



# TAX INVOICE

Original For Recipient

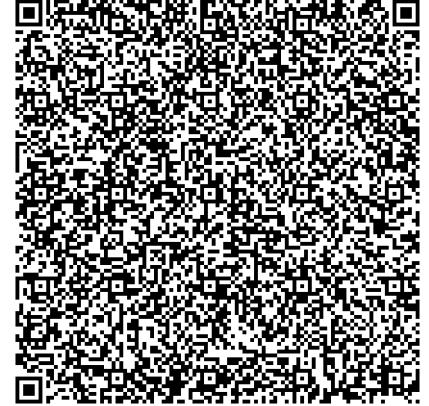
Page 1 of 2

(Section 31 of CGST Act, 2017 & SGST Act, 2017)

## Supplying Location

FMC India Private Limited  
MOUZA SHANKHARIDAH  
JL NO 22,LR DAG NO 661,663  
KHATIAN NO 1380,1784  
P.S.DOMJUR  
711411 HOWRAH  
India

Invoice No: F22419000764  
Invoice Issue Date: 16-09-2024  
Sales Order No: 561634  
Delivery Note No.: 81424704  
Ref No: 90705046  
Customer PO No.: FPOSBP24-00028  
PO Date: 12-09-2024



Place of Supply: 19 Name of State: West Benga Delivery Terms: DAPSAMBALPUR  
GSTN: 19AAACF4579N1ZZ Payment Terms: Payment Due 125 days from EOM  
Pesticides Lic No.: P14822 DT 15.09.2021 Payment Due Date: 02-02-2025  
Fertilizer Lic No.: Gross Weight: 17,154.720  
Net Weight: 15,840.000

## Buyer: Sold To/Billed To (0088220891)

AELITE LOGISTICS AND MARKETING  
PRIVATE LTD.  
JAI JAGGARNNATH ENTERPRISES PRIVATE LTD  
WAREHOUSE,, TULSYAN MOTORS,  
STATE HIGHWAY 10 - UNR,  
SANDHASINGHA  
768200 SAMBALPUR-ODISHA  
India

## Consignee: Ship To (0088220891)

AELITE LOGISTICS AND MARKETING  
PRIVATE LTD.  
JAI JAGGARNNATH ENTERPRISES PRIVATE  
LTD  
WAREHOUSE,, TULSYAN MOTORS,  
STATE HIGHWAY 10 - UNR,  
SANDHASINGHA  
768200 SAMBALPUR-ODISHA  
India

Place of Supply: 21 Name of State: Orissa  
GSTN No: 21AAHCA6191J1ZO  
PAN No: AAHCA6191J  
Place of Supply: 21 Name of State: Orissa  
GSTN No: 21AAHCA6191J1ZO  
PAN No: AAHCA6191J  
Pesticides Lic No.: E-LIC/INSECTI/2023D-10503 DT. 24.01.23 TO 23.01.2028  
Fertilizer Lic No.:

S.No.	Product Code & Description	HSN Code	Quantity	UOM	Unit Rate	Tax Rate	Value Rs.
000080	11000062 FERTERRA_4KG_IN	38089199	8,496.000	KG	161.00		1,367,856.00
			Less:Discount				-260,439.78
			Taxable Value				1,107,416.22
			IGST			18.00 %	199,334.92
			Invoice Amount				1,306,751.14
000081	11000062 FERTERRA_4KG_IN	38089199	3,216.000	KG	161.00		517,776.00
			Less:Discount				-98,584.55
			Taxable Value				419,191.45
			IGST			18.00 %	75,454.46
			Invoice Amount				494,645.91
000082	11000062 FERTERRA_4KG_IN	38089199	840.000	KG	161.00		135,240.00
			Less:Discount				-25,749.70
			Taxable Value				109,490.30
			IGST			18.00 %	19,708.25
			Invoice Amount				129,198.55
000083	11000062 FERTERRA_4KG_IN	38089199	1,704.000	KG	161.00		274,344.00
			Less:Discount				-52,235.10
			Taxable Value				222,108.90
			IGST			18.00 %	39,979.60
			Invoice Amount				262,088.50



# TAX INVOICE

Original For Recipient

(Section 31 of CGST Act, 2017 & SGST Act, 2017)

## TERMS AND CONDITIONS OF SALE

**Prices:** Prices are subject to change without notice and prices prevailing on date of dispatch / delivery shall apply, unless otherwise agreed.

**Insurance:** All prices quoted are exclusive of insurance charges for consignments dispatched on Ex-Warehouse, Ex-Transport Hub & Customer Pick up. The Customer in his own interest, is advised to arrange for insurance to cover transit risk. Insurance will be borne by Company for consignment delivered to the customer "On Delivered Basis".

**Levies & Taxes:** Any additional or differential taxes, levies or duties levied/imposed on the dispatch /delivery, transportation or sale of the Goods, either at the time of dispatch/delivery of the Goods or thereafter, shall be borne by the Customer. If any tax, duty or levy applicable to this transaction has been charged in this Invoice, the same shall recovered from the Customer.

No credit or set – off for GST tax and other statutory levies already collected will be allowed on rejected goods that are received by the Seller before the end of the next quarter and within the same financial year.

Customer shall be liable to pay GST which shall be levied basis the place of supply provisions laid under The Integrated Goods and Services Tax Act, 2017. All the prices shall be exclusive of taxes.

**Payment:** Payment should be made in advance unless otherwise agreed. All payments should be made either by NEFT / RTGS / Demand draft or crossed Payee cheques drawn in favor of FMC India Private Limited (hereinafter referred to as or Payments made by cheque /Draft is subject to realization. Interest @ 18% pa. Will be charged on this invoice from the due date till payment / realization.

The amounts received by Company by way of advance will be inclusive of Goods & Services Tax (receipt of advance, an advance receipt acknowledgement shall be issued by Company.)"

**Dispatch / Delivery:** Incoterms: The Incoterms indicated on the invoice shall apply. It is understood that the INCO terms mentioned in the invoice are purely for commercial arrangements.

Upon taking delivery of the goods, the Customer should verify if goods have been received in good condition and confirm to desired quality, quantity and specifications. If they are found the specifications not conforming, the Customer should advise the Company in writing within 7 days of receipt of Goods along with the details covered in the same invoice. The Company shall not be responsible for damage / leakage and short receipt for any consignment dispatched on Ex-Warehouse, Transport Hub, Customer pick up.

Details of discrepancies and shortage and damage Consignments should be recorded in the carrier delivery book by the consignee to substantiate the claim of claimant against the carrier as and when preferred and should also be intimated to the Company within 7 days. No complaint will be entertained unless notified in writing within 7 days after receipt of Goods. The Goods shall be delivered at such time lots as convenient to the Company.

Delivery will depend on availability of stocks, part delivery shall be permitted and in case of non-availability, the Company shall have the option to cancel the order.

Delay in delivery of the goods shall not render the contract voidable on the part of the Buyer. The Seller will not be liable for damaged or otherwise for delay in delivery, whether time is of essence of the contract or not. The Buyer have no right withhold payment on this account nor shall they reject goods on this ground.

**Quality:** All the supplies of Goods are of a commercial quality and carefully inspected, tested, packed and weighed before dispatching and conform to the standard specifications. The Customer should verify and advise to Company in case the Goods does not conform to the Specifications, should be in writing within 7 days of receipt of Goods along with such certificates and proof of the correspondence transaction. Goods once sold will not be taken back except due to quality issues. Company will not take any responsibility if material is used without checking/ inspecting the Goods by Customer.

The Seller's weight, measures and statement as to quality shall be presumed to be correct and their responsibility for the goods cease as soon as the goods handed over to the Buyer or to the carries as the case may be.

Seller warrants the goods sold hereunder shall met Seller's specifications in respect of such goods, Buyer assumes all risk and liability for results obtained by the use of goods whether used singly or in combination with other products and acknowledges and accepts that Seller offers no warranty as to be merchantability and fitness for any particular purpose of the goods.

**Non-waiver of default:** In the event of any default by Customer, Company may decline to make further dispatch/delivery. If Company elects to continue to make dispatch / delivery, FMC action shall not constitute a waiver of any default by Customer or any way affect Company's legal remedies for any such default.

**Indemnity:** The Customer shall indemnify and keep indemnified, saved and harmless the Company, its Directors, employees, agents and representatives always against all action, claims, costs, charges, expenses, losses and/or damages suffered by the Company by reason of any negligence on the part of Customers/ carrier or its representative/agent in connection with the transportation, storage and sale of the Goods, as the case may be.

Company has the right to recover tax loss along with consequential interest and penalty suffered by it due to any non-compliance of tax laws by the Customer. Any GST liability along with interest arising on Company due to negligence of Customer such as delay in accepting credit note so issued by Company on- 'GST portal etc., would be recovered from the Customer.

Any GST liability arising on the Customer because of loss of GST credits for reasons such delay in payment of consideration beyond stipulated time and the interest thereon will be the Customer liability itself and Company will not be liable to compensate the same.

**Customers/Carriers Responsibility:** It will be responsibility of the Customer / Carrier to comply with all the relevant laws governing the dispatch/delivery, transportation, storage, sale and disposal of Goods under The Insecticides Act,1968, Motor Vehicles Act, 1988 and all other applicable laws read with all relevant rules and regulations and amendments thereto. The Customer, under any circumstance, shall not correspond with Government or any authority on behalf of Company.

The supply is made on the strict understanding that the Customer is fully aware of the poisonous nature of the Goods and the necessity of precaution while transporting, handling, packing, selling and disposing off the Goods will be taken so as not to endanger, harm and /or jeopardize the environment or the health of any person or animal.

If the buyer fails to take delivery of the goods on arrival at destination, the seller shall have the right to treat such failures as breach of contract in addition and without prejudice to the seller's other rights and remedies.

Seller conducts its business in accordance with the FMC code of Conduct. Buyer acknowledges that it is familiar with the content thereof and undertakes to comply therewith in its commercial relationship with seller and its dealings in relation to goods supplied by Seller. In particular, Buyer shall comply with all applicable and relevant anti-bribery laws, Export control regulations and Economic sanctions.

If the Buyer fails to take delivery, then Buyer shall reimburse the Seller all shortage and expenses incurred in respect of the goods delivered but not taken by Buyer.

**Relationship:** The relationship between Company and Customer is that Seller'and Buyer respectively. All Goods purchased by the Customer from FMC shall be on their own account and not as agent of Company. It is expressly agreed and understood that Customer shall in no case represent themselves as agent of Company nor shall they pledge the credit of Company in any manner whatsoever.

Any order placed by the buyer with FMC India Pvt Ltd. ("Seller") at any time shall be subject to the terms and conditions of sales herein contained, Buyer means the person buying the goods or receiving supply of goods (or, where such person acts as agent for another, that person and the principal jointly and severally). This contract shall be between the seller and the buyer's as principal and shall be deemed to be conclusive on acceptance by the Buyer.

In the event of any specific agreement being in place between the parties herein with respect to the goods mentioned herein then in the even of conflict between the terms of this document & the of the specific agreement then the terms of the specific agreement shall prevail.

**Jurisdiction:** All question and disputes arising hereunder shall be governed by the Laws of India and subject to the exclusive jurisdiction of the competent court in the city of Mumbai.

In respect of any complaint of whatsoever nature, that may be lodged in respect of the goods. The Buyers agree to first make the payment in full before any action or settlement is negotiated.

If the buyer fail to pay for the goods in accordance with the terms of the contract, the Seller shall be entitled to sell them by public auction or private arrangement after due notice to the Buyer who shall not be entitled to claim any advantage arising from such action but shall be liable for all losses as may have been caused to the Seller.

Any Notice or other document served on the Buyer by the Seller shall be deemed to be validly served if sent by ordinary prepaid post to the known address of the Buyer.

**Force Majeure:** The dispatch /delivery and sale of the Goods may be totally or partially suspended by the Company during any period in which the Company may be prevented or hindered from manufacturing, supplying or dispatching / delivering the Goods by the normal route or the normal means of dispatch / delivery because of circumstances beyond the reasonable control of the Company including but not limited to fire, storm, flood, cyclone, earthquake, acts of terror, war, riots, strikes, lock outs, governmental action.

**Assignment:** Customer shall not assign this Agreement, any contract of sale, any purchase order, any interest therein or any rights therein or any rights there under without the prior written consent of Company.

**Enforceability:** In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.

The Buyer shall not be entitled to vary, amend, add or alter any of these conditions in any manner whatsoever.

The Seller not accept any return goods unless agreed to in writing.



# TAX INVOICE

Original For Recipient

(Section 31 of CGST Act, 2017 & SGST Act, 2017)

Page 2 of 2

Invoice No: F22419000764

Invoice Issue Date: 16-09-2024

S.No.	Product Code & Description	HSN Code	Quantity	UOM	Unit Rate	Tax Rate	Value Rs.
000090	11000062	38089199	1,584.000	KG	0.00		0.00
	FERTERRA_4KG_IN		CGST			100.00 %	0.00
			IGST			100.00 %	0.00
			SGST			100.00 %	0.00
			UTCGST			100.00 %	0.00
			GST COMP.CESS-OP			100.00 %	0.00
			Invoice Amount				0.00

Whether the GST is payable on REVERSE CHARGE basis - No			Total Net Invoice Amount	2,295,216.00
			Total Discount Amount:	-437,009.13
			Total Taxable Value:	1,858,206.87
Total IGST Amount in words:	Rupee Three Hundred Thirty-four Thousand Four Hundred Seventy-seven And Twenty-three Paise		Total IGST Amount:	334,477.23
Total Invoice Value in words:	Rupee Two Million One Hundred Ninety-two Thousand Six Hundred Eighty-four And Ten Paise		Total Invoice Value:	2,192,684.10

Name of Transporter : PREMIER ROAD CARRIER

LR No.: 5301838/16.09.24

Vehicle No: WB27/1640

GST Waybill No.:

IRN : d423649d7453b9bbdc0bb6d18ccdd2ef2e8291c5655e0ff2092bcf53b9a5bcd1

Acknowledgment Date: 2024-09-16 17:52:00

Acknowledgment Number: 182417167970513

## BATCH DETAILS

Inv S.No.	Product Code	Batch	Mfg.Date	Exp. Date	Packing Description	Gross Weight	Net Weight	No. of Boxes	MRP Per KG/Liter
000080	11000062	0724PS0033	05-07-2024	05-07-2026	1KG = 1KG	9,201.168	8,496.000	354	249.00
000081	11000062	0724PS0037	06-07-2024	06-07-2026	1KG = 1KG	3,482.928	3,216.000	134	249.00
000082	11000062	0724PS0079	16-07-2024	16-07-2026	1KG = 1KG	909.720	840.000	35	249.00
000083	11000062	0724PS0023	04-07-2024	04-07-2026	1KG = 1KG	1,845.432	1,704.000	71	249.00
000090	11000062	0724PS0033	05-07-2024	05-07-2026	1KG = 1KG	1,715.472	1,584.000	66	0.00
TOTAL						17,154.720	15,840.000	660	

## DECLARATION

"We declare that the supplier price shown above is sole consideration & certified that particulars given above are true and correct and the amount indicated represents the price actually charged and that there is no flow of additional consideration directly or indirectly from the recipient."

Zero Value Good is supplied as per Pre-Agreed Scheme under FGO Scheme to demonstrate it's Rationale

Bank Name: JP Morgan Chase Bank  
Bank Address: JP Morgan Tower, 8th Floor, off C.S.T Road,  
Kalina, Santacruz (East), Mumbai-400098  
IFSC Code: CHAS01NBX01  
Account Number: FMC0088220891

For FMC India Private Limited

Authorized Signatory

Registered Address: FMC India Private Limited TCG Financial Centre, 2 Floor, Plot No. C-53, Block – G, Bandra Kurla Complex, Bandra (East), Mumbai – 400098 CIN: U02429MH2000PTC324443, PAN: AAACF4579N, WEBSITE: # www.fmc.in, Tel. No. # 022 - 67045504



# TAX INVOICE

Original For Recipient

(Section 31 of CGST Act, 2017 & SGST Act, 2017)

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Customer shall be liable to pay GST which shall be levied basis the place of supply provisions laid under The Integrated Goods and Services Tax Act, 2017. All the prices shall be exclusive of taxes.

**Payment:** Payment should be made in advance unless otherwise agreed. All payments should be made either by NEFT / RTGS / Demand draft or crossed Payee cheques drawn in favor of FMC India Private Limited (hereinafter referred to as or Payments made by cheque /Draft is subject to realization. Interest @ 18% pa. Will be charged on this invoice from the due date till payment / realization.

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Delivery will depend on availability of stocks, part delivery shall be permitted and in case of non-availability, the Company shall have the option to cancel the order.

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**Indemnity:** The Customer shall indemnify and keep indemnified, saved and harmless the Company, its Directors, employees, agents and representatives always against all action, claims, costs, charges, expenses, losses and/or damages suffered by the Company by reason of any negligence on the part of Customers/ carrier or its representative/agent in connection with the transportation, storage and sale of the Goods, as the case may be.

Company has the right to recover tax loss along with consequential interest and penalty suffered by it due to any non-compliance of tax laws by the Customer. Any GST liability along with interest arising on Company due to negligence of Customer such as delay in accepting credit note so issued by Company on- "GST portal etc., would be recovered from the Customer.

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The supply is made on the strict understanding that the Customer is fully aware of the poisonous nature of the Goods and the necessity of precaution while transporting, handling, packing, selling and disposing off the Goods will be taken so as not to endanger, harm and/or jeopardize the environment or the health of any person or animal.

If the buyer fails to take delivery of the goods on arrival at destination, the seller shall have the right to treat such failures as breach of contract in addition and without prejudice to the seller's other rights and remedies.

Seller conducts its business in accordance with the FMC code of Conduct. Buyer acknowledges that it is familiar with the content thereof and undertakes to comply therewith in its commercial relationship with seller and its dealings in relation to goods supplied by Seller. In particular, Buyer shall comply with all applicable and relevant anti-bribery laws, Export control regulations and Economic sanctions.

If the Buyer fails to take delivery, then Buyer shall reimburse the Seller all shortage and expenses incurred in respect of the goods delivered but not taken by Buyer.

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This contract shall be between the seller and the buyer's as principal and shall be deemed to be conclusive on acceptance by the Buyer.

In the event of any specific agreement being in place between the parties herein with respect to the goods mentioned herein then in the even of conflict between the terms of this document & the of the specific agreement then the terms of the specific agreement shall prevail.

**Jurisdiction:** All question and disputes arising hereunder shall be governed by the Laws of India and subject to the exclusive jurisdiction of the competent court in the city of Mumbai.

In respect of any complaint of whatsoever nature, that may be lodged in respect of the goods. The Buyers agree to first make the payment in full before any action or settlement is negotiated.

If the buyer fail to pay for the goods in accordance with the terms of the contract, the Seller shall be entitled to sell them by public auction or private arrangement after due notice to the Buyer who shall not be entitled to claim any advantage arising from such action but shall be liable for all losses as may have been caused to the Seller.

Any Notice or other document served on the Buyer by the Seller shall be deemed to be validly served if sent by ordinary prepaid post to the known address of the Buyer.

**Force Majeure:** The dispatch /delivery and sale of the Goods may be totally or partially suspended by the Company during any period in which the Company may be prevented or hindered from manufacturing, supplying or dispatching / delivering the Goods by the normal route or the normal means of dispatch / delivery because of circumstances beyond the reasonable control of the Company including but not limited to fire, storm, flood, cyclone, earthquake, acts of terror, war, riots, strikes, lock outs, governmental action.

**Assignment:** Customer shall not assign this Agreement, any contract of sale, any purchase order, any interest therein or any rights therein or any rights there under without the prior written consent of Company.

**Enforceability:** In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.

The Buyer shall not be entitled to vary, amend, add or alter any of these conditions in any manner whatsoever.

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# TAX INVOICE

Duplicate For Transport

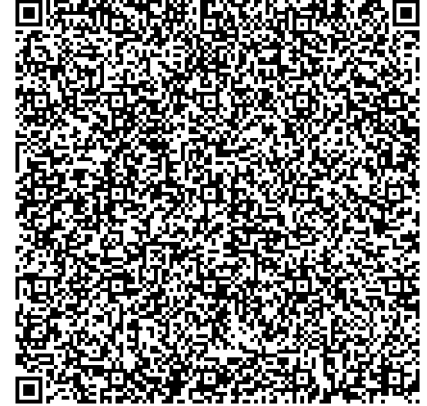
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**Supplying Location**

FMC India Private Limited  
MOUZA SHANKHARIDAH  
JL NO 22,LR DAG NO 661,663  
KHATIAN NO 1380,1784  
P.S.DOMJUR  
711411 HOWRAH  
India

Invoice No: F22419000764  
Invoice Issue Date: 16-09-2024  
Sales Order No: 561634  
Delivery Note No.: 81424704  
Ref No: 90705046  
Customer PO No.: FPOSBP24-00028  
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Place of Supply: 19 Name of State: West Benga Delivery Terms: DAPSAMBALPUR  
GSTN: 19AAACF4579N1ZZ Payment Terms: Payment Due 125 days from EOM  
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PRIVATE LTD.  
JAI JAGGARNNATH ENTERPRISES PRIVATE LTD  
WAREHOUSE,, TULSYAN MOTORS,  
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SANDHASINGHA  
768200 SAMBALPUR-ODISHA  
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Place of Supply: 21 Name of State: Orissa  
GSTN No: 21AAHCA6191J1ZO  
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GSTN No: 21AAHCA6191J1ZO  
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Pesticides Lic No.: E-LIC/INSECTI/2023D-10503 DT. 24.01.23 TO 23.01.2028  
Fertilizer Lic No.:

S.No.	Product Code & Description	HSN Code	Quantity	UOM	Unit Rate	Tax Rate	Value Rs.
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000083	11000062 FERTERRA_4KG_IN	38089199	1,704.000	KG	161.00		274,344.00
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**Insurance:** All prices quoted are exclusive of insurance charges for consignments dispatched on Ex-Warehouse, Ex-Transport Hub & Customer Pick up. The Customer in his own interest, is advised to arrange for insurance to cover transit risk. Insurance will be borne by Company for consignment delivered to the customer "On Delivered Basis".

**Levies & Taxes:** Any additional or differential taxes, levies or duties levied/imposed on the dispatch /delivery, transportation or sale of the Goods, either at the time of dispatch/delivery of the Goods or thereafter, shall be borne by the Customer. If any tax, duty or levy applicable to this transaction has been charged in this invoice, the same shall recovered from the Customer.

No credit or set – off for GST tax and other statutory levies already collected will be allowed on rejected goods that are received by the Seller before the end of the next quarter and within the same financial year.

Customer shall be liable to pay GST which shall be levied basis the place of supply provisions laid under The Integrated Goods and Services Tax Act, 2017. All the prices shall be exclusive of taxes.

**Payment:** Payment should be made in advance unless otherwise agreed. All payments should be made either by NEFT / RTGS / Demand draft or crossed Payee cheques drawn in favor of FMC India Private Limited (hereinafter referred to as or Payments made by cheque /Draft is subject to realization. Interest @ 18% pa. Will be charged on this invoice from the due date till payment / realization.

The amounts received by Company by way of advance will be inclusive of Goods & Services Tax (receipt of advance, an advance receipt acknowledgement shall be issued by Company.)"

**Dispatch / Delivery:** Incoterms: The Incoterms indicated on the invoice shall apply. It is understood that the INCO terms mentioned in the invoice are purely for commercial arrangements.

Upon taking delivery of the goods, the Customer should verify if goods have been received in good condition and confirm to desired quality, quantity and specifications. If they are found the specifications not conforming, the Customer should advise the Company in writing within 7 days of receipt of Goods along with the details covered in the same invoice. The Company shall not be responsible for damage / leakage and short receipt for any consignment dispatched on Ex-Warehouse, Transport Hub, Customer pick up.

Details of discrepancies and shortage and damage Consignments should be recorded in the carrier delivery book by the consignee to substantiate the claim of claimant against the carrier as and when preferred and should also be intimated to the Company within 7 days. No complaint will be entertained unless notified in writing within 7 days after receipt of Goods. The Goods shall be delivered at such time lots as convenient to the Company.

Delivery will depend on availability of stocks, part delivery shall be permitted and in case of non-availability, the Company shall have the option to cancel the order.

Delay in delivery of the goods shall not render the contract voidable on the part of the Buyer. The Seller will not be liable for damaged or otherwise for delay in delivery, whether time is of essence of the contract or not. The Buyer have no right withhold payment on this account nor shall they reject goods on this ground.

**Quality:** All the supplies of Goods are of a commercial quality and carefully inspected, tested, packed and weighed before dispatching and conform to the standard specifications. The Customer should verify and advise to Company in case the Goods does not conform to the Specifications, should be in writing within 7 days of receipt of Goods along with such certificates and proof of the correspondence transaction. Goods once sold will not be taken back except due to quality issues. Company will not take any responsibility if material is used without checking/ inspecting the Goods by Customer.

The Seller's weight, measures and statement as to quality shall be presumed to be correct and their responsibility for the goods cease as soon as the goods handed over to the Buyer or to the carries as the case may be.

Seller warrants the goods sold hereunder shall met Seller's specifications in respect of such goods, Buyer assumes all risk and liability for results obtained by the use of goods whether used singly or in combination with other products and acknowledges and accepts that Seller offers no warranty as to be merchantability and fitness for any particular purpose of the goods.

**Non-waiver of default:** In the event of any default by Customer, Company may decline to make further dispatch/delivery. If Company elects to continue to make dispatch / delivery, FMC action shall not constitute a waiver of any default by Customer or any way affect Company's legal remedies for any such default.

**Indemnity:** The Customer shall indemnify and keep indemnified, saved and harmless the Company, its Directors, employees, agents and representatives always against all action, claims, costs, charges, expenses, losses and/or damages suffered by the Company by reason of any negligence on the part of Customers/ carrier or its representative/agent in connection with the transportation, storage and sale of the Goods, as the case may be.

Company has the right to recover tax loss along with consequential interest and penalty suffered by it due to any non-compliance of tax laws by the Customer. Any GST liability along with interest arising on Company due to negligence of Customer such as delay in accepting credit note so issued by Company on- 'GST portal etc., would be recovered from the Customer.

Any GST liability arising on the Customer because of loss of GST credits for reasons such delay in payment of consideration beyond stipulated time and the interest thereon will be the Customer liability itself and Company will not be liable to compensate the same.

**Customers/Carriers Responsibility:** It will be responsibility of the Customer / Carrier to comply with all the relevant laws governing the dispatch/delivery, transportation, storage, sale and disposal of Goods under The Insecticides Act, 1968, Motor Vehicles Act, 1988 and all other applicable laws read with all relevant rules and regulations and amendments thereto. The Customer, under any circumstance, shall not correspond with Government or any authority on behalf of Company.

The supply is made on the strict understanding that the Customer is fully aware of the poisonous nature of the Goods and the necessity of precaution while transporting, handling, packing, selling and disposing off the Goods will be taken so as not to endanger, harm and /or jeopardize the environment or the health of any person or animal.

If the buyer fails to take delivery of the goods on arrival at destination, the seller shall have the right to treat such failures as breach of contract in addition and without prejudice to the seller's other rights and remedies.

Seller conducts its business in accordance with the FMC code of Conduct. Buyer acknowledges that it is familiar with the content thereof and undertakes to comply therewith in its commercial relationship with seller and its dealings in relation to goods supplied by Seller. In particular, Buyer shall comply with all applicable and relevant anti-bribery laws, Export control regulations and Economic sanctions.

If the Buyer fails to take delivery, then Buyer shall reimburse the Seller all shortage and expenses incurred in respect of the goods delivered but not taken by Buyer.

**Relationship:** The relationship between Company and Customer is that Seller and Buyer respectively. All Goods purchased by the Customer from FMC shall be on their own account and not as agent of Company. It is expressly agreed and understood that Customer shall in no case represent themselves as agent of Company nor shall they pledge the credit of Company in any manner whatsoever.

Any order placed by the buyer with FMC India Pvt Ltd. ("Seller") at any time shall be subject to the terms and conditions of sales herein contained, Buyer means the person buying the goods or receiving supply of goods (or, where such person acts as agent for another, that person and the principal jointly and severally).

This contract shall be between the seller and the buyer's as principal and shall be deemed to be conclusive on acceptance by the Buyer.

In the event of any specific agreement being in place between the parties herein with respect to the goods mentioned herein then in the even of conflict between the terms of this document & the of the specific agreement then the terms of the specific agreement shall prevail.

**Jurisdiction:** All question and disputes arising hereunder shall be governed by the Laws of India and subject to the exclusive jurisdiction of the competent court in the city of Mumbai.

In respect of any complaint of whatsoever nature, that may be lodged in respect of the goods. The Buyers agree to first make the payment in full before any action or settlement is negotiated.

If the buyer fail to pay for the goods in accordance with the terms of the contract, the Seller shall be entitled to sell them by public auction or private arrangement after due notice to the Buyer who shall not be entitled to claim any advantage arising from such action but shall be liable for all losses as may have been caused to the Seller.

Any Notice or other document served on the Buyer by the Seller shall be deemed to be validly served if sent by ordinary prepaid post to the known address of the Buyer.

**Force Majeure:** The dispatch /delivery and sale of the Goods may be totally or partially suspended by the Company during any period in which the Company may be prevented or hindered from manufacturing, supplying or dispatching / delivering the Goods by the normal route or the normal means of dispatch / delivery because of circumstances beyond the reasonable control of the Company including but not limited to fire, storm, flood, cyclone, earthquake, acts of terror, war, riots, strikes, lock outs, governmental action.

**Assignment:** Customer shall not assign this Agreement, any contract of sale, any purchase order, any interest therein or any rights therein or any rights there under without the prior written consent of Company.

**Enforceability:** In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.

The Buyer shall not be entitled to vary, amend, add or alter any of these conditions in any manner whatsoever.

The Seller not accept any return goods unless agreed to in writing.



# TAX INVOICE

Duplicate For Transport

Page 2 of 2

(Section 31 of CGST Act, 2017 &amp; SGST Act, 2017)

Invoice No: F22419000764

Invoice Issue Date: 16-09-2024

S.No.	Product Code & Description	HSN Code	Quantity	UOM	Unit Rate	Tax Rate	Value Rs.
000090	11000062	38089199	1,584.000	KG	0.00		0.00
	FERTERRA_4KG_IN		CGST			100.00 %	0.00
			IGST			100.00 %	0.00
			SGST			100.00 %	0.00
			UTCGST			100.00 %	0.00
			GST COMP.CESS-OP			100.00 %	0.00
			Invoice Amount				0.00

Whether the GST is payable on REVERSE CHARGE basis - No			Total Net Invoice Amount	2,295,216.00
			Total Discount Amount:	-437,009.13
			Total Taxable Value:	1,858,206.87
Total IGST Amount in words:	Rupee Three Hundred Thirty-four Thousand Four Hundred Seventy-seven And Twenty-three Paise		Total IGST Amount:	334,477.23
Total Invoice Value in words:	Rupee Two Million One Hundred Ninety-two Thousand Six Hundred Eighty-four And Ten Paise		Total Invoice Value:	2,192,684.10

Name of Transporter : PREMIER ROAD CARRIER

LR No.: 5301838/16.09.24

Vehicle No: WB27/1640

GST Waybill No.:

IRN : d423649d7453b9bbdc0bb6d18ccdd2ef2e8291c5655e0ff2092bcf53b9a5bcd1

Acknowledgment Date: 2024-09-16 17:52:00

Acknowledgment Number: 182417167970513

## BATCH DETAILS

Inv S.No.	Product Code	Batch	Mfg.Date	Exp. Date	Packing Description	Gross Weight	Net Weight	No. of Boxes	MRP Per KG/Liter
000080	11000062	0724PS0033	05-07-2024	05-07-2026	1KG = 1KG	9,201.168	8,496.000	354	249.00
000081	11000062	0724PS0037	06-07-2024	06-07-2026	1KG = 1KG	3,482.928	3,216.000	134	249.00
000082	11000062	0724PS0079	16-07-2024	16-07-2026	1KG = 1KG	909.720	840.000	35	249.00
000083	11000062	0724PS0023	04-07-2024	04-07-2026	1KG = 1KG	1,845.432	1,704.000	71	249.00
000090	11000062	0724PS0033	05-07-2024	05-07-2026	1KG = 1KG	1,715.472	1,584.000	66	0.00
TOTAL						17,154.720	15,840.000	660	

## DECLARATION

"We declare that the supplier price shown above is sole consideration & certified that particulars given above are true and correct and the amount indicated represents the price actually charged and that there is no flow of additional consideration directly or indirectly from the recipient."

Zero Value Good is supplied as per Pre-Agreed Scheme under FGO Scheme to demonstrate it's Rationale

Bank Name: JP Morgan Chase Bank  
Bank Address: JP Morgan Tower, 8th Floor, off C.S.T Road,  
Kalina, Santacruz (East), Mumbai-400098  
IFSC Code: CHAS01NBX01  
Account Number: FMC0088220891

For FMC India Private Limited

Authorized Signatory

Registered Address: FMC India Private Limited TCG Financial Centre, 2 Floor, Plot No. C-53, Block – G, Bandra Kurla Complex, Bandra (East), Mumbai – 400098 CIN: U02429MH2000PTC324443, PAN: AAACF4579N, WEBSITE: # www.fmc.in, Tel. No. # 022 - 67045504



# TAX INVOICE

Duplicate For Transport

(Section 31 of CGST Act, 2017 & SGST Act, 2017)

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**Indemnity:** The Customer shall indemnify and keep indemnified, saved and harmless the Company, its Directors, employees, agents and representatives always against all action, claims, costs, charges, expenses, losses and/or damages suffered by the Company by reason of any negligence on the part of Customers/ carrier or its representative/agent in connection with the transportation, storage and sale of the Goods, as the case may be.

Company has the right to recover tax loss along with consequential interest and penalty suffered by it due to any non-compliance of tax laws by the Customer. Any GST liability along with interest arising on Company due to negligence of Customer such as delay in accepting credit note so issued by Company on- 'GST portal etc., would be recovered from the Customer.

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The supply is made on the strict understanding that the Customer is fully aware of the poisonous nature of the Goods and the necessity of precaution while transporting, handling, packing, selling and disposing off the Goods will be taken so as not to endanger, harm and/or jeopardize the environment or the health of any person or animal.

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Seller conducts its business in accordance with the FMC code of Conduct. Buyer acknowledges that it is familiar with the content thereof and undertakes to comply therewith in its commercial relationship with seller and its dealings in relation to goods supplied by Seller. In particular, Buyer shall comply with all applicable and relevant anti-bribery laws, Export control regulations and Economic sanctions.

If the Buyer fails to take delivery, then Buyer shall reimburse the Seller all shortage and expenses incurred in respect of the goods delivered but not taken by Buyer.

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Any order placed by the buyer with FMC India Pvt Ltd. ("Seller") at any time shall be subject to the terms and conditions of sales herein contained, Buyer means the person buying the goods or receiving supply of goods (or, where such person acts as agent for another, that person and the principal jointly and severally).

This contract shall be between the seller and the buyer's as principal and shall be deemed to be conclusive on acceptance by the Buyer.

In the event of any specific agreement being in place between the parties herein with respect to the goods mentioned herein then in the even of conflict between the terms of this document & the of the specific agreement then the terms of the specific agreement shall prevail.

**Jurisdiction:** All question and disputes arising hereunder shall be governed by the Laws of India and subject to the exclusive jurisdiction of the competent court in the city of Mumbai.

In respect of any complaint of whatsoever nature, that may be lodged in respect of the goods. The Buyers agree to first make the payment in full before any action or settlement is negotiated.

If the buyer fail to pay for the goods in accordance with the terms of the contract, the Seller shall be entitled to sell them by public auction or private arrangement after due notice to the Buyer who shall not be entitled to claim any advantage arising from such action but shall be liable for all losses as may have been caused to the Seller.

Any Notice or other document served on the Buyer by the Seller shall be deemed to be validly served if sent by ordinary prepaid post to the known address of the Buyer.

**Force Majeure:** The dispatch /delivery and sale of the Goods may be totally or partially suspended by the Company during any period in which the Company may be prevented or hindered from manufacturing, supplying or dispatching / delivering the Goods by the normal route or the normal means of dispatch / delivery because of circumstances beyond the reasonable control of the Company including but not limited to fire, storm, flood, cyclone, earthquake, acts of terror, war, riots, strikes, lock outs, governmental action.

**Assignment:** Customer shall not assign this Agreement, any contract of sale, any purchase order, any interest therein or any rights therein or any rights there under without the prior written consent of Company.

**Enforceability:** In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.

The Buyer shall not be entitled to vary, amend, add or alter any of these conditions in any manner whatsoever.

The Seller not accept any return goods unless agreed to in writing.





# TAX INVOICE

Triplicate For Supplier

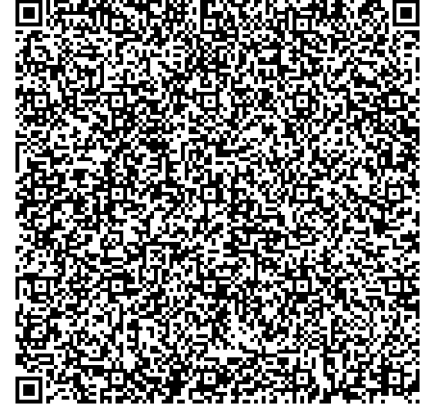
Page 1 of 2

(Section 31 of CGST Act, 2017 &amp; SGST Act, 2017)

**Supplying Location**

FMC India Private Limited  
MOUZA SHANKHARIDAH  
JL NO 22,LR DAG NO 661,663  
KHATIAN NO 1380,1784  
P.S.DOMJUR  
711411 HOWRAH  
India

Invoice No: F22419000764  
Invoice Issue Date: 16-09-2024  
Sales Order No: 561634  
Delivery Note No.: 81424704  
Ref No: 90705046  
Customer PO No.: FPOSBP24-00028  
PO Date: 12-09-2024



Place of Supply: 19 Name of State: West Benga Delivery Terms: DAPSAMBALPUR  
GSTN: 19AAACF4579N1ZZ Payment Terms: Payment Due 125 days from EOM  
Pesticides Lic No.: P14822 DT 15.09.2021 Payment Due Date: 02-02-2025  
Fertilizer Lic No.: Gross Weight: 17,154.720  
Net Weight: 15,840.000

**Buyer: Sold To/Billed To (0088220891)**

AELITE LOGISTICS AND MARKETING  
PRIVATE LTD.  
JAI JAGGARNNATH ENTERPRISES PRIVATE LTD  
WAREHOUSE,, TULSYAN MOTORS,  
STATE HIGHWAY 10 - UNR,  
SANDHASINGHA  
768200 SAMBALPUR-ODISHA  
India

**Consignee: Ship To (0088220891)**

AELITE LOGISTICS AND MARKETING  
PRIVATE LTD.  
JAI JAGGARNNATH ENTERPRISES PRIVATE  
LTD  
WAREHOUSE,, TULSYAN MOTORS,  
STATE HIGHWAY 10 - UNR,  
SANDHASINGHA  
768200 SAMBALPUR-ODISHA  
India

Place of Supply: 21 Name of State: Orissa  
GSTN No: 21AAHCA6191J1ZO  
PAN No: AAHCA6191J

Place of Supply: 21 Name of State: Orissa  
GSTN No: 21AAHCA6191J1ZO  
PAN No: AAHCA6191J  
Pesticides Lic No.: E-LIC/INSECTI/2023D-10503 DT. 24.01.23 TO 23.01.2028  
Fertilizer Lic No.:

S.No.	Product Code & Description	HSN Code	Quantity	UOM	Unit Rate	Tax Rate	Value Rs.
000080	11000062 FERTERRA_4KG_IN	38089199	8,496.000	KG	161.00		1,367,856.00
			Less:Discount				-260,439.78
			Taxable Value				1,107,416.22
			IGST			18.00 %	199,334.92
			Invoice Amount				1,306,751.14
000081	11000062 FERTERRA_4KG_IN	38089199	3,216.000	KG	161.00		517,776.00
			Less:Discount				-98,584.55
			Taxable Value				419,191.45
			IGST			18.00 %	75,454.46
			Invoice Amount				494,645.91
000082	11000062 FERTERRA_4KG_IN	38089199	840.000	KG	161.00		135,240.00
			Less:Discount				-25,749.70
			Taxable Value				109,490.30
			IGST			18.00 %	19,708.25
			Invoice Amount				129,198.55
000083	11000062 FERTERRA_4KG_IN	38089199	1,704.000	KG	161.00		274,344.00
			Less:Discount				-52,235.10
			Taxable Value				222,108.90
			IGST			18.00 %	39,979.60
			Invoice Amount				262,088.50



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Company has the right to recover tax loss along with consequential interest and penalty suffered by it due to any non-compliance of tax laws by the Customer. Any GST liability along with interest arising on Company due to negligence of Customer such as delay in accepting credit note so issued by Company on- 'GST portal etc., would be recovered from the Customer.

Any GST liability arising on the Customer because of loss of GST credits for reasons such delay in payment of consideration beyond stipulated time and the interest thereon will be the Customer liability itself and Company will not be liable to compensate the same.

**Customers/Carriers Responsibility:** It will be responsibility of the Customer / Carrier to comply with all the relevant laws governing the dispatch/delivery, transportation, storage, sale and disposal of Goods under The Insecticides Act, 1968, Motor Vehicles Act, 1988 and all other applicable laws read with all relevant rules and regulations and amendments thereto. The Customer, under any circumstance, shall not correspond with Government or any authority on behalf of Company.

The supply is made on the strict understanding that the Customer is fully aware of the poisonous nature of the Goods and the necessity of precaution while transporting, handling, packing, selling and disposing off the Goods will be taken so as not to endanger, harm and /or jeopardize the environment or the health of any person or animal.

If the buyer fails to take delivery of the goods on arrival at destination, the seller shall have the right to treat such failures as breach of contract in addition and without prejudice to the seller's other rights and remedies.

Seller conducts its business in accordance with the FMC code of Conduct. Buyer acknowledges that it is familiar with the content thereof and undertakes to comply therewith in its commercial relationship with seller and its dealings in relation to goods supplied by Seller. In particular, Buyer shall comply with all applicable and relevant anti-bribery laws, Export control regulations and Economic sanctions.

If the Buyer fails to take delivery, then Buyer shall reimburse the Seller all shortage and expenses incurred in respect of the goods delivered but not taken by Buyer.

**Relationship:** The relationship between Company and Customer is that Seller and Buyer respectively. All Goods purchased by the Customer from FMC shall be on their own account and not as agent of Company. It is expressly agreed and understood that Customer shall in no case represent themselves as agent of Company nor shall they pledge the credit of Company in any manner whatsoever.

Any order placed by the buyer with FMC India Pvt Ltd. ("Seller") at any time shall be subject to the terms and conditions of sales herein contained, Buyer means the person buying the goods or receiving supply of goods (or, where such person acts as agent for another, that person and the principal jointly and severally).

This contract shall be between the seller and the buyer's as principal and shall be deemed to be conclusive on acceptance by the Buyer.

In the event of any specific agreement being in place between the parties herein with respect to the goods mentioned herein then in the even of conflict between the terms of this document & the of the specific agreement then the terms of the specific agreement shall prevail.

**Jurisdiction:** All question and disputes arising hereunder shall be governed by the Laws of India and subject to the exclusive jurisdiction of the competent court in the city of Mumbai.

In respect of any complaint of whatsoever nature, that may be lodged in respect of the goods. The Buyers agree to first make the payment in full before any action or settlement is negotiated.

If the buyer fail to pay for the goods in accordance with the terms of the contract, the Seller shall be entitled to sell them by public auction or private arrangement after due notice to the Buyer who shall not be entitled to claim any advantage arising from such action but shall be liable for all losses as may have been caused to the Seller.

Any Notice or other document served on the Buyer by the Seller shall be deemed to be validly served if sent by ordinary prepaid post to the known address of the Buyer.

**Force Majeure:** The dispatch /delivery and sale of the Goods may be totally or partially suspended by the Company during any period in which the Company may be prevented or hindered from manufacturing, supplying or dispatching / delivering the Goods by the normal route or the normal means of dispatch / delivery because of circumstances beyond the reasonable control of the Company including but not limited to fire, storm, flood, cyclone, earthquake, acts of terror, war, riots, strikes, lock outs, governmental action.

**Assignment:** Customer shall not assign this Agreement, any contract of sale, any purchase order, any interest therein or any rights therein or any rights there under without the prior written consent of Company.

**Enforceability:** In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.

The Buyer shall not be entitled to vary, amend, add or alter any of these conditions in any manner whatsoever.

The Seller not accept any return goods unless agreed to in writing.



# TAX INVOICE

Triplicate For Supplier

Page 2 of 2

(Section 31 of CGST Act, 2017 & SGST Act, 2017)

Invoice No: F22419000764

Invoice Issue Date: 16-09-2024

S.No.	Product Code & Description	HSN Code	Quantity	UOM	Unit Rate	Tax Rate	Value Rs.
000090	11000062	38089199	1,584.000	KG	0.00		0.00
	FERTERRA_4KG_IN		CGST			100.00 %	0.00
			IGST			100.00 %	0.00
			SGST			100.00 %	0.00
			UTCGST			100.00 %	0.00
			GST COMP.CESS-OP			100.00 %	0.00
			Invoice Amount				0.00

Whether the GST is payable on REVERSE CHARGE basis - No			Total Net Invoice Amount	2,295,216.00
			Total Discount Amount:	-437,009.13
			Total Taxable Value:	1,858,206.87
Total IGST Amount in words:	Rupee Three Hundred Thirty-four Thousand Four Hundred Seventy-seven And Twenty-three Paise		Total IGST Amount:	334,477.23
Total Invoice Value in words:	Rupee Two Million One Hundred Ninety-two Thousand Six Hundred Eighty-four And Ten Paise		Total Invoice Value:	2,192,684.10

Name of Transporter : PREMIER ROAD CARRIER

LR No.: 5301838/16.09.24

Vehicle No: WB27/1640

GST Waybill No.:

IRN : d423649d7453b9bbdc0bb6d18ccdd2ef2e8291c5655e0ff2092bcf53b9a5bcd1

Acknowledgment Date: 2024-09-16 17:52:00

Acknowledgment Number: 182417167970513

## BATCH DETAILS

Inv S.No.	Product Code	Batch	Mfg.Date	Exp. Date	Packing Description	Gross Weight	Net Weight	No. of Boxes	MRP Per KG/Liter
000080	11000062	0724PS0033	05-07-2024	05-07-2026	1KG = 1KG	9,201.168	8,496.000	354	249.00
000081	11000062	0724PS0037	06-07-2024	06-07-2026	1KG = 1KG	3,482.928	3,216.000	134	249.00
000082	11000062	0724PS0079	16-07-2024	16-07-2026	1KG = 1KG	909.720	840.000	35	249.00
000083	11000062	0724PS0023	04-07-2024	04-07-2026	1KG = 1KG	1,845.432	1,704.000	71	249.00
000090	11000062	0724PS0033	05-07-2024	05-07-2026	1KG = 1KG	1,715.472	1,584.000	66	0.00
TOTAL						17,154.720	15,840.000	660	

## DECLARATION

"We declare that the supplier price shown above is sole consideration & certified that particulars given above are true and correct and the amount indicated represents the price actually charged and that there is no flow of additional consideration directly or indirectly from the recipient."

Zero Value Good is supplied as per Pre-Agreed Scheme under FGO Scheme to demonstrate it's Rationale

Bank Name: JP Morgan Chase Bank  
Bank Address: JP Morgan Tower, 8th Floor, off C.S.T Road,  
Kalina, Santacruz (East), Mumbai-400098  
IFSC Code: CHAS01NBX01  
Account Number: FMC0088220891

For FMC India Private Limited

Authorized Signatory

Registered Address: FMC India Private Limited TCG Financial Centre, 2 Floor, Plot No. C-53, Block – G, Bandra Kurla Complex, Bandra (East), Mumbai – 400098 CIN: U02429MH2000PTC324443, PAN: AAACF4579N, WEBSITE: # www.fmc.in, Tel. No. # 022 - 67045504



# TAX INVOICE

Triplicate For Supplier

(Section 31 of CGST Act, 2017 & SGST Act, 2017)

## TERMS AND CONDITIONS OF SALE

**Prices:** Prices are subject to change without notice and prices prevailing on date of dispatch / delivery shall apply, unless otherwise agreed.

**Insurance:** All prices quoted are exclusive of insurance charges for consignments dispatched on Ex-Warehouse, Ex-Transport Hub & Customer Pick up. The Customer in his own interest, is advised to arrange for insurance to cover transit risk. Insurance will be borne by Company for consignment delivered to the customer "On Delivered Basis".

**Levies & Taxes:** Any additional or differential taxes, levies or duties levied/imposed on the dispatch/delivery, transportation or sale of the Goods, either at the time of dispatch/delivery of the Goods or thereafter, shall be borne by the Customer. If any tax, duty or levy applicable to this transaction has been charged in this invoice, the same shall be recovered from the Customer.

No credit or set – off for GST tax and other statutory levies already collected will be allowed on rejected goods that are received by the Seller before the end of the next quarter and within the same financial year.

Customer shall be liable to pay GST which shall be levied basis the place of supply provisions laid under The Integrated Goods and Services Tax Act, 2017. All the prices shall be exclusive of taxes.

**Payment:** Payment should be made in advance unless otherwise agreed. All payments should be made either by NEFT / RTGS / Demand draft or crossed Payee cheques drawn in favor of FMC India Private Limited (hereinafter referred to as or Payments made by cheque /Draft is subject to realization. Interest @ 18% pa. Will be charged on this invoice from the due date till payment / realization.

The amounts received by Company by way of advance will be inclusive of Goods & Services Tax (receipt of advance, an advance receipt acknowledgement shall be issued by Company.)"

**Dispatch / Delivery:** Incoterms: The Incoterms indicated on the invoice shall apply. It is understood that the INCO terms mentioned in the invoice are purely for commercial arrangements.

Upon taking delivery of the goods, the Customer should verify if goods have been received in good condition and confirm to desired quality, quantity and specifications. If they are found the specifications not conforming, the Customer should advise the Company in writing within 7 days of receipt of Goods along with the details covered in the same invoice. The Company shall not be responsible for damage / leakage and short receipt for any consignment dispatched on Ex-Warehouse, Transport Hub, Customer pick up.

Details of discrepancies and shortage and damage Consignments should be recorded in the carrier delivery book by the consignee to substantiate the claim of claimant against the carrier as and when preferred and should also be intimated to the Company within 7 days. No complaint will be entertained unless notified in writing within 7 days after receipt of Goods. The Goods shall be delivered at such time lots as convenient to the Company.

Delivery will depend on availability of stocks, part delivery shall be permitted and in case of non-availability, the Company shall have the option to cancel the order.

Delay in delivery of the goods shall not render the contract voidable on the part of the Buyer. The Seller will not be liable for damaged or otherwise for delay in delivery, whether time is of essence of the contract or not. The Buyer have no right withhold payment on this account nor shall they reject goods on this ground.

**Quality:** All the supplies of Goods are of a commercial quality and carefully inspected, tested, packed and weighed before dispatching and conform to the standard specifications. The Customer should verify and advise to Company in case the Goods does not conform to the Specifications, should be in writing within 7 days of receipt of Goods along with such certificates and proof of the correspondence transaction. Goods once sold will not be taken back except due to quality issues. Company will not take any responsibility if material is used without checking/ inspecting the Goods by Customer.

The Seller's weight, measures and statement as to quality shall be presumed to be correct and their responsibility for the goods cease as soon as the goods handed over to the Buyer or to the carries as the case may be.

Seller warrants the goods sold hereunder shall met Seller's specifications in respect of such goods, Buyer assumes all risk and liability for results obtained by the use of goods whether used singly or in combination with other products and acknowledges and accepts that Seller offers no warranty as to be merchantability and fitness for any particular purpose of the goods.

**Non-waiver of default:** In the event of any default by Customer, Company may decline to make further dispatch/delivery. If Company elects to continue to make dispatch / delivery, FMC action shall not constitute a waiver of any default by Customer or any way affect Company's legal remedies for any such default.

**Indemnity:** The Customer shall indemnify and keep indemnified, saved and harmless the Company, its Directors, employees, agents and representatives always against all action, claims, costs, charges, expenses, losses and/or damages suffered by the Company by reason of any negligence on the part of Customers/ carrier or its representative/agent in connection with the transportation, storage and sale of the Goods, as the case may be.

Company has the right to recover tax loss along with consequential interest and penalty suffered by it due to any non-compliance of tax laws by the Customer. Any GST liability along with interest arising on Company due to negligence of Customer such as delay in accepting credit note so issued by Company on- 'GST portal etc., would be recovered from the Customer.

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This contract shall be between the seller and the buyer's as principal and shall be deemed to be conclusive on acceptance by the Buyer.

In the event of any specific agreement being in place between the parties herein with respect to the goods mentioned herein then in the even of conflict between the terms of this document & the of the specific agreement then the terms of the specific agreement shall prevail.

**Jurisdiction:** All question and disputes arising hereunder shall be governed by the Laws of India and subject to the exclusive jurisdiction of the competent court in the city of Mumbai.

In respect of any complaint of whatsoever nature, that may be lodged in respect of the goods. The Buyers agree to first make the payment in full before any action or settlement is negotiated.

If the buyer fail to pay for the goods in accordance with the terms of the contract, the Seller shall be entitled to sell them by public auction or private arrangement after due notice to the Buyer who shall not be entitled to claim any advantage arising from such action but shall be liable for all losses as may have been caused to the Seller.

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**Enforceability:** In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to any judicial decree or decision, such provision shall be deemed to apply only to the maximum extent permitted by law, and the remainder of these Terms and Conditions shall remain valid and enforceable according to its terms.

The Buyer shall not be entitled to vary, amend, add or alter any of these conditions in any manner whatsoever.

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