

## TERMS OF SALE

The following conditions apply and are deemed to be incorporated in all orders, quotations and tenders for the supply / sale of goods by M E Hydraulics Pvt. Ltd. (the Company) to any customer (the Customer), unless otherwise expressly agreed in writing by the Company and the Customer.

These shall supersede any terms or conditions in any Customer's order unless otherwise agreed in writing by the Company and the Customer at the time of order.

### STANDARD TERMS

- Orders become effective only upon acceptance by M E Hydraulics Pvt. Ltd., India (the Company).
- All shipments are ex-works, Vasai, India. i.e. title and risk of loss shall pass to customer upon delivery to carrier on all shipment. Freight, handling and applicable custom documentation preparation fees require for export are the obligation of the customer.
- Value Added Tax, Excise or similar taxes shall be obligation of the customer.
- All request for cancellations and changes must have prior approval and are subject to the appropriate charges and conditions as per our company policy.
- The Company warrants that the goods supplied hereunder will conform to the discretion above. It will convey good title thereto and that such goods will be fit for the ordinary purpose for which such goods are used. There is no warranty that the goods will be fit for any particular purpose nor is there any other warranty expressed or implied.

### QUOTATION

Quotations are made upon the basis of the cost of materials and labour prevailing at the date thereof and are subject to withdrawal without notice. Stenographical or clerical errors, if any are subject to subsequent correction. All quotations given and all sales made are upon the condition that although goods supplied are of sound commercial quality we can accept no liability as to the suitability for any purpose other than that specified to us in writing by the Purchase at or prior to the time of sale.

### GOODS EXAMINATION

Goods must be examined immediately on arrival and any damage or loss reported to us and the carriers within 48 hours after receipt otherwise no claims can be entertained. Similarly any rejection of the goods on any other grounds must be communicated to the Company within 7 days. Goods cannot be returned without prior agreement except in the event of an error on our part.

**GUARANTEE**

We undertake to replace any parts or equipment which can be shown to have failed due to defective material or workmanship within twelve months of delivery or such other guarantee periods as may have been agreed in writing. We cannot be held liable, directly or indirectly for damage or loss of any kind arising from or attributable to the failure of any such part or equipment. Charges for removal of equipment will not be accepted without prior agreement in writing.

**LIMITED WARRENTY**

The Seller warrants the product sold by him, will be free from defects in materials and workmanship under normal services, until the expiration of the earlier of twelve months from the factory. This limited warranty is applicable only when the products are installed and used in accordance with The Seller's printed instructions, all applicable state and local regulations. If within 30 days after Buyer's discovery of what Buyer believes is a defect, the Buyer notifies the seller. The Seller shall at its sole option, repair or replace the ex -works, point manufacture, the product or components found to be defective. Failure by The Buyer to give such written notice within 30 days shall be deemed an absolute and unconditional waiver of Buyer's claim for such defects.

Other than the above, subject to the limitations of liability given below.

The Seller makes no representation or warranty, expressed or implied, as to merchantability and fitness for a particular purpose with respect to the products and parts whether used alone or in combination with any other products or material. The above warranty and obligations to repair or replace are complete and exclusive. The Seller expressly disclaims liability for special consequences.

**LIABILITY**

The Company shall not be liable for any incidental or consequential damage for any breach of warranty or any obligation in case of any breach of warranty as to any goods. The Company's liability and buyers exclusive remedy are expressly limited to the repair or replacement of such goods or the refunding, upon the return of such good, of any purchase price paid therefor.