**India Conditions of Sale**

**TERMS AND CONDITIONS**

**1. Definitions:**

"SBS" or “The Company” - Softbox Systems (India) PVT Ltd;

"Customer" - the person, firm or company with whom or with which SBS contracts;

"Contract" - the contract for the sale and purchase of the Goods formed by the Customer's acceptance of these terms;

"Goods" - all or any of the goods which SBS is to sell is in accordance with the Contract.

"Act of Insolvency" - shall be deemed to mean and include any one or more of the following namely the passing of a resolution or the presentation of a petition for winding-up the presentation of a petition for the appointment of an administrator, the appointment of a receiver and/or manager or administrative receiver over the whole or any part of the Customer's undertaking and assets, making of a proposal for a voluntary arrangement or a proposal for any other composition scheme or arrangement with or the calling by the Customer of any meeting of its creditors generally, the presentation of a petition in respect of a bankruptcy order, an application for an interim order in connection with any proposals for a voluntary arrangement of the Customer's affairs, anything analogous to any of the foregoing under the law of any jurisdiction.

**2. Basis of Contract:** These conditions shall govern the Contract to the exclusion of any other terms and conditions. Qualifications of these terms and conditions contained in any document of the Customer will be inapplicable unless expressly accepted in writing by SBS. All implied conditions and warranties and other terms whether implied by statute or at common law or otherwise and whether as to quality, fitness for purpose, performance, merchantability or otherwise in relation to the goods and to the sale or supply thereof by SBS are hereby excluded.

**3. Quantity:**

The price is for the stipulated quantity of goods only and must not be taken to apply to an order for any lesser quantities. All Quotation for goods to be delivered from stock is subject to these goods being available on receipt of order.

**4. Taxes:**  GST @ 18 %

**5. Tolerance:** No claim will be allowable on the grounds that goods supplied do not conform to certain dimensions where it is shown that such goods come within the bounds of a stated and agreed tolerance.

**6. Colour:** Colour shall be subject to reasonable variation.

**7. Delivery:** Any stipulated period of time for delivery shall date from the receipt by SBS of the Customer's written order to proceed or of all necessary information and drawings enabling SBS to put the work in hand, whichever shall be the later. Where the Goods are delivered in installments ,each delivery shall constitute a separate contract and failure by SBS to deliver any one or more of the installments or any claim by the Customer in respect of any one or more installments shall not entitle the Customer to treat the Contract as a whole as repudiated. Where delivery of the goods is to be made by SBS in bulk SBS reserves the right to deliver up to 5 per cent more or less than the quantity ordered and the price shall be adjusted accordingly. SBS shall not be liable for any loss or damage which may be sustained by the Customer through failure on the part of SBS to deliver at the rate or within the time specified, nor for any loss or damage incurred by reason of Acts of God, war, riots, fires, strikes, lockout, cessation of labour, accidents of any kind, inability to procure materials or articles required for the performance of the order or any other cause whatsoever beyond SBS' control whether similar to those aforesaid or not. In the event of any such delay from any cause beyond SBS' control continuing for a period of more than three calendar months, SBS reserves the right to cancel the Contract by notice in writing in respect of any Goods undelivered at the time of the giving of such notice. No claim for loss or damage in transit or non-delivery will be claimable unless the Customer shall have advised SBS and the carriers within three days of the termination of the transit, or, in the case of non-delivery within fourteen days from the date of the invoice.

**8. Risk and Title:** In the case of Goods to be collected from SBS the point of delivery and transfer of risk shall occur as the Goods are loaded on to the collection vehicle or as the Goods pass out of SBS’ storage area as the case may be. In the case where Goods are delivered to an address in India the delivery point shall occur as the Goods are removed from the transportation vehicle. Off-loading shall be at the Customer’s risk. Notwithstanding delivery and passing of risk, property in and title to the Goods shall remain in SBS (which reserves the right to dispose of them)until SBS has received payment in cash or cleared funds of all debts owed by the Customer to the Company in respect of the supply of goods or services. The Customer’s power to deal with the Goods shall automatically cease if the Customer shall commit or be subject to any Act of Insolvency. Until title in the Goods passes to the Customer under this condition the Customer shall place the Goods at the disposal of the Company and the Company and its servants and agents are hereby irrevocably authorized without the need for consent of any third party using only such force as may be necessary to enter upon any premises of the Customer for the purpose of removing the Goods.

**9. Consequential Loss:** SBS shall not be liable for personal injuries or consequential damage or loss arising from any defects (including in particular damage to goods or persons caused by leakage from or explosion of a bottle, container or moulding supplied by SBS) or from the use of any of SBS’ Goods.

**10. Terms of Payment:** Unless otherwise stated on the quotation payment for goods shall be due by the Customer within 30 days from the date of invoice, including any duties and taxes, with an agreed 24% p.a.of the invoice value paid in advance of Delivery. SBS may appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between SBS and the Customer) as SBS may think fit (not withstanding any purported appropriation by the Customer). The Customer shall not be entitled to withhold or delay payment or exercise any right of set-off whatsoever and howsoever arising or arisen which might otherwise be available to it.

**10i**. Notice Period Unless otherwise agreed in writing, SBS and the Customer shall provide three months’ notice of termination of Contract, other than in an Act of Insolvency.

**10ii**. Any invoices not paid within the agreed credit period will incur interest charged at 24% per annum.

**11. Price Variations:** If during the Contract there are 10%+ increases in labour, material or transport costs, SBS may submit to the Customer a revised price and such revised price may have regard not only to such specific items. In the event of the Customer not agreeing to pay any such increased revised price SBS shall have the option of continuing the Contract on existing terms or regarding the Contract as terminated and in the latter event may terminate the Contract by notice to the Customer to that effect.

**11i** Prices for Goods will be those agreed in writing. All Quotation will be valid for one month from date of offer and once accepted by a purchase order in advance.

**12. Intellectual Property Rights:** If the Goods are to be manufactured or any process is to be applied to the Goods by SBS in accordance with a specification or design submitted by the Customer, the Customer shall (without prejudice to the other rights and remedies of the Company) indemnify SBS in full against all loss, costs, damages, charges, expenses and other liabilities suffered or incurred by the Company as a result of or in connection with:

(i) Any allegation relating to infringement of any patent, copyright design, registered trade or service mark or other industrial or intellectual property rights of any kind or any person, firm or company and/or passing off and/or unauthorized use of confidential information which results from the Company’s use of the Customer’s specification or design;

(ii) Any other liability of any kind to any third party including without limitation for defective goods, personal injury or death to the extent that it arises from the specification or design.

**13. Insolvency:** If there shall be an Act of Insolvency in relation to the Customer then SBS shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer and if Goods and Services have been delivered but have not been paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

**14. General:** It shall be the responsibility of the Customer to ensure that all requirements applicable to the Contract, whether statutory, regulatory, municipal and/or otherwise howsoever (including without limitation any relating to the importation or use of the Goods in the country of destination and for the payment of duties thereon) are duly complied with. No failure to delay on the part of the Company to exercise any of its rights under the Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof. Any waiver by SBS of any breach by the Customer of any of its obligations under the Contract shall not affect the rights of SBS in the event of any further or additional breach or breaches. Each and every obligation contained in these conditions shall be treated as a separate obligation and shall be severally enforceable as such notwithstanding the non-enforceability of any other such obligation. Any notice required to be given in writing under the Contract shall be given, where possible, by facsimile transmission and otherwise by first class post addressed to the registered office (in the case of a limited company) or to the last known address of the party for which it is intended, or to such other address as may be notified in writing by either party to the other for the purpose, and shall be deemed to have been received, in the case of a facsimile transmission, upon transmission and, in the case of a letter, forty-eight hours after posting. In providing service by letter, it shall be sufficient to show that the envelope containing the notice was properly addressed and stamped and duly posted.

**15. Jurisdiction:** The Contract shall in all respects be governed by and constructed in accordance with Indian or English Law and it is irrevocably agreed that the Courts of India or England are to have jurisdiction in respect thereof.

**16. Force Majeure:** SBS cannot be held liable for any events outside of its control, including but not limited to, bad weather, national disturbances, fires, power\failures and other natural occurrences.

Yours sincerely,



**for Softbox Systems (India) Pvt Ltd**

Yusuf Colombowala

Manager – Business Development

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