



## Sales Order - Terms & Condition

1. Entire Agreement: The provisions listed here and on the reverse shall be the parties' exclusive and full agreement. Any modification, waiver, or discharge of this agreement or any of its terms must be made in writing and signed by a duly authorised representative of the seller in order to be binding. No salesperson or agent of Seller may alter the terms and conditions of these sales in any way unless expressly authorised to do so in writing and duly signed by Seller.

2. Payment: The customer is required to make the payment as per the payment terms. In the event that payment is not received by the due date, the buyer undertakes to pay the seller any charges and expenses incurred by the seller in trying to collect the unpaid balance, as well as the total amount then due and 24% annual interest on the unpaid balance. Regardless of anything herein to the contrary, all amounts due and owing to Seller and any interest thereon shall be immediately due and payable in full to Seller upon the occurrence of any of the following events: any transfer, whether in bulk or otherwise, or assignment of the business of Buyer (of which Buyer hereby agrees to give Seller at least 30 days written notice), upon the failure by Buyer to give such notice to Seller, or upon the event that any check tendered to Seller by Buyer. The Processing of claims in terms of discount or replacement cancellation, refund of amount etc. in quantity and/or quality related issues shall be sole discretion of seller.

3. Acceptance and Claims- All items that the buyer orders and that are dispatched by the seller as per customer's order details will be non-returnable or non-exchangeable. Any claim the buyer may have regarding the goods must be made in writing to the seller immediately after receiving the items. Any flaw or issue with the goods must be specifically specified in the written notice, and the buyer is not permitted to reject the goods or assert a breach based on any issues or defects that are not included in the written notice. Immediately after receiving the products and before unloading, the buyer must indisputably accept the goods.

4. Manner of Payment; Solvency- Acceptance of any cheque, demand draft, or other non-cash remittance does not constitute a payment under the terms of this agreement until those items are fully paid, and until that time, the seller is presumed to retain ownership of and a security interest in all the goods for which such remittances may be offered. In any scenario, if the Buyer turns to be insolvent, he will notify the Seller in writing prior to delivery of the goods.

5. Risk of Loss- When the products are received by the buyer, the risk of loss passes from the seller to the buyer. This is confirmed by the buyer's signature or other acceptance mark on the sales order/invoice, which is binding on the buyer. In Tanker packing, shortages up to 0.3% will be borne by the buyer & 0.3 to 0.5% and above that of the actual shortage will be borne by the Seller.

6. Inspection on delivery- The buyer should always ensure to inspect the drum/container/packing materials on arrival to avoid any suspicion or bigger object lying inside the driver cabin area or any other place inside, to manipulate the drum/container/packing material weight or seal or quantity or quality of the product supplied. Before breaking the seal from the drum/container/packing materials, the Buyer shall get the quantity checked thoroughly to avoid any discrepancy at a later stage. The Seller shall provide standard packing of each drum/container/packing material.



7. Delivery- The Seller does not take any responsibility for quality and quantity loss, once the material (a) has been offloaded from the drum/container/packing material and (b) has been consumed at the customer's end from the drum/container/packing materials. Before offloading the material from the drum/container/packing material, the buyer will get the quality and quantity checked thoroughly to avoid any discrepancy at a later stage. The Seller will provide a sealed sample bottle along with drum/container/packing material dispatch. Every drum/container/packing material irrespective of the compartments will have dedicated tamper-proof company seals with seal numbers duly mentioned in the invoices too.

8. Off-loading- The buyer shall cross-check the drum/container/packing material seal numbers thoroughly before offloading the material. Any variances should be reported to the Seller immediately. While off-loading the buyer shall ensure that there are no leakages at valves or defective pipe used for off-loading to avoid wastage of material. In case there is any leakage, please ensure to put a bucket to collect the material and account for the quantity in weight to minimize the variation. The buyer will ensure proper closure of valves after withdrawing samples for testing/analysis. This will avoid any leakages between sample collection and off-loading of material. The goods/materials supplied either by way of tanker or barrels/drums shall be off-loaded within 24 hours of reaching the place of delivery as mentioned in the invoice beyond which, the seller shall be entitled to claim demurrages for delayed off-loading.

9. Complain- The seller will be responsible for the quality and the quantity agreed upon of the product as per the purchase order. Before consuming the material from the sealed drum/container/packing materials, the buyer will get the quality and quantity checked thoroughly to avoid any discrepancy at a later stage. The Seller will supply the goods in sealed drum/container/packing materials or drum/container/packing materials. In case of any doubt with regards to quality or quantity (outside permissible range after taking into account the transit allowances), the issue shall be informed to the Seller. The buyer will not load or use the product supplied if there is any discrepancy. Once the material has been consumed then Payal will not be responsible for any losses.

10. Warranty- Any implied warranty of merchantability or fitness for a particular purpose is thus disclaimed by the seller and excluded from the agreement. All goods furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. All such goods will conform to any statements made on the containers or labels or advertisements for such goods, and that any goods will be adequately contained, packaged, marked, and labelled. Buyer is solely responsible for determining whether the items are appropriate for the uses they have in mind; Seller shall have no liability related to such appropriateness. Seller's obligation under this agreement is limited to exchanging or returning the in-issue items; in no case may Seller's liability exceed the contract price for those goods. This is the Buyer's sole remedy, and it supersedes any other claim for damages, losses, or expenses, including incidental and consequential damages. In using or possessing any products sold hereunder, the buyer assumes all risk and liability for loss, damage, or harm to people or property of the buyer or others.



11. **Quality Variance-** The seller will only be responsible for the quality of the item/product, provided as agreed upon if the same is shipped in his own packaging containers. If the buyer has brought his own drums/container/packaging material, and the Seller is only refilling the same, the Seller will not be liable for any adulteration/quality issue pertaining due to contaminated drums/container/packaging material brought by the Buyer. Any loss due to such contamination will be borne by the Buyer.

12. **Packaging-** Seller shall provide adequate and proper identification for all packaged contract items and shipping containers. This identification shall be provided by a packing list. A packing list shall be supplied for each shipping container and contain details information about the shipping details. However, if the buyer has brought his own drums/drum/container/packing materials/packaging materials to get the items/product refilled by the seller, any loss incurred due to damage/breakage in the packing material, will not be borne by the Seller. The Seller will not be liable for any shortfall in the quantity of the product due to spillage that occurred because of the defective/damaged packaging material.

13. **Price Adjustments-** The Seller reserves the right to adjust pricing based on inflationary cost increases at the time of shipment.

14. **Force Majeure-** Seller shall not be responsible for any failure to perform hereunder or delay in performance resulting from any cause beyond Seller's reasonable control, including, but not limited to: an act of God; war; civil commotion; sabotage; labour dispute; explosion; fire; accident; downtime; power or equipment failure or outage; inability to obtain suitable or sufficient labour; a pandemic; inability to obtain fuel, power, or materials; a carrier's delay; an embargo; or any law.

15. **Non-Waiver; Governing Law-** Any inability or delay on the part of the seller to exercise any of its rights under this agreement shall not be construed as a waiver of those rights for any subsequent default. All disputes and litigations shall be subject to the courts of Delhi jurisdiction only.