



General Terms of Delivery- Oryx Fixturing Pvt. Ltd.

1 Scope

The general terms of delivery shall be valid and shall be the basic for this Contract as well as subsequent contracts between the Oryx Fixturing Pvt.Ltd. and the Buyer (Purchaser). Conditions of the purchaser diverging from the Oryx Fixturing's general terms of delivery shall not be valid. Receipt of purchase order means customer has read carefully and agreed Oryx Fixturing's General terms of delivery.

2 Conclusion of a Contract

2.1 The order shall be a binding offer. The Oryx Fixturing Pvt.Ltd. can accept this offer at his discretion within four weeks either by sending an order acknowledgement or by sending the goods to the purchaser within committed period of time.

2.2 Partial shipments shall be permitted.

2.3 Delivery period do not start from PO or LOI date. It starts from DAP finalised and agreed in person or through mail. Delivery period will commence only after receipt of approved drawing, purchase order, DAP, agreed advance (if any) from buyer. Delivery period committed or given after DAP will only be valid.

2.3 Purchase order once placed will not be cancelled by buyer besides Oryx Fixturing Pvt.Ltd. retains the right to cancel the contract at any moment.

3 Prices

3.1 Our prices are calculated net ex-works, packing & forwarding, Commissioning charges excluded. The Goods Sales tax (GST) will be charged additionally.

3.2 Unless otherwise agreed, the payment shall be effected due net, within 30 days from billing date (also for partial shipments).

3.3 The purchaser is not allowed to withhold payments or charge up them against counterclaims.

3.4 We reserve the right to increase our prices for contracts with a delivery time of more than four months accordingly to the incurred cost increases owing to a rise in material prices respectively change of wage or tax agreements.

4 Shipments, Passing of Risk

The Oryx Fixturing Pvt.Ltd. shall choose the way and the means of transport. Transport costs and, in case of special packing, also packing costs, shall be borne by the Buyer. The risk shall pass to the transport agent or any other person charged with the transport, at the moment when the goods are handed over.

5 Delay

5.1 The scope and manner of delivery shall be subject to the terms in the acknowledgement. If such is not available, the terms of the quotation of the Buyer shall be valid. The term of delivery shall commence on receipt of the acknowledgement by the Buyer, but not before the buyer has supplied the documents, approvals and clearances, however, and not before any agreed advance has been paid in.

5.2 In case of non-compliance through the Supplier's fault of a delivery time agreed upon, the Buyer grants a reasonable period of time for performance.

6 Warrantee

Our warranty for defects as to quality, excluding further claims save as provided in section 7 is as follows:

6.1 We shall, at our discretion, either repair the goods which are faulty at the moment of passing of the risk or replace them by faultless goods within reasonable extension of time mentioned by supplier. Wear parts are not entitled for warrantee. Warrantee of fixture will become void after any changes, corrections at purchaser's end.

6.2 The Buyer shall inform the Oryx Fixturing Pvt.Ltd. about detected defects immediately after detection.

7 Liability

7.1 We manufacture according to buyer's drawing or buyer's approval, we shall only be liable for execution of the fixtures/tools as per the drawing.

7.2 For defects (notified in 14 days) in goods supplied, if applying professional carefulness we should have recognized the defect, we'll either repair or replace them by faultless goods after receipt of goods from buyer. All other claims are excluded.

8 Special Conditions for Manufacturing Contracts

8.1 Oryx Fixturing does not assume liability for the behaviour of the materials sent in. Our claim for remuneration remains unaffected.

8.2 Oryx Fixturing assumes no liability for loss/damage caused to property or manpower by wrong usage, No maintenance of supplied material. Once the material is supplied its purchasers responsibility for its maintenance. Its purchasers liability to get their manpower trained for using such fixtures especially hydraulics from Oryx Fixturing Pvt.Ltd.

TSIPL strictly recommends certified and trained people by Oryx Fixturing pvt.Ltd. or respective manufacturers of the individual elements to use the fixtures.

9 Retention of Title

9.1 Title to all goods delivered is retained by Oryx Fixturing Pvt.Ltd. until each and every claim against the Buyer originating in the business relations has been duly satisfied.

9.2 In case of breach of contract on the part of Buyer, in particular in case of delayed payment, the Oryx Fixturing Pvt.Ltd. having sent a reminder shall be entitled to take back the goods supplied. In this case the Buyer is obliged to restore the goods. The application for issuance of insolvency proceedings enables the TSIPL to withdraw from the contract and to demand the immediate return of the supplied goods.



10. PO, once placed cannot be cancelled for any reason, at any circumstances.

In case PO cancelled by mutual terms, customer will forfeit advance or any amount given to Oryx Fixturing by that date. Oryx fixturing pvt.Ltd. will raise short amount invoice for given amount.

11. Oryx Fixturing Pvt.Ltd. will only guarantee dispatch or readiness of fixtures and not delivery date. Oryx Fixturing Pvt.Ltd. will choose the way and means of transport, transport cost and in case special packing, also packing cost will be borne by customer. The risk will pass to the transport or any person changed for transport, at the moment when the goods are handed over, insurance of material will be customer's responsibility. Oryx Fixturing is free of that contract after passing of risk to transport.

12. Oryx Fixturing Pvt.Ltd. reserves right to increase our prices due to scope change after PO receipt, after DAP and also increase in case of project delay of more than 4 months after PO for whatever reason; customer will amend PO for the additional cost.

13. Bank Guarantee -Bank guarantee for any payment slab, the offer will be amended by 10%.PBG-performance bank guarantee can be provided for max 10% for 1 year only. No extension to bank guarantee whether advance or performance will be provided than initial given period.

14. Pre Delivery Inspection (PDI) :

14.1 PDI will only be, allowed on receipt of payment against profoma invoice and expenses for PDI will strictly be borne by purchaser himself.

14.2 PDI will be completed within a weeks' time after receipt of payment or material readiness, Oryx Fixturing Pvt.Ltd. reserves the right to ship the material even without PDI or purchaser's consent. If purchaser misses planned or committed date for PDI, no extension will be allowed and Oryx Fixturing Pvt.Ltd. will ship the material.

14.3 PDI will be only for 1 day. People for PDI should be those who attended DAP. Oryx Fixturing Pvt.Ltd. will not entertain any person for PDI who were not present during DAP.

15. Drawing Approval Process (DAP)

15.1. DAP layout shared with customer is purely indicative and Oryx Fixturing reserves right to change, modify the concept/design without informing purchaser seeing manufacturing feasibility. Actual fixture may look like completely different than what shown during DAP.

15.2 It is full responsibility of purchasers to provide all detail data, process, casting, its stock, machine detail, tool lengths (3D layouts) and related information to Oryx Fixturing before DAP. Fixture design for wrong inputs /short inputs will be purchaser's liability.

15.3 DAP will happen only once and only after receipt of advance payment in Oryx Fixturing Pvt.Ltd. account.

15.4 People present during DAP assumed and should represent all respective dept and their concerns.

15.5 No amendment, Alteration, changes, request, modifications will not be entertained after DAP.

15.6 Oryx Fixturing Pvt.Ltd. will revert for DAP points, concerns after confirming with design and manufacturing dept and such reply will be made through a single e-mail and will form an integral part of DAP.

15.7 Tool interference layout (Fixture design showing component access from all sides) will only be submitted by Oryx Fixturing pvt.ltd. and that will be after DAP. Oryx Fixturing pvt.Ltd. will not be responsible for any tool approaches, fouling. It is purchaser's responsibility to cross check tool lengths and interference (new or existing) with fixture.

15.8 If purchaser wants Oryx Fixturing Pvt.Ltd. to check tool interference, separate charges will required and Oryx Fixturing Pvt.Ltd. will undertake it only after receipt of PO, payment, detailed tool list with 2D layouts of all drawings from purchaser.

16. Purchaser will provide or make available its machine, tool room facility for minor on site rectifications to be done on fixtures on no cost basis.

17. Commissioning or prove out charges is only for 5 components and max 4 days stay whichever is earlier. Oryx Fixturing Pvt.Ltd. has no liability if prove out does not happen within 4 days for whatsoever reason. If commissioning charges are not mentioned in PO, commissioning will be at customer's expenses, air travel, conveyance, food, lodging etc.

18. Purchaser will on a regular basis get clamping force measurement, fixture inspection from Oryx Fixturing Pvt.Ltd. to keep fixtures up to date and avoid accidents during functioning.

19. Oryx Fixturing Pvt.Ltd. will undertake responsibility for prove out of accuracy commitment. Purchaser will only stick to accuracy and functional requirement of component and will not have any say on fixture part material, design accuracies and manufacturing process. CMM inspection done at Oryx Fixturing Pvt.Ltd. facility will be final. No sign off will be done with purchaser for fixture or fixture child parts accuracies.

20. Any fixture designed will only be suitable for one variant of component (main component). Suitability to other variants (design, parts, and changes) will be charged extra. Oryx Fixturing Pvt.Ltd. will responsible for accuracies related to main component.

21. Operating instructions, manuals, 2D/3D part drawing and design will only be shared on receipt of full payment for given purchase order.

22. Inputs/ designs to be shared only through mail. No telephonic discussion or data sharing will be entertained. There will be no amendments/ corrections will be done after DAP. Any modification in design will be charged extra.



23. Selection, make of hydraulic /pneumatic valves, cylinders and accessories will be solely at discretion of Oryx fixturing Pvt.Ltd. design team. Oryx fixturing Pvt.Ltd may consider purchasers request for specific make but the final decision will be of Oryx fixturing Pvt.Ltd design team even after DAP or at any point of manufacturing stage. Purchaser will have no say over selection, make of cylinders.

24. All trademarks, copyright, design right and other intellectual property in any design, specification, process, method of working and other information related to tools and fixtures shall remain vested for all time with Oryx fixturing Pvt.Ltd. Buyer assumes all risk of any intellectual or design property infringement, claims resulting from use, share, and transfer of this property.

25 Place of Performance and Jurisdiction

Place of performance and place of jurisdiction shall be Pune, Maharashtra, India.