

In the text below, 'Company' shall mean Radix Electrosystems Pvt. Ltd.

**STANDARD CONDITIONS OF SALE AND TERMS OF BUSINESS**  
Ref ID : SFF80R2

- I. All contracts for the supply of goods entered into with the Company shall be deemed to have been entered into upon and subject to the terms hereinafter contained.
- II. PRICES : All prices or quotations are subject to alteration at any time without notice until they shall have been accepted in writing by us.
- III. DATE OF DELIVERY : The dates stipulated for delivery of goods either of the whole order, or of any installment thereof are only estimated. The Company undertakes to use its best endeavour to ensure delivery by the time stipulated, but the Company declines responsibility for loss or damage whether direct or indirect sustained or occasioned by reason of late delivery, and in no case shall late delivery constitute a valid ground for rejecting the goods. In all quotations, orders, contracts, correspondence and other documents, "month" means an English calendar month.
- IV. TERMS OF PAYMENT : The terms of payment unless otherwise agreed upon in writing are as follows : 50% of the total FOB value payable with the confirmation of the order and the balance against our advice that the goods in question are ready to leave the works. The full price of the goods or any installment thereof shall be paid as stated above notwithstanding that property in the goods may not have passed and the purchasers shall not be entitled to withhold or delay any payment which has become due in accordance with the terms of the contract on the ground of any claim or other dispute whatsoever which may have arisen in regard to the goods in the contract or in regard to the interpretation of the terms of the contract or on account of any other amount, claim, contract or dispute whatsoever.
- V. WARRANTY : We undertake to replace or repair at our option any defective product that needs replacement or repair, by reason of defective workmanship or defective materials, brought to our notice within the period specified below as "Warranty Period" after delivery to the buyer, providing also that it we so require, the part in respect of which a complaint is made must, before liability can be entertained under this clause, be sent at buyer's expense to our works or our office, as we may determine. Under no circumstances do we undertake liability for indirect or consequential loss or damage of any nature. This guarantee is given in lieu of and excludes every other condition or warranty whether statutory or otherwise.

Product Category	Warranty Period
Instruments	12 months, unless agreed otherwise by us
Sensors	Not applicable, unless agreed otherwise by us
Gauges	Not applicable, unless agreed otherwise by us

- VI. CONFIRMATION OF ORDERS : The Company accepts no responsibility for any contract made with a Commission Agent or other person whether in the employ of the Company or not, except upon and subject to the conditions herein expressed, or for any statements of representations made by any such Agent or person.
- VII. GENERAL LIEN : The Company shall be entitled to a general lien on the goods in the possession of the Company under any contract or all monies for the time being due to Company by the buyer under that contract, or any other account whatsoever, and also be entitled to apply any monies of the buyer for the time being in the hand of the Company under any one contract in or towards satisfaction and discharge of any monies due to the Company under any other contract or contracts.
- VIII. JURISDICTION : All suits arising out of contracts shall be instituted in a Court of Competent Jurisdiction situated in Mumbai and in no other Court.
- IX. ARBITRATION : In the event of any difference or dispute of any nature or kind arising between us and the purchaser in connection with a contract or the rights and obligations of the parties thereunder, the matter shall be referred to arbitration of two merchants who are members of the Indian Merchants' Chamber or who are members of or serving in companies which are members of the Indian Merchants' Chamber, one to be nominated by each party. The arbitrators shall, before proceeding with the arbitration, nominate an umpire who shall also be a person qualified to be appointed arbitrator under the above provision. The arbitration shall be held in accordance with and subject to the provisions of the Indian Arbitration Act 1940 and any statutory modifications thereof for the time being in force.
- X. OUR STANDARD CONDITIONS OF SALE : Any conditions endorsed on or contained in a purchaser's order or communication which are inconsistent with these conditions and are not specifically agreed to and acknowledged by this Company shall be deemed to be superseded and notified by these conditions of business.
- XI. TAXES & DUTIES : All quotations are understood to be exclusive of Government and Municipal taxes and duties in vogue such as Sales Tax, Octroi, Central Excise Duty etc. and these would be charged extra at rates ruling at the time of supply.
- XII. Goods once sold will not be taken back and we do not take the guarantee or responsibility for breakages or theft in transit.