

ANNEXTURE-1**GENERAL TERMS AND CONDITIONS****1.0 General**

Any acceptance of our offer, quotation or tender, includes the following terms and conditions, unless otherwise specifically agreed to, in respect of any of them.

1.1 X'CALIBUR AUTOMATION is free to incorporate any changes in design of the equipment wherever necessary, at any later date and also can add/delete certain components/pats as per the requirement of the performance of the equipment as regards capacity specified in the offer/order.

2.0 Scope of supply

The items of the contract for the scope of supply shall be as contain in our offer, unless subsequently amended in writing. Unless explicitly described as binding, all descriptions, specifications, drawings and particulars of weights and dimensions of machinery, submitted in this offer, are approximate only.

3.0 Price Basis

All Prices are Ex-works unpacked, unless and otherwise stated. Packing, Forwarding, siding and Transportation charges shall be charged extra. In the event of suspension of work due to the purchaser's instruction or caused due to lack of information/instruction/ documentation form the purchaser, the contract price will be increased to cover the extra expenses thus incurred by us, and delivery period (ref. Clause 4.0) will be extended by an equal number of days.

4.0 Delivery Period

Approx. 4-6 Weeks. The delivery should be reckoned from the date of receipt of advance payment to us or final approval of G. A. Drawing or clarifications of all technical and commercial matters, whichever is later. The delivery shall be deemed to have been completed, when information is sent by us, to purchaser, that the last major consignment of the supply is ready for dispatch and /or inspection. Deliveries are subject to delay, due to the following.

4.1 Changes made, by the purchaser, in the scope of supply after issue of formal order acceptance by us.

4.2 Delay, on the purchaser's part for inspection, beyond the period stipulated under Clause 11.0

4.3 Above deliveries are tentative and based on present workload. However firm deliveries would be negotiated with you at the time of finalisation of the order, to suit your planning and our other commitments.

5.0 Terms of Payment:

50 % interest free advance along with order. Payment should be made by Demand Draft/ Banker's cheque payable at Pune. Balance 50% along with Taxes and Packing & Forwarding against Proforma Invoice before dispatch.

6.0 Price variations

The Price quoted is subject to variation as per following:

6.1 For Imported Components

The price of imported components, are subject to exchange rate variation/duty if applicable and the difference at actual, if any, shall be to your account.

6.2 Any change or modification in above scheme.

7.0 Particulars of Order

Order in duplicate, should clearly specify:

- a) Name and address of the consignee
- b) Mode of dispatch: By Road/Train/any others
- c) Destination
- d) Packing/Forwarding instruction
- e) Convenient Marking details of the consignment(s)
- f) Inspection authority
- g) No. of Invoice Copies & to whom these are to be sent
- h) Transit insurance instructions
- i) Any other

8.0 Inspection:

Inspection, if desired, may be carried out at the Purchase's cost, before dispatch of equipment, at our factory/sub-supplier's works. We shall provide adequate facility, for the purchaser's inspector to carry out such inspection work. We will give notice, to the purchaser, to depute their inspector, within 15 days of issue of the notice. In case the inspector fails to reach/carry out inspection on the days intimated, the inspection, carried out by our inspectors will be deemed by X'CALIBUR AUTOMATION as inspected by Purchaser's Inspector and goods dispatched. All Expenses, incurred by the purchaser or his agents including for travel, stay, etc. concerning the inspection work, shall have to borne by the purchaser.

9.0 Validity of Offer:

Our offer is valid for 30 days. After the expiry of the validity period, our quotation will be subject to our specific conformation and revision in price/terms, if any, as deemed necessary by us.

10. Guarantee

We shall be responsible and be liable, free of cost to replace or repair the equipment that need replacement or repair because of any defect in material, workmanship only, brought to our notice within 12 months from the date of commissioning or 18 month from the date of supplies, whichever is earlier.

11. Transfer of Risk & Insurance

All risks, shall pass to the purchaser, at the latest as from the time of dispatch from our sub-supplier's works, even in the case of part dispatches/shipments. The purchaser at his owns costs shall arrange inland insurance, against all transit risks. If the dispatches (full or part quantity) is delayed, owing to circumstances beyond our/sub-suppliers control. The risk shall pass on the purchaser, from the date on which the goods where ready for dispatch, but we will, at the request and expenses of the purchaser, effect any insurance, as desired. In such a case payment as applicable at the time of dispatch, will be made by the purchaser, to us against proof of readiness for dispatch of goods.

12. Sub-Suppliers

We reserve the rights to entrust the manufacture or processing of any equipment, covered by this offer/order conformation to any of our sub-supplier(s). The Equipment, parts etc, so manufactured/Processed by our sub-suppliers, will be dispatched directly to the purchaser, for which invoice(s) shall be raised by us accordingly.

13. Legal jurisdiction

The offer is made subject to the Jurisdiction of PUNE court only, should any eventuality arise on finalisation/execution/completion of the order against this offer.