

Date : 11-12-2021

M/s BHUSEVA FARMERS PRODUCER CO. LTD.  
22/1/C, ANGAR WAFLE ROAD  
KHANDOBACHIWADI. MOHOL  
SOLAPUR  
413214  
MAHARASHTRA

Customer Unique ID : CUS-2021-06971  
Channel Partner Quotation No : APG-050/2021  
Quotation Number : QE-RC21-00406-00

Kind Attention : Mr.SACHIN THITE

Dear Sir,

Subject : As per our telephonic discussion, Please check attached offer of Buhler sortex.

Mr.SACHIN THITE

Sl.No	Description	Quantity	Unit Price (INR)	Total Price (INR)
1	DG-P4 High capacity advanced Optical Colour Sorter with Multivision Cameras & LED lighting , 4 Chutes, 256 channels for pulses, spices, seeds, plastics and peanuts. Exclusion : Air compressor, dryer, machine stand, cabin room, hopper, air dryer, C.V Transformer, dust suction fan, AC and Bucket elevators	1	3,294,000	3,294,000
			Total Price in INR:	32,94,000.00

**Terms & Conditions of Sale:**

Payment Terms : 30% advance & balance 70% against pro-forma invoice before dispatch  
Delivery : Delivery to your location  
Date of Dispatch : 8 - 10 weeks after receipt of advance payment  
Mode of Transport : By Road  
Freight : To Pay basis  
CST : 5% GST Included on RC machines  
Transit Insurance : Included  
Commodity : All Grains  
Validity : 2 months from the date of this offer

Thanking You

With Regards,

Rakesh Kaul  
Channel Partner Business  
Buhler India Pvt Ltd

This is a Computer Generated Quotation Signature not required.

## 1. General

Any order accepted and confirmed in writing by Buhler (India) Pvt. Ltd. shall be governed by these General Terms and Conditions of Sale. These General Terms and Conditions of Sale shall apply in as much as and so far as the parties have made no other written agreement/s in individual cases. In the event of a discrepancy between a written agreement and these General Terms and Conditions of Sale, the written agreement to that extent shall prevail. The contract shall be effective only upon Buhler (India) Pvt. Ltd.'s written confirmation of the order placed by the customer. Any modifications have to be implemented by an annex to be lawfully signed by both parties.

## 2. Drawings, Technical Documentation and Software

Brochures and catalogues are not binding on the parties. Data contained in drawings and technical documents are only binding if they are explicitly stipulated as such. Buhler (India) Pvt. Ltd. reserves all rights to the drawings and technical documents delivered by Buhler (India) Pvt. Ltd. They shall not be made available to third parties. If no order is placed, all drawings and technical documents are to be returned immediately to Buhler (India) Pvt. Ltd. As far as software is included in the supply, all rights to that software remain the property of Buhler (India) Pvt. Ltd. Buhler (India) Pvt. Ltd. grants to the customer a non-exclusive right to use the delivered software, whereby all other rights including the right to sublicense, sell or lease the software shall be excluded. The right is limited to the contractually agreed use. The software may only be reproduced or made available to third parties with the prior written consent of Buhler (India) Pvt. Ltd.

## 3. Prices

All prices shall be deemed to be net, ex works, in freely available Indian Rupee, without any deduction whatsoever. Any and all additional charges, such as but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the customer. Likewise, the customer shall bear all value-added taxes, sales taxes, custom duty, profit taxes, income taxes, social contributions, registration fees, as well as all other kinds of taxes, fees, levies, customs duties and the like which are levied against Buhler (India) Pvt. Ltd., its related companies, its factories or its personnel in connection with the contract.

## 4. Terms of payment

According to the confirmation of order. The agreed dates of payment shall also be observed by the customer even if transport, delivery, erection, commissioning or taking over is delayed or prevented due to reasons beyond the control of Buhler (India) Pvt. Ltd., or if minor parts are missing or if post delivery work, which does not prevent the supplies from being used, is necessary. The retention of payments or the setting-off against any counter-claims shall be excluded. If the customer fails to pay the amount due as per the agreed schedule, Buhler (India) Pvt. Ltd., without prejudice to its legal rights, shall be entitled to suspend the further execution of the contract, to stop the fabrication or to retain the deliveries which are ready for dispatch. With effect from the agreed due date, the customer shall pay interest on the outstanding amount at a rate of 15% until the date of realization of the same. If the customer is overdue with a payment or the establishment of an agreed security for more than two weeks, the entire balance of payment shall be due immediately. Buhler (India) Pvt. Ltd. reserves the right to forfeit the advance payment made by the customer and to recover an appropriate amount as compensation if the customer withdraws from the contract or cancels his order or fails to collect the supplies from Buhler (India) Pvt. Ltd. premises or fails to settle the balance of payment. In this case Buhler (India) Pvt. Ltd. also reserves the right to dispose of the supplies in any manner it deems fit to a third party and to offset the amount so realized less the expenses incurred against the payment due from the customer. However, if for any reasons Buhler (India) Pvt. Ltd. is not able to sell the supplies to a third party, then the customer shall be liable to pay the entire price of the supplies.

## 5. Retention of title

Buhler (India) Pvt. Ltd. remains the owner of the entire supplies until the complete receipt of the agreed payments. The customer authorises Buhler (India) Pvt. Ltd. to enter the retention of title in public registers or records, and shall be obliged to give any signatures requested.

## 6. Delivery time

The delivery time shall start as soon as the contract is entered into, the necessary technical documents of the customer have arrived completely at Buhler (India) Pvt. Ltd., the agreed payments and securities are given, and the required official permits are granted. The delivery time shall be deemed to be completed when the delivery is ready for dispatch at the factory within such time. The delivery time shall be reasonably extended in case of Force Majeure events such as epidemics, acts of God (e.g. earthquake, flooding), mobilisation, war, acts of piracy, revolution, labour conflicts, boycotts, accidents, serious breakdown in the works or official actions, storms, fires or other contingencies beyond the reasonable control of Buhler (India) Pvt. Ltd.. The delivery time shall be extended if the customer changes the original order or is overdue with its contractual obligations, especially if the customer has delayed the delivery of the necessary documents, has delayed the agreed payments and securities or is overdue with the work to be carried out by the customer. A delay in delivery does not give the customer the right to withdraw from the Contract or to claim either direct or indirect damages.

## 7. Packing

Packing shall not be returnable.

## 8. Erection

The customer is solely responsible for erection and commissioning of the supplies. If Buhler (India) Pvt. Ltd. assumes the responsibility for the erection, supervision of the erection and/or commissioning of the supplies, the resulting costs will be charged to the customer additionally. The tools used, auxiliary materials as well as surplus materials provided by Buhler (India) Pvt. Ltd. remain the property of Buhler (India) Pvt. Ltd. and are to be returned immediately upon demand of Buhler (India) Pvt. Ltd. Furthermore, in addition to the above the General Delegation and Erection Conditions of Buhler (India) Pvt. Ltd. will be applicable.

## 9. Free consultation

Any free of charge technical consultation shall be outside of any pre-contractual or contractual obligations. Buhler (India) Pvt. Ltd. shall not be liable for free consultations, especially with respect to the correctness of the contents of the consultation.

## 10. Liability and insurance

The benefit and the risk of the supplies shall pass to the customer with the readiness for dispatch at works. If dispatch is delayed for reasons beyond the control of Buhler (India) Pvt. Ltd., the supplies are stored and insured at the expense and the risk of the customer. Transport shall be executed at the expense and risk of the customer. The customer shall be responsible for taking insurance of the supplies against risks of any kind.

## 11. Place of performance

Unless otherwise agreed, place of performance for all contractual obligations is Bangalore/India.

## 12. Taking-over

The supplies shall be considered as having been taken over if no substantiated written complaint is made from the customer within two weeks for single machines, or within two months for complete plants, calculated from the date of delivery at the place of performance. The taking-over is further considered as being completed if the customer refuses to participate in an agreed taking-over inspection or does not sign a taking-over certificate reflecting the facts truthfully. Buhler (India) Pvt. Ltd. shall not later than at the date of delivery, provide information and drawings which are necessary to permit the customer to commission, operate and maintain the supplies. Buhler (India) Pvt. Ltd. shall not be obliged to provide manufacturing drawings of the supplies or of spare parts.

## 13. Warranty and liability for defects

The warranty period is 18 months from the date of dispatch or 12 months from the date of commissioning whichever is earlier. The warranty by Buhler (India) Pvt. Ltd. is subject to the timely fulfillment of the agreed payment conditions by the customer. Buhler (India) Pvt. Ltd. shall be responsible to repair or replace or issue a credit as compensation for any parts which, before the expiry of the warranty period, are proven to be unusable due to bad materials, faulty design or poor workmanship. The right to cancel the contract or reduce the purchase price shall be excluded. If a supply is still defective, despite a replacement or repair, Buhler (India) Pvt. Ltd. at its sole discretion is entitled to take back the defective supply against reimbursement of the received payments.

**THE SOLE REMEDY UNDER THIS WARRANTY SHALL BE THE REPAIR, REPLACEMENT, OR CREDIT FOR A PARTICULAR PART AS STATED ABOVE. THIS WARRANTY IS THE SOLE WARRANTY GIVEN BY BUHLER (INDIA) PVT. LTD.**

Excluded from Buhler (India) Pvt. Ltd.'s warranty and liability are all deficiencies beyond the control of Buhler (India) Pvt. Ltd., especially if resulting from normal wear and tear, false information from the customer, improper maintenance, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, combination with non-original parts, installation, changes or repairs by the customer or third parties, events of Force Majeure, etc. If the customer proves that an express warranty with regard to performance, energy consumption, etc. is not achieved, the express warranty is valid only if Buhler (India) Pvt. Ltd. after the completed commissioning, has the opportunity to prove that the warranted parameters are achieved. The customer shall at its expense make available the necessary raw materials, energy, etc., as well as qualified personnel. If within two months from receiving the written complaint, Buhler (India) Pvt. Ltd. is not given an opportunity to prove the warranted parameters, then those parameters are deemed to be proven.

## 14. Consequential damages

The warranty and liability claims of the customer are exhaustively covered by these conditions. As long as there are no specific mandatory laws to the contrary, in no case whatsoever shall the customer be entitled to contractual or tort claims for damages resulting from, but not limited to, loss of production, loss of use, loss of orders, loss of profit and other direct or indirect or consequential damages. Buhler (India) Pvt. Ltd. is only liable to compensate the customer for the costs of remedying defects in the supply itself.

## 15. PREVAILING OF THESE TERMS & CONDITIONS OF SALE

The above terms and conditions shall override and prevail over any of the terms and conditions of the customer which may be written or printed otherwise and made known either in the purchase order or in any other document through which the customer places his order or confirms his order, unless otherwise specially agreed to in writing by Buhler (India) Pvt. Ltd.

## 16. Jurisdiction/applicable law

For any dispute resulting from this contract, the exclusive place of jurisdiction shall be Bangalore. The contract shall be exclusively governed by Indian law.

Buhler (India) Pvt. Ltd.