



# Yaji Chemical Solutions

Plot No.4, Ganesh Township, Cheeriyal Village,  
Keesar Mandal, Medchal District, Hyderabad-501301

Cell No. 9949079800, 9441688784

Email: sales @yajisolutions.com

Website: www.yajisolutions.com

## GENERAL TERMS & CONDITONS

### 1. General Introduction and Definitions

These conditions apply to every order issued by YCS, and is applicable to all suppliers and forms an integral part of the order. Our orders are considered to have been accepted by the supplier, according to the terms contained in them and the current applicable laws. Terms are deemed final unless otherwise agreed to by both parties in writing within three days of receipt of the order by the supplier. Time factor has the highest importance and is of the essence in the performances of the order.

The following abbreviations will have the adjacent meanings within this clause and the following clauses:

YCS : Yaji Chemical Solutions

MAWB : Master Airway Bill

PO : Purchase Order

General remark: within the text of this document or in the Order, the words "we", "us", "our" are always referred to YCS.

### 2. Scope of Application

These General Terms & Conditions shall be valid for all business relations with our suppliers arising in the course of placing orders now or in the future. In addition, all relevant legal provisions shall apply. We shall only consider the conditions of the Supplier as binding for us if and insofar as we agree to such conditions in writing upon conclusion of the respective agreement. Where special conditions that deviate from the General Purchasing Terms & Conditions are agreed for one specific order, the General Purchasing Terms & Conditions shall be valid as lower priority, supplementary conditions.

### 3. Scope of Supply

The scope of supply shall be strictly in accordance with the ENQUIRY floated by YCS, the agreed deviations and additions to the same, based on the discussions with YCS.

### 4. Ordering

Only orders written on YCS approved order forms and correctly undersigned or digitally signed shall be valid. This also applies to supplements and amendments to orders.

### 5. Order Acceptance

Orders must be confirmed by the written acceptance from Supplier using our printed form and returned by email within five working days of the date of order.

### 6. Price

The price indicated on the order form will remain fixed if not otherwise indicated (this means non-revisable due to economic market fluctuations). Unless advised to the contrary, the price includes all taxes, duties, levies, statutory liabilities, insurance, transportation and the packaging of the goods and materials necessary for their proper conservation during storage and appropriate for their transportation. Payment will be affected in accordance with the terms indicated at the time of ordering on receipt of the goods, invoice, drawings and the technical documents.

### 7. Payment, Transfer of Payment:

Payment will be made solely and exclusively to the Supplier. Payment transfers to third parties and pledges are not acceptable. All payments shall be made by way of cheque /Demand Draft/Inland LC/Wire transfer (EFT) or against the documents through bank. The amount agreed, shall be paid as per the terms and conditions of Purchase Order. Unless stipulated otherwise in the order, no advance payment will be made at the time of order placement. Invoice terms are net 30 days from the date of receipt. This settlement date is calculated from the effective delivery date.

### 8. Delivery Schedule

Contractual delivery dates appear on the order and are those according to which the supplier agrees (in quality, quantity and workmanship) to make the contents of the order available to us at the address specified in the order should be as per the schedule. We reserve the right to modify the delivery quantities, scope of work and dates originally agreed.

### 9. Documents

Necessary documents are to be provided by the supplier according to the schedule stated in the Purchase Order and should reach us at the address indicated in the order within 48 hours from the date of delivery. A separate Note shall be made for each item of the goods/ material. The delivery Note shall provide the following details: (1) Purchase order No. and date (2) Name of the items as provided in YCS purchase order along with code Nos. if any (3) Details of Quantity batch wise (4) Packing details i.e., number of packages and quantity in each Packet, etc., The invoices are to be established in triplicate, and should state the number and date of order, purchase price, shipping and freight charges, insurance cost and any other expenses incurred on the YCS. The Invoice shall certify that goods have been dispatched as per beneficiary's quotation indicating quotation number and date. Invoice issued in excess of order amount is not acceptable. All documents shall be supplied in English language. In addition to the document(s) mentioned in the order, the supplier shall send the following documents to our address.

9.1 Delivery Note.

9.2 Packing list.

9.3 Three Original signed Commercial invoice.



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- 9.4 Air/Marine Cargo insurance certificate.
- 9.5 Whenever applicable three copies of the MAWB / Bill of Lading/Carrier's Certificate as evidence of the consignee's right to make an entry, duly stamped.
- 9.6 Three copies of Certificate of Origin.
- 9.7 Analysis Report of the material.

Delivery Address :

M/s Yaji Chemical Solutions  
Plot No 4 Ganesh Township,  
Cheeriyal Village, Keesara Mandal,  
Hyderabad-501301  
Telangana, India.

10. Packaging:

(a) Material to be supplied in Original sealed intact drums. Also note that the transit damages if any due to improper/inappropriate packaging, YCS reserves the right to reject and return back at your cost and risk and it is at the discretion of YCS for replacement of the material. (b) All individual packages should bear the label clearly indicating:- (1) Name of the manufacturer (2) Contents (3) Grade of material (i.e., I.P, Tech, Commercial, AR, LR, etc.) (4) Gross and net weights/volume (5) Batch number (6) Manufacturing Date and Expiry date, if any

11. Dispatch

Unless otherwise agreed, the dispatch of goods will be at the Supplier's expense and risk including transit insurance for the goods. Each shipment must be accompanied by a delivery note in duplicate for us indicating the relevant purchase order number, issuance date of the purchase order, description of the goods and quantity as well as the designated place of delivery. Partial shipment will not be accepted, except if pre-approved by YCS. Transport and insurance: unless otherwise agreed in written between YCS and the supplier, the transport shall be performed by or on account of the supplier and all relevant expenses and risks are at supplier's charge. The insurance covering overall risks during the transport is at supplier's charge.

12. Inspection:

The goods/material received by YCS shall be subject to inspection and approval at the destination/on arrival. This inspection shall in no way relieve the Vendor of its responsibility in respect of defects in the goods/material and or/workmanship and of its unconditional obligation to ensure that the goods/material are fit for the use and purposes intended or for use in tests and for the delivery of the goods/material in accordance with the specification since given or agreed upon with the vendor.

13. Delivery Acceptance:

All delivery acceptances by our staff are made subject to counting and verification. Goods and materials, which are refused, will be held available for the supplier for ten days following their delivery; this notification will be communicated by regular mail. After this period, unless instructed otherwise by the supplier during this period, uncollected goods and materials will be returned to the supplier, at his risk and cost. In case the supplier wanted to get back the packaging materials then the Supplier has to mention this clearly in the invoice. The Supplier will take back the packing material associated with the delivered products at its own cost and without any charge (e.g. transport and sales packing ... etc.), according to the legal provisions or to pick it up from a collection point established by us within maximum 5 working days.

14. Impossibility, Delay, Contract Agreement

Any deficiency in the goods/material supplied by the Vendor shall entitle YCS to summarily reject the goods/material and the vendor shall be liable to remove such rejected material at its own expense within a 10 days from the date of intimation of rejection, Failure to do so, shall result in such rejected goods/material being destroyed/disposed off by YCS and the sale proceeds if any received therefore shall be remitted to the Vendor after taking into account all costs incurred by YCS for disposing the goods/material. In case of all such rejected goods/material, the cost of freight and other incidental expenses incurred by YCS shall be payable by the Vendor to YCS on demand. We reserve the right to reject the invoicing and delivery of any goods or materials, that have not been ordered in due form, that is to say in writing and signed, and in conformance with "Delivery Acceptance".

15. Transfer of Ownership and Transfer of Risk:

Transfer of ownership takes place according to common law regarding sales, despite any ownership reservation clause, which may be proposed to us, unless signed by one of our own authorized representatives. Transfer of risk occurs at the point of delivery as indicated on the order, in the absence of any, it occurs when the goods are collected from the supplier's premises.

16. Arbitration:

All the disputes or differences whatsoever arising between the parties as to the construction, meaning and operation of effect of this contractor the breach thereof shall be settled by the Arbitration and Conciliation Act, 1996 and the award made in pursuance thereof shall be binding on the parties. "The disputes and differences shall be referred to the sole arbitrator appointed by YCS whose decision shall be final and binding on both the parties. The venue of arbitration shall be Hyderabad, Andhra Pradesh.

17. Jurisdiction:

This contract shall be governed by the laws of India and having been accepted and concluded at Hyderabad. The court at Hyderabad alone shall have exclusive territorial jurisdiction