

TERMS AND CONDITIONS

Seller	:	Herein means "ADSHANK INDUSTRIES" otherwise provided for
Buyer	:	herein means any person, party, association firm, limited company, etc. who made an offer to the seller to purchase the products.
Goods	:	Means the product manufactured/marketed by the seller.
Works	:	Means the factory warehouse/stocking points of Adshank Industries.
Due date	:	Means the date on which the payment due as specified in the Invoice/Delivery Challan/Order/Hundies and other documents/instruments of payments drawn by the seller on the Buyer.

1. All orders placed by the buyer shall be subject to Sellers acceptance and the seller shall be at liberty to accept or refuse any order in full or a part without assigning any reasons whatsoever. Order once accepted by the Seller shall not be cancelled by the Buyer unless consented to by the Seller in writing.
2. Ex-works prices prevailing on the date of despatch shall be applicable irrespective of the date of purchase order/delivery order/advance payment for the supplies having been accepted. The Seller reserve the right to revise the prices without any advance/further notice to the Buyer or without assigning any reasons thereof. The Buyer shall be responsible for cost, charges, expenses and losses incurred by the Seller.
3. The basis or billing and payment for each supply/delivery shall be quantity in numbers as applicable to the item recorded in Seller's despatch documents. The Sellers weights and measurement at the time of despatch shall be accepted as conclusive evidence of quantities delivered/supplied. The Buyer, if they so wish, are at liberty to be represented at the place of measuring/weighting of trucks and to verify the correctness of the Sellers measurement/weight. But the Seller is not bound to wait for the representative of the Buyer for the purpose as above.
4. The responsibility of the Seller ceases once the goods leave Seller's factory premises.
5. Any taxes(including GST/Sales Tax), levies or duties levied by the Central, State, Local or any other authorities now in force or hereafter be imposed on the sale, transportation or supply/delivery of the goods shall be paid by the Buyer or if directly paid by the Seller then the same shall be reimbursed to the Seller by the Buyer.
6. The Goods supplied shall be as per the specification/quality prescribed by the Seller. For this purpose, the Seller's laboratory certificate of quality shall be the basis. All warranties and conditions statutory or otherwise as to specification, quantity, fitness, for any particular purpose, whether known to the Seller or not are excluded. The Buyer shall give the Seller written notice within a maximum period of 3 days from the date of receipt of Goods, of any claim if goods are not of standard quality/specification to enable the seller to investigate the complaint before remaining of consignment is used by the buyer or returned to the Seller, as consented to by the Seller. The Seller will not undertake any responsibility whatsoever for any goods once consumed by the Buyer.
7. Goods once sold shall not be taken back or exchanged by the Seller under any circumstances.
8. All arrangements for transit insurance and all liability for transit losses shall be Buyers responsibility and to the Buyers account. Incase due to any special reason, these expenses are incurred by Seller, but the Buyer shall reimburse the same to Seller forthwith.
9. Despatch/Supply of goods by Seller shall be complete if the Seller receives the lorry way bill/receipt for the goods loaded at the Sellers works by the buyers transport contractors/authorised representative on behalf of the buyer. The date of delivery shall be date of despatch as appearing in the lorry way bill.
10. The Seller shall not be responsible for the delay in despatch of the goods on account of any reasons whatsoever and the condition for the despatch/delivery timing shall not be essence of the contract unless otherwise confirmed by the Seller in writing. Any time or date named by the Seller for delivery is given and intended as an estimate only and the Seller shall not be liable to make good any damages or loss whether arising directly or indirectly our of delay in delivery, if any.
11. The goods once delivered to the carrier shall be at the buyers risk and responsibility. The Buyer if he chooses may get them insured against such risk as he may consider necessary at his own cost. The Seller does not bear any responsibility whatsoever for breakage, theft, pilferage, damage and or losses of any kind on any account in transit or thereafter once the product leaves Sellers works. Claims for any shortage in consignments should be settled by the Buyer directly with the railways or the local carriers or any other agents of the Buyer and the Seller will not be responsible for such claims under any circumstances or for giving the Buyer any notices specified in Section 39(3) of the sales of Good Act 1930.
12. All notice or documents addressed to the Buyer shall be deemed to have been validity served delivered at/or sent by post to their last known address. The Seller will not be responsible for any demurrage added on the consignment due to public holidays or postal delays etc., or any other reasons beyond sellers control.
13. If the Buyer fails to make any payment when it becomes due or if there is any breach by the Buyer of any terms and conditions hereof the Seller may without prejudice their other rights or remedies cancel this order forthwith or refuse to make any further deliveries in which case the seller shall not be responsible in any way.
14. It is a condition of the acceptance of the order that the Buyer agrees that the place of payment for all the goods sold/or dispatched to him by the seller under this agreement is Mapusa, Goa or such place as specified in writing by the Seller from time to time.
15. Interest @ 24% per annum or at such rates as may be revised from time to time by the Seller shall be payable by the Buyer to the Seller for the period of delay in payment of goods.
16. The Seller shall have lien on the goods delivered/supplied as to the unpaid purchase price of goods and the Seller shall be entitled to exercise the said lien to recover the unpaid purchase price by taking back the goods and shall be entitled to sell the same to some other buyer and adjust the sum so realized against the unpaid Purchase price without prejudice to Seller other rights and remedies to recover the outstanding dues and /or other dues.
17. The goods shall be despatched at such time and in such convenient lots and quantities as the Seller shall decide. The Seller shall be entitled to cancel order in full or in part, even if it has been partly executed. Each lot despatched against a single order shall be considered as a separate contract and failure of despatch of any one lot or of the balance lots shall not violate the contact as to other lots. The order shall deemed to have been completed on the date of despatch in respect of the products actually despatched in part/full.
18. If the Buyer fails to take delivery of the goods at the date and time specified herein when the delivery becomes due then the Seller will have the option to cancel the delivery and to sell the remaining goods in open market and claim difference in amount if any as well as damages for the breach on the part of the Buyer.
19. Cheques/DD's/Pay orders on up-country banks will not be acceptable. The Cheques/DD's/Pay Orders shall be drawn by the Buyer in favour of the Seller. The Seller shall not be liable to a loss or theft of bank cheques, Draft, Pay Orders etc., in transit. The Buyer are in their own interest advised to hand deliver or mail to aforesaid document to the Seller by registered post A/D or through any reputed courier service.
20. The seller shall not be liable to delay in despatching the goods or portion thereof if such delay is due to the act of God, War declared or undeclared, revolution, embargo, riots, civil or political disturbances, strikes, force majeure, trade disputes, accidents, power failure, fire, draught, flood or any natural calamities or other cause beyond the sellers control. In such event the deliveries of goods or portion thereof shall be suspended or cancelled at the sellers option if despatches are delayed/cancelled in consequence of any of the foregoing contingency or like nature the seller shall not be responsible for any damages/loss caused to the Buyer or to any third parties.
21. The Seller and the Buyer unconditionally and irrevocably agree to refer all/any disputes arising out of this transaction/terms and condition to the legal jurisdiction of Courts in Mapusa, Goa only.