



Work with the Experts

## TERMS AND CONDITIONS OF SALE

### PRICE QUOTATION

All quotations would be firm for a period of 30 days unless otherwise agreed or confirmed separately any other period. All orders placed by the Buyers are subject to acceptance by BDK ENGINEERING INDUSTRIES LIMITED. All delivery dates are subject to prior sale.

### PAYMENT

Unless otherwise stated on the quotations, the payment shall be T.T before shipment from Seller's works. Any other mode of payment term to be discussed and agreed mutually in written form. Seller reserves the right to demand other terms of payment different from those specified herein whenever it reasonably appears that the Buyer's financial condition requires such a change. Seller may suspend production, shipment or delivery until receipt of payment of all amounts, whether or not due, owing to Seller or until adequate arrangements for payments are made.

### PACKAGING

Unless otherwise stated on the purchase order, goods will be packed as Seller deems necessary for proper protection. Export shipments will be subject to an additional charge for special seaworthy packing.

### SHIPMENT

Routing and manner of shipment will be at Seller's discretion and may be insured at Buyer's expense; value to be stated at order price. The Seller does not accept standing general or blanket shipping instructions. Full shipping instructions must accompany each individual order. No claim for shortages will be allowed unless made in writing within (10) days of receipt of shipment. Claims for material damaged or lost in transit should be made to the carrier, as Seller's responsibility ceases on delivery to the carrier. Shipping schedules and statements as to the expected date of shipment by Seller represent Seller's best estimate and shipment in accordance with such estimate is not guaranteed. Seller is not liable for any freight costs because of late delivery.

### DELIVERY

Delivery and shipment dates are estimated schedules only; unless otherwise specified, schedules commence with the date the Seller receives authorization to proceed with the order and order is accepted into production. In estimating such dates, no allowance has been made for delays of carriers or delays from labor difficulties, shortages, strikes or stoppages of any sort, fires, accidents, failure or delay in obtaining materials or manufacturing facilities, acts of government affecting Seller directly or indirectly, bad weather, or any cause beyond our control or causes designated Acts of God or forces majeure by any court of law, and the estimated delivery date shall be extended accordingly.

### WARRANTY

Seller warrants all parts and assemblies to be free from defects in design, material and workmanship for a period of one year from date of shipment from the Seller's plant. The Seller reserves the right to examine all parts and assemblies claimed to be defective. All parts and assemblies which are determined to be defective in either material or workmanship may, upon express authority of the Seller, be returned to the Seller's plant prepaid and will be repaired or replaced as deem fit. In no event shall the Seller be liable for any consequential costs or damages. This warranty is expressly in lieu of all other warranties, expressed or implied and whether of merchantability or fitness. This warranty does not apply to parts and assemblies which have been subject to misuse, negligence, improper storage and handling or accident. Also, it does not apply if repairs, modifications or reconditioning work is undertaken without prior written approval of the Seller. The Buyer is required to examine all parts and assemblies immediately upon receipt of shipment and promptly notify the Seller of any defects or alleged defects of the parts and assemblies.

### RETURNS

Returns must not be made without Seller's written consent. Goods must in all cases be carefully handled, properly packed and shipped prepaid. Goods authorized for return are subject to a restocking charge based upon our inspection which may include any charges for retesting, reconditioning or repainting as required. Seller reserves the right to refuse credit for unwanted fabricated items. Goods returned for repair will be subject to our evaluation and charges will be based upon replacement of parts and labor.

### NOTE

Seller reserve the right to correct obvious clerical errors in quotations, invoice and other contracts.

### TERMS

T.T. Before Shipment.

### MINIMUM CHARGE

\$75.00 (Net)

### FREIGHT

All shipments are F.O.B. Hubli , INDIA