

Supply Terms and Conditions

1. Price as applicable on the date of dispatch shall be charged.
2. Payment should be made by "A/C Payee only"-bank draft/cheque or bank remittance by NEFT/RTGS in favour of the Company.
3. Payment to be made within the stipulated time otherwise interest @ 24% p.a. may be charged for delayed payment. Interest will be calculated from the due date of payment until the receipt by Company on the full amount.
4. Any and all expenses, costs and charges incurred by the Customer in the performance of its obligations under this agreement shall be paid by the Customer unless the Company has expressly agreed beforehand in writing to pay such expenses, costs and charges.
5. The Company may at any time set off any liability of the Customer to the Company against any liability of Company to the Customer (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated, and irrespective of the currency of its denomination) or against any security or negotiable instruments available with the Company and may for such purpose convert or exchange or invoke such security or negotiable instrument for recovery of any overdue liability of the Customer. Any exercise by the Company of its rights under this clause shall be without prejudice to any other rights or remedies available to Company under this Agreement or otherwise.
6. The Customer will not be entitled by reason of any set-off, counter-claim, abatement, or other similar deduction to withhold payment of any amount due to the Company.
7. Delivery of goods shall be completed as soon as the goods are delivered to the carrier and title & all the risk of goods stands transfer to buyer immediately.
8. In case of any complaint at the time of taking delivery, the Customer will have to endorse the same immediately on related delivery challan and the Customer's complaint should reach the Company within 4 days from the date of receipt of material at your site in writing, failing which no liability of whatsoever nature shall be accepted by the Company.
9. In case of any product related quality issues, the Customer shall promptly inform Company of the same and co-operate with the Company's personnel in carrying out tests and if required, third party tests. No claim on quality related issues will be

accepted after 15 days from the date of delivery. Manufacturers' test Certificate (MTC) will be provided on demand on availability from Manufacturing plant/unit.

10. The quoted rate is subject to change in the event of: Increase in statutory levies, viz, GST, change in railway freight, diesel cost etc. Increase in these components shall proportionately be added to the Price and the Price shall stand revised from the date of such increase. In case the tax exemption granted to Customer then Customer shall be liable to pay the additional tax accrued on supply of product.
11. In case of Ex-Factory / Ex-Godown sales, the Company's responsibility ceases once the material is delivered to the transport carrier and any claims for delay, shortage, damages or loss of goods in transit, should be made by the Customer directly with the transport carrier only and the Company does not accept any responsibility for such claims.
12. The invoicing shall be based on Weighment done by the Company through their calibrated Weighbridge installed at their plants and shall be final. In case of shortages reported at Customer site, the same shall be informed within 07 days from the date of delivery. As per standard tolerances, Weighment shortages less than 0.5% Not Deductible against the Company.
13. The Purchase Order is not binding on the Company for supply of cement unless the order is placed on the terms and conditions mentioned herein. The Company reserves its rights to accept and / or reject, in part or full, any order against the Purchase Order and our decision shall be final, binding on the Customer and the same shall not be questioned for any reason whatsoever at any time.
14. Force Majeure Clauses: The Company will not be liable for any delay or damage, partial dispatch or failure to supply which may be caused by reason of or on account of or be contingent upon an Act of God or the State's enemies, plague, famine, pestilence, or epidemic sickness, earthquakes, fire storms or floods, restraints of rulers, princes, or peoples war or pre-war or any state of emergency, terrorism, mutiny, riot or disturbance, strikes or lock out of workmen, shortage of stoppage of labour. Break down or accident to machinery or plant from whatsoever cause arising, railway restrictions or failure on the part of railway to supply wagons or failure of road transport, failure or shortage in supply of coal or empty bags or other materials required for the purpose of manufacture of cement which directly or indirectly affects the performance of this contract or any other circumstances of any kind whatsoever beyond the control of the Company.
15. CEMENT SALES AGAINST ANY CONCESSIONAL FORM: In case cement is supplied against any Concessional Form, the said form will have to be submitted to the Company within 3 months from the date of sale. In case the Tax Concessional Form is not received within the said period, the Company shall have the right to debit and recover from the customer, the Differential tax and interest/penalty as applicable.

16. DISPUTE RESOLUTION: In case of any dispute, the authorized representative(s) of both Parties shall make best endeavour to resolve between each other within fifteen (15) Business Days of such matter being intimated to the opposite Party. In the event the dispute further remains unresolved for a period of thirty (30) Business Days either Party shall be free to refer the disputed matter to Arbitration in accordance with the Arbitration and Conciliation Act, 1996. The parties shall appoint a Sole Arbitrator who shall be appointed by mutual consent. In case the parties are unable to reach consensus within 14 days on the appointment of the Sole Arbitrator, then the Sole Arbitrator shall be appointed by the Court as per the provisions of the Arbitration & Conciliation Act. The arbitral proceedings shall be conducted in English language only. The Award shall be final and binding upon the parties. The Arbitral Award so passed by the Arbitrator shall be final and binding upon the parties. The seat and venue of arbitral proceedings shall be Ahmedabad in the State of Gujarat and Courts at Ahmedabad shall have jurisdiction with respects to matters associated with the arbitration proceedings. The cost of arbitration shall be shared equally between the Parties
17. Not for Resale: Cement supplied to the Customer shall be for the Customer's consumption only and shall not be re-sold by the Customer to any third party.
18. Except as expressly provided here the Company shall not have any liability whatsoever.
19. Courts at Ahmedabad, Gujarat shall have exclusive jurisdiction on all matters arising out of or relating to the order.
20. In order to further improve upon our impeccable Corporate Governance record, Company's Board has instituted a Fraud Risk Management Policy. In case you come across any unethical behavior of our employees, kindly contact us at: Email id - acl@ethicalview.com or National toll-free no: 1800 209 1005. The information received will be kept strictly confidential