

## General Conditions of Sale

### **1. Scope of Application**

All supplies and the services associated with them shall be provided exclusively on the basis of these General Conditions of Sale. References made by Buyer to his general terms and conditions are hereby rejected. These General Conditions of Sale shall also apply to all future business. Deviation from these General Conditions of Sale require the explicit written approval of Goodie International (hereinafter "Goodie").

### **2. Offer and Acceptance**

Goodie's quotations are not binding offers but must be seen as invitations to Buyer to submit a binding offer. The contract is concluded by Buyer's order (offer) and by Goodie's acceptance. In case the acceptance differs from the offer, such acceptance constitutes a new non-binding offer of Goodie.

### **3. Product quality, specimens and samples; Warranty**

**3.1** Unless otherwise agreed, the quality of the goods is exclusively determined by Goodie's product specifications.

**3.2** The properties of specimens and samples are binding only insofar as they have been explicitly agreed to define the quality of the goods.

**3.3** Quality and shelf-life data as well as other data constitute a guarantee only if they have been agreed and designated as such. Buyer must follow the storage conditions defined in the MSDS of that chemical / spare part / machine .

**3.4** Buyer shall use its best efforts to take proper and safe methods of storage, handling / maintenance and use of the Products supplied by Goodie, including their use in combination with other Products as may be appropriate to their requirements and consistent with the Health, Safety and Environmental standards as expressed in the Manual / MSDS.

### **4. Advice**

Any advice rendered by Goodie is given to the best of his or her knowledge. Any advice and information with respect to suitability and application of the goods shall not relieve Buyer from undertaking his own investigations and tests.

### **5. Prices**

**5.1** If Goodie's prices or Goodie's terms of payment are generally altered between the date of contract and dispatch, Goodie may apply the price or the terms of payment in effect on the date of dispatch. In the event of a price increase, Buyer is entitled to withdraw from the contract by giving notice to Goodie within 14 days after notification of the price increase.

**5.2** The Buyer should check the price, quantity, taxes and calculations made in the invoice thoroughly. In case of any discrepancy the same should immediately be brought to the notice of Goodie with 15 Days. The seller deserves the rights to raise Supplementary Invoice / Debit Note or Credit Note, if found discrepancy any later on in the Original Invoice within 180 days from the date of issue of invoice.

### **6. Delivery**

Delivery shall be effected as mutually agreed with the Buyer in writing. General Commercial Terms shall be interpreted in accordance with the INCOTERMS of General Conditions of Sales in force on the date. In event of the change of address, the Buyer shall intimate the same to the Seller. The Buyer shall make all arrangements to take delivery of the goods on the dates informed by the Seller.

**6.1** The Buyer will, in every case examine the goods on taking delivery and thereafter will have no claim at the Company on account of damage to the goods, shortage of weight or as to the nature of quality of the goods or any matter whatsoever.

**6.2** The Buyer will also provide the Transit Forms (Road Permits) to Seller to enable them to dispatch the goods. Any error found in Road Permit submit to any fine /penalty from government authority shall be in the scope of Buyer.

### **7. Insurance:**

Transit Insurance shall be in the scope of Buyer and to arranged by the Buyer.

### **8. Damage in Transit**

Notice of claims arising out of damage in transit must be lodged by Buyer directly with the carrier within the period specified in the contract of carriage and Goodie shall be provided with a copy thereof. No transit Shortage/Damage claims shall be entertained by the Seller without Shortage/Damage Certificate duly acknowledged by the carrier. Goodie's Liability will be subjected to the "scope of clause 6 & 7".

### **9. Compliance with legal requirements**

Unless specifically agreed otherwise, Buyer is responsible for compliance with all laws and regulations regarding import, transport, storage and use of the goods.

### **10. Performance of Products**

The performance of the products are subject to proper handling and manner of use. Seller shall not be liable for any damage arising out of improper use and /or handling. In such a case, the warranty terms shall stand void. No representative of ours has any authority to waive or change this provision.

### **11. Communication**

Any notice or other communication required to be received by a party is only effective at the moment it reaches this party. If a time limit has to be observed, the notice or other communication has to reach the recipient party within such time limit.

### **12. Applicable Taxes**

Any Taxes, Cess or Duties levied by Central Government, State Government, Local or any other authority now in force or hereafter be imposed on the Sale or Service transaction / transportation or Supply/Delivery of the goods shall be applicable and directly paid by the Buyer OR if charged in invoice i.e. directly paid by the Seller, shall be reimbursed to the Seller by the Buyer.

**12.1** It shall be the sole responsibility to the buyer to provide Form C/ Vat D1 or applicable declaration forms wherever applicable while purchasing goods. In case of non receipt of such statutory form Buyer will be liable to pay differential tax amount along with an interest @ 24%.

**12.2** Buyer shall be sole responsible to provide GST registration / Pan and Other Statutory applicable details to Seller before invoicing and should inform within 7 days after receipt of invoice copy to Seller, if found discrepancy any. Seller deserves the right to make/amend/provide any changes within the allowed legal scope only. Any tax loss subject to input credit due to wrong info provided will be solely borne by buyer and will be liable to pay full invoice amount to seller as per agreed terms..

**12.3** In case of any change in taxes or any clerical calculation mistake or difference in invoices for taxes or any other reason, the discovering party will inform the buyer / seller and will raise subsequent supplementary debit or credit notes for such difference. The supplementary invoices debit note / credit note will need to be paid within the same payment terms as originally agreed.

### **13. Jurisdiction**

Any dispute arising out of or in connection with this contract shall be heard, at Delhi and only the Courts of Delhi shall be competent to try all cases/suits arising out of the sale/service.

### **14. Applicable law**

The contractual relationship shall be governed by the laws of India, Delhi Jurisdiction

### **15. Payment**

The payment should be made only by crossed Cheques/ Bank Drafts or Bank transfer in favour of GOODIE INTERNATIONAL PRIVATE LIMITED on any of the Scheduled Banks or any other mode as may be agreed through normal banking channels. In no event any cash payment is to be made against this invoice. In case any cash payment is to be made against this Invoice by the Buyer or any person/party on its behalf to the Company or any of its employee/person the same will not be treated as valid payment in discharge of this Invoice and the Buyer / person would be doing so at its own risk and consequence. The Buyer shall not for any reason suspend payment or make any deduction by the way of set-off. In case any amount is withheld or sought to be set-off/adjusted unless specifically agreed in writing by Authorised Officer of the Company such withholding/ set-off will not be accepted as valid discharge of the payment.

### **16. Delay in Payment**

**16.1** Failure to pay the purchase price by the due date constitutes a fundamental breach of contractual obligations.

**16.2** In the event of a default in payment by Buyer, Goodie is entitled to charge interest on the amount outstanding at the rate of 24% percent per annum.

### **17. Buyer's rights regarding defective goods**

**17.1** Goodie must be notified of any defects that can be discovered during routine inspection within four weeks of receipt of the goods; other defects must be notified within four weeks after they are discovered. Notification must be in writing and must precisely describe the nature and extent of the defects.

**17.2** If the goods are defective and Buyer has duly notified Goodie in accordance with item 17.1, Buyer has its statutory rights, provided that:

a) Goodie has the right to choose whether to remedy the defect or supply Buyer with non-defective replacement goods.

b) With regard to claims for compensation and reimbursement of expenses on a defect, item 18 applies.

**17.3** Buyer's claims for defective goods are subject to a period of limitation of one month from receipt of the goods.

### **18. Liability**

Goodie is not liable to Buyer in case of impossibility or delay in the performance of its supply obligations if the impossibility or the delay is due to orderly compliance of regulatory and legal obligations

### **19. Warranty of Goods**

All products are warranted to be up to standard terms as communicated or specified in Sales Quote or in writing by Seller to Buyer. In case, if any warranty term is not specified in Sales Quote or in writing from Seller to Buyer that will be excluded from the scope of Warranty. No claims will be recognized unless notified in writing within 7 days after receipt of goods.

**19.1** In case of a Seller recognised Warranty claim, the Seller reserves the right to deal with such goods in the best possible manner - towards repair, replacement etc.. The decision of the Seller will be final.

**19.2** The liability of the Seller will be limited to the cost of goods sold. All travelling expenses of Sales Engineer for Installation, Repairs or any other post supply visit shall be in the scope of Buyer Only.

### **20. Security**

If there are reasonable doubts as to Buyer's ability to pay, especially if Buyer is in default of payment, Goodie may, subject to further claims, revoke agreed credit periods and make further deliveries dependent on the provision of sufficient security.

### **21. Retention of Title**

#### **21.1 Simple Retention of Title**

Title to the goods delivered shall not pass to Buyer before the purchase price has been paid in full.

#### **21.2 Expanded Retention of Title**

In case Buyer has paid the purchase price for the goods delivered but not yet completely fulfilled other debts arising out of his business relationship with Goodie, Goodie retains, in addition, title to the goods delivered until all such outstanding debts have been completely paid.

#### **21.3 Retention of Title with processing clause**

In the event Buyer processes the goods delivered by Goodie, Goodie shall be considered manufacturer and shall directly acquire sole title to the newly produced goods. If the processing involves other materials, Goodie shall directly acquire joint title to the newly produced goods in the proportion of the invoice value of the goods delivered by Goodie to the invoice value of the other materials.

#### **21.4 Retention of Title with combination and blending clause**

If the goods delivered by Goodie are combined or blended with material owned by Buyer, which has to be considered the main material, it is deemed to be agreed that Buyer transfers to Goodie the joint title to such main material in the proportion of the invoice value of the goods delivered by Goodie to the invoice value (or, if the invoice value can not be determined to the market value) of the main material. Buyer holds in custody for Goodie any sole or joint ownership originating therefrom at no expense for Goodie.

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