

TERMS & CONDITIONS

1. The said sale transaction (order) is governed by standard terms and condition set out here in this document/ order /order acknowledgement /proforma invoice. Swift Technoplast Private Limited hereinafter referred as seller & customer which buys products is referred in this document as buyer or customer.
2. seller is registered under Small Enterprise under MSME Act, 2006 bearing Udyog Aadhaar Memorandum No MH01B0007574. whereas as seller is protected for delayed payments from buyer, buyers are liable to pay delayed payments interest @24% on all delayed payment.
3. Payments delayed by the purchasers beyond agreed terms shall attract overdue interest @24%p.a. on delayed days. In case of delayed payments overdue interest shall be charged from invoice date or due date whichever is come first.
4. Seller sales good against thins invoice is on Sellers Ex-works/Depot basis, sellers may facilitate transport, insurance service to buyers without any guarantee or sellers assume no responsibility of damages, Shortage, Losses, and misplaced Occurred during transit.
5. Material Insurance / Transit Insurance under Scope of Buyer scope unless otherwise specified and agreed by us in writing
6. If vehicle halt at Unloading point, then the buyer would be liable to pay the Halting charge for per day, as per market rate /transporter demand.
7. Delivery location could not be changed after invoice generation, freight cost will be charged extra if delivery location needs to be changed.
8. Transport / Freight cost, Unloading, Varahi, any incidental charges during transit, Union Charge or any other charge occurred at delivery point would be strictly in the scope of buyer.
9. Order cancellation charges 10% of order Value if cancelled within 7 days of booking there after order would not be cancelled for any reason, Full order value is payable by customer. Custom designed order will not be cancelled for any reason. Full order value
10. Seller supplies of manufacturing defect free product to our customers, in case any issues manufacturing defect arise after supplies then to the extent that Seller will at its option repair or replace our products. All types of guarantee voids in case mis handling breakages, wear tear, damages or improper use of products.
11. If the buyer does not lift the material after readiness confirmation received from seller then the buyer would be liable to pay full of stock value along with godown charges/demurrage charge @ 0.5% /week of Stock Value.
12. Product inspection should be at our factory before delivery, whatsoever claims related to our product must be raised within 3 days from the date of receipt of material. Claim of any nature whatsoever will lapse unless raised in writing. No claim or complaints will be entertained in case due payment from the customer.
13. Seller expressly disclaims any obligation or liability in connection with our products or for any other expense, injury, loss or damage to persons (including death) or to property or things of whatsoever kind or nature, whether direct, incidental or consequential, including but not limited to those arising from loss of profits, production, increased cost of operation, or spoilage of material arising in connection with the sale or use of, or inability to use, seller's products for any purpose, except as herein provided.
14. Seller shall not be liable to Buyer for any loss or damage suffered by Buyer directly or indirectly, as a result of Seller's failure to deliver or delay in delivering the product or failure to perform, or delay in performing, any other term or condition hereof, where such failure or delay is caused by fire, flood, natural disaster, labour trouble (including without limitation strike, slowdown and lockout), war, riot, civil disorder, embargo, government regulations or restrictions of any and all kinds, expropriation of plant by federal or state authority, interruption of or delay in transportation, power failure, inability to obtain materials and supplies, accident, explosion, act of God or other causes of like or different character beyond Seller's control and the time for delivery specified herein shall be extended during the continuance of such conditions and for a reasonable time thereafter.
15. This are standard terms and conditions to buy our products & doesn't need separate acknowledgement although buyers are requested to revert within 2 days from this document for any discrepancies / unacceptable terms thereafter this document is presumed to be acknowledged & accepted.
16. The terms & conditions mentioned here in this document are mandatory & non-negotiable term of the sales transaction to buy & use of swift products, which are binding on buyer these cannot be void by any document of the buyer. Buyer purchase order is considered as only document to identify our products for purchase and its buyers' internal purposes. However, unless accepted in writing by an authorized employee of swift, any terms and conditions contained in purchase order, acceptance, acknowledgment, or other document of buyer submitted to swift which are inconsistent with, different from, or additional to the terms and conditions of this sales document terms will be null and void, and in lieu thereof the terms and conditions of this sales document shall control.
17. Any disputes related to shall be under Navi Mumbai jurisdiction.