

GENERAL TERMS AND CONDITIONS (GTC)

Sarda Energy & Minerals Limited (SEML) is producers of sponge iron, billets, Wire Rod , Pellets and one of the largest manufacturers and exporters of ferro alloys in India. Company is having Headquartered in Raipur, Chhattisgarh and plants at Raipur, Raigarh and Visakhapatnam .

1. QUALITY & SPECIFICATION:

The specification of the material required shall be as per technical specification.

2. Packing and forwarding : Inclusive

3. Excise duty & ED Cess : ED will be paid extra against documentary evidence suitable for availing cenvat credit.

4. Sales Tax : Extra as applicable (VAT / CST against C form)

5. Freight : Inclusive.

6. Dispatch instruction : Material to be dispatched by road transport through our authorised transporter on door delivery & freight paid basis.

7. Dispatch documents: you shall submit the following original documents in triplicate for payment:

1. Challan
2. Packing list
3. Invoice (original for buyer)
4. Excise gate pass (duplicate for transporter)
5. Consignee copy of LR
6. Physical and Chemical test certificate

In absence of above documents your bills shall not be cleared within time.

8. Payment term : 100% payment thru RTGS after 30 days from date of receipt of material at our site along with bills.

9. Inspection & Testing : Final inspection of material (chemically & physically) will be done at our site which will be final to both parties. In case of any deviation in report joint sampling can be done at our works and result of joint sampling will be final.

10. Order acknowledgment & acceptance: you shall send your order acceptance within 2 days from the date of receipt of order. If it is not received within the period, we shall presume that the order is accepted in respect to terms & conditions in the order.

11. Jurisdiction : The Courts in Raipur, Chhattisgarh shall alone have exclusive Jurisdiction for disputes arising in & out of this contract/agreement/purchase order.

12. Rejection : In case of rejection of material fully or partially , you shall arrange to lift the material within 15 days of our notification, thereafter SEML will be absolved from any responsibility to return it.

13. Interest clause: In case of delay in payment by any reason, interest will not be paid by SEML.

14. Risk purchase: In case of delay in supply fully / partially, SEML reserves right to cancel the order without any cost to it and arrange the material from alternate sources at your risk and cost.

15. The terms & condition mentioned in this order / contract or specifically agreed in writing

subsequently

only, is integral part of contract. the other terms & condition or clauses mentioned in various correspondence / offer under reference should be treated as null & void.

16. Validity of contract : This order will be valid upto successful inspection at our site & same will be certified by user.

17.Liquidate Damage : LD will be applicable after expiry date of delivery date.

18. In Case of Reverse Auction : SEML reserves the right to award the contract to one or more bidder or in case the bids are not upto the satisfaction of SEML, reserves the right to cancel the auction also. SEML's decision on this will be considered final.