

GENERAL TERMS&CONDITIONS OF PURCHASE WITH AIMS OXYGEN PVT LTD



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1. Legitimacy-

- a) This agreement is between **AIMS Oxygen Pvt Ltd** with registered office at 4th Floor, AIMS Prospero, Atladara-Padra Road, Atladara, Vadodara, Gujarat-390012 and herewith also called as “**AOPL**” and past, current and future business associates inclusive but not exclusive like sellers or service providers or vendors here in after also called as “Suppliers” and jointly called as “Parties”
- b) Our Terms and Conditions of Business shall apply exclusively. Terms and Conditions of the Supplier contradictory to or deviating from our Terms and Conditions of Purchase shall not be recognized
- c) Our Terms and Conditions of Purchase shall also apply for all future business with the Supplier
- d) Terms and Conditions shall apply for services which also include repair and servicing work, with the relevant legal provisions applying in the aforesaid cases

2. Placement and delivery of Orders-

- a) Orders are subject to change with prior notice
- b) Seller shall deliver the Goods and/or perform the Services at the delivery point (the “Deliver Location”), and on the dates(s) specified in this Order (the “Deliver Location”). If no delivery date is specified, Seller shall deliver in full within a reasonable time of receipt of the Order. Timely delivery is of the essence. If Seller fails to deliver the Goods or Services in full, on the Delivery Date, Buyer may terminate the Order immediately and Seller shall indemnify Buyer against any losses, damages, and reasonable costs and expenses attributable to Seller’s failure to deliver
- c) An order shall only be binding if it was issued in writing, or by any other telecommunication means; telephonic orders shall only be binding if they are subsequently confirmed by AOPL in writing. The Supplier must send an order confirmation. Any possible additional agreement must be subsequently confirmed in writing by AOPL, whereby an e-mail is sufficient
- d) All orders shall be governed by these General Terms and Conditions of Purchase. If general terms and conditions of business of the Buyer are contradictory to the General Terms and Conditions of Purchase of AOPL, the General Terms and Conditions of AOPL shall apply unless this is refuted by the Buyer in writing within said number of days of receipt of the order in writing, by an e-mail. The transmission of other general terms and conditions of business or any other reference to Buyer’s General Terms and Conditions of Business shall not suffice. Any contradiction is invalid if the Buyer commences with the exclusion of the order and if it has notified this to AOPL. If there is a quality assurance agreement, or an individual agreement, these shall at all events have priority if they deviate from the Terms and Conditions of AOPL or the general terms and conditions of the Buyer

3. Confidentiality –

- a) All non-public, confidential, or proprietary information of the Buyer, including, but not limited to, specifications, samples, patterns, designs, plans, documents, data, business operations, pricing discounts or rebates, Disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic, or other form of media, and whether marked, designated or otherwise identified as “confidential”
- b) All documentation is the sole property of AOPL
- c) Third parties may only disclose business and operating confidences with the express prior consent of AOPL
- d) The aforesaid secrecy obligation shall also apply after the end of the respective delivery contract. In particular, the Supplier may not use this knowledge for his own manufacturing or for deliveries to competitors of AOPL. AOPL reserves all rights in this respect (amongst others, in the case of a patent registration or a utility patent registration)

4. Price & Payment: -

Seller may not increase prices after acceptance. Seller shall provide Buyer with pricing and terms which are not less favorable than those extended to other purchasers. If Seller reduces its price, Seller shall reduce Buyer price. Accordingly, the price on the order is complete and no additional surcharges or taxes may be added. Unless otherwise specified in an order or agreed in writing by the parties, payment terms are net 30 days from Buyer's Receipt of Seller's invoice and Invoicing may occur only after shipment

5. Compliance with Law: -

Seller shall in the fulfillment of this Purchase order comply with all applicable federal, state, and local laws, rules, orders, and regulation of the

6. Preliminary Work :-

Unless otherwise agreed, preliminary work on drafts, calculations and offers, etc., shall remain free of charge for AOPL even if no order is placed

7. Partial Invalidity of the Terms and Conditions of Purchase

If individual provisions of the present Terms and Conditions of Purchase are or become invalid, the validity of the other provisions shall not be affected thereby. Invalid provisions shall be replaced by valid provisions which come closest to the original intention of the invalid provision

8. Miscellaneous: -

Seller shall not assign, transfer, delegate, or subcontract any of its rights or obligations under the Order without Buyer's prior written consent. Any purported assignment or delegation in violation of this Section shall be null and void. No modification, alternation or amendment of the Order shall be binding unless agreed to in writing and signed by Buyer