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INLAND HAULAGE CHARGES TO ICD UNDER BUYER'S ACCOUNT, EMPTY CONTAINERS TO BE RETURNED AT THE SAME ICD.
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IN 38 X 20FT DRY CONTAINERS, MIN. AVERAGE 27 MT PER CONTAINER
THE LOADING WEIGHT PER CONTAINER SHOULD NOT BE LESS THAN THE AGREED WEIGHT & THE TOTAL WEIGHT INCLUDING THE CONTAINER WEIGHT SHOULD NOT EXCEED 30MT OTHERWISE THE BUYER RESERVES THE RIGHT TO DEBIT THE EXTRA CHARGES TO THE SELLER
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MSC / MAERSK / SAFMARINE
THE SHIPMENT SHOULD BE VIA MUNDRA ONLY. SHIPMENTS MADE VIA PIPAVAV OR NHAVA SHEVA WILL NOT BE ACCEPTABLE. IN CASE THE SELLER WANTS TO USE ANY OTHER SHIPPING LINE THEN IT SHOULD BE CLEARLY DISCUSSED AND AGREED BY BOTH THE PARTIES IN WRITING
FOR EACH SHIPMENT THE SELLER SHOULD SEND THE COMPLETE LOAD LIST TO THE BUYER INCLUDING ALL THE DETAILS LIKE CONTAINER NOS, SEAL NOS, INDIVIDUAL WEIGHTS, NAME OF THE SHIPPING LINE, ETD, ETA, VESSEL NAME ETC BEFORE SAILING OF VESSEL. THE BUYER WILL ACCEPT THE MAIN LINERS BL ONLY. THE AGENTS/FORWARDERS BL WILL NOT BE ACCEPTABLE. MAXIMUM 20 CONTAINERS ALLOWED IN ONE BL. IF MORE THAN 20 CONTAINERS ARE SAILING IN THE SAME VESSEL, THEN THE BL SHOULD BE SENT ACCORDINGLY
N/A
N/A
N/A
THE WEIGHT SHORTAGE SHOULD NOT BE MORE THAN 0.5% AT THE TIME OF DISCHARGE.
THE WEIGHT SHORTAGE IS BASED ON THE DIFFERENCE BETWEEN PACKING LIST WEIGHTS & OUR WEIGHBRIDGE RECORDED WEIGHTS AT THE TIME OF UNLOADING.
THE IMPURITIES (DUST / RUBBER / PLASTIC / SLAG ETC) SHOULD NOT BE MORE THAN 0.5% AT THE TIME OF DISCHARGE
SUPPLIER'S REPRESENTATIVE SHOULD BE PRESENT AT THE TIME OF DELIVERY FOR INSPECTION OF MATERIAL & THE REPRESENTATIVE SHOULD POSSESS THE AUTHORITY TO SIGN THE INSPECTION PROFORMA AND FINAL THE QUALITY REPORT ON THE SPOT ITSELF. IN CASE THE REPRESENTATIVE IS NOT AVAILABLE, THEN THE SUPPLIER WILL HAVE TO AGREE TO THE FINAL QUALITY REPORT SENT BY THE BUYER
IF QUALITY PROBLEM ARISES, THEN THE ABOVE MENTIONED / AGREED TOLERANCE OF WEIGHT & IMPURITIES WILL BE APPLICABLE. THE CLAIMS WILL BE ACCORDING TO THE FINAL QUALITY REPORT AND WILL BE CALCULATED AS FOLLOWS:
FOR DUST / IMPURITIES / SLAG / SKULL / STONES ETC – TOTAL IMPURITIES X TOTAL RATE (UNIT PRICE + LOCAL CHARGES AT THAT TIME)
SELLER MAY ALSO DISCUSS THE LOCAL CHARGES AT THE TIME OF CONTRACT, IN ORDER TO AVOID ANY MISUNDERSTANDING.
FOR LOW GRADE / SUB GRADE MATERIAL'S – TOTAL QUANTITY OF SUB GRADED MATERIAL X DIFFERENCE IN THE RATE.
THE FINAL CLAIM AMOUNT DECIDED BY BOTH THE PARTIES JOINTLY SHOULD BE SETTLED EITHER IN THE NEXT INVOICE OR THROUGH A TELEGRAPHIC TRANSFER BUT MAXIMUM WITHIN FIVE WORKING DAYS.
ANY CONFUSIONS REGARDING THE ABOVE SHOULD BE CLARIFIED AT THE TIME OF CONTRACT SIGNING ITSELF.

IF THE DATE OF SHIPMENT EXCEEDS FROM THE GIVEN LAST DATE OF SHIPMENT OF THE CONTRACT THEN THE BUYER HAS THE RIGHT TO IMPOSE A PENALTY OF USD 10 PMT FOR LATE SHIPMENT. THE BUYER ALSO RESERVES THE RIGHT TO CHANGE THE CONTRACT PRICE ACCORDING TO THE CURRENT PREVAILING RATE OF THE BUYER'S MARKET FOR THE MATERIAL ON THAT DAY. THE CURRENT RATE WILL BE APPLICABLE FOR THE DAY ON WHICH THE

~~PACKING LIST IS RECEIVED BY THE BUYER.~~
ALL SCRAP SHALL BE SAFE FOR NORMAL USE BY THE BUYER AND SHALL BE FREE FROM ALL TYPES OF EXPLOSIVES AND/OR DANGEROUS MATERIALS SUCH AS BOMBS, AMMUNITION, GAS CYLINDERS AND RADIOACTIVE MATERIALS, ~~RADIOACTIVE WASTE OR GAS ETC~~

ALL SCRAP SHALL ALSO EXCLUDE AND BE FREE FROM ANY ORDNANCE MATERIALS, WEAPONS OR ANY PART THEREOF. ANY SUCH MATERIALS ORIGINATING FROM THE ARMY, NAVY AND/OR AIR FORCE DEPOTS, STORAGE AREAS OR ARSENAL SHALL BE CONSIDERED AND/OR DEEMED TO BE ~~EXPLOSIVE AND/OR DANGEROUS MATERIALS~~

THE SELLER SHALL BE SOLELY LIABLE FOR ANY COSTS, DAMAGES AND/OR ANY LEGAL LIABILITIES ARISING FROM THE EXISTENCE AND PRESENCE OF ANY SUCH SUBSTANCE CONSIDERED AS AND/OR DEEMED TO BE EXPLOSIVES AND/OR DANGEROUS SUBSTANCES AND/OR RADIOACTIVE AND ALSO FOR ANY INJURY, LOSS/DAMAGE CAUSED BY SUCH EXPLOSIVE AND/OR DANGEROUS RADIOACTIVE SUBSTANCES. THE SELLER SHALL ALSO BE FULLY RESPONSIBLE FOR THE IMMEDIATE REMOVAL AND/OR DISPOSAL OF THESE MATERIALS AS PER LAWS OF INDIA AT THE SELLER'S SOLE RISK AND EXPENSE AND INDEMNIFY THE BUYER FOR THE COST OF ARISING THERE FROM.

IN THE EVENT THE SELLER REFUSES TO ASSIST IN THE REMOVAL AND/OR DISPOSAL OF SUCH EXPLOSIVE AND/OR DANGEROUS AND/OR RADIOACTIVE MATERIALS, THE BUYER MAY IN ITS SOLE DISCRETION REMOVE OR DISPOSE THE SAME AT THE SELLER'S COST. THE SELLER SHALL REIMBURSE AND INDEMNIFY THE BUYER FOR ALL COSTS INCURRED THERETO AND SUCH MONIES SHALL BE DEEMED AS A DEBT DUE AND PAYABLE FROM THE SELLER ~~TO THE BUYER UPON THE BUYER'S DEMAND.~~

THE SELLER SHALL BE SOLELY LIABLE FOR AND SHALL INDEMNIFY AND KEEP INDEMNIFIED THE BUYER ,THEIR OFFICERS, SERVANTS, EMPLOYEES, AGENTS, SUB-CONTRACTORS, INDEPENDENT CONTRACTORS FOR ANY LOSS, INTERESTS, DEMANDS, COSTS, CLAIMS AND PROCEEDINGS IN RESPECT OF DEATH OR INJURIES OR DAMAGE OR DESTRUCTION TO ANY PERSON OR ANY PROPERTY MOVABLE OR IMMOVABLE CAUSED DIRECTLY OR INDIRECTLY BY THE PRESENCE OF EXPLOSIVE DANGEROUS MATERIALS IN THE COMMODITY.

FOLLOWING DOCUMENTS WILL BE REQUIRED

SIGNED COMMERCIAL INVOICE IN THREE ORIGINAL & THREE COPIES.

PACKING LIST ISSUED BY THE BENEFICIARY / SUPPLIER SHOWING NET WEIGHT, CONTAINER NUMBER AND SEAL NUMBER FOR EACH CONTAINER.

FULL SET OF THREE ORIGINAL AND THREE NON-NEGOTIABLE COPIES OF "SHIPPED ON BOARD", MARKED "FREIGHT PREPAID" OCEAN BILLS OF LADING, MADE OUT TO ORDER AND BLANK ENDORSED AND NOTIFY APPLICANT WITH IEC CODE: 3006007336 & GSTIN: 03AADCM6458N1Z4.

B/L TO SHOW MINIMUM 14 DAYS FREE PERIOD AT PLACE OF DELIVERY ALTERNATIVELY A SEPARATE CERTIFICATE FROM THE SHIPPING LINE OR ~~THEIR AGENT TO THIS EFFECT WILL ALSO BE ACCEPTABLE.~~

CERTIFICATE OF ORIGIN UK / NETHERLANDS / BELGIUM ISSUED BY BENEFICIARY / SELLER.

CERTIFICATE ISSUED BY BENEFICIARY / SELLER CERTIFYING THAT THE CONSIGNMENT DOES NOT CONTAIN ANY TYPE OF ARMS, AMMUNITION, MINES, SHELLS, CARTRIDGES OR ANY OTHER EXPLOSIVE MATERIAL IN ANY FORM, EITHER USED OR OTHERWISE

PRE SHIPMENT INSPECTION CERTIFICATE SHOULD BE UNDER MADHAV ALLOYS PVT LTD (SMS DIVISION) VILL. AKALGARH, AMLOH - BHADSON ROAD NEAR TOLL PLAZA, DISTT. PATIALA PUNJAB, INDIA ISSUED BY AN INDEPENDENT INSPECTION AGENCY APPROVED BY DGFT OF INDIA (PER THE PREVAILING FOREIGN TRADE POLICY) STATING THAT THE CONSIGNMENT DOES NOT CONTAIN ANY TYPE OF ARMS, AMMUNITION, MINES, SHELLS, CARTRIDGES, OR ANY OTHER EXPLOSIVE MATERIAL IN ANY FORM, EITHER USED OR

OTHERWISE
"FORM 6" DULY FILLED & SIGNED BY BENEFICIARY / SELLER.

CERTIFICATE ISSUED BY THE SHIPPING COMPANY / SHIPPING COMPANY AGENT THAT THE VESSEL IS REGISTERED WITH AN APPROVED CLASSIFICATION SOCIETY AS PER INSTITUTION CLASSIFICATION CLAUSE AND MAINTAINED EQUIVALENT TO LLOYDS 100 AL AND THE VESSEL IS SEA WORTHY.

N/A

THIS CONTRACT SHALL CONSTITUTE ENTIRE BINDING AGREEMENT BETWEEN BUYER AND SELLER. NO TERMS OR CONDITIONS OTHER THAN THOSE STATED HEREIN AND NO AGREEMENT/UNDERSTANDING ORAL OR WRITTEN, IN ANY WAY PURPORTING TO MODIFY THESE TERMS AND CONDITIONS SHALL BE BINDING ON BUYER OR SELLER UNLESS AGREED TO, IN WRITING. ANY KIND OF ALTERATIONS IN THE CONTRACT ARE NOT ALLOWED. IF ANY ALTERATION IS MADE BY THE SUPPLIER IN THE CONTRACT OR ANY OF ITS CLAUSES, THE SAME SHOULD BE AGREED BY US AND IN THAT CASE, A REVISED CONTRACT SHOULD BE ISSUED WITH THAT EFFECT OTHERWISE THE BUYER WILL ONLY FOLLOW ITS ORIGINAL CLAUSES.

IN THE EVENT OF ANY CONTROVERSY, DISPUTE OR DIFFERENCE ARISING OUT OF OR IN CONNECTION WITH OR IN RELATION TO ANY TERMS OF THIS AGREEMENT, BOTH PARTIES SHALL ENDEAVOUR TO SETTLE SUCH DISPUTE OR DIFFERENCE BY NEGOTIATION BETWEEN THE PARTIES WITHIN 07 (SEVEN) DAYS, OR SUCH EXTENDED TIME AS MAYBE PROVIDED BY THE COMPANY FROM TIME TO TIME, FAILING WHICH, SUCH DISPUTE OR DIFFERENCE SHALL BE REFERRED TO ARBITRATION BY THE SOLE ARBITRATOR TO BE APPOINTED BY MADHAV ALLOYS. THE AWARDS PASSED BY THE SAID SOLE ARBITRATOR SHALL BE FINAL AND BINDING ON BOTH PARTIES. THE SEAT OF ARBITRATION SHALL BE AT LUDHIANA, PUNJAB, INDIA. THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES LAID DOWN BY THE INDIAN COUNCIL OF ARBITRATION AND THE ARBITRATION AND CONCILIATION ACT, 1996 OR ANY STATUTORY MODIFICATION OR RE-ENACTMENT THEREOF. IT IS AGREED THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF INDIA AND THE COURTS OF LUDHIANA, PUNJAB, INDIA SHALL HAVE THE EXCLUSIVE JURISDICTION.

BUYER SHALL NOT BE LIABLE OR RESPONSIBLE TO SELLER, NOR SELLER TO BUYER, FOR ANY DELAY OR FAILURE IN PERFORMANCE DUE TO A FORCE MAJEURE OCCURRENCE, WHERE SUCH A FORCE MAJEURE OCCURRENCE IS STRICTLY DEFINED AS AND LIMITED TO STRIKES, ACTS OF GOD, GOVERNMENT RESTRICTIONS (INCLUDING PROHIBITIONS ON IMPORT AND EXPORT), ENEMY ACTION, CIVIL COMMOTION, FIRE, UNAVOIDABLE CASUALTY, OR ANY OTHER CAUSE OF THE TYPE OR KIND SPECIFICALLY STATED AS AFORESAID WHICH IS BEYOND BUYER'S OR SELLER'S REASONABLE CONTROL, NOTWITHSTANDING WHETHER SUCH CAUSE OF DELAY OR FAILURE IS OPERATIVE DURING THE TIME OF MAKING THE CONTRACT. ANY DELAY OR FAILURE IN PERFORMANCE BY BUYER OR SELLER BY REASON OF PRICE VARIATIONS IN FERROUS SCRAP MARKET SHALL NOT CONSTITUTE A FORCE MAJEURE OCCURRENCE FOR THIS CONTRACT. IF A FORCE MAJEURE OCCURRENCE AS STATED ABOVE EXCEEDS THIRTY (30) DAYS, THE PARTY NOT CLAIMING EXCUSE UNDER THIS PROVISION MAY CANCEL THE QUANTITY INVOLVED.