

ENCO TOOLS & EQUIPMENTS- MUMBAI, General Terms and Conditions of Sale and Supply.

1. Scope of validity, exclusive validity

- 1.1 Offers made by and goods and services supplied by ENCO TOOLS & EQUIPMENTS shall be subject exclusively to the following terms and conditions. By concluding their first contract / transaction / order, ENCO TOOLS & EQUIPMENTS and its Customer agree that the terms and conditions shall also govern all subsequent transactions including any transactions concluded orally and in particular by telephone. The Customer's own purchasing terms and his other terms and conditions shall apply only inasmuch as they do not contradict the following terms and conditions. This shall also apply when we unreservedly supply goods or services to the Customer in the knowledge of contrary or varying terms and conditions used by the Customer.
- 1.2 Any divergence from these General Terms and Conditions of Sale and Supply is valid only if they are also included in writing in the order acknowledgement.
- 1.3 These General Terms and Conditions of Sale and Supply shall also apply when Customer's are buying goods on their verbal orders either over telephone or verbally informed to our salesmen and Customer representative receives goods signing on ENCO TOOLS & EQUIPMENTS Tax Invoice / Challan or if goods delivered to them by Courier and ENCO TOOLS & EQUIPMENTS having possession of Customer's representative signature on ENCO TOOLS & EQUIPMENTS Tax Invoice / Challan, or a Courier A.W.B. / POD copy duly acknowledged by Customer's firm / Organization.
- 1.4 Disputes- if any shall be subject to Mumbai Jurisdiction only.

2. Offers, contractual documentation, conclusion of the contract.

- 2.1 Any offers made by ENCO TOOLS & EQUIPMENTS are subject to change. Pricing, photographic and typographical errors are subject to correction. A contract shall be formed only when the order has been acknowledged by ENCO TOOLS & EQUIPMENTS.
- 2.2 The details given in offers, brochures and other written material (illustrations, drawings, specifications on performance, weights and measurements etc.) are only to be considered approximations. Notwithstanding any express agreement to the contrary, such details do not constitute warranted characteristics.
- 2.3 Due to constant development work at manufacturer's end, manufacturer's reserves the right to change dimensions and other technical specifications as well as the range of products, without any prior notice.

3. Prices

- 3.1 Unless specified, quoted prices are valid only for 30 days from the date of quotation.
- 3.2 All prices are stated each per piece unless specifically marked against sale of promotional kits. These prices are stated exclusive of packaging, freight and insurance costs and also exclusive of VAT / CST at the statutory rate in force on the invoice date.
- 3.3 Prices are based on the current price list of our principal / manufacturer and are based on prevailing rates of taxes, duties, excise, levies, freights etc. thereon. Enhancements therein, if any may increase the cost. Therefore we reserve the right to charge the price valid at the time of supply unless & until mutually agreed upon.
- 3.4 Discounts marked in the quotations are as per the current sales quarter's promotion schemes from our principal and these discounts / special promotional prices may vary in subsequent sales quarter as per the revised / valid promotion schemes released by our principal for the particular sales quarter.
- 3.5 Discounts marked in quotation are also valid only for the particular product category and minimum order quantity (MOQ) quoted for the particular item.

4. Payment Terms, Credit Policy.

- 4.1 Our normal agreed credit period is as follows and as mentioned in our Tax Invoice / Challan under Payment Terms is only applicable. Our credit period is
- 4.2 Agreed credit period / payment terms will be for particular contract / order / transaction only and will subject to change by our credit control department based on customer's payment history.
- 4.3 ENCO TOOLS & EQUIPMENTS accepts Visa, Master, American Express Credit Cards, Cash (also refer 4.4), Bank Pay Orders, Demand Drafts-Payable at Mumbai, TT, we also accept company cheques and for the customer's who are not registered under ENCO TOOLS & EQUIPMENTS open credit accounts, the supplies will be effected only on the realization of the cheque amount.
- 4.4 Businesses wishing to purchase on open credit terms must submit a completed credit application to ENCO TOOLS & EQUIPMENTS for review. Ask our office to fax or mail a credit application form to you or download from Enco web www.encotools.in you should complete and return the credit application to ENCO TOOLS & EQUIPMENTS for review. The review process is dependent upon the information provided on the application, and may take as long as four weeks, depending upon how quickly your bank and trade references respond to our enquiries. Completion of ENCO TOOLS & EQUIPMENTS credit application does not guarantee or imply approval for purchase on open credit terms. Approval and credit limit are dependent upon the information we receive from your bank reference and / or trade references of each customer / business requestor.
We are unable to process applications with missing or incomplete information, so please be thorough and accurate!
Our Credit Team will review your completed application upon receipt and advise you via mail / fax regarding our decision, the status of your account, and any applicable credit limit.
Meanwhile, we recommend making your purchase using an alternate payment method, such as credit card, bank pay order or demand draft-payable at Mumbai, TT, and cash. We do not allow cash transaction for any purchase over Rs.20,000/- and cash transaction is valid only if the ENCO TOOLS & EQUIPMENTS Tax Invoice has a revenue stamp on it and signed by ENCO TOOLS & EQUIPMENTS authorized signatory who has signed that particular Tax Invoice.
- 4.5 Timely payment is of the essence of transaction and the transaction through our Tax Invoice is entered into on the clear understanding that the buyer / customer / purchaser agrees to make the payment not withstanding any dispute or counter-claim. In case of delay in the payment for any reason from the buyer / customer / purchaser from the agreed credit period or if the buyer / customer / purchaser dishonors any cheque accepted by ENCO TOOLS & EQUIPMENTS then ENCO TOOLS & EQUIPMENTS shall without prejudice to any other rights to be entitled:
 - a) to demand immediate payment of all outstanding accounts.
 - b) to withhold delivery of all goods or supplies relating to as yet unfulfilled contracts / orders. If the customer is not willing to make payments on a reciprocal and simultaneous basis.
 - c) to cancel all future extensions of open credit and all further business will be effective only on realization of cheque payments against our proforma invoice, or through credit cards, or against receipt of bank pay orders, demand draft-payable at Mumbai, TT, Cash or dispatch documents through bank.
 - d) ENCO TOOLS & EQUIPMENTS shall also entitled to impose an interest charge as damage caused by delayed payment at the rate of 22% per annum on all outstanding amount from the date of default. Furthermore, ENCO TOOLS & EQUIPMENTS is entitled to claim from the buyer / customer / purchaser all legal expenses incurred for the recovery of outstanding.
 - e) to assert all rights with regard to retention of title (point number 9)
- 4.6 All bank charges at your end will be borne by you.

5. Delivery and delivery schedules, delivery by ENCO TOOLS & EQUIPMENTS

- 5.1 All ex-stock delivery is always subject to prior sale.

- 5.2 Orders placed by 4.00 p.m. Monday- Friday & up to 2.30 p.m. on Saturday can be shipped on the same day. Same day shipping applies to ex stock available items, shipping by courier to ENCO TOOLS & EQUIPMENTS regular customer's who are registered for an open credit account, and if the customer's account is clear for invoicing. Also refer 5.5
- 5.3 Hand delivery is possible only in case of bulk consignment and deliveries within Mumbai; Thane & Navi Mumbai area to the Customer's registered in ENCO TOOLS & EQUIPMENTS open credit account.
- 5.4 The delivery period quoted is given in good faith and we shall not be held responsible for delays which are due to circumstances beyond our control. The delivery period as mentioned in quotation shall be deemed to commence after the receipt of technically and commercially clear purchase order with us including the approval of drawings, if any, to enable us to process the items further in our supply schedule.
- 5.5 Delivery promises in quotation or verbal over phone is not guaranteed and will be extended by any delays occasioned by causes beyond our control including (a) computer or electronic interruptions, mechanical or electrical breakdowns, power cuts, strike or lockout, fire or any accident at works or during transit or other consequence of war or riot or political or other disturbances, severe weather conditions, act of God, or any other forces beyond our reasonable control. (b) Delay in inspection and / or approval of goods offered for inspection as per order terms. (c) Non compliance with the terms of payments. (d) Delay has occurred in transit after handling over the goods to the carriers/ transporters/ courier / your personal representative has pick the delivery from ENCO TOOLS & EQUIPMENTS sales office, irrespective of the delivery terms agreed at buyer end.
- 5.6 A delay in supply shall not entitle the customer to cancel his order. We can not be held liable either for any direct or indirect damages or penalties arising from such delays, including the liquidated damages.
- 5.7 Part deliveries are to be accepted by you at all the times.

6. Passage of risks and acceptance of goods.

- 6.1 Goods are supplied ex-godown Mumbai at the Customer's own risk and expense.
- 6.2 Risk shall pass to the Customer and we do not hold ourselves responsible for any damage, or shortage that may occur after the goods are received by the Customer's representative signing on ENCO TOOLS & EQUIPMENTS Tax Invoice / Challan in case of the goods collected personally by the Customer's representative from our sales office, or alternatively when the goods are delivered by ENCO TOOLS & EQUIPMENTS delivery person at the Customer's premises and has obtained goods received signature and / or rubber stamp either at Customer's Security Gate or Stores or Purchase or end user in shop floor on ENCO TOOLS & EQUIPMENTS Tax Invoice / Challan, or alternatively when the goods are delivered to the courier / transporter / shipping agent and a clean courier A.W.B. / POD copy / Lorry Receipt has been obtained by ENCO TOOLS & EQUIPMENTS.
- 6.3 The Customer's shipping instructions shall be binding on ENCO TOOLS & EQUIPMENTS only if they have been acknowledged specifically in writing by ENCO TOOLS & EQUIPMENTS.
- 6.4 Being a shop floor consumable item and are very critically required by the Customer's shop floor to complete their production target on time in case of urgency and on the request of Customer's shop floor manager / engineer ENCO TOOLS & EQUIPMENTS unreservedly supply goods to the Business registered under ENCO TOOLS & EQUIPMENTS open credit account, and in such cases it is the sole duty of end user, Customer's shop floor manager / engineer to regularize such purchases made by them with Customer's stores, accounts and other departments and to clear ENCO TOOLS & EQUIPMENTS Tax Invoice for the payments.
- 6.5 Insurance shall have to be arranged by Customer.

7. Obligations to inspect goods and to give notifications of shortage, wrong supply.

- 7.1 If desired and if agreed in contract, inspection will be carried out at our premises by your representative prior to dispatch within 7 days from the date of our inspection intimation. This inspection will be visual only and done at your cost.
- 7.2 Any discrepancy in supplies such as- (a) Excess Supply (b) Wrong Supply (c) Conditions of packing etc. should be brought to the notice of us in writing within 48 hours in case of local Mumbai, Navi Mumbai and Thane deliveries, and within 7 days from the arrival of goods at destination for outstation Customer's. Any delay in the cases as mentioned above will not be entertained.
- 7.3 We are not responsible for any loss or damage occurred to the Customer if the product is- altered, modified, or abused by Customer's. Not following the user guide / machining instructions provided in the manufacturer's catalogue. We are also not responsible for the variations in tool life or breakage of tools because of the variations in Customer's job material- properties, hardness, tensile strength, machine ability factor , poor conditions of the basic tool holders and it's spares / accessories, poor set up rigidity, poor conditions of coolant and chip evacuation, improper conditions of machines & erratic behavior of the electronic controls, slides, turret etc, and poor tool or job fixtures, selection of wrong speeds, feeds & depth of cuts by the customer's, extensive/ prolong utilization of the cutting edge and resulting breakage of tool / holders etc.
- 7.4 We recommend Customer's to refer the user guide / machining recommendations given in manufacturer's catalog and follow the basic machining and safety principle.
- 7.5 Goods once sold to the Customer against their order will not in any case taken back by us or will not be replaced with that of any other material specifications or items. We request Customer's to be very specific for their selection of Right Hand-Left Hand- Neutral style of tools, shank sizes, tool tapers, geometry and grades of tools etc. at the time of ordering.
- 7.6 Any disputes regarding ENCO TOOLS & EQUIPMENTS Tax Invoice should be communicated to us in writing within eight days from the date of Invoice, failing which the Tax Invoice treated as accepted.

8. Information's

- 8.1 Our business hours are from 10.00 am to 6.00 pm Monday through Saturday.
- 8.2 Our correspondence address for sending your enquiries, purchase orders, payments is ENCO TOOLS & EQUIPMENTS, Bal Vinayak Compound, Gamdevi Road, Bhandup (West), Mumbai- 400 078.
- 8.3 You can contact us for any enquiries, orders, clarifications, information's on our Company telephone numbers: 022- 2595 7531, 2596 0339, Fax: 022- 2595 1887. Email: enco@vsnl.com info@encotools.in
- 8.4 For any technical support, please get in touch with us on 098211 34483, or Email us on enco@vsnl.com , info@encotools.in or Fax: 022- 2595 1887
- 8.5 Our Bankers: Union bank Of India-Tejpal Scheme Branch, Mumbai-57
- 8.6 Full payment receipts is subject to further claims of 'Taxes / Forms'
- 8.7 Cheque receipts would be valid only on realization.

9. Retention of title

- 9.1 ENCO TOOLS & EQUIPMENTS retain title to the goods delivered to the Customer until payment has been made in full. The retention of title shall also apply to all claims existing at the time the contract was concluded.

10. Place of Jurisdiction.

- 10.1 Disputes, if any shall be Subject to Mumbai Jurisdiction only. However, ENCO TOOLS & EQUIPMENTS also be authorized to file suits in the city where the delivered goods are stored.