

TERMS AND CONDITIONS OF SALE

SELLER : GAIL (INDIA) LIMITED
BUYER : Means any person, party, association, firm, Ltd., Co., Corporation etc. who buys the products
GOODS : Means the products manufactured by the seller
WORKS : Means the factory or the production unit
WAREHOUSE : Warehouse /stocking points of seller
DUE DATE : Due date shall be the date of invoice unless otherwise agreed upon by the seller.

1. All orders placed by the Buyer shall be subject to seller's acceptance and the seller shall be at liberty to accept or refuse any order in full or in part without assigning any reason whatsoever. 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, irrespective of the purchase order/delivery order/contract advance payment for the supplies have been accepted /issued. The seller reserves the right to revise the price without any advance notice to the buyer or without assigning any reason thereof. The seller shall not be responsible for costs, charges, expenses and losses incurred by the buyer due to the revision in prices.
3. The basis of billing and payment for each supply/delivery shall be the weight/recorded in seller's despatch documents. The seller's weights and measurements at the time of despatch shall be accepted as conclusive evidence of the quantities delivered/supplied. The buyer, if they so wish, are at liberty to be represented at the place of measuring/ weighing tankers/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 purposes as above.
4. All the prices for the goods are quoted on the basis of ex-works/ex-warehouse. The responsibility of the seller for the solid goods will cease as the 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 those within the works/unloading hose at other stock points.
5. Any taxes (including Sales Tax, Cess or duties levied by the central, state, local or any other authorities now in force or hereafter be imposed on the sale transportation or supply /delivery of the goods shall be paid by the buyer or it directly paid by the seller be reimbursed to the seller by the buyer.
6. The goods supplied shall be as per the specifications /quality prescribed by the seller & for this purpose, the seller's laboratory certificate of the 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 the written notice within a maximum period of one week from the date of receipt of goods, at the buyers destination, of any claim that the goods are not of the stated quality/specification to enable the seller to investigate the complaint before the remainder of the consignment is used by the buyer or 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.
7. Goods once sold shall not be taken back by the seller under any circumstances.
8. All arrangements for transit insurance and all liability for transit losses shall be the buyers responsibility and to the buyers account. In case due to any special reason, these expenses are incurred by the seller, the buyer shall reimburse the same to the seller forthwith.
9. 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 transport contractor/ authorised representative on behalf of the buyer. The date of delivery shall be the date of despatch as appearing on the invoice.
10. 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 deliveries given as intended are estimates only and the seller shall not be liable to make good any damages for loss whether arising directly or indirectly out of delay in delivery, if any.
11. The goods once delivered to the carrier shall be at the buyers risk and responsibility. The buyer, if he chooses, may get them assured against such risk as he may consider 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 works/ warehouse. The claims for any shortage in the consignment should be settled by the buyer directly with the carriers or any other agents of the buyer and the seller shall not be responsible for such claims under any circumstances of for giving the buyer any notice specified in section 39 III of the sales of goods Act, 1930.
12. 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 address. 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.
13. If the buyer fails to make the payments when it becomes due or if there is any breach by the buyer of any terms and conditions hereof, the seller may without prejudice to his other rights or remedies cancel this order forthwith or refuse to make further deliveries in which case the seller shall not be held responsible in any way.
14. Remittances by Demand Drafts / Cheque (any Nationalised/ scheduled Bank) must be made payable at the GAIL's designated place, to the order of the seller. Cheques on upcountry banks will not be acceptable unless otherwise agreed in writing. The seller shall not be liable for loss or theft of DD/Cheques 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 acknowledgment due. The DD/Cheques by the buyers should be drawn in favour of "GAIL (INDIA) LTD".
15. Interest @ 27% p.a. at or 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 the goods.
16. The seller shall have lien on the goods delivered / Supplied as to the unpaid purchase price of the 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 the seller's other rights and remedies to recover the outstanding dues and other dues.
17. 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 even if it has been partly executed. Each lot despatched against a single order shall be considered as a separate contract and the failure of despatch of any one lot or of the balance lots shall not violate the contract as to other lots. The order shall deem to have been completed on the date of despatch in respect of the products actually despatched in part/full.
18. During the tenure of periodic shut down of the seller's works the seller shall not be bound to deliver any goods in case of such shutdown. Seller shall endeavour to give notice to the buyer of such shut down. But failure to do so for any reason whatsoever the buyer will have no right to claim compensation and/ or damage of any nature for the seller in this regard.
19. If the buyer fails to take delivery of the goods at the date and time specified when the delivery becomes due, then the seller will have the option to cancel the delivery or to sell the remaining goods in the open market and claim difference in amount, if any, as well as damages for the breach on the part of the buyer.
20. The seller reserves the right to appropriate any discount or other sums due to the buyer against any dues from the buyer including delayed payment charges, if any.
21. The seller shall not be liable for any 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, lock out, strikes, force majeure, trade dispute, accidents, power failure, fire draught, flood or any other cause beyond the seller's control. In such an 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 ongoing contingencies or like nature, the seller shall not be responsible for any damages/ loss caused to the buyer or any third parties.
22. The buyer and seller hereto unconditionally and irrevocably agreed to submit to the exclusive jurisdiction of the competent courts in Auraiya U.P. only with regard to any question or matter arising out of this invoice and any other documents that may be executed by the party hereto or any of them in pursuance hereof or arising herefrom
23. The buyer shall be responsible for arranging various documents/forms required as per the statutes for the transit of goods. Neither, the seller shall be bound to ask the buyer for any such documents not shall be responsible for any damages /penalties caused to buyer imposed by any authority due to non-compliance of any statutory obligation by the buyer.
24. In case the transport is arranged by the seller on behalf of the buyer, Goods shall be deemed to be sold Ex-works / Ex-warehouse upon the delivery to the carrier. The charges of such transportation shall be reimbursed to the seller by the buyer on actual basis.
25. The above stated terms & conditions will be applicable to the extent not inconsistent with terms of the written agreement, if any, executed by the seller with the buyer.