



TERMS AND CONDITIONS

DEFINITION:

Buyer shall mean MARGEN IMPEX PRIVATED LTD, 'Seller' shall mean and include any person, firm or company & contractor/ vendor on whom this order placed.

COMPLETE AGREEMENT:

This terms and conditions of this Purchase constitute the complete agreement between parties. The order acceptance should be given by the seller immediately on receipt of the Purchase Acceptance shall be assured to have been given.

CONTROL REGULATIONS:

The Supply and dispatch should be arranged in strict conformity with the regulations in force from time to time.

CONDITIONS OF CONTRACT:

All the terms and conditions specified in the contract shall be honored by the seller. No changes shall be accepted on the prices as well as other terms and conditions without a formal acceptance in writing by the Buyer.

DOCUMENTS:

The Seller should ensure the proper documents accompany all consignments to the Buyer's works at G.I.D.C, Vithal Udyognagar – 388 121. Any defects in the documents shall be at the risk of the Seller. All Delivery Challans & Invoices should bear the

Purchase, Delivery challan reference, Excise Gate Pass and the Test Certificate/ Guarantee Cards without fail. Failure to comply with this condition may result in delay in acceptance of materials and consequently payment against the Seller's invoice. All Invoices/ Bills should be addressed to Margen Impex Private limited, Plot-801, Zone- E12, Phase- IV, G.I.D.C, Vithal Udyognagar, Dist. Anand– 388 121, Gujarat, India

ACCEPTANCE:

It is a condition of the contract in addition to all warranties and conditions implied that the goods shall be good materials, workmanship, merchantable, manufactured for the purpose intended and free from all defects and their sale or use does not infringe any patents registered design trademarks or trade name. The Seller shall be fully responsible for any such infringement. Acceptance of any goods shall not discharge the Seller from liability and damages or other legal remedy in any breach of any condition or warranty and condition herein or implied by law. If shall be entitled to reject the defective goods. Irrespective of the goods being inspection at the Seller's place the final inspection shall be at the place specified by the Buyer in the Purchase and other such destination specified in the order and until then in no event the Buyer shall be deemed to have accepted such goods.

REJECTED MATERIALS:

All rejected materials shall be held at the Seller's risk and should be collected by the seller at his cost within 7 days from the date of intimation of rejection. The Buyer reserves the right to dispose of such rejected materials, if the seller fails to remove them within the time allowed and the entire expenses involved shall be to the account of the Seller.

The goods rejected shall not count as having been delivered and if there is any delay in making good the defective materials the

Buyer reserves the right to make the materials good fit for its purpose in which case the seller shall be debited with the cost of such rectification.

WARRANTY:

The Seller shall be responsible and be liable to replace the goods free of cost or at the option of the Buyer the goods supplied under this order or any part thereof that need replacement or repair by raising of any defect in the composition or substance of materials, defect in workmanship or process of manufacture or in the design in goods brought to the notice of the seller within 12 months of use, or within the warranty period specified by the seller whichever is later.



// 2 //

Rights of the Buyer” The Blue print of drawings or specifications which may be furnished to the supplier are the sole property of the Buyer, and the Seller of no account shall disclose any manufacturing information or part with such drawings to any third party without the written consent of the Buyer. The Buyer reserves the right to cancel or amend the order of any part thereof without assigning reasons.

The Buyer assumes no obligation for any goods delivered in excess of those ordered and reserves the right to reject and return part or whole of the consignment. The Buyer shall be entitled to recover from the seller any sum due to him on account of charges, penalty or otherwise whether in respect supplies under this order or under any other previous Purchase/ Work Orders by deducting such sum from the amount due by them to the seller in respect of supplies made under this order or any of the prior or subsequent orders. The Seller shall not without the written consent of the Buyer advertise or announce that he supplies goods to the Buyer.

FORCE MAJEURE:

The Buyer shall be under no liability for failure to accept deliveries of goods against the subject order when such failure is due

to act of god, fire, earthquake, floods, strikes, lockouts, lab our troubles, transportation, embargoes and other similar causes beyond the control of the Buyer.

DISPUTE AND JURISDICTION:

This contract is deemed to have been entered into between the Buyer and the Seller on whom this order is placed and no other is placed and other party shall have any lien on this order. All disputes of the terms and conditions relating to this order or otherwise arising there from between the Seller and Buyer shall be subjected and referred to the court of competent jurisdiction with the limits of city only.