

TERMS AND CONDITIONS

All orders from the purchaser (hereinafter called as Customer) are accepted by **PROTOCOL SOLUTION PVT LTD.**, (hereinafter referred to as PSPL) subject to the terms and conditions set out hereinafter.

I. DELIVERY/INSTALLATION

- a) PSPL shall subject to availability of the ordered equipment(s) items arrange to deliver the same either from Bangalore or other warehouse locations or any branches in India within a reasonable time of the acceptance of the order by it. All efforts will be made to keep up to the delivery schedule however, if any delay is caused due to transport strike lockout, war, accident, riots or any other exigencies or circumstances beyond the control of PSPL, the customer shall not be entitled to claim any damages whatsoever nor PSPL is liable to pay any damages to the customers for any such reasons whatsoever.
- b) The equipment(s) shall be deemed to have been delivered on its receipt by the customer or his duly authorized representative. Goods once sold will not be taken back unless prior written consent of PSPL is given

II. TERMS OF PAYMENT

- a) Payments due under this order shall be made mutually agreed upon and indicated in the terms of payments column in this challan cum Invoice. Any payment remaining outstanding after the date of delivery shall attract interest at the rate of 24% p.a. effective from the due payment dates till date of actual payment. b) Payment against this challan cum Invoice must be made by Bank drafts/Cheques crossed A/c payee drawn in favor of "PROTOCOL SOLUTION PVT LTD.," payable locally to the branch booking the order. c) The Customer should insist for official Receipts of all payments by Cash & Bank credit is treated as acknowledgement. d) We reserve our right to recover the amount in part or full of bill at anytime.

III. LIABILITY

- a) PSPL shall not be liable in any manner whatsoever to the Customer or any other person for any loss, injury, damage of any kind, howsoever caused, with reference to usage of our goods.

IV. REPOSESSION

PSPL shall have the first lien on equipment(s) supplied hereunder for any unpaid amount. Timely payment being the essence of this transaction/contract. PSPL shall have the right to repossess the customer equipments, in the event of the Customer not paying the Full amount by due payment dates. PSPL or its duly authorized representatives shall be entitled to enter the Customer's premises and to do such things acts deeds, as may be necessary, expedient usual and Proper to repossess the said equipment(s).

V. DISPOSAL OF GOODS

- a) On the failure of the Customers to take delivery and/or pay for the equipment's as per terms and Conditions hereunder agreed, shall be entitled to sell or dispose of the equipments on account and risk of the Customer, either at a public auction or by private bargain, without prior and written notice to the Customer.
- b) Order once accepted by PSPL will not be altered or cancelled without the written consent of PSPL. However if the order is cancelled by the Customer, the advance amount will be forfeited. Execution of the order will be done in accordance with the terms and conditions agreed upon.
- c) Unless, otherwise stated in this Invoice prices are ex-Warehouse of PSPL Head & branch offices and excluding octroi or other entry charges, freight & forwarding, insurance, packing levies, cess permitted charges. Local or Central Sales Tax etc., which will be payable by the customer, wherever required. Customer purchased against C-form, are liable to issue C-form in stipulated time period, any non issue of C-form PSPL is liable to collect the different tax amt from customers.

Regd office: PROTOCOL SOLUTION PVT LTD., #985,4th Cross, 1st A Main Road, Near Mahalakshmi saw mill , New thippsandra Bangalore -560 075. Phone No: 080-41523515(10lines), Fax: 080-41536089. sales@protocolsolution.com

VI. FOR WARRANTY

All hardware's items carry 13 months from the date of Invoice against respective manufacturer's manufacturing defects. Thermal printer head of receipt/label printer is warranted only for 6 months from the date of invoice to End customers & 3 months for the dealers. There is no warranty for consumables sold, for any spare parts sales only working warranty of one month from the date of invoice is applicable.

VII. JURISDICTION OF COURTS

All disputes are subject to jurisdiction of Bangalore courts only

DECLARATION

We hereby certify that our registration certificate under the sales tax Act is in force on the date on which the sales of goods specified in this bill is made by us & that the transaction of sales covered by this bill has been effected by us in regular course of our business. I/We declare that this invoice shows the actual price of the goods described and that all particulars are true and correct.

Signature of the customer

Authorized Signatory