

TERMS & CONDITIONS OF OFFER LETTER/SALE ORDER

1. **Price:** The prices quoted are as per the prices of SAIL on the date of Sales Order. They are inclusive of Railway Freight, Section/Size/Quality Extra but exclusive of Bending/Cutting charges.

GST as per applicable rates has been calculated in the total amount payable.

2. **Price Revision:** The prices payable for the goods will be based on SAIL's prices ruling at the time of delivery, which in case of deliveries by truck/ trailer etc. from ex-stockyard will be price ruling on the date of actual physical delivery. In case of rail dispatches from stockyard, the prices will be governed by the prices ruling on the date of Railway Receipt. In case of any changes in SAIL's prices, Statutory levies and Railway Freight etc., the same would be applicable as on the date of delivery. This clause will operate notwithstanding the fact that payment or financial arrangement may have been made earlier for the whole or part of the offer at price mentioned on reverse or any other price at any time of dispatch/delivery and all such payments till actual delivery will be deemed to be only advance payments/financial arrangement.
3. **Mode of Payment/Financial Agreement:** Payment may be made by customers by way of E- payment modes. In case of exigencies Branch Manager may accept PO/DD/Cheque drawn (cheques subject to realization in cases where prior facility of payment by cheque has not been granted). The instrument for payment should be in favor of Steel Authority of India Limited, Branch Sales Office and should be drawn on a local branch/at par cheque of any scheduled bank(except for Gramin Bank and **Catholic Syrian Bank**). After receipt of payment, Sale Orders (SOs) shall be issued. SAIL shall separately **provide** Invoice bill for the deliveries made against the Sales Orders covering this offer. The advance paid by the customer for each Offer will be adjusted against SAIL's bills for such deliveries and the balance amount due, if any, will be refunded/adjusted to the customer. In case the amount paid falls short of value of deliveries, the customer will immediately arrange payment of the balance on demand.
4. **Taxes and Duties:** GST and all other taxes and duties, levies by the Government and Local Authorities shall have to be paid by the customer whatever be the circumstances. It will be customer's responsibility to furnish appropriate GST Declaration Form / Certificates if he desires to claim any exemption or concession in this behalf. Such declaration forms/certificate shall have to be furnished by the customer before issuance of Sales Order.
5. **Offer against incoming Consignments:** Offers against incoming stocks are made on the express understanding that deliveries will be made only after the goods are received at Stockyard.
6. **Weightment:** In case of items sold on actual weight basis, the weight recorded on the weighbridge/Scale owned by the SAIL or otherwise arranged by the SAIL or on its behalf shall be final including rail dispatches and no dispute in this regard will be entertained by SAIL once materials leave SAIL's yard/ Plant.
7. **Quantity Variation:** Quantity supplied may be 5% short or in excess of the offered quantities.

8. **Dispatches by Rail:** Normally, SAIL does not undertake Rail dispatches from Stockyards. SAIL can, if possible, arrange to dispatch the materials to the customer by rail on Freight to pay basis at Railway Risk Rate or as convenient to SAIL, only for wagon load dispatches . SAIL shall not be responsible for delayed delivery in such cases, and shall not be responsible for any loss or shortages whatsoever and on this account its responsibility shall cease as soon as the materials are handed over to the Railways against RRs. The customer would have to lodge claims with the Railways on account of any shortages on arrival. SAIL shall arrange to send the Railway Receipts by Registered post/Courier Service/Speed Post and SAIL shall not be liable for any demurrage / wharfage /other charges which may accrue due to delay in receipt of RRs by the customers. Carting, Loading, Forwarding charges and bending /cutting /marking /packing /bundling charges [if required] will be extra as applicable. Under charges/under load charge, if any, will also be on account of customer.
9. **General:**
- i) Ex-yard Delivery: SAIL shall load the materials on customer's trucks/ trailers free of charges at SAIL stockyard and issue the Invoice bill of the loaded material . Delivery then shall be deemed to be completed.
 - ii) **Prior Inspection of Materials:**

The customer may inspect the materials, if they so desire, covered by this offer prior to their making payment. Payments should however be made within the validity period given in the offer. Prior inspection by the customer will not preclude SAIL from offering the same material to other customers, till the time the payment made by the customer against inspected material is accepted by SAIL.
 - iii) **Quality Complaints:** Complaints regarding Quality may be lodged with the Branch Manager within 60 days from the date of the delivery of the material. A specified form for filing complaints can be obtained from the servicing or nearest Branch Sales Office.
 - iv) SAIL is entitled to adjust/recover any outstanding dues of the customer(s) from any deposit made by him/them to its any other Plant/Unit or any other amount due to them from any Plant/Unit of SAIL under any contract/agreement.
 - v) Interest/penal interest at the applicable rate(s) as per SAIL's guidelines shall be payable on all outstanding/overdue outstanding not paid for within the agreed period.
 - vi) Delivery should be taken from SAIL stockyards against Sale Orders issued by SAIL and a proper authority letter from an authorized representative of the customer. Deliveries will be given to the customer/his representative as authorized in the authority letter. Appointment from Warehouse Manager in advance may be taken for taking delivery.
 - vii) The customer shall be responsible for safe custody of the Sale Order and authority letter. SAIL shall not be responsible for any consequences arising out of the loss of Sale Order and/or authority letter by the customer or his representative.

viii) All quotations and tender offers of SAIL must be deemed to include and be subject to SAIL's printed terms of business and general stipulations in force at the time of conclusion of the Contract except in so far as the same may expressly be varied herein as if the same has been expressly included therein. A copy of such terms, understandings and stipulations will be furnished on request but failure to do so shall not prejudice the effect of the foregoing in anyway. It is clarified that the customer's remittance in full or part of the advance amount will imply that all our terms & conditions are acceptable to him notwithstanding anything mentioned in his communications.

GENERAL TERMS & CONDITIONS FOR SALE

- i. Every offer of SAIL and/or every Sale (Order) between SAIL and the Customer is subject to these conditions unless agreed otherwise in writing by both parties. Customer accepts these Terms and Conditions by making a purchase from or placing an order with SAIL.
- ii. Customer may issue a purchase order for administrative purposes only. Reference by the Customer to his own purchase conditions shall not be acceptable to SAIL. Additional or different terms and conditions contained in any such purchase order from the one stated herein will be treated as null and void.
- iii. **Confidentiality clause:** Each party agrees to hold the other party's Information confidential and to do so in a manner at least as protective as it holds its own Confidential Information of like kind but to use no less than a reasonable degree of care.
- iv. **Retention of Title:**
 - (a) Upon delivery of the goods at the agreed point, all risk of loss, damage and other incidents shall pass immediately to the Customer.
 - (b) SAIL and the Customer expressly agree that:
 - (1) Until the Customer has paid in full (in cash or cleared funds) for the goods; and
 - (2) Until all other dues or which become due from the Customer to SAIL on any account whatsoever have been paid in full,

The following provisions shall apply:

- (i) Legal and beneficial ownership of such goods remain with SAIL
- (ii) SAIL may recover all or any part of such goods at any time from the Customer if they are in the Customer's possession and in the event any breach of Contract from Customer's side has occurred, SAIL, its servants and agents may enter upon any land or building or in which such goods are situated; and
- (iii) SAIL shall take possession of the goods lying with the Buyer and shall determine the amount falling short or the goods for which payment is yet to be received from the buyer. SAIL shall endeavor to recover the amount from the buyer giving prior notice with a fixed time period (7 days) and if the payment is not forthcoming within 7 days, the goods can be sold to anybody other than the buyer to make good of the loss/losses.

- (iv) **Payment and pricing:** The Customer shall not be entitled to withhold payment of any amount payable for the supply of goods or otherwise under the Sales Order(s) to SAIL because of any disputed claim of the Customer.
- (v) **Delivery – Delays and Tolerances:** Unless otherwise expressly agreed, delivery times shall not be regarded as binding and delays in delivery shall not entitle Customer to claim any damages resulting there from. Delays in delivery shall only entitle Customer to cancel Goods not yet in the process of manufacture and only after having granted SAIL a reasonable grace period in order to remedy said delay and only after having sent Seller a formal notice of default. The delivery shall be deemed fulfilled when the goods are delivered with a tolerance of +/-5% on weight unless expressly agreed to between SAIL and the Customer. All deliveries are subject to the normally accepted tolerances on dimensions as per specification.
- (vi) **Liability – Claims:** SAIL shall not be liable for any loss of processing expenses, loss of production, loss of revenue and/or any other consequential or special loss or damage directly or indirectly sustained by Customer or by any other person whatsoever, once delivery of the goods at the agreed point is deemed to be completed.
- (vii) **Force Majeure:** SAIL's manufacture, shipment and delivery of Goods hereunder shall be subject to, and SAIL shall not be liable for, any delay in or impairment or performance resulting in whole or in part from any war (whether or not declared), strike, labor conflict, accident, fire, flood, Acts of God, delay in transportation, shortage of materials, equipment breakdowns, mill conditions, laws, regulations, order or acts of any governmental agency or body, or any cause beyond the reasonable control of SAIL. In any such event, SAIL shall be entitled to such additional time to perform as may be reasonably necessary, and shall have the right to apportion its production among its customers in such manner as it may deem equitable.
- (viii) These Terms and Conditions are subject to change without prior notice, unless otherwise agreed in writing by SAIL and Customer.
