

ORION (GB) LIMITED TERMS AND CONDITIONS OF PURCHASE

1. Please send us the acceptance of the Order and Proforma Invoice immediately upon receipt of this Order. Your confirmation should cover each shipment schedule. If such individual confirmation is not given the whole schedule will be deemed to have been confirmed by you. If such an acceptance is not received from you within three working days of the receipt of this order by you, the whole order, the schedule, prices and all terms and conditions will be deemed to have been accepted by you.
2. Our Purchase Order number and date should be quoted on all delivery documents, order acceptances, invoices, correspondence etc in connection with this order.
3. The description of the material in all your documents pertaining to this order should be the same as given in this order.
4. No upward price variation will be allowed from the prices mentioned in the order under any circumstances, unless there is a written amendment of this order to that effect.
5. Delivery should be strictly as per the schedule given in the order. We reserve the right to cancel the order in part or in full, in case the delivery schedule is not adhered to.
6. We reserve the right to cancel amend and/or after this order and delivery schedule without assigning any reason therefore and in any manner without incurring any liability on us.
7. Any demurrage, penalty etc. charged by carriers due to delays in sending dispatch documents, sending the material before schedule or due to any act or omission and/or commission will be borne by you.
8. All supplied material must meet all quality criteria whether stated in your drawings specifications, related instructions or otherwise.
9. Material which is rejected within our premises due to any reason will be your property lying with us at your risk and removal of such rejections will be your responsibility. Any loss due to any damage to such rejected material even while it is in our premises will not be borne by us,
10. We reserve the right of rejecting the material even after processing defects are noticed at any stage, even though the material is accepted at incoming inspections.
11. We reserve the right to either send back the rejected material or ask for replacements. The cost of handling packing, transportation etc. of such rejections and/or replacements will be to your account. There placements will be supplied at the same or lower prices as the original consignment.
12. Our decision in respect of rejections will be shall be final and binding on you and for all rejections adjustments will be made to your account.
13. Invoice mentioning our Purchase Order number, proper description of material as per the Order quantity supplied and other required dispatch documents should be forwarded to us in duplicate. Where applicable you will ensure that the duty paying documents will be sent to us. The documents should comply with the statutory requirements. Any loss due to non-receipt or faulty documents will be to your account.
14. Please send us a communication intimating the shipment details as soon as the shipment is made. This should include the MA \VB #, HA WB #, Invoice Copy, Packing List Copy, Flight/Ship details, Airlines and Forwarder/Courier details, expected date of arrival, Port of destination/ Place of delivery
15. J 5. One copy of invoice and Packing List should accompany the Consignment.
16. Consignment should be packed in export-worthy appropriate Packing suitable for Aircraft/Ocean freight. Any losses due to faulty packing will be borne to you.
17. The multiple boxes/crates should be marked 1 of __, 2 of __, 3 of __ etc. The cartons must carry all necessary symbols for safe transport like arrows specifying the up directions, stacking permissible, appropriate markings for fragile material, protection from water/moisture etc.
18. Please send one copy of certificate of origin of goods from the appropriate body entitled to issue such certificates in the country from where shipment is made.
19. Please ensure all your invoices are checked and signed.
20. Any drawings, samples, films or any other technical data etc. made available to you for manufacturing our requirements will remain our property, will be treated with utmost confidence and returned to us on demand. You will not be entitled to retain any copies of such data/documents. Any loss to us, whether direct or consequential, on account of misuse/leakage of such information will be to your account.
21. The items manufactured by you from data furnished by us must not be sold, or divulged by you to any other party. If you manufacture excess quantities you shall preserve the same for ultimate sale to us or alternatively destroy goods so manufactured by you. On no account will you sell such goods to any other party except with our written consent. The same condition applies to supplies rejected by us.
22. The contract shall be deemed to have been entered into at London, UK and proceeding if any shall be filled and litigated in courts at London, UK and nowhere else.
23. Acceptance of our order will automatically mean acceptance of our terms & conditions irrespective of your conditions in correspondence before or after the placement of this order.

Name: _____ Title: _____ Date: _____

Company Name: _____ Signature: _____