I. QUOTATION - ORDERS
a) Except aslar as delivery terms and such provision about applicable taxes and levies, shall hold good for 36 months. All data printed in catalogues, drawings and other matters are solely indicative.
b) The Order sheet and relative Technical Specification Sheet signed by the Buyer are accepted by Savio with the issuance of the Quotation thereof.
c) No amendment to Sales Contract shall be valid unless in writing and duly signed by the parties.
d) No agreement may be assigned by the Buyer unless such assignment shall have been previously approved by the Savio in writing.
e) No such special sales terms, as the Order acceptance may stipulate in addition or as an exception to those General Sales Terms, Shall imply that similar terms are accepted by Savio in respect of any other. Any such amendments as Buyer may insert in these conditions, shall be applicable only to the party to whom such terms as the order acceptance may stipulate shall be null and void.
f) Savio reserves the right to alter at any time spaces and accessories, Design, part or component or any part thereof, as long as such modifications shall not alter any of the spaces and accessories basic engineering and overall performance.
g) Should Buyer's financial condition and situation deteriorate after the order acceptance or sale agreement has been executed, Savio may either that adequate guarantees be provided by Buyer to secure full payment of any amounts due, or (b) proceed immediately to cancel the agreement and demand payment in full against all such payments made by Savio shall remain the sole property of the latter, to whom they shall be returned on request, and may not be reproduced or used for any other purpose.

II. DELIVERIES , TRANSPORTATION AND ERECTION
a) The delivery period stated in the quotation/Order acceptance shall commence from the date of receipt of the initial payments or compliance of payment terms, completion of commercial formalities and finalization of all specifications and receipt of clarifications thereof, if any.
b) The time of delivery / despatch indicated in the contracts is not guaranteed and will be extended by the time the Buyer is unable to meet Savio's conditions, on account of the necessity to comply with the Government regulations or due to delay in supplying required items of work and contracts are entered into on consideration of the definite understanding that Buyers will accept delivery of the consignments as and when received and will not cancel the contract or part thereof or claim any compensation / damage either direct or indirect on account of delays, if any, in delivery / despatch and also shall not refuse to accept delivery of the goods or any instalment thereof return any instalment already delivered on ground of delay in delivery / despatch.

Should delivery / despatch be delayed by any cause whatsoever for which Buyer be responsible, the Buyer shall bear its own risk, and any such charges effective from the time when notice shall have been given that the goods are ready for shipment, as well as any such deterioration and/or damage as the goods may suffer, shall be borne by the Buyer, the Buyer being liable for any such greater loss or damage as Savio may incur on account of Buyer's failure to take delivery of the goods in good order and condition, provides however that such belief may force Buyer to take delivery extend over 30 days from the time when notice that the goods was ready for shipment shall have been served on Buyer, then Savio may terminate the agreement so that Buyer shall pay to Savio the goods price, and the Buyer, at its own cost and risk.

d) Delivery shall be considered completed at the place where the goods shall be located and shall not remove the same without Buyer's consent.

e) Buyer shall be responsible to notify any other party as to the fact that the goods be held in custody until the price thereof shall have been fully settled, and shall refrain from disposing off the same in any way, or submitting same to any real or personal sale. At the time of purchase, moreover Buyer shall sign the receipt for the purchase place where the goods shall be located and shall not remove the same without Savio's authorization. Buyer shall present a copy of such authorization to the Buyer's courier on COD (Cash on Delivery) basis within 24 hours of the date of arrival of the goods in good order and condition at Buyer's premises. In case of a dispute the Buyer shall have the right to claim compensation for any damages caused by the spares and accessories due to the starting and operation, within such limits as are implicit in its engineering features. No warranty whatever shall be undertaken by Savio as to any such materials as may be of Savio's own production; for three months effective from the time of the bill.

b) The warranty shall be confirmed to replacing or repairing such parts as may be defective because of poor workmanship and/or materials, to the exclusion of normal wear and tear, and other such breakdowns as may be due to overload, abuse, neglect or non - compliance with the instructions for use and installation.

V. INSPECTION AND ACCEPTANCE OF DELIVERED GOODS AND EXECUTION
a) The Buyer must inspect the delivery and execution immediately upon receipt and notify Savio of any defects, errors or omissions in writing within eight days, if buyer fails to do this, delivery and execution are deemed to be approved.

b) The Buyer must notify the forwarder and his own insurer immediately of any shipping damage.

c) Part deliveries are permitted.

VI. WARRANTY
a) Savio warrants the spares and accessories workman like quality and freedom from defects or imperfection. If any warranty whatsoever is not carried out in accordance with the letter and spirit of the delivery, this warranty shall supersede any other statute warranty, which include Buyer's right to terminate the agreement or any part thereof, or to claim a price rebate etc.

b) The following warranty rights are limited to the defects and imperfections which have not been reported by the Buyer to Savio by regular post within eight days of time when they shall have been detected.

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 repaired by Buyer. Such warranty shall be null and void for any such damage or as may be caused by the spares and accessories defective before the starting and operation.

c) 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 as Buyer interdicts, within the time limits prescribed, 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 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, or as may have been paid by Savio, or such other sums as may have been paid by Savio and to such expenses as Savio may have incurred on Buyer's behalf. Consequently all such taxes, duties and costs from the time thereof, shall be paid by Buyer, or shall remain as depositary and trustee of any goods upon Savio which may so retain the goods and shall not remove the same without Savio's prior approval in writing, Buyer shall be subject to such penalty as Savio may deem fit, and any such charges as may relate to the execution of the agreement, including all other charges, interest and such expenses as may relate to the registration thereof, to recording or publishing Savio's repossession rights, as well as to cancelling such records from any existing data bases, due to Buyer's non-performance. In case of a dispute the Buyer shall promptly inform Savio of any such action as may be undertaken by any other party which may in any way affect Savio's repossession rights over the goods and Buyer shall be under obligation to notify any other party to the fact that the goods are subject to Savio's repossession rights.

b) Any such charges as may relate to the execution of the agreement, including all other costs, interest and such expenses as may relate to the registration thereof, to recording or publishing Savio's repossession rights, as well as to cancelling such records from any existing data bases, due to Buyer's non-performance, shall be promptly reimbursed by Buyer on Savio's request.

c) All payments shall be effected by 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.

In case of a delay in payment of the invoice the interest on delayed payment will be determined by Savio in accordance to the rate plus 15% A.P.R.

f) Buyer shall fail to effect any payment on schedule, Savio may, even without serving any notices in that respect, either over the open, or by giving notice of his intention to dispose of the goods and such 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 already delivered to Buyer and not paid for shall be resold by Buyer, on the prevailing market price. Where Buyer has paid an amount due but has not paid the full amount, Buyer 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 to the amount of the contract price may raise.

g) This agreement shall be governed by Laws of India and Courts at Coimbatore shall be the only Court of Jurisdiction. Savio being the Plaintiff, Savio may choose between the Coimbatore Court and the Buyer's Court of Jurisdiction.

VIII. PAYMENT REFUND POLICY
a) In the event of any duplicate payment effected by the buyer to Savio, and brought to the notice of Savio for the refund, the same shall be refunded through NEFT mode of transaction, to the same bank account number from which the payment was received by Savio. Such refunds shall be done only for the duplicate payments. (All the necessary counterparts are to be done by the Buyer through official email to Savio.)

IX. FINAL CLAUSE
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.

X. CODE OF ETHICS
a) This Buyer, while carrying out the duties contained in the Agreement, undertakes to, also for its directors, auditors, employees or colleagues, 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 document. The Website, and fully accepts and acknowledges that he or she is aware of all the terms and conditions contained therein. Should any breach be made to the above mentioned Code of Ethics which is 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 and Savio reserves the right, in any case, to lawfully remedy the breach in any way including the right to claim compensation for any eventual damages. Notwithstanding the above, it is understood that the Buyer shall indemnify and hold Savio harmless against any possible loss or damage, liabilities or expenses or other costs whatsoever incurred by Savio, its successors in title, auditors, directors, employees and/or legal representatives shall be indemnified and held harmless from any claim, damage and/or request including legal fees, which may be brought against them by third parties in relation to any breach of the above mentioned code of Ethics.