

## TERMS AND CONDITIONS OF SALE

THESE TERMS OF SALE IS A LEGALLY BINDING DOCUMENT BETWEEN BUYER & SELLER AND IT DOES NOT REQUIRE ANY PHYSICAL, ELECTRONIC OR DIGITAL SIGNATURE. PURCHASE OF GOODS IS MADE AFTER UNDERSTANDING AND ACCEPTING THESE TERMS.

1. **Definitions** - In these conditions unless the context requires otherwise the singular shall include the plural and the masculine gender, the feminine and neuter genders and vice versa and the following words shall have the meanings set out opposite them:
  - “the Company, Manufacturer” shall mean **SIMOLEX CERAMIC PRIVATE LIMITED.**
  - “the Customer” shall mean any DEALER / CUSTOMER / END USER / PERSON / FIRM / COMPANY / ORGANISATION / ANY OTHER BUYER to whom the Company agrees to sell “the Goods”;
  - “the Goods” shall mean the goods (and any parts thereof) the subject matter of the contract as described in these conditions and (if appropriate) on the face of the Company’s acknowledgement of purchase order / Bill;
  - “the Manufacturer” shall mean the manufacturer of the Goods where the Goods are not manufactured by the CompanyIf any provision of the Terms and Conditions becomes inapplicable or unenforceable for any reasons, the other Terms and Conditions shall be valid and enforceable.
2. **Technical Advice** - Technical and other advice is given by the company’s authorised representative in good faith and is for general guidance only. The Company is not liable for errors, or defects by, the Manufacturer or for other circumstances beyond its control. “The Customer” should satisfy themselves that the product supplied is fit for purpose by carefully adhering to the manufacturer’s recommendations as supplied by them on their product packaging or by consulting the manufacturer via their own “customer help line” or the information exhibited on their web-site.
3. **Samples** - Samples are exhibited and supplied solely to enable the Customer to judge the quality of the Goods, but not so as to constitute a sale by sample. **SIMOLEX CERAMIC PRIVATE LIMITED** cannot guarantee that the product supplied will be an exact match to the samples exhibited or supplied.
4. **Variations** - The Goods are supplied within the Manufacturers tolerance limits of size, texture and colour variations. Variation in colour, shade, size and thickness are natural characteristics in Ceramic, Porcelain and Vinyl tiles, Natural Stone and Wood Flooring products. Variations may occur in successive batches of material. It is “the Customer’s” responsibility to visually and physically inspect the products received and to ensure that they are as per the customer’s order placed and that an acceptable blend of shade is achieved prior to any fixing taking place. It is “the CUSTOMER’S” responsibility to ensure that all fixing materials received are correct and fit for purpose as detailed in the individual manufacturer’s recommendations and instructions for use. If the product is collected by, or delivered to, a third party i.e. Tiling Contractor, Builder, they must ensure that all fixing materials received are correct. Tillers are responsible to draw attention of any such matters to the supervisor/owner PRIOR to fixing. Tiles are not guaranteed against chipping or crazing or wear unless warranted by the Company. It is their responsibility to ensure that the products are acceptable to the end user before the materials are fixed. **IMPORTANT: THE COMPANY WILL NOT ENTERTAIN ANY CLAIMS, FOR WHATEVER REASON, ONCE THE PRODUCTS HAVE BEEN FIXED.**
5. **Comparison with Previous Orders** - The Company cannot guarantee to match shades of previous orders. Due to any technical reasons or due to design or size not being in demand in the market, the Company may stop the production of such design or size at any time without any prior notice. The Company will not be liable or responsible for stock not being available with “the Customer”.
6. **Quotations & Prices** - Quotations are given in good faith and are based on current costs and are subject to amendment, without notice, i.e. on or after acceptance to meet any recognised rise in such costs. Such rises will apply at the date of invoice/dispatch irrespective of date of order. Quotations are based unless otherwise stated, on our current range of stock. All prices shown and quoted are subject to GST. The rate charged will be that currently operative at the date of invoice.
7. **Representations** - If the Customer wishes to rely upon any statement or representation, other than any made in the documents enclosed with the Company’s quotation or acknowledgement of order, then the Customer must set out that statement or representation in a document to be attached to or endorsed on the order and in any such case the Company may confirm reject or clarify the point and submit a new quotation. The Company’s “Logo” means the logos and emblem of Business of the Company, whether registered or not and includes the recognized business logos, trademarks, trade names, and emblem of the Company and must not be misused by anyone.
8. **Orders** - (a) Special orders for goods, which are not normally stocked, cannot be cancelled once the company has placed an order with an individual manufacturer / supplier. (b) The right is reserved to refuse cancellation or order, in the case of goods ready for dispatch, in transit, or in the process of manufacture.
9. **Delivery Quotation** - Time is not of the essence of the Contract. Quotations as to delivery time are given in good faith, but delivery is subject to availability of the Goods, raw materials and supply from the Company / Manufacturer. Every effort will be made to effect delivery within a quoted period. Where delivery is not effected within such quoted period which is reasonable in all the circumstances PROVIDED THAT if the Customer is of the reasonable opinion that such reasonable period has expired, he shall give written notice to that effect to the company stating his reasons for such opinion whereupon such reasonable period shall be deemed to expire 15-30 days after service of such notice. The Customer shall have no right to claim damages or cancel the order for any delay in delivery not exceeding 15-30 days beyond such reasonable period.
10. **Storage** - Boxes of Tiles must be kept in standing position in order to prevent from breakage due to weight. No CLAIMS will be entertained if the breakage is found to be occurred due to wrong storage position of boxes.
11. **Returns** - (a) Goods once supplied will not be taken back or exchanged (b) No goods can be, or will be supplied on a sale or return basis unless specifically agreed by the Company in writing. (c) Excess products purchased from our stock product range may be returned with 28 days for a full refund. Products must be returned in full box quantities and in their original packaging. (d) This policy does not extend to Special Orders, Clearance / End of Line Products or Natural Stone where returns will not be accepted. (e) No special order, in full or part, can be returned to the company. (f) In the event of any customer’s official order form containing any special conditions, it is understood that such conditions are only binding in so far as they are not of any variance with the terms and conditions mentioned herewith, unless specifically accepted by the Company in writing.
12. **Acceptance of Delivery** - (a) Acceptance of the Goods or payment for the Goods by the Customer to the Company shall of itself constitute an acceptance of these conditions where acceptance has not previously been communicated to the Company. (b) No claim for short delivery can be entertained unless signified at the time of delivery. The total number of items is shown on all delivery notes, and is signed for to that effect. Customer’s signatures on delivery notes, accompanied by remarks such as “unexamined” or similar will not be binding to the Company. (c) For claim for damaged goods, shade variation and any quality issue cannot be entertained unless a claim is received in writing at the Company’s official office within 7 days of receipt of goods by our customer with pictures and video of unpacking of boxes. All damaged goods must be returned to us before refund can be issued. The use of goods delivered implies their acceptance by the customer. (d) Site deliveries are only undertaken on the understanding that the purchaser will be responsible for supervising and assisting with the unloading of goods and storing the same to prevent theft or damage from weather etc. We reserve the right to decline a site delivery. A charge for delivery will be quoted on request. We cannot be responsible for damage to driveways etc. as a result of customer requiring delivery vehicle to drop goods on the property. (e) If the Company is requested to deliver to a site, delivery will be to the nearest hard road to the site. (f) If the Customer requests delivery to a site beyond the nearest hard road then all risk is with the Customer. No claims will be entertained as to condition of the Goods on delivery or for any damage caused to the customer’s property. (g) Unloading is the responsibility of the Customer (h) Delivery to the site of nearest hard road to the site requested by the Customer, established by a signed delivery note, is conclusive evidence that delivery has been made to the order of the Customer, and in compliance with the agreement. (i) The Company shall not be required to fulfil orders in the sequence in which they are placed. Failure by the Customer to take delivery of or to make payment in respect of the Goods or any one or more instalments of the Goods shall entitle the Company to treat the whole of the contract as repudiated by the Customer. (j) The company will endeavour to comply with reasonable requests by the Customer for postponement of delivery of the goods but shall be under no obligation to do so and where delivery is postponed by agreement, otherwise than due to default by the Company, the Customer shall pay all costs and expenses including a reasonable charge for storage and transportation occasioned thereby and payment for the Goods shall be made on the date payment would have been due had delivery not been postponed.
13. **Force Majeure** - In the event that the manufacture or delivery of any of the Goods is prevented or hindered directly or indirectly by fire, war, civil commotion, strikes or lock-outs, industrial dispute, shortage of fuel notwithstanding that the Company has taken all reasonable steps to procure the same, shortage of labour, break down or partial failure of vehicles, plant or machinery, acts, orders or regulations of Government, delay on the part of any independent sub-contractor or supplier, the elements including Act of God, or any other cause whatsoever beyond the reasonable control of the Company then the time for delivery of the Goods shall be extended for a reasonable period having regard to the effect of the delaying cause on the manufacture or delivery.
14. **Passing of Property** - (a) Title to the Goods shall not pass to the Customer until the Customer has paid all sums due and payable by it to the Company under this contract and all other prior contracts between the Company and the Customer and until title to the Goods has been passed to the Customer, the Customer shall possess the Goods or any part thereof as a bailee of the Company and shall store the Goods or any part thereof separately from other goods so as to ensure that they are clearly identifiable as the property of the Company and shall not use the Goods. There is No Rent payable by the Company to store such material. (b) The Company shall be entitled to recover and resell Goods in respect of which the Customer has not made payment and title has not passed to the Customer at any time and the Customer hereby licences the Company its officers, employees and agents to enter upon any premises of the Customer for the purpose either of satisfying itself that condition 14 (a to e) is being complied with by the Customer or recovering any Goods in respect of which title has not passed to the Customer. (c) The Trader / Dealers / Partners / Proprietor / shall allow access to the warehouse to representatives of the Company at any point of time to ascertain the quantity and condition of stocks, even during the non-payment by the dealer.
15. **Risk** - (a) If the Company delivers in its own vehicle, or any other means at the Company’s choice, then risk for condition of the Goods remains with the Company until delivery has been made. (b) If delivery is by a carrier or by post, transport, cargo, i.e. at the request of the Customer, or if the deliveries are requested beyond the nearest hard road (where the road / route is not good), then risk for the condition of the Goods is with the Customer after the Goods have left the Company’s premises. (c) If delivery is by carrier or by post, transport, cargo, the Company will charge the Customer for the cost of carriage, transport, cargo, post or other delivery effected at the Customer’s request and or consent. (d) Delivery is completed by arrival of the Goods at the requested or appointed destination and before unloading or unpacking. (e) The Company cannot assume any risk or liability for results obtained, nor for damages in excess of the original purchase price itself, which does not include labour charges or any consequential damages resulting from the use of our products. The Company shall not be liable for any expense or injury arising from the use of any product supplied, and the customer shall assume all resultant risk and liability.
16. **Trade Credit** - In case of delay in payment more than 30 days / non payment / default in payment of any legal dues by “the Customer”, details of default will be uploaded on [www.itcib.com](http://www.itcib.com) (a part of Legal Empowerment India) in order to safeguard against default, since our firm / company is registered with it. For securing good credit rating, DEALERS / CUSTOMERS / PERSON / FIRM / COMPANY / ORGANISATION must maintain good transaction record else their rating of trade credit will get affected and listed on [www.itcib.com](http://www.itcib.com).
17. **Payment** - (a) Account. Terms are strictly 7 DAYS, from end of month following date of invoice. (b) Cash on Delivery. Goods WILL NOT be unloaded on a C.O.D. without payment in full. (c) Interest on overdue accounts will be payable @ 21% per annum. (d) A Cheque tendered by the Customer in payment shall not be treated as payment until the payment for the same has been cleared / realised. (e) THE COMPANY may get the security cheques honoured any time which are received towards the billed amount, with written intimation to the Trader / Retailer / Partners / Proprietor VIA Email / SMS / Postal service. (f) The dealer is responsible for delivery and collection for any secondary and third party sales done by the Company representative for the dealer or where any involvement by the dealer. (g) ANY LIABILITY IN THE FORM OF GOVT. TAXES (CENTRAL OR STATE), SERVICE TAX ETC. WOULD BE BORNE BY “THE CUSTOMER”. (h) IN CASE ANY C FORM IS NOT PROVIDED BY THE CUSTOMER, THEN WHATEVER THE AMOUNT OF TAX, PENALTY AND INTEREST CHARGED BY THE GOVT. WILL BE PAYABLE BY THE CUSTOMER AND INTEREST ON SUM OF SUCH AMOUNT THEREAFTER IF PAYMENT IS DELAYED BY THE CUSTOMER. (i) Since the use of our products are beyond the control of either the supplier or the manufacturer, the Company’s obligation under a warranty claim shall be to re-supply any quantity of product which is proven defective. We may give credit note for the value of defective product, but before that the balance bill amount will have to be cleared fully else interest will be payable as per payment terms. (j) The payments must be made / cleared bill-to-bill by the Customer. (k) In event, when during whole financial transactions, if payment remains unpaid partly or fully Trader / Dealers / Partners / Proprietor for any reason, for any of the bills then all credit notes issues in prior dates will be cancelled, will become void/reversed against outstanding amount, and the Trader / Dealers / Partners / Proprietor shall be liable to make payment for the balance amount after adjustment of credit notes. (l) In event of payment being due for the bill and GST amount being unpaid by “The Customer” to the Company, complaint will be filed to the tax authorities regarding non payment of GST amount. (m) if any party’s cheque is returned then Rs. 1000/- will be charged to the party towards cheque returned charges, which is not waiver able & if 3 times cheques are returned, the details of cheques will be uploaded on www.itcib.com. (n) in case of delay in payment for 180 days for any invoice then we will complain to GST department under appropriate act for cancellation of your GST. (o) If you give specific design order, and you do not take the delivery of whole material, then losses arising from the sale of such material must be borne by you.
18. **Cancellation** - (a) Cancellation of this Contract / Bill will only be agreed by the Company on condition that all costs and expenses incurred by the Company up to the time of cancellation and all losses or damages resulting to the Company by reason of such cancellation will be paid by “the Customer” to the Company. (b) If you cancel your order after 7 Days from purchase, there will likely be a cancellation fee of 25% of the invoice value. This is because we will have incurred cost in getting your order ready for delivery. If however, we find that your order has not been processed during this time, there will be NO charge.
19. **Claims** - (a) Any claims due to damages in transits must be claimed from insurance company within 24 hrs of delivery. Amount of claim is decided by the Insurance Company. We are not liable for the amount of Insurance claim. (b) Insurance expenses shall be covered and borne by “the Customer”. (c) Any claim as to the condition of the Goods not apparent on visual inspection must be communicated in writing to the Company within 24 hrs from the delivery of goods. After 24 hrs, Company will not entertain any complaints. (d) Subject to Terms after 24 hrs from delivery the Customer is deemed to have accepted the Goods as having been supplied in good condition, and in accordance with the order. (e) Liability of the Company for the defective condition of any of the Goods supplied will not exceed the invoice value of the Goods in respect of which the complaint is made. (f) No claim may be made in respect of defective condition of the Goods once they have been used by fixing to the wall / floor or by any attempt to fix the same to the wall / floor. (g) In the event that the Goods are not manufactured by the Company then the Company gives no assurance, warranty or guarantee whatsoever that the sale or use of the Goods will not infringe copyright, registered design, design copyright or other intellectual property rights of any other person, firm or company.
20. **Delivery Contract** - Each delivery is a separate Contract. Failure to deliver any part of an order does not invalidate the Contracts for the other orders.
21. **Over-ride** - The Company’s terms and conditions over-ride any conditions of Sale / Purchase of the customer. The Customer’s Conditions are only effective in so far as they do not conflict with the Company’s conditions.
22. **Insolvency** - If the customer shall become bankrupt or unable to pay its debts as prescribed by Insolvency Act or compound with its creditors or in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the Customer (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver, Manager, Administrator or Administrative Receiver is appointed for all or any part of its assets or undertaking, the Company shall be entitled to cancel the contract in whole or in part by notice in writing without prejudice to any right or remedy accrued or accruing to the Company.
23. **Limited Companies – Guarantee** - Those signing the Credit Account Application, on behalf of Limited Companies, do so as Guarantor or irrevocably undertake to guarantee the payment of all money owing to us by the relevant Limited Company if we believe that the Limited Company cannot meet its obligations. If the Limited Company goes into receivership, liquidation or administration, the guarantor will pay all such pending sum or will enable them to pay all Money owed to the Company by the Limited Company.
24. **Notices** - Any notice required to be given by either the Company or the Customer to the other shall be deemed to be properly served if sent by Registered Letter posted to its Registered office or such other address as may from time to time be notified to the other for this purpose and any notice served shall be deemed to have been served 7 days after the time of posting and in proving such service it shall be sufficient to prove that the notice was properly addressed and posted.
25. **LAW** - Any dispute is subject to Morbi “Gujarat (India)” Jurisdiction.