TERMS AND CONDITIONS

"SELLER" herein means "FINCHLEY INDUSTRIES LIMITED" unless otherwise provided for.

"RECEIVER" herein means any person, party, association, firm, limited company etc., who make an order to the Seller to purchase the products and shall include, inter alia wherever the context so permits, their representatives, successors and assigns.

"GOODS" means the products manufactured/ made by the seller.

"WAREHOUSE" means the factory/ warehouse/ stock in the possession of FINCHLEY INDUSTRIES LIMITED.

"cargo" means the goods on which payment is due as specified in the invoice, delivery challan, order, purchase order, and all other documents, instruments of payments drawn by the Seller on the Buyer.

1. 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 whatever. Orders once accepted by the Seller shall not be cancelled by the Buyer unless consented by the Seller in writing.

2. Prices prevailing on the date of dispatch shall be applicable. In the event of purchase order/ delivery order/ advance payment for the supplies have been accepted, the Seller reserves the right to revise the prices without any advanced 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.

3. All costs of packing and transportation for each shipment shall be weight basis/ quantity recorded in Seller's dispatch documents. The Seller shall charge the Buyer for the goods / work at the time of dispatch and the Buyer agrees to make payment of the same according to the invoice/ delivery challan/ order incurred by the Seller. The Seller shall be responsible for costs, charges, expenses and losses incurred by the Seller.

4. All the prices for the goods are quoted on ex-works basis. The responsibility of the Seller for the sold goods leave the Seller's Warehouse within the other warehouse and the responsibility for the goods thereafter rests on the Buyer. The Buyer shall be responsible for all risks and losses incurred by the Seller thereafter.

5. Any tax/including Goods and Services Tax/ cesses or duties levied by the Central/ State/ Local or any other authority in force or hereafter be imposed on sale, transportation or supply/delivery of goods, supply of any services shall be the liability of the Buyer or by direct levy paid by the Seller, will be reimbursed to the Seller by the Buyer.

6. The goods supplied shall be as per the specifications/ quality prescribed by the Seller. For any purposes, the Seller has the right to vary the specification/ quality prescribed by the Buyer. Any such variation or change or replacement for any description/ specifications, quantity, price for any particular purpose, whether known to the Buyer or not are excluded. The Buyer shall be responsible for all such risks and losses incurred by the Seller.

7. The Seller will keep the inventory of goods and will invoice the Buyer and neither shall the Buyer be responsible for any delay in dispatching the goods due to reasons beyond its control, unless otherwise confirmed by the Seller in writing. Any invoice dated, 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 delay in delivering or not delivering goods in full or in part.

8. The Buyer or the Vendor agrees that the Buyer will be liable to the Buyer for the delay in delivery of goods for any reasons whatsoever and the condition for the delayed/ delivery timing shall not be the condition of the contract, unless otherwise confirmed by the Seller in writing. Any invoice dated, 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 delay in delivering or not delivering goods in full or in part.

9. Goods once delivered to the carrier shall be the Buyer's risk and responsibility. The Buyer, if wishes, may get them insured against such risk and the Buyer shall consider it necessary at his own risk. The Seller does not bear any responsibility whatsoever for breakages, breakage, theft, theft, damages, damage, loss of any kind of goods or goods or material or goods for any loss or damages whatsoever caused or incurred by the Seller or the Seller's representative for any such goods once consumed by the Buyer.

10. Goods once sold shall not be taken back or exchanged by the seller under any circumstances.

11. 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 arrangements are incurred by the Seller, the Buyer shall reimburse the same to the Seller forthwith.

12. Dispatch/ Supply of goods by the Seller shall be complete if the Seller receives the invoice or delivery of the goods from the Buyer and the Buyer is authorized representative of the Buyer. The date of delivery shall be the date of dispatch as appearing on the invoice or letter.

13. The Seller shall not be responsible for delays in dispatch of the goods on account of any reason whatsoever and the condition for the dispatch/ delivery timing shall not be the condition of the contract, unless otherwise confirmed by the Seller in writing. Any invoice dated, 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 delay in delivering or not delivering goods in full or in part.

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15. The Buyer is aware of the fact that the Buyer agrees that the date of payment for all goods sold and/ or dispatched to him by the Seller under this agreement in PUNE or such place as specified in writing by the Buyer from time to time.

16. Interest @24% per annum or at such rates as may be found from time to time by the Seller, shall be payable by the Buyer in the Seller's account for any period of delay in payment for goods.

17. The invoice shall be deemed to be dispatched at such time as such convenient time and place as the Seller shall decide. The Seller will be entitled to cancel or vary any part of this contract.

18. During the interval of periodic shipments, the Seller will be bound to deliver goods or to arrange for delivery of goods. In case of such situations, the Seller shall endeavor to give notice to the Buyer, but beware to do so for any period of time which will be due to the Seller for having to make claims compensation and damage to any damage from the Seller in this regard.

19. If the Buyer fails to take the delivery of goods at the time and place specified herein when the delivery becomes due, the Seller will have the option to cancel the contract or in full or in part. The Seller will not be liable to the Buyer or to the Seller for any damages or losses incurred to the Buyer by reason of the Seller's failure to deliver the goods at the time and place specified herein or to the Buyer for any damages or losses incurred to the Buyer by reason of the Seller's failure to deliver the goods at the time and place specified herein.

20. The invoice shall be deemed to be dispatched at such time as such convenient time and place as the Seller shall decide. The Seller will be entitled to cancel or vary any part of this contract.

21. The Seller shall be liable to the Buyer for any damages or loss or portion thereof if such delay is due to the Act of God or war, declared or undeclared emergency, embargo against, civil or political disturbances, flood, war, force majeure, trade disputes, 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 cancelled by the Seller's option. If Supplier delayed or cancelled in consequence of any of the foregoing circumstances or events, the Seller shall not be responsible for any damaged or loss caused to the Buyer or to any third parties.

22. The parties hereby unconditionally and irrevocably agree to submit the exclusive jurisdiction of any disputes under this agreement to the courts of PUNE only and subject to any relevant matter arising out of these terms and conditions and any other documents that may be executed by the parties, whereof any of them in pursuit thereof or arising here from.

23. Sketches, Drivings, etc.: All sketches, drawings, blue prints, designs, negatives, brochures, Artworks, engraved cylinders, etc. shall remain the Seller's property whether or not charged to the buyer.

24. Infringement: The Seller reserves that all trade marks, designs, copyright, trade secrets, patents, trademarks, specifications, and such other right or property of the Buyer for manufacturing of goods or are not infringing or infringe any patent or trademark or patents and in any suit or other proceedings relating to the infringement of trade mark or patent rights the Buyer's shall indemnify the Seller against all damages, penalties, costs, charges, and expenses incurred by the Seller in respect thereof or of which they may become liable.

25. Warranty: Any warranty by the Seller of any one of his rights under the agreement shall in no way be deemed to be an waiver, and impair their right in any way contained under those conditions.

26. Compliance: A) Buyer undertakes and warrants to supply, at all times, the applicable laws in India, including but not limited to the Plastic Waste Management Rules 2016 as amended from time to time and notifications and directives issued thereunder ("PWB Rules") in relation to the use of the Goods; B) Buyer expressly undertakes and warrants that the Goods shall be used, directly or indirectly, in production of branded single use plastic ('SUP') items, listed in PWB Rules; C) Buyer shall indemnify the Seller against the loss, claims, damages, liabilities, suits, proceedings, costs and expenses (including legal fees) in connection with such sale.