

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 "Pre-treatment" hereinafter also referred as "Product" 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 "Pre-treatment supply agreement" executed between Kothari Info-Tech private Limited (Supplier) and Buyer, then that agreement takes precedence and is effective in regards to Pre-treatment 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 container.
 - The Product should be used within 4(four) months from the date of its manufacturing. In case of any confusion please seek clarification from the supplier.
6. **Product Usage:**
 - Stir well before use.
 - Perform a quality check by doing sample print test before using. Use only if you are satisfied with this sample print test.
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 Pre-treatment, including without limitation the implied warranties of merchantability and fitness for a particular purpose, or their equivalent under the laws of any jurisdiction.
 - c. Limited Warranty – In case of product batch failures, when the failure is confirmed by the Supplier, Supplier will give replacement for the sealed pack containers only, provided however such batch failure is reported by the Buyer within 7 days of the delivery of the goods.
 - d. 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.
 - e. 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.
 - f. The warranty period on the product expires with the expiry date of the shelf life of the product.
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. **Waiver:** 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 product 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.