

UNITED Bearing Co.

General terms & Conditions attached to Quotations

1. Definition:
 - a) 'Seller' means United Bearing Co. which including their assigns. 'Buyer' means the other party to the contract and their assigns.
 - b) The 'Product' shall mean and include all goods including software and Services either related to maintenance, spindle, lubrication system and computer-based training or otherwise. The goods may be imported or indigenously, manufactured or traded and bearing accessories under the Brand name of various manufacturers who hold the trademarks to their products including those manufactured and distributed by our major principal "SKF". These are more specifically mentioned in the quotation for the appropriate specifications.
2. The Seller's commitment to sale and supply Product shall be valid only when made in writing. Till the formal communication of acceptance has been made, there is no commitment for the sale and supply.
3. Unless otherwise specified, quotation submitted by the Seller are valid for a period of 30 days from the date of submission and thereafter will be subject to revision and/ or alterations by Seller without notice.
4. Prices are firm as stated in the quotation/ offer. Applicable VAT/ Sales Tax/ General/ Purchase Tax/ Local Tax etc. or levies will be charged as applicable at the time of delivery and will be borne by the Buyer in addition to the price specified in the Quotation. Prices quoted for imported items are based on the rate of exchange, customs duty and other taxes prevailing at the time of quotation. In the event of any change in rate of exchange, customs duty and other taxes, the Seller shall, without prior approval of the Buyer, invoice the Product at the revised price. Packing shall be charged at cost and the same shall be nonrefundable.
4. Any cancellation of the orders or contracts or advices regarding delay in delivery of the Product ordered by the Buyer on any ground or reason whatsoever shall not be valid unless accepted by the Seller in writing to that effect.



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5. Unless otherwise expressly agreed to by the Seller, the Product will be delivered in one lot or in suitable lots as per the Seller's Delivery Schedule, which must be paid as per agreed terms of payment specified in the Quotation.
6. The Seller's responsibility ceases, if not accepted in writing otherwise, as soon as the title to 'Product' passes to Buyer as per contract and on providing the Services.
7. Unless otherwise agreed, the time of delivery is calculated from the date of receipt and acceptance of technically and commercially clear order by Seller. Although every effort will be made on Seller's part to honor the promised delivery time, the Seller accepts no penalty clause on account of delays in delivery. Without being liable to pay indemnity the Seller reserves the right to cancel the contract of purchase entirely or in part to extend the delivery time, in case of force majeure.
8. Rejection/Discrepancies, if any, should be intimated in writing to United Bearing Co. (UBC) within 5 days from the date of receipt of goods by the buyer. No replacements or acceptance of rejection will be done if done later than 5 days or if done verbally. UBC on receipt of the intimation of rejection will arrange for inspection of Product either at Buyer's place or at UBC's offices at the option of UBC. If satisfied that the defects are solely on account of the defective materials and/ or defective workmanship, then UBC will contact its Principals in writing, and ONLY on acceptance by our Principals, will give full credit for finally rejected Product provided such Product have been received by the UBC at its warehouse at the cost of Buyer, unless otherwise agreed in writing.
9. Notwithstanding anything stated elsewhere, damage, breakdown, shortage or pilferage in transit or otherwise, no payment due to the Seller or any part thereof shall be withheld, deducted, adjusted unless specifically agreed to by the Seller in writing.
10. The manufacturer's warranty only shall be applicable, and in no case later than 12 months after delivery of the same. There are no warranties which extend beyond that given by the manufacturer.



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- a) The warranty does not cover damages or defects due to outside action, lack of care, overload, unsuitable lubricant, natural wear, incorrect choice of bearings, faulty mounting, improper use, faulty maintenance, design stipulated or specified by the Buyer, faulty repair by the Buyer or ordinary wear and tear or deterioration or any other circumstances beyond Seller's control.
- b) If any of the products that the Seller sells malfunctions under the Manufacturer's warranty, the proper course of action is for the Purchaser to bring the product into the store, and seller will send it to the manufacturer. Seller assumes no responsibility for the warranty.
- c) The Seller expressly disclaims any representations and warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose other than those given and implied by the manufacturers or our principals.

11. Limitation of Liability:

- a) The Seller shall not be responsible for any loss suffered by the Buyer by reason of late delivery of Product, defective material or workmanship of the Product and the Seller shall also not be responsible for loss or damage arising out of the improper use of Bearing.
- b) The Seller shall not be liable for loss of production, loss of profit, loss of use, loss of contracts or for any consequential, economic or indirect loss whatsoever.
- c) The Seller shall not be liable for any damage to property caused by the Product after they have been delivered and whilst they are in the possession of the Buyer. Nor shall the Seller be liable for any damage to products manufactured by Buyer, or to products of which the Buyer's products form part. If the Seller incurs liability towards any third party for such damage to property as described in the preceding paragraph or any indirect and consequential damages related thereto, the Buyer shall indemnify, defend and hold the Seller harmless.



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12. Notwithstanding anything contained in the order acknowledgement by the buyer , the general conditions of the Seller attached to the quotations as stipulated above and/or with the invoice shall prevail and be binding on the buyer.
13. The contract and/ or order and/ or all the terms thereof shall be governed by the Indian laws and courts at Chennai which will have exclusive jurisdiction to entertain and try any action or proceeding in relation to the quotation/ contract. In any case or terms or conditions not determined by this document, then only in those cases standard terms and conditions apply.

In case of any disputes, the matter shall be referred to a single arbitration in case of the parties (the seller or buyer) agree upon one, otherwise to two arbitrators, one to be appointed by each parties to the dispute in accordance with the and subject to the Arbitration Act 1940, or any statutory notification to thereof for the time being in force.

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