VI. WARRANTY

a) Savio warrants the spares and accessories as per the terms and conditions mentioned in the order. If any such breach or delay is evident, the warranty shall be null and void.

b) The warranty shall be confirmed to repairing or replacing such parts as may be defective due to poor workmanship or material, to the exclusion of normal wear and tear, and other such breakdowns as may be due to overload, abuse, negligence or non - compliance with the instructions of use. In case the foregoing warranty shall supersede any other statutory warranty, which may include Buyer’s right to terminate the agreement or any part thereof, or to claim a price rebate etc. The foregoing warranty shall cease and be deemed null and void, if the goods may not have been reported by buyer to Savio by registered post within eight days of time when they shall have been detected.

c) Savio shall neither be liable for any direct or indirect loss or damage as may arise out of Buyer being prevented from using the spares and accessories due to any defective components being replaced or repairs during the warranty period, nor shall Savio be liable for any such damage or loss as may be caused by the spares and accessories defective starting and/or operating.

d) The foregoing warranty shall be null and void in the event of buyer (1) failing to have the equipment assembled and erected by Savio, or (2) failing to duly perform such operations on Buyer’s initiative, or having performed any other works during the warranty period without Savio’s prior approval in writing, or (4) failing to comply with Savio’s instructions as to the proper use and maintenance of the equipment.

VII. REPOSESSION RIGHTS – PRICE – PAYMENTS

a) Whenever payment is to be effected after delivery, Savio shall have lien and shall also retain repossession rights over any goods supplied until full settlement of the price thereof, plus any such value-added or other tax or duty as may be payable thereon. In addition any such interest as may have been accruing from date of delivery and to such expenses as Savio may have incurred on Buyer’s behalf. Consequently all debts and costs from the time the goods were delivered until they extend over 30 days from the date of Buyer’s disposal at Savio’s works shall be the charge of the account, and Buyer shall remain the depository and trustee of any goods upon which Savio may so retain repossession rights until full settlement of the price or default in making payments. All deliveries shall be made at the place where the goods shall be located and shall not remove the same without Savio’s prior approval in writing.

d) All payments shall be effected to Savio direct and only official place of payment being banking channels, cheque, Demand Drafts, RTGS/NEFT or LC at Sight, or otherwise.

e) All payments shall be effected to Savio direct and only official place of payment being Savio’s registered office, irrespective of acceptance by Savio of any payment effected by banking channels, cheque, Demand Drafts, RTGS/NEFT or LC at Sight, or otherwise.

f) In case of a delay in payment of the invoices the interest on delayed payment will be declared by Savio at the rate of 15% per Annum by banking channels, cheque, Demand Drafts, RTGS/NEFT or LC at Sight, or otherwise.

g) Should Buyer fail to effect any payment on schedule, Savio may, without serving any notices in that respect, either over the due amount, or any other outstanding instalments or terminate this agreement by serving notice to that effect to the Buyer by Registered Post, in which event Savio may request that any equipment delivered be promptly removed and/or any down payment may have already collected by way of compensation and obtain payment of damages equal to the down payment stipulated, subject always to any such further claim as may arise.

h) This agreement shall be governed by Laws of India and Courts at Coimbatore shall be the only Court of jurisdiction in respect of any action in which Savio be the Plaintiff, provided however that in respect of any action in which Savio be the Defendant, provided in any court jurisdiction as to any action in which Savio be the Plaintiff, Savio may choose between the Coimbatore Court and the Buyer’s Court of Jurisdiction.

VIII. FINAL CLAUSE

a) In the event of any contradiction between these general conditions of sale and the Buyer’s conditions of purchase, if any, the former will prevail.

IX. CODE OF ETHICS

a) A Buyer, whilst carrying out the duties contained in the Agreement, undertakes to also for its directors, auditors, employees or collaborators, if any to strictly follow the regulations contained in the Code of Ethics approved by the Board of Directors of Savio, which are an integral part of this policy, which can be consulted on Savio’s Website, and fully accepts and acknowledges that he or she is aware of all the terms and conditions contained therein. Any breach be made to the above mentioned Code of Ethics which can be attributed to the Buyer, Savio shall be entitled to immediately withdraw from the agreement by way of registered post with acknowledgement due or e-mail notification, and in any case due notice. In case of any other such similar breach the Buyer may not have been reported to Savio by Buyer to Savio by registered post within eight days of time when they shall have been detected.

b) The Buyer shall indemnify and hold Savio harmless upon first request and without exception and that the goods are subject to Savio’s repossession rights.

c) Any such claims as may be made by the Buyer to recover any surplus, exceeding the down payment stipulated, subject always to any such further claim as may arise.

d) Any such claims as may be made by the Buyer to recover any surplus, exceeding the down payment stipulated, subject always to any such further claim as may arise.

SAVIO INDIA LIMITED
10/2016
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