

A V PROCESSORS PVT LTD.

TERMS AND CONDITIONS

COMMERCIAL TERMS:

1. The processing charges mentioned on the Order Registration Form are provisional. Exact charges will be as per Invoice raised subsequently.
2. The expected date of delivery mentioned on the ORF is to be confirmed before sending vehicle for collection of processed boxes.
3. The payment of the Invoice amount must be made on immediate basis and at the time of collection of material in full by account payee cheque/demand draft/RTGS/NEFT in favour of A V PROCESSORS PVT LTD. payable at Mumbai. Part payment will not be accepted. Bank Charges will be to client's account.
4. The cheque/DD should be sent to our factory/Office address by courier immediately.
5. AVPPL is not responsible for any loss due to shortage/damage of products. Clients are advised to take comprehensive insurance of the goods while they are in transit or in our custody. Goods are stored at clients' risk. In case of any claims arising out of products irradiated by AVPPL, AVPPL's liability, if any, will in no case exceed the processing charges of that particular order. No claim will be entertained after 6 months from the date of certificate.
6. Freight cost (both to and fro) will have to be borne by the client.
7. Clients should affix their label on the boxes with information such as their name, product's name etc.
8. AVPPL reserves the right to refuse to accept any product which in its opinion can't be processed.
9. Products shall be packed in corrugated boxes having outer dimensions 59(L) x 34(W) x 43(H) cm. These dimensions should not be exceeded under any circumstances. The gross weight of the packed box should not exceed 15 kg. The products should be packed in such a way that they are filled till the top and there is no empty space inside. The packed boxes should not be bulgy.
10. In case any box is received in damaged condition, we shall inform and replace the box and charge for the same in our Invoice.
11. In case the boxes are recycled, all old packing slips must be removed before affixing new one. GST and other taxes as applicable on the date of Invoice will be charged. In case of order cancellation by client for any reason, 10/- per box will be charged. TDS if applicable should be deducted as applicable to Contractors (Section 194C of the Income Tax Act, 1961).
12. In case of any dispute, the decision of AVPPL will be final and binding.
13. In case of fragile/sensitive products, clients must make bold disclosure on the package/boxes as well as on their documents.
14. AVPPL is not liable for delays in delivery of material due to circumstances beyond its control.
15. AVPPL may put lots on hold if past payments are pending.
16. The supply of goods is bound by these terms and conditions only and not by any other agreement, etc. This supersedes all other and/or past terms & conditions, agreements, etc.

Signature with Stamp:

Name:

Date:

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QUALITY RELATED TERMS:

1. AVPPL does not extend any assurance about sterility of processed Medical products or decontamination of food products or ultimate fulfillment of purpose of the Gamma Radiation Process. AVPPL does not claim products processed at its facility are sterile.
2. AVPPL is not responsible for the change in properties of the irradiated material. Suitability of the product and the packaging material should be ascertained by the client before sending them to us for processing. AVPPL is not liable for any sterility failures. Gamma radiation is only an aid to sterility.
3. AVPPL reserves the right to open any box for verification of the contents, to remove samples or to place Dosimeters for testing purpose. Such boxes will be resealed. A label will be affixed mentioning the quantity removed if any.
4. No Microbiological test strips shall be put in the boxes without AVPPL's prior written approval.
5. Client shall not keep any dosimeters or Biological Indicators without informing AVPPL.
6. Client shall not keep any radiation sensitive indicators in a strip or roll form under any circumstances. If they are found during checking it will be confiscated and suitable action may be taken for future supplies.
7. The product boxes sent by the client shall be stored in our premises on pallets. Clients are requested to note that AVPPL does not have facility to store the products under controlled temperature condition.
8. Client shall ensure that boxes sent are in good condition and with proper taping and labelling. Lots without duly filled AVPPL's Order Registration Form (Part A), will not be taken up for registration and subsequent processing.
9. Clients having Loan Licence materials must specify correct details on AVPPL's Order Registration Form (Part A) namely Address of Manufacture, Product description, Licence No., Validity, as per their loan licence only. AVPPL shall not be liable for clients failing to obtain required licences for manufacture of their products.
10. All Clients shall fill in correct details in AVPPL Order Registration Form (Part A) as applicable to them. Lots would be put on hold if order registration form details are incorrectly filled in or partly filled in. Kindly note that the product details as mentioned on the Order Registration Form will be replicated on our certificate and invoice and no change will be done once lot is dispatched.

Signature with Stamp:

Name:

Date: