

TERMS AND CONDITIONS – SALES

DEFINITIONS

“Company”: Means voestalpine High Performance Metals India Private Limited

“Customer”: Means the customer whose name is mentioned herein on the face of this document

“Conditions”: Means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Company

“Goods”: means the articles which the customer agrees to buy from the Company

“Services”: means the services which the customer agrees to take from the Company

“Order”: Means any request for goods/services issued by Customer or user of goods/services.

“Scope”:- Means the Scope as defined below

I. SCOPE OF SUPPLY

- a. The Company shall supply Goods and Services as per the description specified in the offer.
- b. Material shall conform to quality standard as specified on Test Certificate (TC).
- c. In case of hot die steels for HPDC, tool steels shall conform to NADCA standard.
- d. We shall share all technical details pertaining to tool steel supplied.
- e. Delivery committed shall be based on agreed Order Confirmation terms.
- f. We follow all relevant statutory and safety regulations in our activities.
- g. For all technical and commercial matters please contact our outside sales / inside sales.

II. THE PRICE AND PAYMENT

1. Payment of the price shall be due, without any deduction, as specified on the surface of this paper. In case of direct deposits by the customer, the payment needs to be done as per the details mentioned in the Invoice.

All payment needs to be done and the Time for payment shall be of the essence. All other terms and conditions relating to the payment shall be specified herein under:

If the Customer fails to make payment on the due date then, the Company shall be entitled to:-

- a. Cancel the contract or suspend any further deliveries to the Customer;
- b. Charge the Customer interest on the amount unpaid, at the rate of 2% per month until the payment in full is made (a part of the month is being treated as a full month for the purpose of calculating interest).

2. All Sales and other taxes either existing or imposed or assessed in future on this sale is to be paid by the Customer. In the case of failure to provide proper sales tax deduction form “C”/Local sales tax Declaration, the difference between the Concessional rate of Sales tax and Full Sales tax shall be to the customer account.
3. Cash payment should not be paid to any representative of the Company.
4. Cheques/Demand Drafts/LC issued for Payment will be deposited in our various branches of respective banks across India. Receipts issued for Payment by Cheques/Demand Drafts/LC are subject to realisation.
5. The Company reserves the right, by giving notice to the Customer at any time before delivery to increase the price of goods to reflect any increase in the cost to the Customer which is due to any factor beyond the Control of the Company (such as, without limitation, regulation alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture)
6. All orders are subject to acceptance by Company, any pre-printed terms and conditions attached to the Order will be deemed null and void.
7. As per mutually agreed terms. In case of payment getting delayed beyond the agreed period, an overdue interest will be charged @ 2% per month on the outstanding amount

III. DELIVERY OF THE GOODS AND SERVICES

1. Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing.
2. The Customer shall inspect the Goods on delivery and shall within 48 hours of delivery notify the Company in writing of any alleged defect, shortage in quantity, or as to the nature of quality. If the Customer fails to comply with this provision the Goods shall be conclusively presumed to be in accordance with the contract and free from any defect or damage which would be apparent on a reasonable examination of goods and the customer shall be deemed to have accepted the goods.
3. The Company would not be responsible for the following:-
 - a. In case Defects generated on account of Tool/component manufacturing processes
 - b. Wrong usage of tool/components
 - c. Bad maintenance practice of the tool
 - d. Inappropriate HT done by external heat treatment shop
 - e. Tool life being affected by incorrect shop practice during usage

- f. Premature failures due to design limitations
- g. Failure of tool for reasons other than attributable to supply of Steel and Value Added Services rendered by voestalpine High Performance Metals India

In-case of any deviation observed in quality of Steel or Value Added Services, it should be reported within 7 days of receipt.

IV. RISK AND PROPERTY

1. Risk of damage to or loss of the Goods shall pass to the Customer
 - a. In case the goods to be delivered at the Company premises- At the time when the Company notifies the Customer that the Goods are available for collection.
 - b. In case the goods to be delivered otherwise than at the Company's premise, at the time of delivery at the Customer premises, Transport Company designated by the Company or any other place designated by the Customer, at the time when the Company has tendered delivery of the Goods.
2. Notwithstanding delivery and the passing of risk in the goods, or any other provision of these conditions, the property in the goods shall not pass to the Customer until the Company has received payment in full of the price of the goods and also other goods agreed to be sold by the Company to the Customer for which payment is then due.

Until such time as the property in the goods passes to the Customer, the Customer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the goods separate from those of the Customer and third parties and properly stored, protected and insured and identifies as the Company's property, Until that time the Customer shall be entitled to re-sell or use the goods in the ordinary course of business, but shall account to the Company for the proceeds of sale or otherwise of the Goods, whether tangible, including insurance proceeds, and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds, property stored, protected and insured.

V. LIEN

In addition to any right of lien to which the Company shall be entitled to a general lien on all goods Risk of the Customer in their possession (although such goods or some of them may have been paid for) for the unpaid price of any other goods sold and delivery by the Company to the Customer and for the moneys owing by the Customer to the Company upon this or any other contact.

VI. WARRANTIES AND LIABILITY

The Company warrants that the Goods will at the time of delivery correspond to the description given by the Company.

VII. GENERAL

No waiver by the Company of any breach of the contract by the Customer shall be considered as waiver of any subsequent breach of the same or any other provision.

The specification and design of the Goods including copyright, design right or any other intellectual property in them shall as between the parties be the property of the Company.

These conditions shall apply to all contract for the sale of goods by the Company to the Customer to the exclusion of all other terms and conditions including any terms or conditions which the Customer may purport to apply under any purchase order confirmation of order or similar document.

The Company shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Company of this contract.

In the event of any breach of this contract by the Company, the remedies of the Customer shall be limited to the damages. However under no circumstances shall the liability of the Company exceed the Price of the Goods.

The Company has the right to change, amend alter or revise the above General Terms and Conditions from time to time without prior notification.

VIII. JURISDICTION

All the disputes are subject to the jurisdiction of Mumbai Courts only.

IX. RECOMMENDATION

The following are the recommendation

- a. Ensure tools/components are manufactured with good understanding of material and machining processes.
- b. Ensure no strain hardening or cracks generate during machining.
- c. Do not allow untrained persons to handle the tool/components.
- d. Protect the tool at all stages to avoid damage or Corrosion.
- e. Ensure timely maintenance and Stress Relieve is done periodically based on complexity of tool.
- f. During usage, ensure machine operators are well trained in executing their tasks as per Standard Operating Procedures (SOP).
- g. Ensure during transportation of tools for VHT and Coating, proper packing is done and insurance is covered.
- h. Before sending tools for VHT or Coating, ensure no nonferrous material are present in the tool .Also maintain the right surface quality and geometry as required for the process.