

FANUC India Private Limited

Pune Service Center
 G-4/2, Chakan MIDC Phase III, Nighoje, Pune-410501
 GSTIN: 27AAACF2773N1ZA
 PAN No: AAACF2773N
 CIN No: U29221KA1991PTC015413
 State Code: 27
 Tel: 02135-618600/54 Fax: 02135-618610
 e-Mail: servicewz@fanucindia.com

To RUCHA ENGINEERS PVT LTD-Unit-IV
 C-5/9, Part-B, Shendra Five Star MIDC
 AURANGABAD, Aurangabad

Maharashtra
 India
 431201
 Tel No: 7722066349
 Fax No:
 GSTIN:
 PAN No: AABCR0931M
 Place of Supply: 27 - Maharashtra
 Attn Mr. Vishal Joshi
 Enq
 Department finance

Ref Number **QT0335846-00**

Date 10-Jul-2018

Dear Sir/Madam, We thank you for your enquiry and take pleasure in submitting our best offer as per following details.

Payment Terms : 100% against Proforma Invoice

No.	Cost Element	Description	HSN/SAC Code	Unit Price (INR)	Qty	Amount	CGST		SGST		Total Amount (INR)
							(%)	Amount	(%)	Amount	
1	A860-0374-V303	BETA PULSE CODER-ABSOLUTE	8543	25,459.00	1	25,459.00	9	2,291.31	9	2,291.31	30,041.62
Total					1	25,459.00		2,291.31		2,291.31	30,041.62
Amount in words : INR THIRTY THOUSAND FORTY-TWO AND PAISE ZERO ONLY						Paise Adjustment		:	0.38		
						Total Amount (INR)		:	30,042.00		

-Quoted Price is in INR. Part Prices quoted is not inclusive of Freight and Insurance. Labour charges quoted is the per day charge and the exact number of days quoted is only the estimated time to repair. Travel cost includes to and fro fare.

- Exchange price is applicable only for marked items subject to return of Faulty parts to FANUC India Private Limited. However FANUC India Private Limited reserves the right to deny exchange of certain parts based on the physical condition of the part.

- SGST and CGST/IGST would be at actual based on the tax rate applicable.

- Warranty is not applicable for spare parts used in Service.

- FANUC India Private Limited reserves the right to alter or modify any part of the quotation or pricing structure without prior notice.

- Immediate availability of the above mentioned part cannot be guaranteed indefinitely.

- Any legal dispute is to be handled under the exclusive jurisdiction of Courts in Bangalore only.

FANUC Policy prohibits these products from being used for the development, production, use or stockpiling of weapons of mass destruction (nuclear weapons, biological weapons, chemical weapons or missiles). Further, re-export to another country may be subject to the license of the country from where the product is re-exported.

For FANUC India Private Limited

Manager, Service

General Terms & Conditions

The term used hereafter termed "Seller" or "we" or "our" or "us" stands for FANUC India Private Limited (FIL).

The term "Buyer" is referred to the company/firm/any association/individual/group of individuals or any such who issues Purchase Order on FIL or accepts these terms and conditions explicitly or implied manner.

1. VALIDITY OF QUOTATION

This quotation will be valid only for 30 days from its date, unless it is specified otherwise or modified, amended or revalidated in writing by us. Any change to this quotation is at our sole discretion. In case of no revalidation being made to this quotation, it automatically expires on closure of 30th day from date of the quotation.

2. ACCEPTANCE

The Buyer may either send exclusive acceptance for this quotation and its terms and conditions. Buyer issuing a Purchase Order to us also implies their acceptance to this quotation and its terms and conditions, and the buyer will be bound by all terms and conditions. Each quotation accepted shall constitute an individual legally binding contract between Buyer and Seller. Such contract is hereinafter referred to in these terms and conditions as "an order".

Our, this terms and conditions of sale supersede all other terms and conditions of the Buyer. No specific terms and conditions of the Buyer will be valid unless accepted in writing by our authorized signatory.

Buyer agrees that purchase orders placed on us will be considered non-cancellable and all products / services delivered under these purchase orders will be considered non-returnable. We will not be bound by any condition attaching to the Buyer's order including any purchase order or acceptance of a quotation unless such condition is expressly accepted by us in writing.

Changes or cancellations to orders requested by the Buyer will not be effective unless accepted in writing by the Seller. The Buyer is liable for any costs, expenses, and liabilities incurred by the Seller in connection with any change to an order.

3. SPECIFICATION

Any goods that the buyer intends to purchase from the seller must be in accordance with the quotation given and any further specification or description agreed or expressly list or set out on the face of the quotation / proposal.

4. INCO-TERMS

Our standard incoterms is "Ex-Works" FANUC India Private Limited, No.41, Electronic City, Hosur Road, Bangalore 560100 unless otherwise it is specified in quotation. It will be the buyer's responsibility to take delivery from our site, arrange for transportation, insurance etc.

5. DELIVERY TERMS

Our standard delivery term is 20 to 24 weeks from date of receipt of Purchase Order from the buyer or as communicated in writing separately and after buyer effecting the agreed payment terms.

6. PRICE

The price quoted by Seller,

- (a) Does not include SGST and CGST / IGST levied by Central Government and State Government is the responsibility of the Buyer and will have to pay in addition to the prices quoted by Seller.
- (b) Is valid only for the particular quotation and will not apply in any other instances.
- (c) Does not include cost of delivery / transportation / insurance etc.,

Notwithstanding Clause (a) above, the Seller,

- (a) Is entitled to vary the quoted price for the goods and services at any time prior to delivery if the cost to the Seller in performing the contract is increased by reason of delivery of the goods and services outside normal working hours at the request of the Buyer or to an address other than that originally specified by the Buyer.
- (b) Is entitled to vary the quoted price for imported goods at any time prior to delivery if the currency used to quote has subjected for a wide fluctuation.
- (c) Reserves the right to charge prices which apply to goods and services at the time of delivery.
- (d) Quoted prices for hire of any fitting tools and equipment in conjunction with supply of goods are subject to change if there is any change in quantity or type of the goods purchased.

7. TAXES AND LEVIES

SGST and CGST / IGST imposed by any competent authority to be payable on Supply of Goods and Supply of Service. such SGST and CGST / IGST will be to the Buyers account and shall be calculated using the rates and methods of assessment in force at the time of delivery. The Buyer is liable for any other applicable tax if applicable, including, but without limitation, withholding tax, or any such tax.

In case tax exemption is claimed by the Buyer, the Buyer will be responsible to provide the tax exemption certificates to Seller

in case the buyer deducts any sum towards tax (example, withholding tax), certificate for such deduction also to be submitted to the seller in advance (if applicable) or within the date prescribed by the competent authority. Any delay in submission of such Forms or Certificates by the buyer to the seller, and resulting tax liability on Seller, will be invoiced back / debited to the Buyer along with a penalty and interest that Seller is forced to bear on behalf of the Buyer.

8. PAYMENT TERMS

Payment term for this quotation/order acceptance is as separately mentioned in this quotation/order acceptance.

The Buyer is not entitled to withhold payment or make any deduction from the invoice value of the goods or services in respect of any set off or counterclaim or for any reason.

If the Buyer fails to pay for any sum for the goods or services, the Seller may in its absolute discretion, but without prejudice to any other remedy it may have, postpone the full execution of the order and under any other order placed by the Buyer until such payment is made. Buyer will pay any extra expenses incurred by the Seller as a result of failure to pay an installment.

The Seller has the right to set off amounts owing by the Buyer to any related or associated entity of the Buyer without seeking permission to do so.

The Seller has the right to charge interest @13.5% p.a. on overdue amount by the Buyer by any form including overdue on account of non-submission of concessional tax forms or certificates from buyer from the date it was due till the date of payment or settlement by the buyer. The seller also has the right to charge any amount they have incurred towards collection of overdue amount from the buyer, apart from any loss or damage. The seller will separately issue an invoice or debit note for collection of such interest and other charges, and the buyer will be liable to settle the amount without raising any objection. Applicable SGST and CGST/IGST will be Charged on the Interest Amount.

9. DOCUMENTS

The Seller will provide tax invoice in prescribed format under prevailing tax law indicating the Buyer's Purchase Order number and date, and their tax registration numbers as applicable. The seller will also provide packing list showing list of items being supplied as part of the invoice, in case the invoice does not contain the complete details. The seller also will issue road permit (if applicable) for the material movement to enable the buyer to transport the material.

It is the responsibility of the Buyer to issue road permit (if applicable, by the buyer) for the material movement. The Buyer also will have to provide Lorry Receipt / way-Bill from an IBA Approved Transporter to the seller upon taking delivery of material.

10. WARRANTY

Our products, except spare parts are under warranty for specified period as mentioned separately in this quotation/order acceptance. For detailed warranty terms, the buyer is requested to refer to warranty card and its terms and conditions.

11. FOLLOW ON CONTRACT

If the contract is for annual maintenance (follow-on-contract), this general terms and conditions will be applicable in addition to specified terms and conditions as per our follow-on-contract. In case any clause in this general terms and conditions contradicts to terms in follow-on-contract, the clause in our follow-on-contract will be valid and only such clause from this general terms and conditions will be disregarded, all other clauses will remain valid.

12. INSOLVENCY

The Seller may immediately communicate to the Buyer about their inability to execute the order in the event of the happening of any of the following or any other comparable event.

- (a) Insolvency of the buyer,
- (b) Filing of a voluntary petition for winding up or bankruptcy by buyer,
- (c) Filing of any involuntary petition for winding up or bankruptcy against the buyer,
- (d) Appointment of a receiver or trustee for the buyer,
- (e) Execution of an assignment for the benefit of creditors by the buyer.

13. CANCELLATION FOR BREACH

The Seller reserves the right to cancel all or any part of this order without any liability to the Buyer, if the Buyer,

- (a) Repudiates breaches any of the terms of this quotation/acceptance;
- (b) Fails to effect payment(s) as mentioned in this quotation/acceptance within the specified time.

14. ORDER CANCELLATION BY THE BUYER

Ordinarily the Buyer does not have right to cancel their order once it is issued to the Seller. However for any reason if the Buyer is compelled to request the Seller to cancel the order either in full or partially, depending upon stage of production of goods or stage of service, the Seller may accept or reject the request, in writing. In case Seller accepts the request, the Seller reserve the rights to charge certain percentage of the order as compensation for the material and effort that have been put in by the Seller to execute the order. Such compensation claim would be at minimum of 25% of the order value, and may vary up to 100%.

In case the Buyer had already paid advance for the same order or for any other order but production or service not started for such order, all such advances will be forfeited completely. If such advance paid by the Buyer is insufficient to cover the Seller's compensation claim for order cancellation, the Buyer will have to pay the differential value along with taxes (if applicable) immediately, without raising any objection.

15. FORCE MAJEURE

Any delay or failure of either party to perform its obligation hereunder shall be excused, if the Seller is unable to produce, sell or deliver, or the Buyer is unable to accept delivery, buy or use, the goods or services covered by this contract as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, riots, natural disasters, wars, sabotage, provided that written notice of such delay (included the anticipated duration of the delay) shall be given by the affected party to the other party within ten (10) days.

16. INTELLECTUAL PROPERTY

Products supplied may be protected by Intellectual Property (IP) Rights of Seller or its OEM suppliers. Neither the sale of products or any parts thereof nor the provision of any supporting or related documentation, technical information or suggestions, shall confer on the Buyer any license, in express or implied.

- a) Subject to Items b., c. and d. of this Clause, the Seller shall, at its expense and responsibility, defend any claim or suit brought against the Buyer based on a claim that the goods or any part thereof constitute an infringement of any patent, copyright or other intellectual property right (hereinafter referred to as "IPR") of any third party, and shall pay any damages that may be finally awarded in such suit and any settlement amount.

In the event such a claim or suit is brought against the Buyer, the Buyer shall inform the Seller in writing immediately, and shall fully cooperate with the Seller. In addition, at any stage of the defence of such a claim or suit, the Seller may, at its expense and option, either procure for the Buyer the rights to continue using the goods, replace the same with non-infringing goods, modify the goods so they become non-infringing or buy back the goods at a reasonable price.

- b) The Seller shall have no liability about the part when the decision in the above suit is based on the finding that the use of the goods or any part thereof furnished hereunder in combination with product not supplied or specified by the Seller or modification of the goods by the Buyer after delivery from the Seller, constitutes the infringement of the Intellectual Property Right.
- c) Notwithstanding the above (a) the Seller shall have no liability for an infringement of any patents which may be caused by the use of the goods in a manufacturing process of the Buyer in a manner infringing any patent of any third party.
- d) The foregoing states the entire liability and responsibility of the Seller to the Buyer for Intellectual Property Right infringement and is in lieu of any express or implied warranty with respect thereto.

17. TRADE MARK etc.,

Trade mark of which the Seller is either the registered proprietor or registered user shall, if so approved by the Seller is used only on the goods to be supplied to the Seller and in the manner provided. Their use colourable or otherwise, in any manner in relation to the products of the Buyer, not for use by the Seller, shall be strictly prohibited and in the case of default shall render the Buyer liable to legal action. The Buyer shall not, without first obtaining the written consent of the Seller, in any manner advertise or publish the fact that the Buyer has contracted to buy from the Seller the goods or services herein ordered, or use any trademarks or trade names of Seller in the Buyer's advertising or promotional materials. In the event of the Buyer's breach of this provision, the Seller shall have the right to cancel the undelivered portion of any goods or services covered by any order and have right to collect all payments for the order, conforming goods delivered or services rendered prior to cancellation.

18. CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

"Confidential Information" means confidential and proprietary information (regardless of whether such Confidential Information is in written, oral, visual or electronic form) (a) that consists of Trade Secrets, Intellectual Property as hereinafter defined discoveries, technical, engineering, financial, pricing and/or other business data and documentation, sales information, inventions, know-how, drawings, technical specifications, manuscripts, manufacturing techniques and specifications, process technologies, business plans, all disclosed by Seller for the current and/or prospective business of Seller; or (c) that

irrespective of marked as confidential or not, proprietary or privileged by the Seller.

The Buyer undertakes that it will not at any time, directly or indirectly, manufacture, sell, distribute, repair or overhaul products or components thereof, using any Confidential Information or tooling or equipment owned / supplied / designed by the Seller during the term of this Agreement and for a period of Three (3) years thereafter and further the Buyer will not either directly or indirectly, manufacture, sell, distribute, repair or overhaul any products or components the same or identical to the products or components manufactured by Seller for or on behalf of any third party without the prior written approval of Seller.

The Confidential Information shall not be deemed to include the following information,

- (a) Information which is publicly available at the date of disclosure, or which becomes publicly available by people outside the recipient party without the recipient party's breach of this Contract after the date of disclosure;
- (b) Information which is already in the possession of the recipient party at the date of disclosure by the disclosure party;
- (c) Information which is lawfully disclosed by a third party; or
- (d) Information which has been or will be hereafter developed by the recipient party independently.

19. INDEMNIFICATION

If the Buyer performs any work on the Seller's and/or its client's premises or utilizes the property of the Seller/it's client, whether on or off Buyer's/it's client's premises, the Buyer shall indemnify and hold the Seller and/or its client harmless from and against any liability, claims, demands or expenses (including attorney fees) for damages to the property of or injuries (including death) to the Seller and/or its client, its employees or any other person rising from or in connection with the Buyer's performance of work or use of Seller's and/or its client's property, except for such liability, claim, or demand arising out of the sole negligence of the Seller and/or its client.

20. ADVERTISING

The Buyer shall not, without first obtaining the written consent of the Seller, in any manner advertise or publish the fact that the Buyer has contracted to furnish the Seller the goods or services herein ordered, or use any trademarks or trade names of Seller in the Buyer's advertising or promotional materials. In the event of the Buyer's breach of this provision, the Seller shall have the right to cancel the undelivered portion of any goods or services covered by this order. The Seller also reserves the right to claim compensation for any damage, loss or expenses including attorney(es) fee that might have caused to the Seller including fading their brand value aroused out action of the Buyer.

21. COMPLIANCE

The Buyer agrees to comply with all Union, State and Local Laws, Executive orders, rules regulations and ordinances which may be applicable to the Buyer's performance of its obligation under this order.

22. NO IMPLIED WAIVER CLAUSE

The failure of either party at any time to require performance by the other party of any provision of this order shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this order constitute a waiver of any succeeding breach of the same or any other provision.

23. NO ASSIGNMENT/DELEGATION

The Buyer will not assign or delegate its obligations under this order without the Seller's prior written consent.

24. Relationship of Parties

The Seller and the Buyer are independent contracting parties and nothing in this order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

25. ARBITRATION, GOVERNING LAW

All disputes in connection with this Contract or the execution hereof shall be settled friendly through negotiations. Should the parties fail to reach such amicable settlement of disputes, either party may submit such dispute to the arbitration in Bangalore. In the event of any disputes or differences arising between the parties, it will be decided as per the provisions of the Arbitration and Conciliation Act 1996, or thereafter amended and the Arbitration will be held at Bangalore, in the state of Karnataka. The award of the arbitration shall be final and binding on both parties.

26. SEVERABILITY

If any term of this order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term will be deemed reformed or deleted but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this order shall remain in full force and effect.

27. ENTIRE AGREEMENT

This order, together with the attachments, exhibits or supplements, specifically referenced in this order, constitutes the entire agreement between the Buyer and the Seller with respect to the matter contained herein and supersedes all prior oral or written representations and agreements. This quotation/acceptance may only be modified by another quotation / acceptance or amendment / alteration issued by the Seller.