Enfros Technologies Pvt. Ltd.



TERMS AND CONDITIONS OF BUSINESS

1	Price	Prices are subjected to revision and prices prevailing on the date of dispatch will apply.
2	Taxes	All taxes and levies such as GST (CGST, SGST and IGST), are extra.
3	Freight	All costs on quotations and proforma invoices are to be assumed at Ex. Works Bangalore unless otherwise mentioned separately. In respect of Ex. Works price, the transportation (local and non-local) cost is on the customer's account. For Freight on Road (F.O.R) destination price, the freight costs will be borne by Enfros Technologies Pvt. Ltd. However, if costlier mode of transport is requested by the customer, then the freight will be borne by customer.
4	Payment	Payment to be made strictly as per payment terms decided. In the case when payment terms are not mentioned, by default 100% advance of payment is expected from the customer before dispatch of the materials. In the case where credit is offered, an overdue interest @ 24% P.A will be charged (from the date of dispatch) if the payment is not received on the due date.
5	Quantity Variance	Due to inherent process constraints, it may not always be possible to supply the exact quantities ordered and hence supplies are subject to variance.
6	Specifications	Tolerance for specification will be as per IEC standards maintained at Harohalli factory.
7	Order Amendment	All order amendments are strictly subject to written acceptance by us. Amendment size, tolerance, specification, etc., will be accepted only if the ordered items is not under manufacturing and its explicitly understood where such amendments are accepted, billing will be at higher rate as may be applicable.
8	Cancellations	All cancellations are strictly subject to written acceptance by us, cancellation of part or full quantities will be considered only if the ordered items are not under manufacturing.
9	Insurance	Enfros Technologies Pvt. Ltd. is not liable for any breakage of goods under transit. Goods damaged will not be replaced or no refunds will be provided for the same. Damage to the material to be claimed either from your insurance company or transporter.
10	Claims for damage/ shortage	All reasonable care will be taken for safe dispatch of goods. However, any shortage or rejection of material must be informed within 15 days of receipt of the material in written.
11	Handling of Loading Receipt (LR) and GST Invoice	The LR, e-way bill and the duplicate copy of the GST Invoice is sent through the transporter along with the material which must be collected by the buyer from the transporter. The receipt of materials in good condition per the PI/PO must be verified and confirmed by the customer on spot. Transporter LR copy must be attested with a seal and signature at the spot of receipt of the material. Enfros Technologies Pvt. Ltd. does not hold itself responsible in case customer fails to attest the LR copy for collect the Duplicate copy of the GST invoice from the transporter.
12	Force majeure	The delivery quoted is only approximate and is contingent on availability of raw materials, strikes, accidents and other circumstances beyond our control. We will not be liable in any way for non-performance either in whole or in part of any contract for any delay in performance thereof in consequence of strikes, lockouts, etc., shortage and for non-availability of raw materials, breakdown or accidents of machinery or other accidents of whatever nature, failure on the part of railways, and/or other carriers to carry essential raw materials to and finished products from the works and all causes of whatever nature beyond our control.
13	Embargo	The Buyer is prohibited from doing business, either directly or indirectly, with any and all countries/region that are subject to embargo & sanctions imposed by the United Nations, European Union and/or the United States of America (collectively the "Sanctioned Countries"). The seller confirms to have discharged its obligation to inform the buyer that engaging into business transactions with the Sanctioned Countries is prohibited, and the buyer confirms to be aware of the obligations and agrees to support the seller in the compliance with related regulations as such.
14	Jurisdiction	All claims arising out of contract and or supply shall be instituted in court of jurisdiction. For Bangalore, Karnataka - India only.