



GENERAL TERMS AND CONDITIONS OF SALE

As on December 2024

1 Scope

1. Our General Terms and Conditions of Sale apply to all – including future – legal relationships between the contracting parties. Deviating agreements are only valid if confirmed by us in writing.
2. Contradictory or conflicting general terms and conditions of the contracting party – hereinafter referred to as the buyer – do not obligate us, even if we do not explicitly object to them.
3. Our Terms and Conditions of Sale apply only to businesses which are registered in the companies act of 2013
4. If any provision of our General Terms and Conditions of Sale is or becomes invalid, the validity of all other provisions shall remain unaffected.

2 Offer Documents

1. Our offers are non-binding unless otherwise specified in the offer.
2. Orders may be accepted by us within six weeks of receipt. The period begins upon receipt of the order.
3. The scope of delivery or service is determined by our written order confirmation. Assurances of features, supplements, or ancillary agreements are only valid in written form.
4. Our sales employees are not authorised to provide oral agreements or assurances that go beyond the content of the written contract.
5. We reserve ownership and copyright rights to illustrations, drawings, calculations, and other documents. Their disclosure to third parties requires our express written consent.
6. For series or custom manufacturing, we reserve the right to over- or under-deliver by 10%. The quantity deviation will be calculated accordingly.
7. Partial deliveries are permissible if reasonable for the buyer.

3 Product Specifications / Design Changes

1. The buyer is obliged to comprehensively describe the conditions under which the goods will be used.
2. We reserve the right to make design changes in the interest of technical progress, provided they do not alter the functionality.

4 Payment Terms/Price

1. Unless otherwise stated in the order confirmation, our prices are "ex works," excluding shipping costs, customs duties, packaging, and applicable IGST Or SGST.
2. Our prices are based on a minimum order of 1,00 units per design and type. The minimum order value is INR 5000 net.
3. We reserve the right to adjust our prices in the event of cost increases or reductions after the contract is concluded (e.g., due to wage agreements, material price changes, or currency fluctuations). Proof will be provided upon request.
4. Discounts require a separate written agreement. Unless otherwise stated, payment is due net (without deduction) within 8 days of the invoice date. Partial invoices will be issued for partial deliveries, with separate payment deadlines for each invoice.
5. Bills of exchange or checks are accepted only on account of performance, not in lieu of performance, and require prior agreement. Payment is considered fulfilled only when we have access to the equivalent value without the risk of chargebacks. Collection costs, discount charges, and interest are borne by the buyer.
6. The buyer may offset claims only if they are undisputed or legally established. A right of retention can only be exercised if the counterclaim arises from the same contractual relationship.
7. One-time costs, such as tool or development costs, will be invoiced at 50% upon order receipt and 50% upon delivery of the first samples parts.

5 Delivery Time

1. Delivery times are non-binding unless explicitly confirmed as "binding."
2. The delivery period begins on the date of order confirmation but not before the buyer provides the necessary documentation, approvals, and payments.
3. The delivery period is met if the goods leave our warehouse within the agreed timeframe.

6 Transfer of Risk / Packaging Costs / Insurance

1. Risk transfers to the buyer upon handover to the carrier or leaving our premises.
2. If delays arise due to the buyer's actions, risk transfers on the date of readiness notification.
3. Transport insurance will be arranged at the buyer's request and expense.



7 Retention of Title

1. Goods remain our property until full payment, including all additional claims.
2. In case of processing or mixing with other goods, we acquire co-ownership of the resulting product proportional to the invoice value.

8 Warranty and Liability

1. If a defect attributable to us is present, we are entitled to remedy it or provide a replacement. Claims for minor defects are excluded.
2. Warranty claims are valid for one year after delivery, except for goods intended for construction purposes, which have a five-year limitation.

9 Ancillary Obligations

Liability for damages arising from ancillary obligations (e.g., improper use due to advice errors) is limited as per §§ 8 and 10.

10 Buyer's Withdrawal and Our Liability

1. The buyer may withdraw from the contract if performance becomes impossible or significantly delayed due to our fault.
2. Claims for damages, including consequential damages, are excluded unless arising from intentional or gross negligence.

11 Place of Performance and Jurisdiction

1. Place of performance for all obligations is Greater Noida.
2. The contract is governed by India Company Act 2013
3. The jurisdiction for disputes is Greater Noida, India.