



Terms & Conditions

(1) PRICE:

Unless otherwise stated, all prices quoted are “Ex works, Mumbai”. In case of any significant variation in foreign exchange rate affecting the cost of materials used/to be used in machine, then the company shall notify such variation to the customer to delivery of machine and the customer must have to pay and bear any upward revision in price of machine quoted hereby. Any exemptions or schemes reimbursement for the machinery are to be processed and collected by the client, the company shall collect complete payment as mentioned in the quote.

(2) TAXES AND DUTIES:

All taxes, duties, cess, entry fees, etc. as may be levied by central, government, state government and local government bodies, shall be extra and to be borne by the customer. In case the customer is entitled to purchase at nil or concessional or reduced rate of tax under any applicable tax laws of either Central Government or State Government of Maharashtra, then the customer must have to deliver valid declaration (in duplicate) along with necessary exemption certificate, documents, if any, to the company within fifteen days of placing purchase order and any failure by the customer in this regard, would not entitle him to claim such exemption/concessional rate of tax from the company and the company is not liable for the same in any manner. In case of exports or deemed exports, the company shall seek all necessary documents applied under the latest notifications released by the Central and State Governments. Further, the company reserves the right to recover from the purchaser all statutory levies, duties, cess, etc. that may legally become chargeable and recoverable on the transactions.

(3) DESIGN AND MANUFACTURE:

At the time of placing purchase order, the customer has to specify in writing in his/her/its purchase order of all his/her/its requirements about the machine and in case of any omission, the company will not be liable for the same. Unless otherwise expressly agreed in writing and specified to the company, the manufacturing of machine shall be undertaken as per design and specifications of the company and the company shall not be liable to accept and entertain any such request after receipt of purchase order of customer by the company. The specified outputs of the standard machines may not apply due to any changes specified by the client or client supplied special designs. Any drawings or designs provided by the client can be used by the company for its research and development purposes. The company may at its own discretion manufacture machines and its components either at its own premises or at premises of its vendor.

(4) INSPECTION:

The Pre-Acceptance test at the will of customer shall be given by the company and the test shall consist of machine Geometrical Acceptance and Functional Acceptance.

(5) TESTS / TRIAL:

Where the purchase order stipulates that acceptance of goods is subject to tests/trials by the customer, the trials shall be the Company's normal tests/trials for goods of that type and all costs for other than standard tests/trials required by the buyer shall be borne solely by the buyer. Any material required for such production tests/trials or for commissioning shall be supplied by the buyer at the buyers cost. Also, such tests/trials should be within the scope of stipulations and specification of machine as provided in the purchase order and the customer has to ensure the same.



(6) TERMS OF PAYMENT:

All the payments to be made net of any deductions. Advance Payment - 40 % with Purchase order, balance 60 % against Proforma Invoice prior to dispatch of goods. Any special machines manufactured or procured from vendors may warrant full payments. Any sale shall warrantee the buyer's and remittance name, along with invoice amount and shipping bill amount. Delivery will only commence once complete payment is received.

(7) WARRANTY:

The warranty period for mechanical parts and electrical panel systems shall be for 12 and 6 months respectively from the date of delivery, The warranty does not cover damages caused by corrosion, inappropriate handling or damage caused by any third party. If, after installation of machine at customer's premises, any alterations, modifications, changes done by customer himself or without the consent of the company, the warranty on machine shall come to end immediately and the company shall not be liable and responsible for any damage caused to the machine.

(8) DELIVERY PERIOD:

The time for delivery is based on estimation only; starting from the date of receipt of technically and commercially clear Purchase Order with the requisite Advance payment and Order Acceptance copy duly signed by the company. The time of delivery shall be deemed to be reckoned from the latest of the following dates, namely either receipt of all necessary information required to be given by the buyer for the execution of the work, receipt of Order Acceptance copy duly signed or when buyer makes the complete payment as per the stipulated terms of offer. Approximate Delivery Time: 3 Months

(9) SPECIAL ORDER SUPPLY:

The company cannot accept cancellation of any additional equipment ordered outside the standard product list.

(10) MATERIALS:

The company shall use its standards in material and procedures with respect to the manufacturing of the goods, but if whenever any of the same are not available, the company shall be entitled to substitute the most suitable alternatives that can be obtained at the time of manufacture.

(11) CONDITIONS OF DELIVERY:

For delivery, transportation of goods, the customer has to make arrangement for the same or the company shall make arrangement for the same as per instructions from the customer. However, in all cases, the customer shall have to bear all risks and expenses after the goods are loaded on the vehicle and leaves the company's premises. No claim for shortage or any other queries with respect to delivery be entertained by the company unless notified within 7 days from receipt of the goods. The company shall not be liable in any manner for damage, delay in transit and transportation of goods.

(12) INSURANCE:

The customer shall have to arrange transit insurance for goods and also bear the cost for the same. The company shall not be liable in any manner for the damage caused to the goods during transit from company's premises to customer's premises.



(13) VALIDITY OF QUOTATION:

This offer is valid for a period of 1 month from the date of quotation or unless specified.

(14) RETENTION OF TITLE OF GOODS:

The goods (including materials, components and accessories) delivered by the Company will only be transferred to the buyer when the buyer has paid all the sums owed to the company on any account whatsoever. Prior to realization of all such payments the company retains ownership of the goods.

(15) CANCELLATION AND RESCHEDULING DELIVERY:

Orders shall not be treated as cancelled without written intimation and confirmation of the same by the company. Cancellation of order by the buyer does not warrant refund of advance amount paid to the company. If for any reason the buyer anticipates his inability to accept delivery on the date intimated by the company he/she shall notify the company at the earliest. The company shall notify the buyer to accept delivery of the said goods within further ONE week of grace period. If the buyer fails to accept the delivery within this grace period, the company is entitled to divert the machine/products to other buyers and a new purchase order has to be raised by the buyer as per the prevailing prices at that time or otherwise agreed between the parties. Any additional expense occurred due the above has to be borne by the client.

(16) ERECTION AND COMMISSIONING:

The erection and installation of the machine shall be done by the customer at his/its premises and upon due confirmation by customer, the Commissioning can be done by the company's engineer on chargeable basis and the customer will have to provide helpers, travel, food and accommodation for the same.

(17) LEGAL JURISDICTION:

In case of any dispute relating to goods sold, arises between the company and the customer, then the Court under Mumbai jurisdiction shall have jurisdictions and all such dispute shall be referred to it only.

(18) FORCE MAJEURE:

The company shall be relieved of its obligations under the contract to the extent of which arises from or is attributable to acts, events, omissions or accidents beyond our reasonable control including, without limitation, strikes, lockouts or other industrial disputes (whether involving our workforce or any other party), acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm or default of suppliers or sub-contractors.

Yours Faithfully,

Oswal Engineering Corporation