

## **GENERAL TERMS OF BUSINESS**

(The word "Company" wherever used shall mean Absolute Engineering company or its affiliates)

### **Reference**

Original part numbers or reference of other manufacturers are given only for correct and easier selection of part. Our products are of Indian origin and it is not implied that our products are used by the respective manufacturers. All models, Brand name, Part numbers etc. wherever used, are registered to their respective owners.

### **Confirmation**

- a) All order are accepted subject to final confirmation by our office in writing.
- b) Orders once confirmed can not be canceled or modified in sizes/specifications/quantities or in any other way. Incase if shipment is asked to postpone for buyer's own reasons, then company will request for full contract amount to be remitted by TT as advance payment.

### **Availability**

Shipments of all offered parts are subject to availability. We reserve rights to ship consignments in full or part.

### **Tooling**

All paid toolings, which are developed by the company, remain the property of the company. Only readymade toolings provided by the Purchaser shall be returned.

### **Overdue Accounts**

All overdue accounts will attract interest of 24% per annum.

### **Guarantee (only on parts sale)**

- a) All products affixed with security holograms or carrying company's brand name either punched or embossed, are fully guaranteed for its workmanship, dimensional accuracy and interchangeability with original. In the event that a product is found to be defective in these aspects, the Company at its own discretion will replace or credit the Purchaser with the value of defective goods of its manufacture if the company is satisfied that such defect arose solely through faulty materials or workmanship and such goods are returned carriage paid to Company immediately upon discovery of the defect, notified to Company in writing and in any event not later than 80 days from the date of despatch and provided that goods have been stored in conditions approved by the company.
- b) The company, at its own discretion, will either credit customer's account with the cost of defective part or provide free replacement only. The company shall not be liable to pay the duties/taxes or any other expenses incurred on the importatioan of such goods.
- c) This guarantee, however, is restricted to the extent of replacement or crediting the Purchaser with the cost of parts (invoiced value), only without any further responsibility for any kind of losses / damages of whatsoever nature.

Complete equipments such as, but not limited to, like Engines, Pump sets, Generator sets, Alternators, Mills etc. Carry no guarantee or warantee of any sorts.

### **Damage or Loss in Transit**

Whist the Company accepts no liability for Damage or loss in transit when goods are consigned via an independent carrier, the Company will use all reasonable endeavour to assist the Purchaser in pursuing claims for damage or loss in transit against a carrier or insurance company provided that damage or shortage is notified in writing both to the Company and to the carries within 7 days or receipt of goods and the goods have been signed for as "not examined" and have been handled by the Purchaser in accordance with carrier's conditions.

### **Infringement of Patents, Copyrights or Registered Designs**

On placing order, the Purchaser automatically indemnify the Company against all damages, penalties, costs and expenses arising out of the infringement of any Patents, Copyrights or Registered Designs (or any claim, for such infringement) involved in work carried out in accordance with the Purchaser's specification.

### **Force Majeure**

In the event of any cause beyond the control of the Company preventing or hindering it from carrying out its obligations under any contract, the Company shall be relieved of all responsibility in respect of the contract.

### **Jurisdiction**

All orders/Proforma(s)/Invoice(s) issued, are subject to Mumbai (Bombay) Jurisdiction.