

SHRI BALAJI CERAMIC PRODUCTS – E339, RIICO IND AREA, BHIWADI – 301019, RAJASTHAN, INDIA  
SHRI BALAJI IMPEX – #405, ALANKAR PLAZA, CENTRAL SPINE, JAIPUR – 302023, RAJASTHAN, INDIA.  
SHRI BALAJI TUBES – H1-1362, RIICO IND AREA, BHIWADI – 301019, RAJASTHAN, INDIA.  
SHRI BALAJI METACHEM - #205, GIDC KABILPUR, NAVSARI, SURAT - 396424, GUJRAT, INDIA.

**CONDITIONS FOR PURCHASE OF GOODS AND SERVICES BY - SHRI BALAJI CERAMIC PRODUCTS, SHRI BALAJI IMPEX, SHRI BALAJI TUBES, SHRI BALAJI METACHEM**

**1. DEFINITIONS**

'Buyer' and/or 'Recipient' means SHRI BALAJI CERAMIC PRODUCTS, SHRI BALAJI IMPEX, SHRI BALAJI TUBES, SHRI BALAJI METACHEM. 'Seller' and/or 'Supplier' means the person, firm or company on whom the order is placed. 'Goods' means the materials, stores, machinery, plant or equipment described in the order, whether original, substituted or additional and any part thereof. 'Service(s)' means the services availed by Foseco India Limited. 'Specifications' means the technical description (if any) of the goods contained or referred to in the order of the Supplier's quotation/offer to which reference has been made in the order. 'Order' means the order placed by the buyer on the seller for the supply of goods and services. 'Contract' means the contract for the purchase of the goods and services to which these conditions shall apply.

**2. ACCEPTANCE**

All goods and services covered against the order are subject to buyer's acceptance both in regard to quantity and quality at the factory or manufacturing site where the goods are supplied or dispatched, or the work is carried out. The goods must conform to the quantity, quality, and description specified in the order. If the goods supplied do not conform to the standard specifications or samples approved by the buyer, the same shall be liable to be rejected at the supplier's cost, and risk. Buyer's decision in this matter shall be final, and binding on the supplier. Upon intimation of any such rejection due to manufacturing defect, the goods will have to be collected back by the seller from buyer's factory at seller's cost within one week from the date of intimation, either written or verbal. In case of failure to do so, the buyer shall not be held responsible for any damage or loss to the goods, and the supplier will be liable to pay storage charges depending on the quantity, volume, and the delay in collection of the goods. The acceptance of this order shall constitute a contract between the buyer and seller which will have the conditions and warranties as implied by law. The buyer reserves the right to cancel or amend the purchase order, in full or in part thereof, without assigning any reason. Original and duplicate copy of the invoice should always accompany the challan, along with the consignment of goods. Acceptance of any goods by the buyer shall not discharge the seller from the liability / damage or other legal remedy to any breach of any condition or warranty contained herein or implied by the law. If after acceptance of the goods or any part thereof, any defects therein either material, workmanship or otherwise become known to the buyer at any time, the buyer shall be entitled to reject such goods and hold the same at the seller's risk demanding free replacement with correct material at the seller's cost, and risk.

**3. TIME IS THE ESSENCE OF OUR ORDER(s)**

All goods or materials must be delivered within the stipulated time. Buyer reserves the right to cancel the order without liability or waiver of any other remedies and deem that the supplier / seller has failed to deliver the goods or materials according to the contract. If delivery of goods is not effected as specified in the order or within the delivery schedule given by the buyer or for unsatisfactory performance of the order, in such an event, the buyer will be entitled to purchase goods and/or avail services from any other source on supplier's account, in which case the supplier / seller shall be liable to pay the buyer, any difference between the price at which such goods / services had been purchased and the price as set out in the order or in case of delay in delivery of goods or supply of services, the supplier / seller agreeing to pay to the buyer such amount as will be decided by way of liquidated damage, to the extent of loss suffered by the buyer. All delivery instructions incorporated herein shall form part of the terms and condition.

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**4. DAMAGE OR LOSS IN TRANSIT**

The Seller will repair or replace free of charge any goods damaged or lost in transit, whenever the goods are delivered at the buyer's factory, by the supplier at his own cost, and risk. Wherever this is not applicable or specified, the goods will be covered for insurance by the buyer under the buyer's block insurance policy and only in such cases, goods are to be dispatched at the buyer's risk for which prior intimation must be given by the seller to the buyer at the time of dispatch of goods indicating the Lorry Receipt / Railway Receipt / Airway Bill Number giving complete information of the carrier. It will also cover the dispatches made by the seller to the buyer through the courier company.

**5. DEFECTIVE GOODS**

All defective goods must be collected by the seller from the buyer's factory where the goods were supplied / dispatched, within one week of receipt of intimation, failing which, the goods will be held by the buyer at the seller's risk, and cost. In such averment, buyer shall not be liable for any deterioration or further loss or damage to the goods.

**6. BILLS**

The bill / invoice relating to each supply must be submitted to the respective Accounts Department of the factory, in duplicate, which should include: -

- (a) Buyer's Purchase Order Number and date,
- (b) Supplier's / seller's challan number and date by which the goods were supplied,
- (c) E-way bill details, including details of any other document as may be applicable,
- (d) Carrier's Lorry receipt or consignment note no. and date,
- (e) Gross weight, tare weight and net weight of the materials supplied.
- (f) Rates to respective quantities, with a Net Payable.

**7. TAXES AND DUTIES**

It is agreed by and between the buyer and seller that the buyer shall be liable to pay the Goods and Service Tax (GST) to the supplier at applicable rate, upon accepting this order or execution of the contract, as the case may be. If any benefit accrues to the supplier, on account of GST, in the nature of reduced tax rate or benefit of input tax credit, in view of the stipulations contained under Section 171 of the Central Goods and Services Tax Act, 2017, then the supplier will be bound to pass on such benefit to the buyer, by way of commensurate reduction in prices of the goods or the services, as applicable. The discount, if any, offered by the supplier, will be pre-agreed discount. Any such discount given at the time of supply of the goods or services, shall be duly recorded and recovered in the tax invoice at the time of supply of the goods or services. If such discount is offered after the supply has been effected, then the discount shall be passed on to the buyer, by way of issuance of the credit note, taking into account the reduced rate of GST payable.

**8. FORCE MAJEURE EVENTS**

The seller shall be under no liability for failure to deliver the goods or services and the buyer shall be under no liability for failure to accept the delivery of the goods and services, when such failure is due to: -

- a. the Act of God or public enemy,
- b. fire, earthquake, floods, expansions, or other catastrophe,
- c. transportation embargoes,
- d. strikes & lockouts or closure.

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**9. PAYMENT TERMS**

Unless agreed otherwise or required by law, payment to the suppliers will be made after expiry of 90 days from the date of acceptance of the material by the buyer. Provided always that the payment, in the case of all suppliers, to the extent of the tax amount charged in the invoice / bill, will be held back by the buyer till such time the buyer does not get tax credit from the Government. The supplier on its part is required to upload the invoice / bill pertaining to the buyer on the GST website twice in a week, if necessary.

**10. MANUFACTURING SITES OF THE BUYER**

COMPANY NAME	LOCATI ON	COMPLETE ADRESS	GST
SHRI BALAJI CERAMIC PRODUCTS	BHIWA DI	E-339, RIICO IND AREA, PHASE - 1 BHIWADI, RAJASTHAN, INDIA.	08ABEFS78 56B1Z0
SHRI BALAJI IMPEX	JAIPUR	#405, ALANKAR PLAZA, CENTRAL SPINE, JAIPUR – 302023, RAJASTHAN, INDIA.	08ABOFS69 01K1ZN
SHRI BALAJI IMPEX	HYDER ABAD	SURVEY NO 140/1, BALANAGAR, MEHABOORNAGAR, HYDERABAD - 509202, TELANGANA, INDIA.	36AEGFS42 11M1ZV
SHRI BALAJI TUBES	BHIWA DI	H1-1362, RIICO IND AREA, BHIWADI – 301019, RAJASTHAN, INDIA.	08ADAFS16 54F2Z7
SHRI BALAJI METACHEM	SURAT	#205, GIDC KABILPUR, NAVSARI, SURAT - 396424, GUJRAT, INDIA.	24AAPP59 73M1Z3

11. The Buyer will use reasonable endeavours to fulfil its obligations contained in this Contract provided always that, save as provided in this Contract, the Buyer will not be liable for any pecuniary loss suffered by the Supplier as a consequence of any breach of contract, breach of statutory duty, negligent act or omission of the Buyer its servants or agents in or in connection with the supply of any goods or the design or manufacture thereof or in the carrying out of any work, (including but not limited to all work done in or in connection with the supply of any services required under the Contract or the provision of any information or advice).

12. (a) Subject to 11(b) the Contract sets out –

- i. the entire agreement and understanding between the Buyer and the Supplier in connection with the sale of the goods and supply of the services and shall supersede and replace all documentation previously issued by the Buyer purporting to set out its terms and conditions of sale; and
  - ii. the entire liability of the Buyer to the Supplier and the exclusive remedies of the Supplier against the Buyer under or in relation to the Contract.
- b. Nothing in these conditions shall exclude or restrict any liability that the Buyer may not exclude or restrict by virtue of the applicable laws.

13. Unless otherwise agreed by the Buyer in writing the Supplier shall have no rights in respect of any works or design prepared by, used by or belonging to the Buyer and the Supplier acknowledges that it shall not acquire any rights in respect thereof and that all intellectual property rights and the goodwill associated therewith are, and shall remain vested in the Buyer.

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14. The Supplier shall not use any design provided by the Buyer without the Buyer's written permission and where such permission is given, only within the terms and conditions specified therein. Any such use of the design shall bear a credit to the Buyer displayed in such a position and in such terms as agreed with the Supplier.
15. The Buyer shall not be used as a Credit Reference without prior written approval.
16. The proper law of all contracts with the Buyer shall be the Indian Law, which shall govern in all respects the construction and effect of such contract and of these conditions. The Supplier agrees that in the event of any dispute arising out of the Contract or the performance thereof he will submit to the jurisdiction of the Indian Courts.
17. **All disputes shall be subject to jurisdiction of law at the respective manufacturing sites of the Buyer, where the goods were delivered, or services were performed / rendered.**

**Updated on 26 January, 2021**