


C-TRU PROCESS EQUIPMENTS 53, Satyam Ind. Estate, Subhash Road, Jogeshwari (E), Mumbai 400060 INDIA	Terms	Doc No : T-001	
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TERMS & CONDITIONS OF SALE			

1. Interpretation

In the terms and conditions the below expressions will have the following meanings

- 1.1. “ Seller” means C-TRU Process Equipments having its registered office at 53 Satyam Industrial Estate; Subhash Road; Jogeshwari East; Mumbai – 400 060; India.
- 1.2 “Buyer” means the person, firm or company placing an order with the Seller and purchasing Products and / or Services from the Seller.
- 1.3. “Default” means any act, representation or omission by the Seller in connection with or in relation to this contract / agreement as a result of which Seller is legally liable to Buyer as stated herein. A number of defaults which together result in or contribute substantially the same loss or damage shall be treated as one Default occurring on the date of the occurrence of the last such Default.
- 1.4. “Product” means any goods being the subject of the order placed with the Seller and purchased by the Buyer from the Seller.
- 1.5. “Conditions” means these terms and conditions which will govern the supply of the Products and or Services.
- 1.6. “Order” means the order placed by Buyer with the Seller for the supply of the Products or Services.
- 1.7. “Contract” means the contract for the supply of the Product and or Services concluded by the placing of an Order, which is accepted by the Seller.
- 1.8. “Services” means any training, consultancy, hardware or software services, support or any other services provided by the Seller.


2. Personal Details

- 2.1. The personal details of the Buyer including name address, telephone number, E Mail address, and transaction details and those of its representatives are held by the Seller for account and order administration, marketing, to facilitate better communications, and for security purposes.
- 2.2 It is the responsibility of the Buyer to ensure that its personal data is accurate and updated and to inform Seller of any changes that are required to be made.
- 2.3. By becoming a Buyer, accessing the C-TRU Process Equipments web site or requesting information from the Seller, Buyer CONSENTS to its personal data being processed / used by Seller and in particular to its transfer to Seller’s representatives and employees for the purposes referred in paragraph 2.1 or such other purposes as determined by the Seller, without any obligations owing by the Seller to the Buyer in this behalf.

3. Scope of Contract

- 3.1 Neither Buyer nor Seller will be bound by any variation or waiver of the Conditions or of the quantity, quality, design, specification, or arrangements of delivery, for any Products specified in any Contract unless and agreed by both parties in writing.
- 3.2 The Contract will be on the terms and conditions mentioned herein to the exclusion of all other terms and conditions (including any terms and conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or any other document).

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C-TRU PRODUCT RANGE			
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3.3 No terms or conditions endorsed on, delivered with or contained in the Buyer’s purchase order, confirmation of order, specification or any other document will form part of the contract and no such terms and conditions of such documents shall bind the Seller or the Buyer simply as a result of such a document being referred to in the Contract

3.4. Unless otherwise stated all quotes given by the Seller are valid for 30 days and thereafter subject to confirmation by Seller.

3.5 Orders may not be transferred to a third party by the Buyer. If Buyer transfers the Orders to any third party in such an event irrespective of Seller having knowledge of such transfer or not, Seller shall not be responsible/liable to the third party in any manner whatsoever.

3.6. Seller sells Products and provides the Services as principal only, to the intent and with the effect that no other person or persons shall have any rights or obligation or be entitled or be liable to sue or be sued under the contract it enters into.

3.7. Buyer warrants and agrees that it is acting in the normal course of business and trade and is not a consumer including in the manner as contemplated under the provisions of the Consumer Protection Laws.

3.8. Each individual executing this contract either on behalf of a Seller or Buyer represents and warrants that he is empowered to execute it and that all necessary action and approvals to authorize its execution has been taken.

4. Dispatch and or Delivery

4.1 Dispatch and or Delivery of the Products will be effected by C-TRU Process Equipments as close as possible to Buyer’s requested delivery date subject to Seller’s existing priorities and schedules. Buyer will be advised of Seller’s estimated time and date of dispatch/ delivery, which is an estimate only and may be cancelled or revised at Seller’s option. The products comprised in any order may be delivered / dispatched and invoiced in installments at Seller’s discretion.

4.2 Dispatch and or deliveries of Products will be made to the address given on the order. Any additional costs caused by a change of delivery address will be borne by the Buyer.

4.3 Seller will have no liability to Buyer in the event of non-dispatch/delivery of the whole or any portion of the Products or failure to supply all or part of the Services caused directly or indirectly by a Force Majeure event.

4.3.1. A Force Majeure Event shall mean any event or circumstances (or a combination of event or Circumstances) beyond the reasonable control of the Seller which could not have been prevented by the Seller acting reasonably.


4.3.2. On the happening of a Force Majeure Event the obligations of the Seller shall be suspended for as long as the Force Majeure Event renders performance of the contract impossible. The Seller will immediately give the Buyer notice of a happening of a Force Majeure Event and will use its best efforts to resume full performance if possible .

4.4 The Buyer is deemed to have accepted the Products on delivery to the Buyer and acceptance thereof unless Buyer informs Seller of a discrepancy between the Products ordered and the Products received within five working days of delivery and thereafter no claims shall be entertained from the Buyer regarding any discrepancy in the Products This will apply notwithstanding that contents are unchecked upon delivery..

5. Payment and Price

5.1 The prices stated in the Sellers quotation for the Products are based on domestic Incoterms /international Incoterms and do not include any value added or other tax duty or charge which may be imposed upon the production, storage, sale, transportation of the Products. Any such tax or charge shall be to the account of the Buyer. The price quoted / PO price will remain applicable until delivery of the Products provided that this is within six months of the date of the order.

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5.2 The prices stated in Seller’s quotation for Services excludes value added tax and any other tax which may be imposed on the Services, in respect whereof the Buyer shall be liable.

5.3 For credit supplies Seller is entitled to interest on any unpaid invoices from due date until payment at 18 % PA.

5.4 No discounts will be granted for early payment.

5.5 Delivery of the Products and the payment of the price shall be concurrent conditions.

If Buyer does not comply with the payment terms Seller may at its discretion suspend or cancel deliveries of Products and the supply of Services. If any loss is incurred to the Seller in respect of such suspension/cancellation, the Seller shall not be entitled to claim damages from Buyer for the contracted price of such Products / Services.

6. Risk

6.1 The risk in the Products will pass to the Buyer upon delivery to the carrier, whether the Buyer named the carrier or not.

7. Title

7.1 Until all monies due from Buyer to Seller on any account have been received by Seller, no title to the Products shall pass to the Buyer and Seller has a right of lien on the Products.

7.2 Where concessional rate of government levies have been invoiced and the relevant documents are not provided by the Seller to the Buyer security interest in the title will rest with the Seller till the documents are provided even though all monies have been paid.

7.3 The Buyer grants the Seller, its agents, and employees an irrevocable license at any time to enter any premises where the Products are or may be stored to inspect them, or where the Buyer’s right to possession has been terminated, to recover them.

8. Cancellation

8.1 Orders once accepted by the Seller cannot be cancelled or specification changed unless the Buyer indemnifies the Seller for loss of work already done and upon written acceptance of the Seller.

9. Damages

Where the Buyer wrongfully neglects or refuses to accept and pay for the Products, the Buyer shall also be liable to the Seller for damages for non-acceptance.


10. Limited Warranty

10.1 This clause specifies the extent to which the Seller will be liable for Default. Its principal terms are a financial limit on Seller’s liability. Seller’s entire liability and Buyer’s sole remedies, whether in contract, tort, or otherwise shall be as set out in this clause.

10.2 All conditions, representations and warranties (express or implied, statutory or otherwise) are excluded without limitation any implied warranties or conditions as to qualify fitness for purpose or quality of service.

10.3 Subject to the terms of this clause Seller warrants to Buyer that Products are free from defects in materials and workmanship and will render satisfactory performance for 24 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier provided the Products are used and installed correctly and for the services meant for as given in the PO order and as stipulated by the Seller and not in any other manner.

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10.4 Seller agrees to repair or replace (at Seller’s option) all products / or defective part of products which fail to conform to the warranty Clause set out in 10.3 provided that :

- 10.4.1 notification of the defect is received by the Seller within the warranty period specified above.
- 10.4.2 allegedly defective products are returned to the Seller with Seller’s prior authorization freight prepaid and at the cost and liability of the buyer within 10 days of the defect becoming apparent; and
- 10.4.3 the Products have not been altered, modified, or subject to misuse, incorrect installation, maintenance, neglect, accident or damage or used with incompatible parts.
- 10.4.4 replacement Products shall have the benefit of the applicable warranty for the remainder of the applicable warranty period.

10.5 If the Seller complies with clause 10.4 it will have no further liability for a breach of the warranty set out in clause 10.3 above.

10.6 Allegedly defective Products / defective part of products returned to Seller in accordance to 10.4.2 above will if found by Seller on examination not to be defective be returned to Buyer and a charge made for examination and testing of such alleged defective Products / defective part shall be borne by the Buyer.

10.7 Seller does not warrant that any Product will operate in all selected combinations that the operation of any such production will be error free or that operation of any such products will meet Buyer’s requirement.

11. Transit Insurance

Transit insurance against all risks whatsoever has to be carried out by the buyer. Products manufactured by the Seller are fragile and are adequately packed to minimize the possibility of transit breakage. However the seller has no control once the goods have been handed over to the transporter and in the event of transit damage or breakage buyer will have to contact their underwriters.




12. No liability for consequential damages

The entire liability of the Seller and its distributors and suppliers (including its and their directors, officers, employees, and agents) are set forth above. In no event shall the Seller and its distributors and suppliers (including its and their directors, officers, employees, and agents) be liable for any damages, including but not limited to, any special, direct, indirect, incidental, exemplary, punitive or consequential damages, expenses, lost profits, lost savings, business interruption , arising out of the use or inability to use the Seller’s Products and Services. Buyer acknowledges that the applicable purchase price reflects this allocation of risk. There may be some country / state / jurisdiction that does not allow the exclusion or limitation of liability for consequential or incidental damages and the above limitation may not apply. If the foregoing limitation of liability is not enforceable because the Seller’s Product sold to Buyer is determined by a court of competent jurisdiction in a final non-appealable judgment to be defective and to have directly caused bodily injury, death or property damage in no event the Seller’s liability exceed the purchase price for the specific Product that caused such damage.

13. Infringements

13.1 Seller shall settle and/or defend at its own expense and fully pay any resulting awards and settlements including also Buyer’s legal fees arising from any claim, demand, suit or action against Buyer to the extent such claim, demand, suit or action alleges that the Product as supplied by Seller, or the use of the Products infringes upon any patent, or any trademark of any third party (**Infringement**) provided that:

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13.1.1 Buyer promptly informs Seller in writing of such claim, demand, action or suit.

13.1.2 Seller is given control of defense thereof and Buyer cooperates in the defense at Seller's expense.

13.1.3 Buyer will not agree to the settlement of any such claim, demand, action or suit prior to a final judgment thereon without the prior written consent of the Seller, which consent will not be unreasonably withheld. Buyer shall have the right to select its own counsel to participate in any such defense at Buyer's sole expense.

13.2 The foregoing indemnification shall not apply to any claim of infringement based on Buyer's modification of Products.

13.3 Seller's total aggregate liability for Infringements according to this agreement shall not exceed the aggregate of all amounts paid to the Seller by Buyer under this agreement.

14 Documentation Charges

Provided below are the documentation charges that would have to be additionally borne for each supply

Documentation Requirements	Costs/Hard Copy	Soft Copy
<input type="checkbox"/> Drawing for Approval	INR 100/-	No Charge
<input type="checkbox"/> Mill and Physical Test Reports	INR 500/-	No Charge
<input type="checkbox"/> Typical QC Plan	INR 200/-	No Charge
<input type="checkbox"/> Certificate of Material Compliance	INR 500/-	No Charge
<input type="checkbox"/> Installation / Operation/ Maintenance Manual	INR 1000/-	Net download
<input type="checkbox"/> ISO Registration Certificate	INR 500/-	
<input type="checkbox"/> CE Certificate	INR 1000/-	

Request for soft copy will have to be made within 90 days from the date of supply.

15. Bank Charges


Seller's Bank charges will be borne by the seller and Buyer's bank charges will have to be borne by the Buyer. For export transactions EFT charges are to be borne by the Buyer.

16. Sale under concessional forms for the domestic market

16.1 For products purchased under Form "C"/ Form "H" /Form "1", it is the sole responsibility of the buyer to courier the relevant to the buyer on request from the seller. The seller is not obligated to remind the buyer of the buyer's obligation under the purchase order. Non receipt of the relevant form will attract tax difference and penalties as levied by the government authorities and the buyer is legally bound to remit the same to buyer.

16.2 When the buyer purchases products for SEZ and or EOU units and concessional/nil government levies are requested in the purchase order, it is the sole responsibility of the buyer to provide all documents / forms that are mandated by the relevant government authority. Non-compliance of the seller providing the relevant documents attracts government levy difference along with the penalty and the same will have to be borne by the buyer.

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17. General

17.1 Seller will not be prejudiced or restricted by any indulgence or forbearance extended to Buyer and no waiver of any breach will operate as waiver of any subsequent breach.

17.2 Buyer will not assign its rights under the Conditions without the prior written consent of the Seller.

17.3 Any notice given under the aforementioned Terms and Conditions will be deemed to have been served on the Buyer if it is left at or sent by Registered Post to its address last known to the Seller. It is assumed that any notice sent by registered Post will be delivered on the fifth working day after posting.

17.4 If any provisions of these conditions (or part of any provision) including the limitation and exclusions is found by any court or other authority of competent jurisdiction to be invalid, illegal, or unenforceable, that provision or part –provision will, to the extent required, be deemed not to form part of these Conditions and the validity and enforceability of the other provisions of these conditions will remain unaffected..

18. Acknowledgement / Governing Law

Buyer acknowledges reading these Conditions, understands them and agrees to be bound by them. A waiver of any provision of this agreement shall not be construed as a waiver or modification of any other term hereof. Disputes arising in connection with these terms and Conditions of Sale shall be governed by the laws of India and shall be settled under the provisions of the Indian Arbitration and Conciliation Act, 1996. Place of arbitration shall be Mumbai and English shall be the language for arbitration proceedings. Mumbai courts shall have exclusive jurisdiction over this agreement and arbitration thereon.

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