

TERMS AND CONDITIONS

"SELLER"	herein means "FINOLEX INDUSTRIES LIMITED" unless otherwise provided for.
"RECEIVER"	herein means any person, party, association, firm, limited company etc., who made an offer to the seller to purchase the products and shall include, inter alia wherever the context so permits, their representatives, successors and assignees.
"GOODS"	means the products manufactured / made by the seller.
"WORKS"	means the factory / warehouse / stocking points of FINOLEX INDUSTRIES LIMITED
"DUE DATE"	means the date on which the payment is due as specified in the invoice / delivery challan / order / hundies and / other documents / Instruments of payments drawn by the seller on the Buyer.

- All orders placed by the Buyer shall be subject to Seller's acceptance and terms mentioned herein and the Seller shall be at liberty to accept or refuse any order in full or in part without assigning any reasons whatsoever. Orders once accepted by the Seller shall not be cancelled by the Buyer unless consented by the Seller in writing.
- Prices prevailing on the date of dispatch shall be applicable. Irrespective of the purchase order / delivery order / advance payment for the supplies have been accepted/issued. The Seller reserves the right to revise the prices without any advance/further notice to the Buyer or without assigning any reasons therefore. The Buyer shall be responsible for costs, charges, expenses and losses incurred by the Seller.
- The basis of billing and payment for each supply/delivery shall be weights/quantity recorded in Seller's dispatch documents. The Seller's weights and measurements at the time of dispatch shall be accepted as conclusive evidence of quantities delivered / supplied. The Buyer, if they so wish, are at liberty to be represented at the place of measuring / weighing of trucks and to verify the correctness of the Seller's measurement / weight. But the Seller is not bound to wait for the representative of the Buyer for the purpose as above.
- All the prices for the goods are quoted on the basis of ex-works. The responsibility of the Seller for the sold goods leave the Seller's Warehouse within the works / other warehouse and the responsibility for the liquid goods ceases as soon as the liquid goods leave the unloading hose within the works / unloading hose at other stock points. Goods are sent at Buyer's risk and Seller's responsibility ceases on goods leaving our premises.
- Any taxes (Including Goods and Services Tax) cesses or duties levied by the Central, State, Local or any other authorities now in force or hereafter be imposed on sale, transportation or supply/delivery of goods, supply of any services shall be paid by the Buyer or if directly paid by the Seller, will be reimbursed to the Seller by the Buyer.
- The goods supplied shall be as per the specifications / quality prescribed by the Seller. For this purpose, the Seller's laboratory certificate of quality shall be the basis. All warranties and conditions, statutory or otherwise as to specifications, quantity, fitness for any particular purpose, whether known to the Seller or not are excluded. The Buyer shall give the Seller written notice within a maximum period of 48 hours from the date of receipt of goods, at the Buyer's destination, of any Claim that goods are not of stated Quality/specification to enable the Seller to investigate the complaint before the remainder of consignment is used by the Buyer returned to the Seller as consented by the Seller. The Seller will not undertake any responsibility whatsoever for any goods once consumed by the Buyer.
- Goods once sold shall not be taken back or exchanged by the seller or under any circumstances.
- All arrangements for Transit insurance and liability for transit losses shall be the Buyer's responsibility and to the Buyer's account. In case due to any special reason, if these expenses are incurred by the Seller, the Buyer shall reimburse the same to the seller forthwith.
- Despatch / Supply of goods by the Seller shall be complete if the Seller receives the lorry way Bill / receipt for the goods loaded at the seller's works by the Buyer's transport contractor / authorised representative on behalf of the Buyer. The date of delivery shall be the day of despatch as appearing on the lorry way bill.
- The Seller shall not be responsible for delays in despatch of the goods on account of any reason whatsoever and the condition for the despatch / delivery timing shall not be the essence of the contract, unless otherwise, confirmed by the Seller in writing. Any time or date, named by the Seller for delivery is given and intended as an estimate only and the Seller shall not be liable to make good any damages for any whether arising directly or indirectly out of delay in delivery, if any.
- The goods once delivered to the carrier shall be at the Buyer's risk and responsibility. The Buyer, if he chooses, may get them insured against such risk and he may consider it necessary at his own cost. The Seller does not bear any responsibility whatsoever for breakage, leakage, theft, pilferage, damage and / or loss of any kind on any account in transit or thereafter once the product leaves the seller's work. Claim for any shortage in the consignment should be settled by the Buyer directly with the railways or the road carriers or any other agents of the Buyer and the Seller will not be responsible for such claim under any circumstances or for giving the Buyer any notice specified in section 39 (3) of the Sale of Goods Act, 1930.
- All notices or documents, addressed to the Buyer shall be deemed to have been validly served if delivered at / or sent by post to their last known addresses. The Seller will not be responsible for any demurrage etc. on consignment due to public holidays, postal delays etc. or any other reasons beyond the Seller's control.
- If the Buyer fails to make payment when it becomes due or if there is any breach by the Buyer or any terms and conditions hereof, the Seller may without prejudice to their other rights or remedies cancel this order forthwith or refused to make further deliveries in which case the Seller shall not be held responsible in any way.
- It is condition of the acceptance of the order that the Buyer agrees that the place of payment for all goods sold and/or despatched to him by the Seller under this agreement in PUNE or such place as specified in writing by the Seller from time to time.
- Interest @ 24% per annum or at such rates as may be revised from time to time by the Seller, shall be payable by the Buyer to the seller for any period of delay in payment for goods.
- The Seller shall have lien on the goods delivered/ supplied as to the unpaid purchase price of goods and the Seller shall be entitled to exercise the said lien to recover the unpaid purchase price by taking back the goods and shall be entitled to sell the same to some other Buyer and adjust the sum so realised against the unpaid purchase price without prejudice to Seller's other rights and remedies to recover the outstanding dues and or other dues.
- The goods shall be despatched at such time and in such convenient lots and quantities as the Seller shall decide. The Seller shall be entitled to cancel an order in whole or in part if it has been partly executed. Each lot despatched against a single order shall be considered as a separate contract and failure of despatch of any one lot or of the balance lots shall not vitiate the contract as to other lots. The order shall deemed to have been completed on the date of despatch in respect of the products actually despatched in part / full.
- During the tenure of periodic planned shut downs of the seller's plant, Seller shall not be bound to deliver any goods. In case of such shutdowns, Seller shall endeavour to give notice to the Buyer, but failure to do so for any reason whatsoever the Buyer will have no right to claim compensation and / or damage of any nature from the Seller in this regard.
- If the Buyer fails to take the delivery of goods at the rate and time specified herein when the delivery becomes due, the seller will have the option to cancel the delivery that or in arrears or becomes due and to sell the remaining goods in open market and claim differences in amount if any, as well as damages for the breach on the Part of the Buyer.
- Cheques / Drafts / Pay Orders on up-country banks will not be acceptable unless otherwise agreed in writing. The Cheques/Drafts/Pay orders should be drawn by the Buyer in favour of Seller. The Seller shall not be liable to a loss or their of bank cheques, drafts, pay orders etc., in transit. The Buyers are in their own interest advised to hand deliver or mail the aforesaid documents to the Seller by Registered Post A.D.
- The Seller shall not be liable for delay in despatching the goods or portion thereof if such delay is due to the Act of God, war, declared or undeclared revolution, embargo riots, civil or political disturbances, Rock-out, strikes, force majeure, trade dispute, accidents, power failure, fire drought, flood or any other cause beyond the Seller's control. In such event the delivery of goods or any portion thereof shall be suspended or cancelled at the Seller's option, if despatches are delayed / cancelled in consequence of any of the foregoing contingencies or like nature, the Seller shall not be responsible for any damages/loss causes to the Buyer or to any third parties.
- The parties hereby unconditionally and invocably agree to submit the exclusive jurisdiction competent of the courts in PUNE only with regard to any question or matter arising out of these terms and conditions and any other documents that may be executed by the parties, hereto or any of them in pursuance here of or arising here from.
- Sketches, Drawing, etc.: All sketches, drawings, blue prints, designs, negatives, bromides, Artworks, engraved cylinders, etc. shall remain the seller's property whether or not charged to the buyers.
- Infringement: The seller presume that all trade marks, designs, colour schemes, printed matter, specifications, and such other relevant details provided by the Buyers for manufacture of goods or are not in contravene or infringes any patent or registered trade marks. In any suit or other proceedings relating to the infringement of trade mark or patent right the Buyers shall indemnify the Sellers against all damages, penalties, costs, charges, and expenses incurred by the Sellers in respect there of or to which they may become liable.
- Waiver: Any waiver by the Sellers of any of their rights under these conditions shall, in no way, be deemed to be an omnibus waiver, nor impede their rights in any way contained under these conditions.
- Compliance
A) Buyer hereby undertakes and warrants to comply, at all times, with the applicable laws including but not limited to the Plastic Waste Management Rules 2016 as amended from time to time and notifications and directives issued thereunder ("PWM Rules"), in relation to the use of the Goods;
B) Buyer expressly undertakes and warrants that the Goods shall not be used, directly or indirectly, in production of banned single use plastic ("SUP") items, listed in PWM Rules;
C) Buyer shall indemnify the Seller against the losses, claims, damages, liabilities, suits, proceedings, costs and expenses (including legal fees) in connection with such sale;