

## **RAYZON SOLAR PRIVATE LIMITED'S GENERAL TERMS AND CONDITIONS FOR PROFORMA INVOICE / QUOTATION / SALES ORDER**

All goods and services are supplied on the terms and conditions set out herein and no addition or difference to these terms and conditions will have any effect unless expressly agreed in writing by the Supplier.

### **1. Proforma Invoice / Quotation / Sales Order:**

(a) Unless previously withdrawn, a Proforma Invoice / Quotation / Sales Order is valid for 3 days or such other period as stated in it. A Proforma Invoice / Quotation / Sales Order is not to be construed as an obligation to sell but merely an invitation to treat and no contractual relationship shall arise from it until the Customer's order has been accepted by the Supplier.

(b) No Supplier shall be bound by any condition attaching to the Customer's order or acceptance of a Proforma Invoice / Quotation / Sales Order and, unless such conditions are expressly accepted by the Supplier in writing, the Customer acknowledges that such conditions are expressly negated.

(c) Cancellation of an order can be made only with the Supplier's consent and upon terms that will compensate the Supplier against loss.

(d) Change orders or briefing updates, amendments or changes requested by the Customer shall not be effective unless accepted in writing by the Supplier.

The Customer shall be liable for any costs, expenses, and liabilities incurred by the Supplier in connection with any such change order. Important Notice:

This Budgetary offer is preliminary and not final and as such not binding. It is tendered for discussion only, does not constitute an offer to sell and/or term to contract and Rayzon Solar Private Limited can, without notice make any change in Rayzon Solar Private Limited's own discretion. Any contract to sell the subject matter of proposal shall be subject to prior mutual agreement as to price (which may be different than that shown herein), schedule, scope of work and terms.

### **2. PRICE**

(a) Quoted prices do not include GST.

(b) The Supplier, shall be entitled to vary the quoted price for the goods and services at any time prior to delivery if the cost to the Supplier of performing the contract is increased and the Supplier reserves the right to apply prices ruling at the time of providing the goods or services.

### **3. Taxes and Duties**

(a) The price quoted is basic price exclusive of all taxes and duties the same needs to be borne by Buyer.

(b) GST will be charged extra at actuals.

(c) Further should there be any new levies / duties imposed by the central government / state government / other statutory authorities either on finished product and/or for any raw material used in the finished goods the same shall be reimbursed to Rayzon Solar Private Limited by Buyer at actuals. (d) Buyer shall furnish necessary declaration forms wherever applicable (in case of duty exception/benefit) the same shall be reimbursed to us by buyer at actuals.

### **4. Terms of Payment**

Customer shall arrange payment as per terms agreed in the Proforma Invoice / Quotation / Sales Order in stipulated time or within 2 days for the date of the Proforma Invoice / Quotation / Sales Order received.

(a) The Customer is not entitled to withhold payment or make any deduction from the quoted price of the goods and services in respect of any set off or counterclaim.

(b) If the Customer fails to pay for any of the goods or services, the Supplier may in its absolute discretion, but without prejudice to any other remedy it may have, postpone the fulfilment of its obligations under this order or briefing and under any other order or briefing with this Customer until such payment is made and charge to the Customer any extra expense incurred thereby.

**5. In case of LC payment terms Rayzon Solar Private Limited** will consider LC terms as per LC related communication done with the respective commercial team. LC will consider as accepted only if finance department share their acceptance with the company seal. Any damage/loss including but not limited to interest, penalty, demurrage, detention made due delay in acceptance of LC will be borne by customer only.

i) By mutual conciliation, negotiation and agreements the Parties shall try to amicably resolve the Dispute after sending due written notice to resolve within 7 days.

ii) If, for any reason, such Dispute cannot be resolved amicably by the Parties, within 7 days from the date of receipt of notice mention in clause (1) above, the same shall be settled by having recourse to Arbitration to be conducted by a sole arbitrator and in case the Parties do not agree on appointment of the sole arbitrator it shall be adjudicated by a panel of three arbitrators, of which each Party shall appoint one Arbitrator and the third Arbitrator shall be appointed jointly by the two Arbitrators so appointed. The Arbitration proceedings shall be held in accordance with the Arbitration and Conciliation Act 1996 with the Rules, or any subsequent enactment or amendment thereto from time to time. The

### **6. UNLOADING:**

Unloading of material will be in customer's scope. Any detention charges charged by transporter will be borne by customer. Any delay in unloading in consignment on supply, you will be charged demurrage fees for each additional day (Rs. 2500/- per 19 ft. vehicle & Rs.3500/- per 32 ft. vehicle per night extra stay)

7. Interest & Storage Cost Towards Non Lifting of Goods in Stipulated Time Supplier will issue inspection call for readiness of material for Routine Tests inspection at our works. In case, if you will not organize inspection as per scheduled date & time, you will have to make payment immediately failing which, we will charge interest @ 24% p.a. plus 1% storage charge per week from the date of readiness of material. In case of "Penalty towards Late Delivery Clause" is asked by client. It will be applicable to client also for not lifting of material by paying payment immediately in 3 days from date of readiness in same pattern. Any delay in payment from customer resulting in delay in delivery schedule shall be borne by customer only.

### **8. Cancellation or Suspension of Orders:**

Except where the Customer has a statutory right of termination, orders accepted by the Supplier may not be cancelled either wholly or in part without the consent in writing of the Supplier. Customer shall bear the cost / losses occurred to the supplier in case of such Cancellation or Suspension of Orders.

### **9. Consequential Losses & Limitation of Liability**

(a) Any service or advice which may be offered by the Supplier, its servants or agents to the Customer or its agents, is rendered in good faith and the Supplier shall not be liable for any loss or damage arising therefrom.

(b) For the avoidance of doubt, the Supplier will be under no liability whatsoever to the Customer for any loss, injury or damage (including consequential loss, injury or damage) suffered or caused as a result of or arising out of any act or omission (whether negligent or otherwise) by the Supplier, its servants or agents or any other person in any way related to or arising out of the Quotation by the Supplier.

### **10. Limitation of liability:**

Notwithstanding anything contained in this terms and conditions, its appendices or orders to the contrary, with respect to any and all claims arising out of the performance or non-performance of obligations under this terms and conditions or purchase orders, whether arising in contract, tort, warranty, Strict liability or otherwise, Rayzon Solar Private Limited's liability shall not exceed in the aggregate 3% of the Contract Value or Price of order value or payments received against this order, whichever is lower.

### **11. Intellectual Property**

All copyright, design right and other intellectual property in any design, specification, process, method of working or other information relating to the Goods or Services (other than that provided by the Customer to the Supplier) shall vest for all time in the Supplier. The Supplier only grants to the Customer an irrevocable licence to use the Goods or Services for the specified project in accordance with the Customers brief.

### **12. Superiority of The Agreement:**

These General Terms and Conditions of Quotation and Sale shall constitute the entire agreement between the Supplier and the Customer and no terms, conditions, obligations or other provisions of any nature not contained in these General Terms and Conditions of Proforma Invoice / Quotation / Sales Order and Sale shall be of any effect.

For the avoidance of doubt, these General Terms and Conditions of Proforma Invoice / Quotation / Sales Order and Sales shall apply in all circumstances, including where the Customer validly accept this document or where the Customer and the Supplier otherwise proceed with carrying out work under the brief, whether or not the Customer, at any time and by any means, purports to impose its own terms and conditions.

### **13. Governing Law & Dispute Resolution**

Subject to dispute resolution clause below these General Terms and Conditions of Quotation and Sale are governed by, and are to be construed in accordance with, the laws of India and the parties submit to the exclusive jurisdiction of the courts of Surat, Gujarat.

### **14. Dispute Resolution Clause**

Any difference, dispute, controversy, or claim ("Dispute") which may arise between the Parties out of or in relation to or in connection with this Proforma Invoice / Quotation / Sales Order, shall be resolved/settled by the Parties in the following order of priority and the Parties shall not seek any other legal recourse/remedy without exhausting the agreed course of dispute resolution process mentioned herein below

### **18. Scanned Copy**

Scanned transmissions (includes signed/unsigned copy received via any electronic or any other communication or hand delivery mode) of this document shall be considered as an original of the document, and shall have the same effect and force as signed hard-copy originals of the document. It shall be binding and legally

decision of the Arbitrator(s) shall be final and binding upon the Parties. The seat of arbitration shall be Surat, Gujarat. The arbitration proceedings shall be in English language. This clause shall survive termination or expiry of this Proforma Invoice / Quotation / Sales Order. Each Party shall bear its own costs, expenses and counsel fees in relation to such arbitration proceedings unless otherwise decided under the award.

#### **15. Change in Law**

Any additional cost or benefit impacting the contract price resulting from a "Change in Law", towards leviable taxes, including eligible credits, in respect of goods and services to be supplied under the Order, shall be to the account of the Seller because of impact of such "Change in Law".

"Change in law" means occurrence of any of the following event after submission of bid and during the performance of the obligations under the Order,

- a. The enactment of any new Indian law;
- b. The repeal, modification or re-enactment of any existing Indian Law;
- c. The commencement of any Indian Law, which has not entered into effect until the date of Order;
- d. A change in the interpretation or application of any Indian law, by a judgment of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a Court of record prior to the date of Order; or
- e. Any change in the rates of any of the taxes that have a direct effect on the Order"

#### **16. Notices**

All notices, communications, references and complaints issued or made by the Vendor/Supplier or the Purchaser, inter se concerning the supplies and the Proforma Invoice / Quotation / Sales Order and related communication shall be in writing and sent to the above address and on the email address of the designated personnel of the Parties.

#### **17. Confidentiality:**

All non-public, confidential or proprietary information of the Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) rightfully and legally known to the Buyer at the time of disclosure; or (c) rightfully and legally obtained by the Seller on a non-confidential basis from a third party.

enforceable.

#### **19. Jurisdiction**

Any dispute pertaining to interpretation, application, fulfilment / breach of any condition of Proforma Invoice / Quotation / Sales Order shall be subject to exclusive SURAT jurisdictions only and The Seller have right to withhold all the resources till the final decision of the dispute by the Competent Court.

Any Notices or demand to be given under this Proforma Invoice / Quotation / Sales Order must be in writing and delivered by 'Registered Post Acknowledgement Due' to the party concerned at the addresses mentioned above (Rayzon Solar Private Limited send all correspondence to their address Block No. 105, B/H Aron Pipes, B/H Hariya Talav, Kim Mandvi Road, Karanj, Surat-394110, Gujarat – India) or specified by the parties.

#### **20. Indemnification:**

The Customer shall indemnify, defend and hold the Seller harmless from and against any and all claims, actions, damages, demands, liabilities, costs manufacturing liability and expenses, including reasonable attorney's fees and expenses, resulting from any act or omission of the acting party or its employees under this Proforma Invoice / Quotation / Sales Order, that causes or results in property damage, personal injury or death. The Seller is selling the products with the understanding and belief that you, as the customer have the appropriate licenses, training, experience and insurance to perform said transaction safely and legally.