



MAASS FLANGE INDIA PVT LTD

MAASS GLOBAL GROUP

TERMS AND CONDITIONS OF SALE

- 1) Entire Agreement:** - These terms and conditions represent the entire agreement and the understanding relating to the sale of goods/products by **MAASS FLANGE INDIA PRIVATE LIMITED**, (hereinafter **we** or **the Company** for brevity), to be agreed and to be accepted, without any modification, by you as the customer. No change in these terms and conditions shall be valid and binding on the Company unless the same is in writing and signed by the authorized representative of the Company. Any dealings or correspondence, which is in variation of the terms and conditions contained herein, shall not be deemed to be a novation, amendment or change, either express or implied, in any of the terms or condition being part of these Terms and Conditions of sale.
- 2) Acceptance of Order:** - All orders are subject to receipt by us and shall be deemed to have been accepted only subject to these terms notwithstanding anything contrary contained in the quotation, communication or acceptance received from you.
- 3) Delivery Period :-** The delivery period shall be deemed to be indicative and Company shall make its best efforts to supply/ship the goods within the agreed time, but the delivery time shall not be treated as essentials of the contract nor the period indicated should be treated as a guaranteed period of delivery. The Company does not accept any liability on any account of or for delay in delivery.
- 4) Partial delivery/shipment:** - The Company reserves the right to make partial delivery/shipment from time to time and raise invoice for the goods supplied/shipped. All payments in respect of the goods supplied/shipped must be made by you, as per the agreed terms and conditions.
- 5) Shortages/damages in transit:** - Any claim about shortages in the goods supplied/shipped by the Company shall be in writing and the delivery, if arranged by the Company, shall not be accepted by you without proper noting of shortages/damages in transit, so as to protect the claim the Company has against the transporter/shipping company. Notification of shortages/damages in transit must be received within ten days of date of receipt of delivery of goods by you.
- 6) Terms of delivery:** - **Ex-works Markal, Pune** unless specified in the offer. [Inco terms 1990].
- 7) Transfer of Property:** - The property in the goods to be sold shall stand transferred from us to you, as the buyer, at **Delivery to carrier at our works**
- 8) Transfer of Risk:** - All risks in respect of the goods and arising out of delivery, or after the delivery, shall stand transferred from us to you on **Delivery to carrier at our works**.
- 9) Insurance:** - The transit insurance shall be arranged by **buyer**.
- 10) Prices:** - The price quoted shall be subject to change without notice. Prices accepted shall be binding and shall be varied only with express agreement in writing. Any error, being stenographic communication mistake or clerical error, is subject to correction.
- 11) Taxes:-** Unless otherwise specifically agreed all taxes, including but not limited to excise duty, value added tax, central sales tax, customs duties, shall be on your account and the prices quoted shall deemed to be exclusive of taxes.

Address: Plot 'A', Markal Udyog Nagar, Alandi Markal Road, Markal, Pune – 412105

Tel : +91-(0)2135-690000

ECC no. : AABCN9163DXM001

CITI BANK N. A.

Email : pchoubey@maassflange.in,

CST NO. : 27900393661C

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sraje@maassflange.in

VAT NO. : 27900393661V

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12) Payments :- All payments due to the Company shall be received in the currency agreed, free of any deduction, adjustment or set off and without need to incur any charge/cost while receiving such remittance of the price from you. The time and manner of payment must be as agreed which may include payment in advance.

13) Cancellation and suspension: - The orders placed by you cannot be cancelled or modified unless expressly agreed by us. Receipt of any intimation to delay the delivery from you would entitle the Company to charge interest for the period of delayed delivery even if such change is accepted by the Company. Acceptance of cancellation of the order would be only subject to receipt of value of material purchased/to be used and work already completed by the Company, till the receipt of cancellation instructions and such cancellation shall be subject to only specific acceptance of the Company.

14) Warranty:- The Products of the Company are warranted to the extent that each of the Products is free from manufacturing defect. This warranty is valid for a period of one year from the date of supply/shipment. In case of any defect, identified and reported within a period of one year from the date of supply/shipment and accepted by the Company as a manufacturing defect, the Company shall replace the Product free of cost, but without any responsibility for payment of any charges such as customs duty, freight or other. Such claim regarding manufacturing defect shall be acceptable and the replacement can be claimed only and only if –

- a) The Product was used as recommended and in accordance with the approved installation and operating practices communicated.
- b) The failure/defect does not result from damage due to corrosion, abrasion or other wear and tear normally expected, or mishandling of the Product;
- c) The intimation about existence of such defect shall be given by you to the Company immediately and the intimation must be received within the agreed period of one year from the date of supply/shipment.
- d) The Company will not be responsible for any cost like labour cost nor shall be responsible to compensate, indemnify any other cost, liability or damage, whether suffered directly or indirectly, or for loss of profit, in any situation.
- e) The Company's responsibility for enforceable warranty claims shall be restricted only to supply of the part free of cost, as provided in these terms. All other warranties, guarantees or rights available to you as a buyer, either in law or by custom or otherwise, shall be deemed to have been waived by you by accepting these terms; There are no implied warranties of merchantability or fitness for any specific purpose, being goods selected by you after verification of the specifications and usefulness; in case the Company is not able to provide replacement Product, the Company shall be entitled to reimburse the price paid for the Product, accepted as defective by the Company, at its option and such payment shall be complete satisfaction of the warranty obligations of the Company and your rights in respect of warranty or any other claim based on the defects in the Product.

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15) Return of Material: - All goods supplied by the Company shall be deemed to be accepted by you and no Product can be returned, unless otherwise agreed by us in writing. In case of acceptance of return of goods sold, the Company shall be entitled to claim reimbursement of costs connected with supply/shipment of the goods and/or loss of value as may be estimated by the Company. Such decision of the Company shall be final and binding on all concerned.

16) Tools: - Unless otherwise agreed, all dies, tools and patterns required to produce the goods to be supplied shall remain the property of the Company even if payment of charges/cost by you. The preparation charges or procurement charges for dies, tools and patterns, if agreed to be paid by you, shall be paid as per the agreed terms. Payment of any such charges shall not result in any right, title or interest in respect of such tools and other goods available to you nor you shall be entitled to claim any return, delivery or reimbursement of any such tool or of cost relating thereto.

17) Intellectual Property Rights :- By purchase of goods as per these terms, you, as a buyer, shall be entitled to use the goods, but shall not be entitled to exploit any Intellectual Property Rights connected with the design or other aspect of the goods to be sold by us. Should we suffer any loss due to breach of our Intellectual Property Rights connected with the goods, we shall be entitled to claim damages as per the applicable law.

18) Patents/Intellectual Property Rights :- In case the Product is manufactured in accordance with design specifications, furnished/made available by you or as instructed by you, any third party claim regarding breach of patents, copyrights or other intellectual property rights or infringement of any rights of third parties shall be on your account and you shall hold, fully indemnify and keep harmless, the Company from any such cost or damages, including legal costs with Attorney's fees, suffered/incurred, or likely to be suffered, or required to be incurred by us and arising out of any such claim of third parties.

19) Exchange Control: - In case the sale of goods is in the course of export from India or the consideration is agreed in foreign currency, the performance of the Company shall be subject to the Exchange Controls or policies of the Government of India. Should we suffer any loss or lose any benefit or required to incur any penalty or required to incur any cost, due to delay in receipt of payment of price, or receipt of the payment in a manner other than the agreed manner, you shall be responsible to compensate for such loss, cost or damages.

20) No Waiver :- The Company's failure or delay in insisting, in one or more instances, upon the performance of the terms, covenant or conditions of the contract/arrangement and/or to exercise any right there under shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or condition or future exercise of such right nor shall it be deemed to be a waiver or relinquishment of any other term, covenant or condition or right available to the Company, as per these terms/agreement.

21) Governing Law: - This contract/arrangement shall be governed by the **laws of India** and construed and in force in accordance with the Laws of India, as applicable in the **State of Maharashtra**. The provisions of the United Nations Contravention of Contracts for International Sale of Goods shall not apply. The Courts at Pune, Maharashtra, India, shall have exclusive jurisdiction.

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22) Force Majeure :- Any delay in or failure of performance of the Company shall not constitute default of give rise to any claims for damages if and to the extent that such delay or failure is caused by occurrences beyond the control of the Company including, but not limited to : acts of God or the public enemy; expropriation or confiscation of faculties, compliance with any order or request of a governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom; embargoes or other export restrictions, fires, floods, explosions, accidents, breakdown, riots or strikes, lockout, other concerted acts of workmen, whether direct or indirect; non-availability of material, power or transportation facility, or any other causes whether or not of the same class or kind, as those specifically abovenamed, which are not within the control of the Company and which by the exercise of reasonable diligence, the Company is unable to prevent or provide against.

23) Invalidity: - Should any provision of these terms/agreement is held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the remaining provision shall not be affected. Such void, invalid, unenforceable or illegal term needs to be substituted by reasonable term, so as to insert an enforceable, valid and legal term herein, meeting the commercial intent behind the void, invalid, unenforceable or illegal term, so declared by a Court, or any Authority, having jurisdiction over such matter.

24) Survival: - Each of the representations, warranties, covenants and obligations set forth in these terms and conditions, each by their nature shall survive sale of goods by the Company to you for the agreed period. Each of the representations, warranties, covenants and obligations set forth in these terms and conditions made or undertaken by you shall survive the sale of the Product till the expiry of Five Year years from the date of sale.

25) Third Party Rights: - These terms are not expected or intended to create any third party rights, nor any third party shall have any claim against us, arising out of sale of goods by us to you as per these terms.

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