

SALES CONTRACT

**Document Title:** Sales Contract  
**Effective Date:** August 20, 2025  
**Seller:** Apex Industrial Supplies Pvt. Ltd.  
**Buyer:** Blue Ridge Engineering Ltd.

1. Overview

This Sales Contract (“Agreement”) is entered into on August 20, 2025, between Apex Industrial Supplies Pvt. Ltd., having its principal place of business at 45 Industrial Estate, Chennai, Tamil Nadu, India (“Seller”), and Blue Ridge Engineering Ltd., located at 18 Sector Road, Gurugram, Haryana, India (“Buyer”).

2. Product Details

Item No.	Product Description	Quantity	Unit Price (INR)	Total Price (INR)
1	Hydraulic Pump Model X21	10	55,000	550,000
2	Valve Assembly V-300	25	8,000	200,000
3	Pressure Gauge PG-10	50	1,200	60,000

**Grand Total:** ₹810,000

3. Delivery Terms

- Delivery Date:** All products to be delivered by September 15, 2025.
- Delivery Location:** Blue Ridge Engineering Ltd., 18 Sector Road, Gurugram, Haryana, India.
- Shipping Terms:** Delivered Duty Paid (DDP).

4. Payment Terms

- Advance:** 30% of the Grand Total upon signing this Agreement.
- Balance:** 70% payable within 15 days of delivery and acceptance.
- Payment Method:** Bank transfer to Seller’s designated account.

## 5. Inspection and Acceptance

- Buyer shall inspect products within 5 business days of delivery.
  - If products conform to specifications, Buyer shall issue a written acceptance.
  - If defects are found, Buyer must notify Seller in writing within the inspection period. Seller will, at its own cost, repair or replace defective products within 10 business days.
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## 6. Warranties

- Seller warrants that all products are new, free from defects, and conform to the specifications in Section 2 for a period of 12 months from the date of delivery.
  - Warranty does not cover normal wear and tear or damage due to misuse.
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## 7. Limitation of Liability

- Seller's liability for any claim arising out of this Agreement shall not exceed the total contract value.
  - Neither party shall be liable for indirect or consequential damages.
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## 8. Force Majeure

Neither party shall be liable for delays or non-performance due to causes beyond reasonable control, including natural disasters, strikes, or government actions.

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## 9. Confidentiality

Both parties agree to keep the terms of this Agreement and all related business information confidential, except as required by law.

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## 10. Governing Law and Dispute Resolution

- This Agreement is governed by the laws of India.
  - Any dispute shall be resolved by arbitration in New Delhi under the Arbitration and Conciliation Act, 1996.
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## 11. Notices

All notices under this Agreement shall be sent to the addresses stated above, by registered mail or email.

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## 12. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, written or oral, relating to this transaction.

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## 13. Signatures

IN WITNESS WHEREOF, the parties have executed this Sales Contract as of the Effective Date.

### **For Apex Industrial Supplies Pvt. Ltd.:**

Name:

Title:

Signature:

Date:

### **For Blue Ridge Engineering Ltd.:**

Name:

Title:

Signature:

Date:

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## **Annexure A: Product Specifications**

(Detailed technical specifications for each product, attached separately.)