

1. **Applicability & Acceptance:**

All offers made and/or orders booked by Tekno Valves (hereinafter called 'the Seller') are subject to the Conditions of Sales contained hereunder and all Buyers are deemed to have signified their acceptance to these conditions by placing an order. No waiver, alteration or modification of these terms and conditions or no additions or different terms incorporated by the Buyer through Purchase Order or otherwise shall be valid and become part of the agreement unless the waiver, alteration, addition or modification is specifically accepted in writing and signed by the Seller.

2. **Prices:**

All Prices are firm. No escalation or reduction in prices will be permitted on the ordered prices due to input cost fluctuations, unless otherwise agreed between the parties.

3. **Taxes and Duties:**

Taxes and duties, as applicable on the transaction, shall be realised from the Buyer on the prevailing rate at the time of delivery irrespective of the basis mentioned in the order.

4. **Product Design & specification:**

Product designs and specification are subject to change without prior notice due to Seller's policy of effecting continual improvement over existing designs, unless otherwise agreed.

5. **Quantity Variation:**

The Seller reserves the right to short close the ordered quantity by 5%, if warranted. Seller also reserves the right to short close the order in the event the ordered materials is not lifted when offered as per agreed schedule and/or if Buyer fails to comply with agreed conditions.

6. **Minimum Order Value:**

All orders should have a minimum value of INR 10,000 / US\$250.

7. **Packing & Shipment:**

Valves shall be suitably packed in 'INSTAPACK' trays and shrink wrapped/heat sealed and the trays to be placed in corrugated boxes duly with necessary shipping identification. Buyer has to inform seller in advance of any special packaging requirements including palletisation of boxes.

8. **Delivery:**

Any date specified by Seller for delivery is given and intended as an estimate only. Buyer shall not be entitled to reject the goods on the ground of late delivery and nor shall Seller be liable for any liquidated damage and/or any special or consequential damages unless specifically agreed by the Seller in writing and the Buyer have actually suffered such loss due to delay in delivery and in all such events, such agreed value shall represent Seller's total liability for delay.

9. **Transportation, Insurance and Transit Risk:**

Unless otherwise mentioned by Buyer in writing, the Seller shall despatch material on order by its authorised Carrier / Freight Forwarder. The Seller negotiates best possible rates and terms from the authorised Carrier / Freight Forwarder but the rates are subject to change, without notice, due to adverse transport related costs. All claims for goods lost or damaged in transit must be made upon the carriers. For short receipt / damage of any nature, the short receipt/damage certificate must be obtained from the Carriers. Even if the boxes are received in good conditions, the Buyers are strictly advised to weigh the boxes/consignments while taking delivery and record discrepancies, if any. In case of discrepancy, Buyer should verify the consignment with the packing list and obtain necessary short / damage certificate from the Carrier. Unless otherwise agreed, title or risk of losses passes from Seller to Buyer at the point of despatch/shipment. Insurance coverage, if any, is to be taken care of by the Buyer. Seller holds no responsibility for consignment despatched through Buyer's recommended Carrier. If the consignment is under Consigner's risk, no claim by the Buyer of shortage/damage would be entertained by the seller in absence of short receipt/damage certificate from the Carrier within 7 days from the receipt of the consignment.

Domestic surface cargo despatched on 'door delivery' basis may attract Octroi and other related charges, to be reimbursed from the Buyer over and above the docket charges. The Buyer is advised to verify any such charges, if felt necessary, for its satisfaction, or collect delivery from Carrier's nearest godown prior to Octroi limit. In the event of any change in mode of delivery preferred by Buyer, the Buyer must send official request to the Seller prior to despatch of the consignment.

The Seller will not be responsible for delay in transportation of material once the material is handed over to the carrier. Buyer can track the status of their consignment 'on line' from the authorised/appointed Carrier web site, the details of which shall be made known through respective despatch details.

10. Force Majeure:

The Seller shall make every effort to adhere to the agreed date of delivery as far as practicable subject to usual force majeure clauses, availability of carrier but shall not be responsible or liable for any special or consequential damages or for loss, damage or expense directly or indirectly arising from delays or failure to comply with the delivery schedule due to strikes, lockouts, labour trouble of any kind, factory shutdown or alteration, accidents, non-availability of materials, delay by carriers/suppliers/contractors, acts of omissions of the Buyer, acts of God and occurrences beyond the Seller's reasonable control.

11. Cancellation of Order:

No cancellation will be accepted unless any fault or negligence in execution of the order on the part of the Seller is proved. Cancellation of order or any part thereof shall not be allowed after material procured or fabrication got started and in such event the Buyer shall be subjected to special, direct, indirect and consequential damages. No cancellation of order covering non-standard and special products shall be allowed unless otherwise agreed between the parties.

12. Return:

The Seller will not accept return of any goods sold by them unless the Buyer receives the Seller's written permission to return the materials and in all such cases the freight and all other incidental expenses to be borne by the Buyer.

13. Payment Terms:

100% payment against Proforma invoice before delivery, if not agreed otherwise. In case of delay in agreed deferred payment, the Buyer shall pay interest for any unpaid amount by the due date at 2% per annum from the due date until actual payment made.

14. Warranty:

Seller's manufactured products carry a Warranty for one year from the date of despatch against defects in material or workmanship so long it had not been used in a manner contrary to Seller's product use instructions and/or recommendations and not been modified in any way by anybody. And the Seller, at its discretion, may repair/replace without any charges the defective part/item covered under this warranty, but under no circumstances shall be liable for any special, direct, indirect, incidental and consequential damages or for loss, damage or expenses of any nature that might have caused due to such defects. In no event, the Seller's monetary liability shall exceed the purchase price of the product.

THE WARRANTY EXTENDS ONLY TO THE FIRST PURCHASER OF THE SELLER'S PRODUCT EITHER DIRECTLY OR THROUGH AUTHORISED DISTRIBUTOR AND DOES NOT EXTEND TO A SUBSEQUENT BUYER.

THIS IS SELLER'S SOLE WARRANTY. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED SELLER'S AFORESTATED OBLIGATION ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED FROM THIS WARRANTY.

15. Seller's Liability:

Seller will not be liable for any loss, damage, cost of repairs, incidental or consequential damages of any kind, whether based upon warranty (except for the obligation accepted by Seller under "Warranty" above), contract or negligence, arising in connection with the design, manufacture, sale, use or repair of the products or of the engineering designs supplied to Buyer.

16. Governing Law & Jurisdiction:

The formation, validity, construction and interpretations of this Contract of Sales and its revision, and settlements of disputes arising from this Contract and its revision shall be governed by the applicable laws of the Government of India. All disputes arising from the performance of this Agreement shall be settled through friendly negotiation. Should no settlement be reached through negotiation, the case shall then be submitted for arbitration pursuant to the Rules of Arbitration of the Government of India with jurisdiction in Kolkata. The award of the arbitration shall be final and binding upon both parties.