

Terms and conditions associated with Online Sales Portal

Definitions :

- a) **The Portal:** Online portal of INDO-MIM for quick order placement is called as portal herein.
- b) **The Company:** Company means INDO-MIM Pvt Ltd and includes its subsidiaries and associates through which the order of the customer is satisfied.
- c) **The Order:** Order means the Purchase Order placed by the customer through the online portal of INDO-MIM .
- d) **The Customer:** Means the entity or the person who places the Purchase Order through the online portal of INDO-MIM .
- e) **Goods :** Means the items whose drawing is uploaded by the customer in the Portal and for the quote is obtained through the portal and for which the purchase order is placed through the portal.
- f) **Drawing:** Means the drawing of the goods as defined herein .
- g) **Delivery Terms:** The terms of delivery under this portal is DDU only. No other terms of delivery will be entertained through the portal. The company will be responsible for customs clearance at the destination. But the customer will be responsible for the duty payment for the imported goods and hence the goods will be delivered to the customer only upon payment of the duty.
- h) **Time of Delivery:** The time of delivery indicated in the online portal is the earliest possible time at which the goods will be delivered ex-factory of the company . The actual date of delivery ex-factory could take upto a maximum of 7 working days beyond what is indicated / agreed through the portal.
- i) **Regulatory clearance for purchase of goods:** It shall be the responsibility of the customer to secure the regulatory clearance if any for purchase of goods in his country.

The Procedure for placement of order

1. The drawing is uploaded by the customer on to the portal.
2. The customer then should choose the technology through which the goods are to be manufactured. The choice of technology is that of the customer and hence the assessment of suitability of the same for manufacture of the product is that of the customer only and the company shall be in no way responsible for the same .
3. The customer should also fill the details of himself as well as the part that are asked in the portal and then seek a quote for the goods.
4. The portal gives a quote for the goods for which the customer has sought the quote.
5. If the quote is acceptable to the customer, he can go ahead and place an order for the goods in the portal.
6. The order placement will be complete when the payment is completed and an acknowledgement of the order as well as payment is received through the Portal or by any other mode as may be decided by the customer from time to time.
7. Customer Support representative shall get in touch with the customer within 3 working days from the payment confirmation.

The Manufacturing Procedure

1. Post the order placement the company will take up the goods for manufacture either on its own or through its authorised vendors .
2. The responsibility to deliver the goods as per the agreed drawing shall rest with the Company irrespective of the person who manufactures the item.
3. The customer shall accept the good delivered to him as long as the goods meet the specification that is mutually agreed between the Company and the customer.
4. The company has the right to get the goods manufactured in any location of its choice as the objective is to deliver the goods of mutually accepted quality at the agreed price near the date of delivery committed.

Order Cancellation

1. The orders placed once in the portal can't be cancelled.
2. However, the customer is given an option to lodge a request for cancellation through the portal.
3. The company may or may not accept the request for cancellation and may impose a cost for such cancellation depending on the effort put in by him.
4. When a cost is indicated for cancellation of the PO the customer has the choice to accept such a cost and cancel the order through the portal.
5. On such cancellation the company will deduct the cost of cancellation indicated already and refund the balance to the customer through the regular banking channel.
6. Such refund can take upto a maximum of 30 days from the date of such cancellation of the PO.
7. The bank charges if any in connection with refund will be to the account of the customer.

Delay / Default in delivery

1. The delivery date indicated in the portal is the time at which the goods will be delivered ex-factory of the company .
2. The transit time given in the portal is indicating and the company can't bind itself that the transporter will deliver the goods as per the indication . The delay by the transporter is beyond the control of the company.
3. If the goods are not delivered to the transporter within 7 days from the date committed in the portal the delivery will be deemed as delayed .
4. In case of delay a revised timeline will be given to the customer and the customer has a right to accept or reject the revised delivery date .
5. In case the customer accepts the revised delivery date the same shall be used as the basis for tracking the time of delivery .
6. In case the customer rejects the revised delivery date the company shall refund the amount paid by the customer through the regular banking channels within 30 days from the date of the originally committed delivery date . All bank charges for transfer of the money will be to the account of the customer.
7. Default occurs when the delivery does not happen on the promised delivery date and the company does not indicate a revised delivery date also .
8. In such case also the company shall refund the amount paid by the customer through the regular banking channels within 30 days from the date of the originally committed delivery date . All bank charges for transfer of the money will be to the account of the customer.
9. No claim except the refund of the money paid shall be made on the company by the customer in case of delay / default.
10. **Force majeure:** Act of God, strikes, lock outs, civil disturbances, war shall be deemed as force majeure and in such cases the delay / default is considered excusable . In any such case the company shall go back to the customer as soon as the force majeure situation eases out and commit a revised delivery date and deliver the goods as per the revised delivery date . If the customer does not want to accept the revised delivery date, he can choose the cancellation option given in this agreement.

Quality Disputes

1. Quality disputes if any with the goods delivered should be lodged in the portal within 30 days from the date of invoice .
2. The disputes will be investigated by the company in the next 30days and if the dispute found genuine the amount paid by the customer for the goods will be refunded in full.
3. All bank changes associated with such refund shall be that of the customer.
4. The decision of the company with regard to the genuineness of the grounds of dispute shall be final and binding on the customer and the same shall not be questioned by the customer in any forum either in arbitration or in legal process.

Repeat Order

1. The customer can place a repeat order for the goods within 60 days from the earlier invoice to the customer subject to the same price and terms as was agreed upon for the earlier order .
2. All other terms indicted herein above for a fresh order will also apply to such repeat order.
3. Any modification in the order quantity won't be entertained once the PO is placed in the Portal. The customer in such cases explore the cancellation option given herein which will cancel the order completely and thereafter place a new order for the qty .
4. The price applicable for such new order may be more or less than the price indicated for the earlier order which has been cancelled. This is due to the fact that the prices keep changing based on the current realities of the business .

Damages or loss of goods while in transit

1. It is the responsibility of the company to deliver the goods to the destination as indicated by the customer. Hence any loss or damage while in transit shall be to the account of the company .
2. The customer shall help the company with insurance claim if any that the company may lodge for such damaged or lost goods .
3. In case of such loss or damage the company will automatically initiate a fresh order for the goods in the portal and communicate the likely delivery date ex-factory of the company to the customer.
4. If such delivery dates are acceptable the customer can confirm the order and the goods will be made and despatched to the customer with no additional cost to the customer.
5. If such delivery date is not acceptable to the customer, the company will refund a maximum of 50% of the price paid by the customer. The actual % of refund can change from time to time. However, the amount / % of refund in such cases is purely left to the discretion of the company and the customer can have no claim or say in the same .

Dispute resolution Jurisdiction

1. Jurisdiction for any dispute resolution shall be Bangalore, India.
2. Any dispute can be raised and resolved only in the courts of Bangalore.