

CENTURY ENKA LIMITED-
(Domestic Sale, all Centers)
TERMS AND CONDITIONS OF SALE OF GOODS-YARN & OTHERS

Payment

1. Payment shall be made by the Buyer's against delivery.
2. The Seller shall issue the invoice in favor of the buyer even though the order placed by the dealer copy of invoice will also be sent to dealer vide system generated mail.
3. In case of Sale against letter of credit(LC), LC shall be open before deliver of goods for the invoice amount and shall irrecoverable and without recourses with a schedule bank in India in favor of the Seller for the full amount of the invoice quantity. The format of LC shall be executed only after approval of the seller.LC shall be discharged by the bank in favour of Seller on presentation of invoice and/ or delivery ordered issued by the Seller, and/ or relative railway, transport receipt. LC shall not require Sellers to produce any documents to the bank other than those mention in this clause.
4. The dealer is required to make the payment as per prevailing sales policy at time of Invoicing. Sales on 7th day (RTGS) or 4th day vide Cheque for Intra-state& on 11th day (RTGS) or 8th day vide cheque for Inter-state from Invoice date.
5. The interest @ 18% shall be charged in case of delay payment, beyond due date as mentioned in clause-4.
6. If Dealer makes payment to the Company on behalf of the buyers under Dealers Agreement, Dealer shall be subrogated in place of the seller with all the rights of seller for recovery of dues from the buyer with regards to all the monies paid by dealer to the seller together with interest and all costs, charges and expenses suffered or incurred by Dealer. Dealer can also file a suit against the buyer and in no case the buyer can raise any questions even before the court of law that the seller has supplied goods to the buyer and dealer have no right to recover the money. The dealer only has to show the proof of payment including the letter issued by the seller for payment received on behalf of buyer before the court in this regard.

DELIVERY

7. The Sellers are not under any obligation to give information that the goods are ready for delivery at the godown of the Seller or distributing agent (if any). However, in the event of such intimation, the Buyers shall agree to take delivery of the goods mentioned in such intimation within 24 hours from the receipt of such intimation.
8. After intimation as per para-7, buyer shall bound to take all goods ready for delivery. If buyer failed to lift goods before due date as per para-7 or lift only the part of goods then the remaining goods shall be only held by the Sellers on account and risk of Buyers as regards to loss, damage, deterioration or otherwise. In such circumstance, the buyer shall not raise any queries or claim with regards to quality of goods on account of short lifting of goods or non-

lifting of goods from seller godown. The Seller, at its sole discretion, shall be entitled to charge invoice value of goods lying with seller. The Sellers after giving not less than 7 days' notice to the Buyers, which shall be deemed to have been duly delivered if sent by registered post to the last known place of business or residence of Buyers, shall be entitled, at the risk of buyer, to public auction and/ or private sale or both on such terms and condition as the Seller may think fit. If the net sale proceeds of the goods shall be less than the price/invoice of the goods along with all other charges plus interest as mentioned in this policy, the Buyers shall undertake to pay on demand the deficit to the Sellers. In case, if the net sale proceeds of the goods shall be more than the price of the goods along with all other charges plus interest as mentioned in this policy, the seller shall adjust the payment dues against the buyer.

9. If the Seller is not able to deliver the entire goods or any part thereof within the specified time period by the reason of seller's working short time due to Force Majeure or governmental restriction, temporary closure of seller's plant, fire, war, stoppage/hindrance in the supply of raw materials, flood, power explosion, accident, strike, riots, lock out, disorganization of labor/transport, breakdown of machinery or any inevitable/unforeseen event beyond the directly or indirectly control of the seller and interfering with working of the plant of the Sellers then the Buyers shall be bound to take delivery of such part of good as the Sellers may be in a position to deliver (if any) and the time for completing the remaining invoice quantity be extended for such time as the Sellers may at their sole discretion decide considering the aforesaid factor. Provided that if the sellers are unable to deliver the goods for three consecutive months according to English Calendar, then the Buyers shall have the option to cancel the contract by giving notice in writing to the seller in respect of the remaining invoice quantity. In such event, the buyer is bound to take delivery of goods subject of buyer invoice or any part thereof, stored at the seller's or distributing agent's godown pending delivery or in process of production (WIP). Goods destroyed or damaged by fire, water, or other causes beyond the seller's control and rendering goods unfit for sale, the contract in respect of such goods shall be deemed to have been discharged as per para-8 or cancelled by mutual consent only. In such circumstances, the Buyers shall have no claim against the seller in respect of such goods in court of law or otherwise. In case the buyers had made advance payment in respect of such goods, the buyers shall be entitled to get refund thereof or adjustment of dues, if any, as per the policy. The Sellers shall have a general lien on all goods of the Buyers for the time being in the possessions of the Sellers (including goods already paid for but of which delivery may not have been taken by the Buyers) for the total amount due to the Sellers for the time being under this invoice and also for any amount due to the Sellers under any other invoice with the Buyers either alone or jointly.

10. The Sellers will have the option to deliver sub-standards or lower grade yarn, if buyer agree, in place of the first grade or any other grade yarn. Price of sub-standards or lower grade yarn shall be mutually agreed price. Further, the buyer shall not claim about quality and price in respect of such sub-standard or lower grade yarn once agree.
11. In case of goods dispatched by rail or any other transport agency, the date of the railway receipt or receipt obtain for any such transport agency in respect of the consignment shall be deemed to be the date of delivery. In all other case the delivery date shall be the date on which the goods leave the Seller warehouse/Seller factory/Seller/godown.

QUANTITY

12. The goods sold under this invoice are strictly on understanding that the Sellers invoice WEIGHT is final.

COPS

13. Normally the goods will be supplied by the Seller to the Buyer on Paper tubes & sometimes on cops, unless otherwise specified in the delivery order and / or invoice. It is a specific condition of the sale that the Buyer shall return the cops to the Sellers at the place of delivery of goods i.e. either at the factory site at Pune godown or godown at the up-country centers, if any in case the Sellers have a godown at any such centre for delivery of goods. It is also a specific condition that such return of cops shall be effected as aforesaid within a period of 45 (Forty Five) days from the date of delivery goods, time being the essence of the transaction and that the cops shall be returned in good condition and to the entire satisfaction of the Seller. If the Buyers fail to return the cops within 90 days of delivery, the Buyers shall be liable to pay on demand to the Sellers liquidated damage calculated at the market value of the cops prevailing on the date of demand as determined by the Sellers based on prevailing company's policy in this regard including tax, if any, or a sum of Rs 10/- whichever is higher. The decision of seller shall be final, conclusive, and binding on the Buyers.
14. In the event of the buyer returning the cops otherwise than in good condition and to the satisfaction of the Sellers. The Buyer shall be liable to pay equal to the value of the loss or damage caused to the cops for any reason whatsoever. The value of such loss or damage to be determined by the Sellers, whose decision shall be final, conclusive, and binding on the Buyers.

BEAMS

15. Beams pivots are the property of Sellers. They are returnable altogether by the Buyer within 7 days from the date of invoice. All expenses regarding damage to the beam pivot will be recoverable from the Buyer.

16. Any complaint regarding quality of yarn on beam must be made within seven days from the receipt on the goods. Complaints received thereafter will not be entitled. Seller's responsibility regarding the quality of yarn ceases when beam is converted into gray fabric or any other form.

PACKING MATERIAL FOR YARN

17. If Buyer fails to return yarn support (like Jumbo Box, pallets, PVC sheets) or other packing material which remains Seller's property within the period of time to be fixed by Seller and in a state allowing their re-use, Seller shall have right to debit Buyer for the same at replacement values and to demand immediate payment thereof.

QUALITY OF GOODS

18. The Buyers at the time of taking delivery shall examine the packing. No complaint related to packaging shall be entertained by the Seller after delivery of goods is affected.
19. All other disputes regarding the contracted goods shall be communicated to the seller in writing within two weeks from the date of delivery of the goods. No complaint shall be entertained after the expiry of two weeks from the date of delivery of goods. If it is found on inspection that the goods tendered are not of the invoice quality the same will be replaced by the Sellers or price of goods will be refunded at the option of the Sellers.

QUALITY DISPUTES

20. In case of disputes regarding the quality of goods, such disputed goods will be tested in the laboratories of the Sellers according to their system of testing in the presence of the representative of the Buyer if the buyer so desire, and the result of such test would be binding on the parties hereto.
21. The Buyer shall bring at their cost and risk the goods in question for being tested in the Sellers laboratory.
22. If goods are not of the correct quality the same shall be replaced by the Sellers who in such event shall also bear the reasonable expenses of transporting the defective goods to the Sellers laboratory and redelivery of the respected good.
23. If goods found to be of correct quality or damaged by Buyer or his agents, Seller is not liable for replacement of such goods and to bear any types of charges.

TRADEMARKS

24. The goods under this invoice shall bear trademarks as may be decided by the Seller from time to time. The Buyers agree not to use any other trademark or any expression without the seller's prior written consent. The Buyer shall be free to sell their products containing or consisting of goods under this invoice provided they incorporate as a condition of their sale a clause to the effect that their customers shall not use any trade mark of Sellers. The Buyer shall immediately intimate the Seller in writing of such use of the Sellers trademarks.

GENERAL

25. In respect of any products manufactured by the Buyers which are made wholly or partly from the goods under this invoice, the Buyers agree to send samples of those products to the Sellers from time to time, free of cost.
26. It is expressly agreed by the Buyers that they shall not resale the goods covered under this invoice unless otherwise agreed to by the Seller in writing.
27. The Sellers and /or their authorized representatives shall be entitled to visit and inspect the factories of the Buyer, including those where goods under this sale are used at any time to examine books, paper, machinery, site and process conditions, products etc. and make note of the same. The Buyers shall give all facility on a priority basis as may be required by the Sellers in this behalf. In case where the seller gives technical advice to Buyer with respect to the processing or treatment of goods, it is agreed that such advice is given without any liability on the Seller's part.
28. The property in the goods will not pass to the Buyer until the price has been paid in full by the Buyer to the Seller. For F.O.R deliveries, seller shall bear transit risk. For Ex-factory Sale, the risk of transit shall be borne by buyer.
29. The Contract shall be from principal to principal.
30. Anything written by Buyers in any language in this invoice except their signature or initial shall be void and of no effect and shall not be constructed as part of the terms and condition of this sale.
31. Any notice or other document intended for either party here to shall be deemed to have been validity served if sent by post to the address which appears herein.
32. The Contract shall be deemed to have been entered into the Pune. All proceeding which either party to the contract may be entitled to take against the other under the contract shall be instituted in a court having jurisdiction in the city of Pune only.
33. In the event of the time for delivery having been extended as herein before mentioned, all the terms conditions of this contract shall continue to apply mutatis mutandis.
34. The Sellers responsibility ceases immediately after goods are handed over to the Railway and/ or carriers and a clean receipt hereof is obtained and the Sellers will not be liable for loss of goods in transit unless otherwise specified. Goods will be dispatched by Road Transport and/ or goods Trains entirely at the Buyer's risk. If desired by the Buyer, the goods having been sent by Road Transport will be insured against Road Risk and premium charged extra to the Buyer.
35. All claims against damage to goods in transit as specified in clause -34 above will be lodged with the carriers by the Buyers and the Sellers are in no way liable to the buyers or any or all such claims.

36. The Sellers shall not be liable for any defect in the goods occurring at the Buyer's end (by the Buyer's men, material, machinery or management) due to any reason whatsoever.
37. The rights and liabilities arising out of this sale shall not be assigned by the Buyers to a third party without the written consent of the Sellers.
38. In case of waste, materials are sold as is where is basis and no claim whatsoever subsequent to lifting of materials from Seller factory will be entertained.