

GENERAL TERMS & CONDITIONS OF BUSINESS WITH AIMS OXYGEN PVT LTD



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1. General / Scope of Applicability-

- 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 Buyers or customers or recipients of products and services directly or indirectly, etc here in after also called as “**Buyer**” and jointly called as “**Parties**”
- b) These Terms and Conditions of Business apply for all current and future business relationships starting from the intent to do business via verbal, telephonic, written communication on any platform
- c) Unless their validity has been specifically agreed in writing, any deviating, contradictory or supplementary general terms and conditions of business of the Buyer shall not constitute part of the contract even if we are aware of them
- d) These General Terms and Conditions of AOPL shall also apply even if AOPL executes delivery to the Buyer without reservation in knowledge of contrary or deviating general terms and conditions of the Buyer

2. Offer / Offer Documents-

- a) Offers are subject to change without notice
- b) Insofar as there are essential increases in the prices for raw materials, wages, taxes, government levies, public duties and / or difficulties from laws and / or legally binding regulations of another kind until execution of the order, which has proven have an essential influence on the offer calculation of AOPL then AOPL is entitled to charge a reasonable surcharge or revise the price deemed necessary
- c) AOPL shall reserve the property rights and copyrights to illustrations, calculations, and any other documents; they may not be made available to any either party. This shall particularly apply in the case of written documents which are marked as “confidential”. Any onward transmission to third parties shall require the express written consent of AOPL. These documents are to be returned to AOPL free of charge without request as soon as they are no longer required. The buyer shall be liable for loss and damages. Upon request these objects / documents are to be always handed over. The buyer is not entitled to a right of retention thereto. Documents / objects are to be stored safely and may not be reproduced without the prior written consent of AOPL. In case of objects / documents, to which property rights exist for the benefit of AOPL and / or which are owed as business / trade secrets the buyer is only permitted the use explicitly allowed by AOPL insofar as certain types of use are not also permitted to all third parties.

3. Scope of Deliveries-

- a) The Buyer is obliged to state the individual specification of the delivery product in question in its order, based on the specific type of use which is envisaged together with all technically relevant matters and considerations. If such details are not transmitted by the Buyer or if the relevant details are incomplete, the general product information of AOPL shall apply in addition
- b) The written order confirmation by AOPL shall be authoritative for the contents and scope of delivery. If a contract is concluded based on an offer of AOPL with a corresponding time limit, the contents of the offer of AOPL shall be authoritative for the contents of the contract. Ancillary agreements and amendments shall require a written confirmation by AOPL

- a. During the delivery deadline, the construction or form may be amended in the interests of technical improvement required by law, unless such amendments constitute a significant alteration of the item to be delivered or the delivery agreed upon and providing it is reasonable to expect the Customer to accept them

4. Prices / Payment Conditions-

- a) Any deduction of cash-discounts shall require specific written agreement.
- b) Unless otherwise indicated in the order confirmation / offer, the purchase price shall be payable net (with no deductions) within 30 days from the invoice date. If the Buyer is in payment arrears, AOPL shall be entitled to charge default interest as per the current rate. The Buyer shall be in turn entitled to submit proof of a lower level of damages
- c) If the asset circumstances of the buyer deteriorate substantially after conclusion of the contract or if AOPL becomes aware of a previously occurred deterioration in the asset circumstances after conclusion of the contract, which gives cause to serious doubts about the creditworthiness of the buyer, AOPL is entitled, at its choice, to request advance payment or provision of security. AOPL is entitled to cancel the contract insofar as the buyer does not satisfy this request
- d) The prices shall apply exclusively to a delivery and service within the jurisdiction of the business transactions

5. BUYER's Scope:

- a) Investment in plant, machinery, building, land, all required civil work like foundation, piping, cabling, electrical fittings, starters, switches, and the likes as per the requirement of AOPL unless specified in the offer by AOPL
- b) If the proposed business has the relevance, then the Buyer will be responsible for all the expenses related to overhauling and commissioning the of plant and machinery to put them in to production as per the requirement, suggestion, and advice of AOPL. All the capital and maintenance expenses for refurbishing of the machinery and incidental consumables will be borne by Buyer unless otherwise specified by AOPL in the offer
- c) BUYER will provide electricity connection with necessary transformers, panels, and switch arrangements. Any reconditioning or replacements will be borne by BUYER. BUYER will give power from its own power plant or existing connection to make the running of plant cost effective
- d) BUYER will also provide water to AOPL along with drainage facilities.
- e) All explosive licensing (PESO) formalities for installation and commissioning of plant and machinery will be carried out by BUYER. However, AOPL will provide general guidelines and support
- f) The responsibility of accidents etc. will be that of BUYER, it will not be transferred to AOPL under any circumstances even in case when employee of AOPL is injured or the property is damaged or injury to any human being due to the accident will be the responsibility of BUYER.
- g) BUYER will be responsible for compliance of all laws regarding this installation, on site consumption of industrial or medical gases via any packaging source
- h) If the proposed business has the relevance, then the BUYER will issue NOC to AOPL to market surplus production of oxygen and nitrogen gas in the open market at a desired price
- i) BUYER will take insurance of plant and machinery as it shall remain in their property

6. Ambient Conditions:

Buyers understand that consumption of industrial and medical gases, production of industrial and medical gases or vaporization of liquid into gases is subject to favorable ambient conditions including altitude, temperature etc.

7. Water Conditions:

If the proposed business has relevance than Buyer is requested maintain favorable water conditions as specified by AOPL

8. Indemnity Clause:

Buyer shall fully indemnify, hold harmless and defend AOPL and its directors, officers, employees, agents, stockholders, and Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable legal fees and costs), whether or not involving a third-party claim, which arise out of or relate to any act.

9. No Lien Clause:

All plant and machinery or packaging medium provided to the buyer for seamless consumption of industrial and medical gases inclusive but not exclusive of gas cylinders, cylinder banks, liquid cylinders, liquid storage tanks, vaporizers etc shall always remain the property of AOPL and Buyer shall **indemnify** AOPL against all claims, losses, damages, liabilities and expenses resulting from any **Liens** filed against Buyer's property as a result of Buyer's breach of its obligations, legal compliances, statutory compliances, financial obligations and the likes

10. Force Majeure:

- a) Notwithstanding anything herein contained we the supplier shall not be responsible in the event of its failure to observe the above terms hereof if such failure is caused by reasons or on account of or in consequence of any act of God or unions, enemies, plague, famine, epidemic, fire, storms, floods, restraint of war, strike, lockout, breakdown of or accident to machinery or plant, government action power storage or any cause, whatsoever beyond control.
- b) Both parties agree to enter intimate each other in writing whenever they are forced to evoke this clause.

11. Jurisdiction and Arbitration:

In case of dispute, not being resolved between the parties, both the parties hereby agree to refer the matter to one Arbitrator jointly appointed by them who should not be less than retired judge and his award if received in 3 months will be binding on both. However, both the parties can exercise the option of appointing Arbitrator of their choice and such Arbitrators will then appoint one umpire to deal with the matter and both the parties will bear the cost of the umpire equally and even after this effort if the either party is not satisfied, then that party can approach court of VADODARA only for justice

12. Termination of Contract:

Both parties will have the right to terminate the contract in case of genuine problems. Both the parties will try to resolve the problem by mutually arriving at a solution. However, Both the parties will give 3 months' notice for the termination

13. Final Provisions-

- a) The laws of the Govt of India and its current jurisdiction shall apply.
- b) If the Buyer is a registered trader, a legal entity under public law or a public fund, the exclusive legal venue for all disputes in connection with the present contract is the legal domicile of AOPL. The same applies if the Buyer has no general legal venue in India or if his place of residence or normal place of residence is not known when legal action is brought. AOPL is also entitled to file legal action at the business headquarters of the Buyer.
- c) If individual provisions of the present contract with the Buyer, including these General Terms and Conditions of Business, are or become wholly or partially invalid, the validity of the other provisions shall remain in full force and effect. The wholly partially invalid provision shall be replaced by a provision which comes closest to the original economic intention of the invalid provision.