

# MarvelMachineToolsPvt.Ltd.



## General Terms & Conditions

THE COMPANY (MARVEL MACHINE TOOLS PVT. LTD, MUMBAI) SUBJECT TO THE CONDITIONS OF SALE HEREIN CONTAINED SHALL BOOK ALL ORDERS. PURCHASER SHALL BE DEEMED TO HAVE SIGNIFIED ACCEPTANCE OF THESE CONDITIONS BY PLACING AN ORDER WITH THE COMPANY. IN THE EVENT OF THERE BEING ANY CONFLICT OR INCONSISTENCY BETWEEN THE CONDITIONS OF SALE HEREIN CONTAINED AND THE TERMS AND CONDITIONS THAT MAY BE STIPULATED BY THE PURCHASER, THE CONDITIONS OF SALE HEREIN CONTAINED SHALL PREVAIL.

1. **PAYMENT TERMS:** Nett Cash prior to delivery. All cheques, drafts, hundies, etc. shall be to order of "Marvel Machine Tools Pvt. Ltd." a/c payee only. Interest at the rate of 24% p.a. shall be charged on any sum payable by the purchaser to the company remaining unpaid on the date when due from the due date until the date of payment or realization without prejudice to any other rights or remedies of the company under the conditions of sale or otherwise at law. Purchaser shall be liable for any and all costs and expenses incurred by Company arising out of or in connection with efforts by Company to collect any unpaid amounts hereunder including, without limitation, lawyers, advocates or collection agency fees and expenses. No forbearance, indulgence, or delay by company in taking action shall be deemed a waiver of any rights of Company under this contract. The company shall be entitled, in its absolute discretion to withhold further supplies of its products under this the purchaser discharges contract or any other contract until all accrued outstanding are cleared.
2. **OFFERS:** Material offered in this proposal is subject to prior sale.
3. **PRICES:**
  - a) Mentioned in this proposal are current prices. However, Invoice prices charged will be those in effect on the actual date of shipment.
  - b) Are exclusive of any VAT, sales tax, octroi or excise duty and all incidental expenses.
  - c) Are net Ex-godown Mumbai/ ex-site etc. depending upon point of shipment.
  - d) In case of outsourced material, prices are subject to price ruling of and/or made effective by the respective suppliers at the time of supplies made by them.
4. **TAXES:** All taxes, levies, duties or imposts upon the material and all enhancements thereof from time to time imposed by Central or any State Government or any local or municipal body or authority shall be to the purchaser's account in all respects. In cases where declarations or forms furnished by the purchaser and purporting to have been issued under or in pursuance of any statutory provisions are rejected by the competent Assessing Authority for any reason, the purchaser shall be liable to pay within seven days from a demand for the same being made by the company any additional amount that the company may be called upon to pay by such Assessing Authority in consequence of or in respect of any such taxes, levies, duties or imposts. Failure of company to invoice taxes does excuse the purchaser from responsibility of paying the same.
5. **LOADING/UNLOADING, FREIGHT & INSURANCE:** Loading/unloading, freight and insurance are responsibility of the purchaser. Any costs of delivery quoted herein are special and shall not be binding on the company. Any differences in these costs are payable by the purchaser prior to the delivery. Damages/loss to machinery arising out of improper loading, transport etc. (even if arranged by the company) shall not be the responsibility of the company.
6. **WARRANTY:** The equipment or merchandise sold by company hereunder is sold AS IS and without warranty. Company neither makes nor assumes any liability under any warranty, whether contractual, statutory, by operation of law or otherwise. The warranties disclaimed hereunder include, but are not limited to, implied warranties of merchantability and fitness for a particular purpose. Company does not warrant that the merchandise and goods will not infringe any patent, trademark or other rights of a third party, or that such equipment or merchandise conforms with any plans or specifications of purchaser or others, or meets any requirements of any central, state, or local laws, regulations or ordinances, pertaining to safety or insurance requirements. No salesman or other representative of seller has authority to make any warranties. The disclaimers of warranties set forth in this agreement may only be modified or supplemented in writing duly signed by the director of Company. It is purchaser's responsibility to inspect the goods and to ascertain if the specifications, descriptions and condition of the goods conform to purchaser's requirements. Any warranty concerning said goods made by any third party is not enforceable against the Company.
7. **PURCHASERS' RESPONSIBILITY & INDEMNITY:** It shall be Purchaser's responsibility to ensure that any merchandise or equipment purchased from Company is installed and operated in a proper and safe manner. The Purchaser also acknowledges that it may have to install or change guards, safeties, warnings or other components to ensure that the merchandise or machines purchased hereunder will conform to all laws, regulations, ordinances, codes, insurance requirements and industry standards. Purchaser shall bear and pay all expenses, losses and damages that may arise from the transportation of the merchandise or equipment, and all losses, damages, debts and liabilities incurred by the Purchaser in connection with its purchase of the merchandise or equipment and every other expense relating or incidental thereto, except such costs, damages or expenses as may arise from any action or proceeding brought against the Purchaser with respect to the title of Company to the merchandise or equipment, and COMPANY'S' right to sell and advertise the same. Purchaser agrees to defend, indemnify and hold harmless company from and against all suits, claims, costs, damages and expenses, including, but not limited to, reasonable lawyers' fees, arising out of, or in connection with, the transportation, purchase, ownership, or use of the merchandise or equipment sold hereunder.
8. **NON-LIABILITY OF COMPANY:** In no event, whether as a result of breach of contract, delay in shipment, or express or implied warranty, tort (including negligence) or otherwise, will Company be liable to Purchaser, its successors or assigns, for any incidental or consequential damages including, but not limited to, damages for loss of revenue or profits, cost of capital, claims of customers for service interruptions or failure of supply, or costs and expenses incurred in connection with labor, overhead, transportation, installation or removal of products or substitute facilities or supply sources, even if Company shall have been advised of the possibility of such damages.
9. **INSPECTION:** Upon reasonable notice to Company, purchaser shall have the right to inspect the merchandise and equipment at Company's location during normal business hours prior to shipment.
10. **DEFERRED DELIVERY:** If shipments are deferred at purchaser's request, payment shall become due and payable upon notification by the company that the machinery provided for by these agreements is ready for shipment. In case of such delay in shipments, it is agreed that storage shall be at purchaser's cost and risk. In the event of the payment not being received by the company within 7 days from such notification, the company reserves the right to treat the order as cancelled and conditions of order cancellations as stated in clause 13 shall apply.
11. **INSURANCE:** The purchaser agrees to provide and maintain for the benefit of the company adequate insurance for the machinery herein specified until paid for in full.
12. **TITLE:** It is agreed that the title and right of possession to all machinery sold under this contract remains in the company until the company has received the full price/declaration/forms or any other document thereof. Upon failure to make payment or any part thereof as may be specified, the company may retain as liquidated damages any and all partial payments which may have been made and shall be free to enter the premises where such machinery may be located and remove the same as its property without prejudice.
13. **ORDER CANCELLATION:** Order once placed cannot be cancelled without prior consent of the company in writing. In the event of cancellations, advances or deposits of the purchaser on account of any contract with the company shall be forfeited and any loss/damage or cost of storage arising due to cancellation shall be payable by the purchaser.
14. **FORCE MAJUERE:** In all cases where delay or failure in performance of this contract is directly or indirectly caused by or due to an act of God, war, mobilization, demobilization, requisition by/or interference from Government or local authorities, force major, lockout, labour disturbance, trade disputes, unavailability or shortage of materials, fires, riots, strikes and/or civil commotion or any events or circumstances whatsoever beyond the control of the company then in such case, the company shall be entitled to an extension of time for performance of this contract for a period corresponding to the period of delay by or in consequences of the operation (in whole or in part) of any of the causes and or consequences aforesaid so that the company shall supply and purchaser shall accept (without any allowance) all goods, machinery and materials so affected so soon as they are ready and transit arrangement can be made, or at company's sole option to cancel the contract and in such event the company shall not be liable to purchaser on any account. Notwithstanding any terms covering delivery and/or payment and/or passing of property, purchaser shall be responsible for payment of the price of the machinery, if lost or damaged on land by reason arising out of risk of war, riots, strikes and civil commotion.
15. The responsibility of the company ceases no sooner the goods leave the point of shipment.
16. **MODIFICATIONS:** This arrangement as it exists at the date of the approval by the sole arrangement between the parties, and all previous communications between them either verbal or written shall be deemed to be of no effect whatsoever. This proposal, when duly accepted and approved, constitutes in all respects the entire agreement between the parties hereto and no modification thereof shall be binding upon the parties hereto or to either of them, unless it be in writing duly executed by purchaser and approved by an executive officer of the company.
17. **DISPUTES:** All disputes or claim whatsoever arising on or out of or in connection (including interpretation) with all contracts or orders for the supply of goods by the company to purchaser shall be referred to the arbitration to the Hindustan Chamber of Commerce, Mumbai-2 Industry according to the rules of its tribunal of arbitration. The award shall be final and binding on both the parties, either of who may apply to make the same a Rule of court.
18. **JURISDICTION:** This contract is subject to Mumbai jurisdiction only. The company may, however, at its option institute proceedings in any court, which may have jurisdiction to try the suit.

### Office:

304-306 Himalaya House, 79 Palton Road, Mumbai - 400 001, India,  
Tel.: 2265 7481 / 82 E-Mail: Info@marvelmachinery.com

### Warehouse:

Bhiwandi Anjur Raod, Near Pritesh Complex, Dadoba Compound, Dapoda,  
Village - Val, Tal.: Bhiwandi, Thane - 421 302, Maharashtra, India