

Kothari Info-Tech Pvt. Limited's (KITL) standard Terms of Sales:

Where, for the purpose of the following terms, it is defined as - KITL is "Supplier" and Consignee/Buyer in the invoice is "Buyer" and commodity/ product covered by this invoice is water-based Inks for digital textile printing, sold under this invoice or the invoice from an "authorized dealer / distributor" of Supplier when sourced from them.

1. If there is a separate "ink supply agreement" executed between Kothari Info-Tech private Limited (Supplier) and Buyer, then that agreement takes precedence and is effective in regards to ink supply and following clauses don't apply.
2. The terms are applicable to sales in India Only. Material sold is not to be exported out of India.
3. Good once sold shall not be taken back or exchanged except for the provisions of the terms/ clauses mentioned herein.
4. If you don't agree to the following clauses or any of the provision of the clauses mentioned herein, DO NOT accept the goods. Kindly return the goods immediately within 24 hours without opening of packaging and any damage, and take your money back in case the invoice was prepaid or take credit where the payments are yet to be made.
5. **The Product should be stored only in following manner:**
 - Storage conditions -
 - i. Keep away from heat, source of ignition and open flame.
 - ii. Keep container tightly closed.
 - iii. Store in cool and dry place.
 - iv. Recommended storage temperature between 18 to 28 deg Celsius.
 - v. Do not freeze or expose to direct sunlight.
 - Product shall give good results when stored in the above recommended temperature range and should be used before as marked on the bottle.
 - The Product should be used within 12(twelve) months from the date of its manufacturing. In case of any confusion please seek clarification from the supplier.
 - Reactive inks are susceptible to hydrolysis over a period of time and therefore will degrade in its tinting ability with passage of time irrespective of date of expiry date of product.
6. **Product Usage:**
 - Operating conditions -
 - i. Ambient temperature surrounding the Printer to be maintained about 23+/- 2 deg C at all times including hours of non-operation including holiday, shift breaks, etc.
 - ii. Ambient RH non-condensing to be maintained between 50 to 70% in the enclosure where Printer is located.
 - iii. Dust free, cool and dry environment to be maintained in the Printer enclosure.
 - Buyer is advised to note down the date of batch number & date of their start of batch usage on printer. This will be useful in the event when Buyer & Seller requires discussions related to Product batch.
 - Buyer is also advised to take Nozzle Test" print every day in the morning during start-up of printer and file the nozzle test copy for our records by email on inks@kothariinfotech.com . This will help in better understanding of problems related to ink runability, if an issue arises. in case of any complaint it should be notified to manufacturer within 3 days, so that the complaint may be understood. No complaint after 72 hours of any such shall be entertained.
 - Even if the printer is not in use, Buyer is advised to do the following, on daily basis for ensuring good health of the Printhead and refreshing the inks inside the printhead -
 - Purge the printhead atleast once in the morning, and
 - Print for atleast 20 meters with 100% design coverage involving all colors.
 - The "Head/Nozzle Plate" housing the print heads must be clean and free from debris at all times. The water used for cleaning the print heads and nozzle plate must be clean water of TDS less than One (1) always and free from any foreign particle or impurities.
 - In case, the Printer is to be shut down for a prolonged period of over 7 days, Buyer must ask the supplier of the printer for assistance. If needed and requested by the Buyer, KITL can also extend its support in this regard to the extent possible for it to do so. Support can be online or on the spot complimentary or chargeable, as the case may be.
 - Expired inks are never to be used in the Printer.
7. **Warranty and Limitation of Liability:**
 - a. Supplier shall not be liable to the Buyer for any general, special, direct, indirect, consequential, incidental or other damages arising out of the misuse or incorrect use or use of the Product or inability to use the product even if it has been advised of the possibility of such damages.
 - b. Supplier makes no other warranties, expressed, implied or statutory, regarding the Inks, including without limitation the implied warranties of merchantability and fitness for a particular purpose, or their equivalent under the laws of any jurisdiction.
 - c. Supplier expressly disclaims any printhead warranty and other parts/ consumables of the printer that may or may not come in touch with the ink.
 - d. Limited Ink Warranty - In case of ink batch failures, when the failure is confirmed by the Supplier, Supplier will give replacement for the sealed pack bottles only, provided however such batch failure is reported by the Buyer within 7 days of the delivery of the goods.
 - e. Under no circumstances whatsoever, the maximum liability of the Supplier shall not exceed the value of this invoice less transportation cost, taxes and duties as has been charged in this invoice. When the purchase is made from any of the authorized dealer/ distributor of the Supplier then the maximum liability is limited to the value for which the Supplier has sold the material to the dealer/distributor less transport, taxes and duties as charged to the dealer/distributor.
 - f. For any assistance required by the Buyer related to the use of the product sold as a part of this invoice, Supplier is willing to oblige the Buyer only in good faith and Supplier expressly disowns any liability arising out of the assistance service rendered or not rendered.
 - g. The warranty period on ink expires with the expiry date of the ink printed on the packing.
8. **Supersession:** Except as provided herein, no other agreement or understanding is acceptable in regards to the terms of sales of this invoice unless in writing and signed by none other than the Director of KITL.
9. **Wavier:** The possible acceptance at any time by one of the parties of the non-compliance of the other with any of the clauses or conditions hereof, shall be interpreted as a mere liberality, and shall thus not imply waiver of the requirement to comply with the other provisions hereof or of the right to in the future requires the full performance of each of the obligations assumed hereunder.
10. **Applicability:** The Standard terms of sales mentioned herein are applicable to the specific quantity of goods sold/ supplied under this invoice only. The standard terms may be updated from time to time based on business needs of the Supplier. Such updated terms will be applicable only to the material sold under invoices carrying such updated terms.
11. **Jurisdiction:** This sale and terms of sales under this invoice are subjected to jurisdiction of courts of Surat (Gujarat state) only.
12. **Disputes:** In case of any dispute between manufacturer/ supplier with the purchaser or user of the ink shall be governed by these conditions and will be decided by Arbitration between the parties at Surat. In case of any such exigency, the manufacturer/ supplier reserves his right to appoint sole arbitrator to decide such dispute in accordance with law.