

General Sales Conditions-Novateur Electrical & Digital Systems Private Limited

- 1 Goods once sold cannot be returned and / or exchanged unless agreed by the Company.
- 2 Company's general sales conditions take precedence over any of Customer general conditions of purchase that are not expressly accepted by us.
- 3 Interest @ 24% per annum will be charged if this invoice is not paid by due date. Further, the Company is entitled to take legal recourse to recover the dues.
- 4 Payment will be as per CP Policy / Agreement / PO / agreed terms, as applicable.
- 5 The payment should be made only by RTGS / NEFT /crossed Cheques/ Bank Drafts in favour of NOVATEUR ELECTRICAL & DIGITAL SYSTEMS PRIVATE LIMITED on any of the Scheduled Banks or any other mode as may be agreed through normal banking channels. In no event any cash payment is to be made against this invoice and if customer pay anything in cash to any of Company's employee, the same will not be treated as the valid payment by Customer in discharge of this Invoice and the Customer / person would be doing so at its own risk and consequence. Any Taxes, Cess or Duties levied by Central, State, Local or any other authority now in force or hereafter be imposed on the sale, transportation or supply/delivery of the goods shall be directly paid by the Customer or if directly paid by the Company, reimbursed to the Company by the Customer.
- 6 The price would be F.O.R. destination and the transit liability shall be of Customer. Company may at its discretion insure the goods.
- 7 Any discrepancy observed in the invoice must be brought to our attention within 15 days of receipt. No complaints in respect of material supplied vide this invoice will be entertained unless the same is lodged in writing within 15 days of dispatch.
- 8 If the product is not stored / used as per our Product / Usage guidelines, any risks and hazards arising thereof are to be borne by the buyer from date of delivery.
- 9 Warranty is as per Company Policy / PO / agreed terms, as applicable. The warranty would be void if the product is opened by unauthorized service person/ centre and the unit shall be declared as tampered. No further warranty shall be applicable on such unit. The Company will not be liable for any indirect, special, consequential, or punitive damages including but not limited to lost profits arising out of or relating to this contract or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) and irrespective of whether the Company has been advised of the possibility of any such damage. In no event will the Company's liability exceed the price the Customer paid to the Company for the specific services provided by the Company giving rise to the claim or cause of action.
- 10 Buyer/Customer shall observe and comply with all applicable laws, orders, ordinances, notifications, rules and regulations, relating to the sale and use of goods.
- 11 We hereby declare that our Registration Certificate under GST Act is in force on the date of Invoice.
- 12 Company's products are sold under its trademark, copyright, design, patent or other proprietary rights that cannot be altered, modified or infringed by the Customer.
- 13 All invoicing done by Company is subject to the EMBARGO clause, which is contained in our website as detailed in the below link:
http://www.indoasian.com/wp-content/uploads/2017/06/Disclaimer_clause_on_embargo.pdf
- 14 In case of any dispute, the Courts of Delhi shall have exclusive jurisdiction.