



Sales Terms & Conditions

The following terms & conditions apply to the entire business relationship with our buyers. The present conditions unless modified or completed by a written agreement fully apply to our entire proposal, sales, delivery and services provide by us. They also apply to all future business transactions even if they are not specified mentioned.

- **Price & Validity**

- All Offered prices are in INR and are Ex Works Bangalore until Specified clearly in the quote.
- Prevailing GST or any other Taxes at the time of billing are Extra. Buyer needs to clearly specify their GST details in the Purchase order.
- The price is valid for 21 days from the quotation date and thereafter confirmation from our end.
- Prices are subject to change without any prior notice.
- Packing, handling, insurance and freight charge will be extra on actuals unless and until charged in basic quote price.

- **Payment Terms**

- Our Standard Payment terms are 100% advance along with Purchase order or as per long term signed contracts.
- For All payment for the goods must be made by buyers to **NUGRP Solutions LLP, 3rd Cross, Lalbagh Road, Bangalore 560027** at below account details. All the payments made by CHEQUE/ DD/ NEFT/ RTGS is subject to realization.

Beneficiary	NUGRP SOLUTIONS LLP
Bank Name	AXIS BANK LTD
Account	Current Account
A/C No	923020050109496
IFSC/RTGS CODE	UTIB0001028
MICR	560211026

- The buyer shall pay interest at the rate of 18% per annum for payment made beyond the due date until the date of realization.

- **Purchase Order**

- Buyer shall place Purchase order on a non-cancellable non re-schedule basis.
- Once the order is placed it cannot be cancelled unless or otherwise it is confirmed by us in writing. Buyer to refer NuGRP quote number in the PO.
- Please indicate your GST/PAN numbers in your purchase order.
- If applicable, road permit, waybill, entry form etc., buyer to arrange the same along with Purchase order.
- The buyer should provide the name, designation, contact number and e-mail id of the person for delivery receipts in purchase order.

- **Order Cancellation**



- In the event of cancellation of the Order, depending upon the reason, 10% of the equipment order value will be deducted before processing the refund within 4 weeks. No cancellation will be entertained if the request comes post the dispatch of equipment and under exceptional circumstance buyer is liable to pay GST, Customs, Local taxes, any other taxes levied, Insurance, demurrage, to and for transportation besides the cancellation charges.
- **Scope & Specification**
 - The scope of supply shall be as per the NuGRP final submitted Quotation and the written acknowledgement of your purchase order. The buyer is deemed to have understood and accepted the terms and conditions mentioned herein. In case of any ambiguity, the supplier's interpretation shall be final.
 - The equipment supplied shall perform to the specifications mentioned in the product brochure. The specifications, however, are subject to change due to constant improvement brought in the products from time to time.
- **Delivery**
 - The Ordered Product shall be dispatched from our dispatch location as per timelines mentioned in NuGRP quote and upon confirmed Purchase & commercially accepted order. Delivery though will depend on availability of stocks.
 - Part delivery shall be permitted based on product(s) availability as per Purchase order.
 - The supplier shall have the option to cancel the order partially or in complete if ordered Product is not available. No compensation is payable to the buyer in any such condition.
 - Delivery locations until stated in the buyer's purchase order shall be considered as Delivery address, as mentioned in the purchase order.
 - The NuGRP shall make every effort to deliver the equipment within the stipulated period. However, the NuGRP should not be held responsible for any delay due to transportation or any force majeure reason beyond the direct control of the NuGRP. For the Timely Delivery, the buyer will provide a Road Permit, if applicable. The buyers have no right to withhold payments in this regard.
 - For Any Product that requires any Government or specific Authority approval, the supply would be made only after receipt of any such approval.
 - Our responsibility on Delivery ceases as soon as goods are left from our Dispatch location. Transit Insurance is in the Buyer's account.
 - In case Transit insurance is pre purchased by buyer through NuGRP, the transit insurance cover shall be valid up to the date of arrival of the consignment at the destination. The Buyer should intimate about any damage/loss within 24 hours of the arrival of the product. The NuGRP will be responsible for loss/ damage after the expiry of the transit insurance cover due to transit damage.
 - If there is any delay from the buyer in receiving the material, all warehousing costs for this delay will be in the buyer's account. The delay will be calculated from the planned shipment date as per purchase order.
 - Any special Shipment requests in terms of packing or use of dedicated vehicle will be based on order terms and will be charged extra.



- **Installation**

- Installation of the supplied Products, if required shall not be under the standard pricing mentioned for products.
- Installations charges are extra with applicable taxes at the time of invoicing. These charges are as per the NuGRP Quote or mutually agreed and captured in Purchase Order.
- For products directly sold outside India, Installation is under Buyer scope. If required, these can be facilitated at an additional cost.
- In Case, where the Installation is agreed by NuGRP in its scope either directly or through its partners, The Buyer shall provide free access to the designated site and proper power supply and specified environmental conditions (AC, Electrical Earthing etc.,) as per the supplier's specifications to enable the installation of the equipment. Any special approval for installation of products from appropriate authority is the responsibility of the Buyer.
- For "plug n play" products bought in bulk and to be supplied across different locations with agreed Installation support, a common central place as per the choice of the buyer shall be chosen for explaining Product or installation procedure to the user staff, for them to enable and carry out the installation on their own.
- For any installation request, please reach NuGRP representatives on designated contact numbers.

- **Warranty**

- The warranty is provided by the manufacturer as per their guidelines. Offered equipment carries a standard warranty for 12 months from the date of Installation or 15 months from the date of delivery, whichever is earlier against any manufacturing defect or workmanship until specified in NuGRP Quote or agreed Purchase Order. For any IT or other spare parts, the standard warranty is 3 months. For Warranty details, refer user manual of the product.
- If the supplied Product or Part is connected to any other product / sub system and any failure happens due to other non-supplied item, power supply or technical suitability, the Warranty will not be covered.
- Any Accessory which is supplied along with the product will have 3 months warranty against manufacturing defect.
- Any consumables supplied will have a warranty only against the manufacturing defect notified within 7 days of the supply.
- The warranty shall not be applicable for any force majeure reasons like earthquake, natural calamity and not maintaining the product safety or environmental requirements.
- The repair or replacement of the defective part once confirmed shall be the sole discretion of the manufacturer or NuGRP and will be at no additional cost. However, taxes as applicable for the spare part will have to be paid for by the buyer.
- Warranty is not provided on transportation or physical damage, burnt product due to power issues or issues in other products, incorrect installation, the standard warranty terms shall be applicable by respective manufacturer, OEM, or vendor.
- Glass, plastic, Batteries, Rubber, Consumables are not covered in any warranty.



- Any failure of the supplied part causing the machine to not function specially in case of healthcare product delaying user's service to patients or impacting the patient in any case is not liable to cause any damages to supplier.
- Extension of the warranty is possible if purchased or requested through NuGRP from the manufacturer of the product at an additional price.

- **Annual Contract**
 - For any Supplied product that may need annual maintenance contract, Seller recommends that after the expiry of the standard warranty, buyer approach GRP or manufacturer for covering product under service contract if available. This will be at additional cost. The terms and conditions of this contract will be shared upon signing a separate agreement. Please contact the NuGRP service team for more details.

- **Environment, Safety and Usage requirements**
 - The Buyer shall maintain the environmental conditions recommended by the NuGRP or manufacturer so as to ensure that the equipment does not suffer damage due to dust, temperature, humidity, pest, rodent etc. The Supplier shall not be liable for any damage to the equipment due to the same and any charges due to the above negligence shall be borne by the buyer.
 - For continued safe and optimum use of the equipment, NuGRP recommends following the instructions as laid down in the Operators' Manual or suggesting to buyer engineers or users. The NuGRP will not be responsible for any such damage, injury or losses suffered or caused, directly or indirectly, due to non-compliance with the Operator's Manual and other related instructions and norms.

- **Unauthorized modifications**
 - Unauthorized Modifications in the Product or any of the component, could significantly affect the performance and can cause damage or change the desired performance of the product. Any such modification, other than as performed or authorized in writing by us, will invalidate and terminate the warranty immediately. We shall not be responsible for any patient's safety.

- **Jurisdiction**
 - Subject to Bangalore Jurisdictions only.
 - The contract or Purchase Order shall come into force only after supplier's confirmation of Buyer's order and shall be construed and operated as Indian contract and in conformity with Indian law and shall be subject to jurisdiction of courts of Bangalore, Karnataka. All correspondence and commitments between the supplier and the buyer, to be enforceable at law, shall be in writing.

- **Force Majeure**
 - The NuGRP shall not be liable for loss or damage due to delay in manufacture or delivery resulting from any cause beyond the GRP's reasonable control, including but not limited to compliance with any regulations orders or instructions of any Central, State or Municipal Government or any Department or agency thereof, acts of God, acts or omissions of the buyer, acts of civil or military authority, fires, strikes, or



factory shut-down, or altercations, embargoes, wars, accidents, power cuts, governmental decree, stoppage of railways or other carriers, explosions, trade disputes, riots, terrorism, delays in transportation, impossibility or difficulty of obtaining supplies of raw materials or inability due to causes beyond the GRP's reasonable control to obtain necessary manufacturing facilities or materials from the NuGRP's usual sources, and any delays resulting from any such cause shall extend delivery dates correspondingly.

- **Others-**

- We expect that the information such as final equipment agreement including price, terms of sale, payment terms etc. should be kept confidential by both the parties and should not be disclosed or further disseminated without prior approval, except for any legally required disclosures.
- The supplier and buyer shall comply with all applicable laws, regulations, and ethical business practices, integrity, and transparency.
- In no event shall the NuGRP be liable for consequential liquidation or special damages on account of delay, product supply or quality or not the right product ordered by buyer.
- The buyer shall not be entitled to vary, amend, add, or alter any of these conditions in any manner whatsoever-
- No credit or set off on GST and other statutory levies already collected will be allowed on rejected goods unless rejected goods are received by the supplier before the end of the month.
- Seller shall not be liable to the buyers by reason of any breach of these conditions or of statutory duty or by reason of tort (including but not limited to negligence) for any loss of profit, loss of revenue, loss of use, loss of productions, loss of opportunity, loss of contract or any financial, economic loss for any in direct loss, howsoever a rising that may be suffered by the buyer.
- Supplier reserves the rights to recall this sales proposal, Subject to any special terms and conditions mentions in sales proposal.
- Once purchase order is issued / released, it means you have agreed all above terms and conditions.

This quote is subject to our terms and conditions located at www.grp-ind.com.

For NuGRP Solutions LLP

Authorized Signatory

NuGRP Solutions LLP

Registered and Head Office: SAMURA, 3rd Cross, Lalbagh Road, Bangalore 560027