

Megacraft Enterprises Pvt. Ltd

Condition of sales

1. Scope:

1.1 Supply contracts shall, as far as not otherwise expressly agreed upon, be accepted and carried out according to the following sales and delivery conditions. This also applies to all subsequent contracts without further reference. Precious metal sales, repairs and assembly are subject to special conditions.

1.2 Arrangements amending these conditions shall be stated in writing. Verbal agreements shall immediately be confirmed in writing.

2 Sales, sales brochures and commercial protection:

2.1 It is the responsibility of the customer to check all data contained in catalogues, sales brochures and published documentation that the intended application is suitable and appropriate, before acceptance and use. This also applies to the choice of suitable materials. The customer must ensure that the use of the product is appropriate.

2.2 Drawings, developments and discussion papers, which are generated in the course of contractual negotiations as an advisory service, are not binding. The customer cannot make demands based on such documents or services given by the supplier or his agents, except in the case of culpable intent or gross negligence.

3 Contract order:

3.1 Order constitutes a valid contract only after written confirmation of the supplier. The extent of the contract thus generated, is determined by the actual text of the confirmation. The customer is obliged to check all relevant detail and draw attention to any discrepancy in writing.

3.2 Annual or call-off orders that provide a certain quantity, commit the customer to take over the quantity within the agreed period. Without an explicit agreement, the agreed quantity is to be called – off within one year.

4 Delivery Time:

4.1 The delivery period starts when all technical and commercial questions have been resolved and terminates the dispatch or the notification of dispatch. Maintaining delivery schedules assumes the fulfillment of obligations by the customer, particularly in respect to payments.

5 Point of Delivery, risk transfer:

5.1 Delivery is affected from the place of production of the supplier at the expense and risk of the customer. The means of delivery is chosen at the discretion of the supplier according to usual practice, unless the customer made a particular request.

6 Prices:

6.1 All prices are ex works, freight/postage, packing, insurance and the respective applicable VAT are added which may legally apply for commissioning, installation, adjustment and similar services, which are listed separately on the account.

7 Payments:

7.1 The agreed price is to be paid in full in the agreed currency within agreed terms of payment, unless other arrangements have been agreed to. Risk and payment costs are born by the customer.

8 Warranty and Liability:

8.1 The customer must inspect goods for possible defects, immediately after receipt. Obvious defects are to be reported to the supplier within 5 working days in writing, hidden defects within 5 days after detection.

8.2 All claims for damages and compensation of the customer are excluded, whatever the legal base, including claims as to illegal action or material defect or damage caused by the defect, or culpable neglect, of associated contractual duties or the loss of income. This does not apply if the supplier, leading employee, consultant or contractor is guilty of culpable intent, gross negligence or injury to life, body or health or a liability for the breach of a major contractual duty or of a mandatory product liability exists.

9 Ownership:

9.1 The finished product remains the property of the supplier until paid in full and all due demands; which the supplier derives from the business relationship with the customer, have been met. During this period of the ownership no seizure, nor transfer nor ceding of the demands from the customer without the express permission of the supplier may take place. The supplier is to be notified without delay in case of a seizure by a third party.

10 General clause:

10.1 Invalidation of any one of the clauses in this contract does not affect the validity of other paragraphs. Should a clause be or become ineffective, the contractual parties to this contract shall endeavor to replace the ineffective clause with a newly agreed clause, to reflect as fully as possible the commercial and legal purpose.