



**General Terms & Conditions of Sale and Delivery of**

**Doc No:12/2019**

**Custom Power Electricals hereafter may be referred as, "Company"**

**A. Disclaimer & Cautionary**

- i. Liability of Custom Power Electricals is only limited to the product supplied (Transformers)
- ii. Failure to observe safety precautions, and or by illicit operation or operation by untrained people may result in death or serious injury. Custom Power Electricals liability does not cover such damage and also any accompanying damage/loss. Accountability is only for product only under warranty period.
- iii. During analysis/rectification and until conclusion Custom Power Electricals is not liable for any loss in production or any losses occurring during this period.
- iv. Any expense occurred during analysis/repair/rectification by the customer for hiring/buying any equipment or apparatus or any consequential expenses Custom Power Electricals is not liable.
- v. All product, product specifications and data are subject to change without notice to improve reliability, function or design or otherwise.

**B. Scope**

- i. Only limited to design, manufacturing, testing and supply (ex-works) of the specified product as per the description on Quotation/Order Confirmation and/or Acknowledgment and Invoice within the company premises.
- ii. Company holds rights for any deviation for the scope on status quo.

**C. Payments**

- i. Company encourages digital payments and condemn any unauthorised cash transactions.
- ii. Payments to be made via RTGS/NEFT/Online payment/Cheques or any legal form of transaction.
- iii. Payment terms 50% advance and balance before dispatch as per the legal Invoice copy generated unless until mutually agreed upon in writing.
- iv. Payments include all taxes imposed with respect to the product or service on at actual mentioned on the invoice and thereof.
- v. Late payment may attract 2% of the outstanding balance per week and if the Buyer fails to make payment when due, or defaults in any way, the Company may either alter the terms of payment, suspend credit and withhold further shipment or pursue any remedies available at law or under these Terms and Conditions.
- vi. Company holds rights to charge over and above the invoice value for any extra products or services delivered on or without request of the party for healthier/better product results and relation between the parties.
- vii. Any deduction not to be levied on the Company without any prior notice under any circumstances unless until mutually agreed upon in writing.



**Custom Power Electricals hereafter may be referred as, "Company"**

**D. Development and R&D**

- i. The company holds rights to charge for any development and R&D charges incurred during the course of designing and development of a product as per the requirement.
- ii. This includes all but not limited to consulting, design, production, procurement until the product undergoes final approval.
- iii. This is a non-refundable charge which is completely on customers account and should be paid in advance before project commences.
- iv. Timeline to be mutually agreed in writing
- v. The company holds right to include the product in its, "Propriety Products" under the Propriety clause and holds complete control on the product and complete development process but not limited to design, production, procurement etc.

**E. Delivery**

- i. All products will be shipped in accordance with the terms of delivery agreed between the parties in an accepted manner in writing.
- ii. Lead time 3-4 weeks is as on date from the date of advance receipt & might change without prior notice depending on product or omissions that are beyond the reasonable control and without the fault or negligence of the Company including but not limited to (a) delays or refusals to grant an export licence or the suspension or revocation thereof, (b) any other acts of any government that would limit the ability for contract performance, (c) labor strikes or lockouts, (d) shortages or inability to obtain materials or components, (e) explosion, riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not (or impending threat of any of the foregoing, if such threat might reasonably be expected to cause injury to people or property), (f) quarantines or regional medical crisis', (g) fires, earthquakes, floods, severe weather conditions, or any other acts of God. The due date of any performance affected by expenses.
- iii. Standard packaging and forwarding charges may be applicable on buyers account.
- iv. Buyer may choose his desired mode of transportation and transporter where loading, unloading, handling charges, mathadi or any logistic and transportation expense will be on buyers account.
- v. All shipments should be inspected by the Buyer immediately upon receipt and should there be evidence of damage or loss in transit, claims or tracers upon carrier must be filed by the Buyer within 24 hours of receipt.
- vi. If the Buyer is not ready to accept delivery, then the Company reserves the right to deliver the products in consignment at the Buyer's cost.
- vii. The Company's minimum order quantities (MOQ) shall apply and in the event of shortages, the Company may allocate available products among its customers.
- viii. Compliance with the agreed date(s) of delivery is conditioned upon receiving the necessary documents, confirmations, permits and releases, including export licenses, in time and that such documents, confirmations, permits and releases were not suspended or revoked before delivery.



**Custom Power Electricals hereafter may be referred as, "Company"**

**F. Warranty**

- i. The Company hereby warrants that all products furnished under the legal document (Invoice) will be covered for 12 months from the date of Invoice.
- ii. Warranty strictly covers only manufacturing defects under the specifications agreed to by the parties in writing.
- iii. In no event the Company stands responsible to make repairs, refund, replacements or corrections required, in whole or in part, as a result of: (a) normal wear and tear, (b) accident, disaster or force majeure event, (c) misuse, fault or negligence of the Buyer, (d) causes external to the products such as, but not limited to, power failure or electrical power surges; (e) improper storage and handling of the products; (f) use of the products in a manner for which they were not designed (g) damages occurred during transit; or (h) alteration or modification made by anyone other than the Company to any products furnished by the Company.
- iv. The Company also does not stand responsible to replace or refund in case of any electronic part failure which is not in Companies manufacturing portfolio.
- v. The Company disclaims all other warranties with respect to the products or services, whether express or implied, oral or written, by any of employee, consultant, heir, kin, affiliates and any party claiming to have or associated.
- vi. Buyer shall furnish clear and detailed analysis report with evidences stating the cause of failure be it at his own premises or at the site where the product is installed to claim warranty and upon acceptance the Company stands responsible either to repair, refund, replace or make required correction as agreed upon in writing.
- vii. No product shall be returned to the Company without its prior written consent.

**G. Changes & Cancellation**

- i. If the Buyer makes any changes in its drawings, designs or specifications applicable in any resulting contract that causes an increase or decrease in the cost or performance of the products or services will be on buyers account.
- ii. The Buyer may cancel its order or any part thereof, by sending written notice of cancellation to the Company and paying a reasonable cancellation fee.
- iii. Any advance paid to the Company will not be refunded in case the Buyer cancels the order/contract.