

TERMS & CONDITIONS
M/S PIROUZ SOAP MANUFACTURING COMPANY, IRAN
PI NO.:KM21112023/1F DATED 21.11.2023

Prices: Prices quoted are CFR IN EURO upto Mundra Seaport (INDIA) including packaging, inland haulage only

Spare Parts & Accessories: Goods will be invoiced at prices at the contracted rates. The Prices are EXWORKS and Exclusive of packing, loading, unloading, forwarding and wagon / truck registration charges, Storage charges customer side etc.

Duties & Taxes:The standard HS Code of packaging machine is 84224000. Custom duties, excise duties, handling charges, cost of storage at ports are in customers accounts.

Insurance: Unless otherwise instructed, will dispatch goods to the destination named by the customer, at purchaser's risk and uninsured. accept no liability for damages in transit.

Validity: PI is valid for 50 days from its date for placement of order and receipt of Letter of Credit (L.C.) opened in our favour. LC should be payable at sight. Even though a tentative delivery period is mentioned on the quotation itself, it should be confirmed with us before opening the LC. Latest shipment date should be at least 15 days after the quoted delivery period or 30 days after expected date of receipt of LC at our works, which ever comes later. Expiry date of LC should be 21 days after the shipment date.

Payment: 100% Advance Payment with PO before dispatch of the machine.

Delivery: 90 days from receipt of technically and commercially clear PO with advance amount receipt.

Warranty: M/s Khosla Machines Pvt. Ltd., Service Department, Mohali warrants subject as hereinafter provided that all new goods supplied by it are free from defects in material and workmanship. The said machine of KML has been tested and inspected by staff according to the test materials supplied by the Buyer. Its liability under such warranty being limited to make repair / replacement of any part or parts which shall become defective / fail within 15 (Fifteen) Months from the date when the Machine was delivered to the original purchaser or 12 (Twelve) months from the date of Installation & Commissioning, whichever is earlier. Drive belts, heating belts, hoses, rubber and plastic components, fasteners, electric bulbs, electric wiring, 'o'-rings, the parts which are having their own shelf life are not covered under warranty. However, any premature failures due to any reason, brought in to the notice of M/s Khosla; will be studied and settled on case to case basis. The warranty applicable to the proprietary articles like Automation Hardware, Pneumatics, Electrical & Electronics, Switch gears, Sensors, Vacuum System, Solenoid valves etc. is the one given by the respective manufacturers. Warranty of proprietary articles may be dealt by directly with the concerned manufacturer, manufacturer's local dealers or through Khosla Machines for settlement as per their warranty policy. At the termination of which period, all liability on KM part ceases. Damaged machine parts which may be replaced become the firm's property and are to be held at its disposal. Same as aforesaid KMPL will not accept any liability or entertain any claim of whatsoever nature for any reason.

Installation & Commissioning:

Customer to pay installation & commissioning expenses @ EURO 94 per day from day of arrival at buyers factory to day of departure from buyers factory -- Service

Technician for commissioning of machine will be sent on request after receipt of pre-installation report.

-To-and-Fro Air ticket, Boarding and lodging expenses at a decent hotel, all local transport from airport / hotel / factory has to be arranged and paid by the Customer for commissioning of machine.

-Machine shall be set and tested on sizes and shapes as per the trial material provided by the customer. Extra time to set the machine for new sizes decided on the last moment shall be in customers account.

-Over stay of technician due to non availability of trial material shall be in customers account.

-Expenses of visa extention/renewing of expired visa due to overstay has to be taken care by customer.

-Ticket confirmation for return journey will be the Customer's responsibility. For any delay in departure because of non-availability of ticket for return journey, these days will have to be counted as days spent on commissioning and expenses have to be borne by Customer.

-Customer to send / arrange invitation letter in the name of our technician both through fax and e-mail (Passport details will be provided by us).

-Customer to send name of Hotel, address, Tel no, fax no., e-mail, Contact Person, Designation, mobile no.

Limitation of liability: Liabilities will pass over to the customer immediately upon dispatch on ex-works basis. Shortage will not be entertained by KMPL unless informed in writing within 7 days after the arrival of goods at destination when dispatched by rail or road. Any expressed or implied statement, conditions or warranty, statutory or otherwise not stated herein is excluded and deemed to be inconsistent herewith, no liability is accepted for any incidental or consequential loss or damage on any account whatsoever. Goods once sold will not be returned.

Sizes: Shape and size play an important part in machine settings & size change parts. L(mm) x W(mm) x H(mm) of the sizes should be mentioned in PO.

Cancellation: In the event of cancellation of an order for machines/ change parts/ additional equipment/ spare parts, a cancellation charge will be payable by the purchasers. Such cancellation charge will be computed by KM based on the stage of manufacturer of the cancelled goods. Computation by KMPL based on the stage will be final and binding on the purchaser. No order embodying cancellation or penalty clause will be accepted by KMPL. In the event of cancellation of an order after payment of advance by the customer, KMPL reserves the right to forfeit the advance.

For Khosla Machines Pvt. Ltd.
21.11.23
Authorised Signatory

Trial material for testing the machine before dispatch : To be sent to our works free of cost at least 4 weeks before the negotiated delivery date, failing which the delivery and L.C. date have to be extended / amended accordingly by the purchaser at his own cost. Trial material shall be sufficient (wrapper/stiffener/soap) to run the machine atleast 15 minutes. Same shall be

dispatched to us in small lots to avoid any hassels at custom. And declared value shall be Less than 4200 INR.

-1000 soaps per size per machine or 15 minutes of running which ever is more.

-Minimum 15 Kgs Printed Wrapping Laminate for each size.

-Mandatory precautionary for dispatching the trial material.

-'No commercial value ceretificate' and declared value (≥4200 INR).

-A ceretificate from a 'CHEMICAL TESTING LABORATORY' saying the soaps are non-hazardous, giving the soap composition and other routine details.

Purchase order copy justifying that order on us is for machine and samples are required for testing purposes only.

Title & Risk: The consignment will be the property of the customer after receipt of all payment to be made by him in accordance with the delivery contract.

Force Major clause: KMPL shall be under no liability under any contract arising out of their quotation wherever fulfillment of KM of their supplier's obligations is hindered or prevented by causes such as fatal disease, eruption, flood, earthquake, hurricane, heavy rains, any act of government war, marine wars, civil Commotion, strikes, lockouts, fire accidents, explosions, epidemics, quarantine, orders of government or other duly constituted authority or any other cause beyond the control of KM. However, Computer failure due to any reason, Strike / lock outs involving own employees, breakdown of machinery etc. shall not be construed to be a situation or event of Force Majeure as listed hereinabove.

ARBITRATION : All disputes arising hereunder shall be subject to the jurisdiction of courts at Chandigarh / Mohali i.e our principal place of business.

Mandatory precautionary requirement: Buyer is advised to make all payments - advance payments, balance payments, full and final payments related to purchase of machines, spares or any services taken from us in our company bank account as per the details given to you in our Performa Invoice sent through mail or hard copy from our corporate email ids : khosla@khoslamachines.com.

-Specific Country wise 'Inspection Agency' and Inspection charges'

-Buyer to mention any such requirement in Letter of Credit or in Purchase Order(PO).

-Charges to be borne by Buyer. Cost will be added in the final invoice.

-Any Legislation Required Documents is country specific, takes time and costs and Could result in:

-Sailing may get delayed to complete procedural requirements.

-This may add to 'shut out'/'roll over' charges.

-Any preferential origin Certificate : Involves advance exercise, inspection, cost and follow up.

-Special Free Days at Destination: at the destination Consignee/Buyer gets 5 free days to get container released from the Carrier.. After that:

-Consignee/Buyer have to pay demurrage for the number of days till the time the empty container is returned to carrier after delivery.

-Demurrage is payable on 'week wise' tariff. More the delay, higher the rate per day

-Payment of demurrage has to be made at the origin itself to the Carrier alongwith negotiated freight

-Seeking Additional 'Free Days' are to be mentioned in the LC / PO.

-Buyer to give verification and valid reasons to justify.

-Special Mention on Bill of Landing(BL)

-Choice of carrier gets restricted and costlier the moment buyer asks for extra BL clause which most carriers refuse to declare on their BLs.

Documentation:

-For export, we shall submit the following documents, Certificate of Origin, B / L, Commercial Invoice, Packing List, Fumigation Certificate, Insurance papers (If CIF TERMS)

BANK DETAILS

KHOSLA MACHINES PRIVATE LIMITED
CURRENT ACCOUNT NO- 0575009300023408
IFSC CODE-PUNB0057500
AD CODE-0300483
SWIFT CODE-PUNBINBBCHA
BRANCH-PUNJAB NATIONAL BANK SECTOR 16 D CHANDIGARH

Our Address:

Khosla Machines Pvt. Ltd.
B-17, Industrial Area, Phase -2 , Mohali (Punjab)
Tel.: +91 172 -2227324,2225587

Email: khosla@khoslamachines.com

Web: www.khoslamachines.com

For Khosla Machines (P) Ltd
Authorised Signatory
21-11-23