

STANDARD TERMS AND CONDITIONS

1. The prices quoted are only for the supply of goods.
 2. For the sake of brevity M/s **GANI & SONS AGENCY** will hereinafter be referred to as the Company.
 3. Goods once sold will not be taken back or exchanged, unless otherwise agreed upon.
 4. The prices quoted do not include VAT / Sales tax unless when specifically mentioned, or any other Government or Municipal Taxes/Levies. These will have to be paid extra by the Purchaser, as applicable, at the time of supply. If concessional rate of VAT or exemption from local VAT, is applicable, this fact should be clearly mentioned by the Purchaser in his Order, giving the details of relevant concessional Tax Form. In absence of this, the Company will charge the full rate of VAT. The Purchaser should enclose the concessional Tax Form, if any, along with the Order. Where concessional tax is chargeable under a Government Order (G.O.) a copy of the G.O. should accompany the Order for goods.
 5. Verbal Orders are subject to written confirmation.
 6. Orders once placed cannot be cancelled by the Purchaser without the Company's written consent.
 7. Unless otherwise agreed upon in writing, all payments will be Cash against Delivery or presentation of documents through Bank or by V.P.P.
 8. The Company may also ask for an Advance, which will have to be paid by the Purchaser along with the Order Where an advance is not sent along with the Order, when applicable, and the advance is sent later, the period of delivery will commence from the date of receipt of the advance and not from the date of the Order. The advance paid to the Company may be forfeited in the event of Cancellation of the Order.
 9. The goods are carefully tested and checked by the Company. Unless otherwise agreed upon, the Company's risk and responsibility ceases on the goods leaving our premises and no responsibility shall devolve on the Company in regard to any damage to the goods by way of breakage, shortage, theft, pilferage, etc. in transit. Insurance if any, should be arranged for by the Purchaser.
 10. If and when the company agrees to despatch the goods, it will despatch them by Post/Lorry parcel or any suitable mode of transport, at its discretion. All articles are despatched at 'Customer's Risk'. Packing, Postage and Insurance charges are extra. Articles that are kept with us lie solely at the 'Owner's Risk'.
 11. Goods offered ex-stock, are strictly Subject to Prior Sale.
 12. The Company shall have the first and paramount lien on goods not taken delivery of by the Purchaser for any reasons whatsoever, so long as the full amount for the goods in question remains unpaid by the Purchaser.
 13. The stipulated Delivery Period for the Order, or any part thereof, is only estimated. The Company shall make every effort to deliver the goods within the stipulated period, subject to force majeure and circumstances beyond the Company's control. In no case shall delay in delivery be a ground for rejecting the goods. No penalty clause is acceptable for delayed delivery, due to reasons beyond our control.
 14. If and when the Company agrees to carry out Installation / Erection at site, the goods will first have to be collected from the Company on full payment after which our personnel shall be sent to the site to carry out the Installation. Where the goods are to be brought along with our personnel for Installation, the same will be sent to site only after receipt of the full payment.
 15. Part delivery of goods will be accepted by the Purchaser and the payment terms will apply to such part deliveries as well. In no case shall part delivery be a ground for rejection of goods or withholding payment.
 16. If the payment of the bill is not made within the stipulated period of time agreed upon, interest at 24% per annum shall be charged.
 17. The Company does not accept any responsibility and/or liability in respect of any loss or damage, direct or indirect, to the Purchaser by any means, resulting from delay or failure in effecting delivery.
 18. If the fulfillment of the contract or part thereof, is affected by war or warlike situation or any regulation of Central and/or State Government, all extra charges incurred thereby will be on the Purchaser's account only. In such circumstances the Company will also have the option of canceling the entire and/or remaining part of the Order.
 19. Claims for rejection, short supplies, etc., if any and if applicable, must be made in writing/by the Purchaser or his Representative and submitted to the Company within three days from the date of receipt of the goods. In the absence of such intimation/claim it will be presumed that the goods have been received in good Order and condition.
 20. The Company assumes no responsibility for any loss or claims by the Purchaser or third parties which may arise through possible consequential damage resulting from (example) defects, use, inaccuracy or nonfunctioning of the Watch/Clock/System and such & similar claims/losses are not covered under our guarantee/warranty.
 21. No credit for rejection of goods will be allowed unless agreed to by the Company in writing and unless the rejected goods are received by the Company in good condition.
 22. No Credit or set off for VAT / Sales tax will be allowed on rejected goods unless agreed to by the Company in writing and unless such rejections are received by the Company before the 10th of the following month after dispatch / delivery.
 23. Unless otherwise specified, all goods are Guaranteed against manufacturing defects for a period of 12 months from the date of sale, as per the terms and conditions contained in our guarantee form.
 24. The Guarantee for the replaced components will lapse simultaneously along with that of the main equipment. No Guarantee for watch cells or clock cells under any circumstances.
 25. Unless otherwise agreed upon, the Company will endeavor to repair or replace defective material providing that (1) the purchaser has given written notice of the defect within the guarantee period and (2) the defective material is held at the disposal the Company. We undertake no responsibility to call for the same, or for its transit from any place or any transit charges.
- If only a part of the article is defective, repair or replacement of only that part will be considered. The Company reserves the right to decide as to whether the repair work should be carried out at site or the Company's Service Centre/ / Repair Department or any other place. The up and down charges for personnel or freight charges, incurred for attention of defects if any or for to and fro despatch of the defective materials will have to be borne solely by the Purchaser.
26. Unless previously withdraw, the quotation is valid for a period stated therein, and when no period is stated, for a period of 30 days from the date of the quotation.
 27. The company may submit designs for custom made Clocks either Indoor or Outdoor type and all such designs are Proprietary Designs which may not be copied or reproduced by anyone without our express permission, in writing and shall always remain as the property of the company.
 28. Confidential and Proprietary Information Notice: While corresponding / quoting the letter(s) / document(s) / drawing(s) or sketches along with its enclosures may contain Trade Secrets and Confidential Information of **GANI & SONS AGENCY** which shall not be duplicated in whole or in part or used or misused for any purpose other than approved by GANI & SONS AGENCY, CHENNAI - 600 003, INDIA.
 29. Disputes, if any, arising out of the contract will be subject to the jurisdiction of the courts in MADRAS - CHENNAI only.