Payment should be made within 15 days of the receipt of the Proforma Invoice.

d. 100% Dispatch Documents Through Bank (DDTB):

e. The Payment should be realized within 21 days against retirement of all relevant documents presented to the Buyer's Bank.

2.6. After the expiry of the 15 days / agreed period of acceptance of the materials dispatched, the Purchaser shall automatically - be in default of payment. In that case the Supplier shall be entitled to demand default interest at a rate of 24% above the base interest rate p.a. If the Supplier is able to prove greater damage caused by the default payment as a compensation for loss suffered by the supplier as per MSME act 2006.

2.7. If after the Contract has been concluded it becomes apparent that the Supplier's payment claim is at risk because of a lack of solvency on the part of the Purchaser, the Supplier can refuse to supply the material and can stipulate a reasonable period within which the Purchaser must pay **contemporaneously against delivery or furnish security. If the Purchaser refuses or the period expires to no avail the Supplier shall be entitled to rescind the Contract and to demand damages, which the supplier might have incurred during the process.

2.8. If the Purchaser is not ready to accept the shipment of the material within 60 days after the suppliers goods are ready, supplier will have the option of billing storage charges or cancel the order and forgo the advance given if any.

** But the Buyer has to make the payment, as it seems the delivery has been done

3. DELIVERY TERMS:

3.1. As mentioned in the main offer /Quote. The said period shall begin from the date of acceptance of the order and the delivery time states by the Supplier shall not begin until all the of the information necessary for fulfilling the contract from the purchaser and the payment obligation agreed for the supply has been fulfilled. If the Purchaser does not fulfill his obligations, the parties shall jointly determine a new delivery date.

3.2. If the failure to comply with the delivery deadline is due to Force Majeure (e.g. Mobilization, war, uprising, Natural Catastrophes) or similar events for which Supplier is not responsible (e.g. Industrial disputes, strike, lock-out, administrative measure, operational disruption due to fire or due to restrict supplies to waste removal from the plant, etc.) or at the sub supplier, the delivery time deadline shall be automatically extended by the periods during which the above describe event or the effect thereof persists plus a reasonable start-up period. The Supplier shall notify the Purchaser of the commencement and the end of any such circumstances without delay. The purchaser shall have no claim to seek compensation for this.

3.3. Any statutory penalty/Liability imposed by any authority during transportation/inspection including but not limited to deficiency in license/permission/ /approval shall be payable by the purchaser.

3.4. All charges towards transportation shall be borne by the Purchaser unless otherwise mentioned in the main offer or agreed terms mentioned in the terms of order acceptance.

3.5. Any demurrage and other charges levied by the transporter for delays in unloading shall be borne by Purchaser and settled directly by the Purchaser with the transporter.

3.6. Delivery of the goods to the Purchaser on one more occasion shall under no circumstances imply that the orders have been accepted upon the Purchaser's terms and conditions insofar as they deviate from the Suppliers' offer.

4. INSURANCE:

4.1. Transit Insurance will be borne by the Purchaser or if it is agreed on offer that supplier will take care of the transit Insurance then the Purchaser will be covered under Supplier's open policy.

4.2. Claims for any short shipment made by the Purchaser must be mentioned in the Consignment Note of the Transporter/Carrier/Courier Company at the time of receiving the consignment and the same has to be intimated to the Supplier within 7 days of receipt of the consignment or 21 days from the date of dispatch, whichever is earlier. No Claims will be entertained thereafter. For any loss or damage in transit customer will lodge their claim directly with the insurance company. Supplier absolves itself of all responsibility or liabilities arising out of these losses or damage in transit.

5. GUARANTEE:

5.1. Our Products will be guaranteed for 2500 HRS of operation under Normal Working Condition or 6 months from the date of dispatch, whichever is earlier, unless otherwise agreed in the offer/Quote.

5.2. In case of any claims Supplier shall have the right to conduct inspection and Supplier liability shall be limited to repair or replacement at supplier's option. In such Case Supplier shall not assume any direct, indirect or consequential losses arising from any defected part or guarantee claim. In case of any repair and/or replacement, handling and transportation costs from Purchaser's place to Supplier and back to Purchaser's shall be borne by the Purchaser.

5.3. This Guarantee will automatically lapse if any spurious spares parts are used on the machine or any unauthorized repairs are carried out by the customer during the guarantee period.

5.4. The effects of corrosion, erosion, misuse, improper installation (if not by the Supplier), neglect wear and tear are specifically excluded from Supplier's guarantee.

6. REGISTRATIONS:

6.1. NSIC:-We are registered with NSIC (PHOTOCOPY OF REGN.CERTIFICATE ENCL) and are exempted from payment of EMP or security deposit. We are also eligible for price preference accordingly. Authenticity of the certificate can be checked www.nsicsonline.com

6.2. UDYOG AADHAR :- Copy of the Udyog Aadhar Certificate can be sent on request.

6.3. MSME Act: - We are a Micro Organization under MSME Act. Our MSME NO. 190171101992 (Copy Enclosed) and are entitled to Penal interest in case of delay in Payment.

7. MATERIAL REJECTION AND RETURN:

7.1. The Purchaser has to inform the Supplier about the rejection of material within 7 days of receipt of the material or 30 days of payment whichever is later.

7.2. No goods may be returned by the Purchaser for any reason without Supplier's prior written approval.

8. RESOLUTION OF DISPUTES AND ARBITRATION:

Any Dispute in respect of which amicable settlement has not reached within 30 days shall be finally and conclusively settled by arbitration by a sole arbitrator to be appointed by the Director of the Supplier. The following provision shall apply to any arbitration proceeding:-

8.1. Arbitration shall be in accordance with the provision of Arbitration and Conciliation act 1996 and its modification/enactments thereof.

8.2. The language to be used in arbitration proceeding shall be English.

8.3. The place of arbitration shall be under jurisdiction of Kolkata Only.

8.4. The arbitration shall be carried out in accordance with the laws of India.

8.5. The award shall be final and binding to both the parties.

8.6. Undisputed obligations shall continue during pendency of arbitration proceedings.

9. GOVERNING LAWS:

The Sales Quotation shall be governed by the laws of India and the Honorable Courts of Kolkata, West Bengal (India), shall have exclusive jurisdiction.

10. GENERAL TERMS AND CONDITIONS:

10.1. Supplier reserves the rights to, and the intellectual property rights of any pictures, drawings, calculation, information, whether of tangible or intangible nature, as well as to other documents ("Information). The purchaser shall only receive the right to use the information for the purpose of the contract negotiation or for carrying out the Performance. No other use is permitted.

10.2. Tools and appliances for producing and testing the Goods/Performance shall become or remain the sole property of Supplier even if the purchaser bears tooling cost, the cost of appliances and /or development cost either in whole or in part.

10.3. The Purchaser shall provide the supplier with suitable tools and appliances which are free from any defects, free of charge if and to the extent that said tools and appliances are needed to fulfill the Supplier's contractual duties.

10.4. In no event shall Supplier shall be liable for any consequential loss or damage suffered by the Purchaser's arising out of or connected with this contract in any way whatsoever.

10.5. As an unpaid vendor, Supplier shall retain the property rights of the goods supplied and its right of lieu and any other right and/including right for resale until full value there of as per the sales invoice raised by Supplier is fully paid.

10.6. The Purchaser undertakes to keep all business information and/or know-how, of which the purchaser is aware, confidential, also beyond the duration of the business relationship.

10.7. The purchaser will have to defend the Supplier against any Civil or criminal case brought against the supplier by any third party for marking goods with any trademark or trade name as requested by the purchaser. The supplier should be held harmless from any damages or loss resulting there from.