



# QUOTATION

Quotation CLM/239

## CLM COMPANY

CLM COMPANY  
13/349E, Cristal Plaza  
Cherthala, Alapuzha Kerala India 688526  
www.clmcompany.in  
E MAIL:-clmcompanyindia@gmail.com  
PAN:-CCVPS3255E  
GSTIN:-32CCVPS3255E1ZC

Bill To

### CLM COMPANY


13/349E  
Cristal Paza  
Ulavaipu P O  
Poochakkal  
Cherthala  
688526 Kerala  
India  
GSTIN 32CCVPS3255E1ZC

Ship To

13/349E  
Cristal Paza  
Ulavaipu P O  
Poochakkal  
Cherthala  
688526 Kerala  
India


Place Of Supply: Kerala (32)





Quotation Date	Expiry Date	Reference#
25/04/2023	25/04/2023	CLM/23-24/239





#	Item & Description	HSN/SAC	Qty	Rate	CGST	SGST	Amount
1	 CLM LAUNDRY PLUS A) We will supply following machinery 1) One Washing Machine 30Kg (33047-WASHING MACHINE 30KG TOP LOAD BELLY THREE PHASE 27X40-RTSH-C) 2) One Hydro Extractor 25Kg (33048-HYDRO EXTRACTOR 25 KG BELT DRIVE THREE PHASE 12X24-RTSH-C) 3) One Tumble Dryer 25Kg Gas (33049-TUMBLE DRYER 25KG MANUAL GAS THREE PHASE 24X32-RTSH-C) 4) Two Vacuum Finishing Table 2.5 X 4 (33017-VACUUM FINISHING TABLE 2.5X4-AMN-B) 5) Two Portable Boiler With 2128 Iron box (33018-PORTABLE BOILER 9L WITH 2128	998396	1.0 Nos	0.00	0.00 9%	0.00 9%	0.00


#	Item & Description	HSN/SAC	Qty	Rate	CGST	SGST	Amount
	IRON BOX-AMN-B)						
	B)We will supply following accessory						
	6) Gas pressure reducer accessories						
	7)Hydro Extractor foundation accessories						
	C)We will do Pre Installation work						
	8)Electrical works for the machinery will be provided inside the shop (as per Machinery standard)						
	9)Plumbing works for the machinery will be provided inside the shop(as per machinery standard)						
	10)We will provide maximum 3 meter hot air ducting work for the machinery						
	11)Gas pressure line for the machinery will be provided inside the shop( as per machinery Standard)						
	12) Drainage works for the machinery will be provided inside the shop( as per machinery Standard)						
	13)Civil foundation for the hydro extractor will be provided inside the shop( as per machinery Standard)						
	D) We will provide following support while installation						
	14)One day site inspection						
	15)One day machinery related technical training						
	16)One day franchise store related training						
	17)One day Consulting						
	18)One day Staff Training (*additional days chargeable)						
	19)Staff supply as per customer demand (*we can provide labour contractor details labour salary, accommodation, food, traveling expense customer scope only)						
	20)Showroom Service validity up to inauguration day or one year whichever is earlier from the date of payment received.						
	21) Franchise Fees are not collected from customer.						


#	Item & Description	HSN/SAC	Qty	Rate	CGST	SGST	Amount
	22)Shop login ID and password, we can share one year as free of cost after one year it is chargeable as per company described price(Terms & conditions apply)						
	23)Customer booking dash board we will share one year free of cost after one year it is chargeable as per company described price(Terms & conditions apply)						
	24)First One year Virtual assistant available during the working hours as free of cost after one year it is chargeable as per company described price(Terms & conditions apply)						
	25)First One year Key account manager supports available as online as free of cost after one year it is chargeable as per company described price(Terms & conditions apply)						
	26)First one year, Industry related updates will be shared with customer for free of cost after one year it is chargeable as per company described price (Terms & conditions apply)						
	27)First one year, Monthly online audit as free of cost, after one year it is chargeable as per company described price(Terms & conditions apply)						
	28)Every 11 months customer need to renew the shop login as per company terms and conditions charges may apply as per company terms & conditions						
	29)We are not collecting royalty from the customer during the one year period						
	30)Online booking through www. launsmart.com is available with terms & conditions as per company standard						
	31)Mandatory Online business target is Rs 25000 monthly or Rs 300000 yearly is applicable						

#	Item & Description	HSN/SAC	Qty	Rate	CGST	SGST	Amount
	<p>32)As per company terms and conditions if shop owner is not achieving the online business target, then yearly basis renewal charge is applicable as per terms &amp; conditions of the company</p> <p>33) Shop renewal charge is limited as 15% of the yearly online target</p> <p>34)If shop owner is not achieving the yearly target they need to pay difference of the target amount for renewal after one year.</p> <p>35) Log in/Store renewal charge is 45000/- yearly.First year it is free later it is chargeable as per company terms &amp; conditions charges may apply</p> <p>36) If Social Media Marketing is required for the store it is possible subjected to the terms &amp; conditions of the company, monthly social media campaign cost is Rs 5000 as advance payment. If customer pays Rs 5000 for basic social media campaign, we can promote the store code through our company social media page through Facebook or Instagram only</p>						
2	 <p><b>33047-WASHING MACHINE 30KG TOP LOAD BELLY THREE PHASE 27X40-RTSH-C</b>  Model  -33047  Capacity - 30 kg *WT  Drain Out Size - 1.5 inch  Basket size - 27" X40"  Motor HP - 1HP for three Phase</p>	84502000	1.0 Nos	1,58,000.00	14,220.00 9%	14,220.00 9%	1,58,000.00

#	Item & Description	HSN/SAC	Qty	Rate	CGST	SGST	Amount
3	 <b>33048-HYDRO EXTRACTOR 25 KG BELT DRIVE THREE PHASE 12X24-RTSH-C</b> Model -33048 Capacity - 25 kg *WT Drain Out Size - 2.5 inch Basket size - 24" X12 " Motor HP - 2HP for three Phase	845020	1.0 Nos	1,08,000.00	9,720.00 9%	9,720.00 9%	1,08,000.00
4	 <b>33049- TUMBLE DRYER 25KG MANUAL GAS THREE PHASE 24X32-RTSH-C</b> Model -33049 Capacity - 25 kg *WT Exhaust Square Size - 7x7 inch Basket size - 32" X24 " Drive Motor HP - 1 HP for three Phase Blower Motor HP- 1 Hp for single phase Dimension LxBxH inch -44x30x61	845140	1.0 Nos	1,58,000.00	14,220.00 9%	14,220.00 9%	1,58,000.00
5	 <b>33017-VACUUM FINISHING TABLE2. 5X4-AMN-B</b> Model 33017 Capacity 2.5x4 Feet Motor RPM 1200 Table Size 2.5x4 Feet Connected load Single Phase / 3 Phase Available	845130	2.0 Nos	20,000.00	3,600.00 9%	3,600.00 9%	40,000.00
6	 <b>33018-PORTABLE BOILER 9L WITH 2128 IRON BOX-AMN-B</b> Model 33018 Capacity 9 Liter / One Table Heater 2000W Iron Box Electrical/920 w Electricity Single phase Type of Iron 2128 Steam iron	845130	2.0 Nos	20,000.00	3,600.00 9%	3,600.00 9%	40,000.00

#	Item & Description	HSN/SAC	Qty	Rate	CGST	SGST	Amount
7	 <b>CLM LAUNDRY PLUS :-</b> Materials (Electrical, Plumbing, Ducting Work For the machinery within the 300SQFT Room) Electrical Materials Plumbing Materials Ducting materials	85444930	1.0 Nos	50,000.00	4,500.00 9%	4,500.00 9%	50,000.00
8	 <b>CLM LAUNDRY PLUS:-</b> Labour Charge (Electrical, Plumbing, Ducting Work For the machinery within the 300SQFT Room) Labour Charge Electrical Labour Charge Plumbing Labour Charge Ducting Work	998717	1.0 Nos	40,000.00	3,600.00 9%	3,600.00 9%	40,000.00
9	 <b>CLM LAUNDRY PLUS:-</b> Transportation Charge Transportation Charge up to the Location	996511	1.0 Nos	36,500.00	3,285.00 9%	3,285.00 9%	36,500.00
10	 <b>One Time Consulting Service Charge, Site Inspection, Technical Training, Store Training, Staff Training, Fabric &amp; IT Training</b> One time detailed consulting service for entire the laundry business One day site inspection provided by experienced engineer One day technical and mechanical training for the machinery One day store related training One day staff training One day fabric related service training One day software & IT peripheral related training All above training available up to inaugural day	998314	1.0 Nos	75,000.00	6,750.00 9%	6,750.00 9%	75,000.00

#	Item & Description	HSN/SAC	Qty	Rate	CGST	SGST	Amount
11	 <b>CLM LAUNDRY PLUS SHOW ROOM INTEGRATION CHARGE</b> Over all virtual supervision for the showroom up to the inauguration Assistance for showroom, counter, Name Board, Interior Set up, Electrical and Plumbing connection set up, drainage facility management guidelines	85444930	1.0 Nos	1,00,000.00	9,000.00 9%	9,000.00 9%	1,00,000.00

12	 <b>Online Software, Web Service Integration Charge, Server Cost, One Time Store Assistance, SMS Gateway Support, First Year Store Software</b> Online Software (One Year) Web Service Integration Charge (One Year) Server Cost (One Year) Store Assistance (One Year) SMS Gateway of (Launsmart) SMS- One Rs per sms (Shop owner need to pay sms amount every three months basis ) Above All Services First year free after one year 45000/- yearly (Terms & conditions apply) Note: Franchise is expired/cancelled/not renewed/terminated if franchise people require these above services 90,000/- yearly need to pay extra at actual subject to the terms & conditions	998314	1.0 Nos	0.00	0.00 9%	0.00 9%	0.00
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Items in Total 14.0

Sub Total 8,05,500.00

CGST9 (9%) 72,495.00

SGST9 (9%) 72,495.00

Adjustment (-) 490.00

**Total ₹9,50,000.00**

Total In Words: **Rupees Nine Lakh Fifty Thousand Only**

## Notes

Advance Payment to be made:100% of the total Value

Transportation and delivery charges:Extra at actual from Kerala/Delhi/Punjab

Additional charges including for installation & commissioning etc (if applicable): Pay at actual

Product Delivery Period:Within 45days from the 100% payment

Warehouse where Product(s) may be inspected during the Product Delivery Period: Poochackal, Kerala

Machinery related all Terms and conditions read carefully in the Annexure

- A) Consultancy/ Project/Franchise/Shop related tools (website, software, virtual support, online audit, onsite service support, etc...) activating for customer hence once the project is inactive all the tools automatically cancelled.
- B) Consultancy/ Project/Franchise/Shop guideline available through online video, audio or conference call.
- C) Agreement term 1 Year from the date of advance made.
- D) 100% Advance Payment Applicable.
- E) Consultancy/ Project/Franchise/Shop charge not refundable.
- F) Consultancy/ Project/Franchise/Shop charge non-transferable.
- G) Within one year customer not activating or starting the Consultancy/ Project/Franchise/Shop Login become invalid.
- H) If customer not purchasing Machinery Consultancy/ Project/Franchise/Shop agreement become inactive or cancelled.
- I) Customer not purchasing machinery Consultancy/ Project/Franchise/Shop not eligible for further business because all facility and infrastructure (staff, technology, expert guideline team, etc..) providing by third party company therefore consulting charge is Applicable.
- J) If customer not purchasing the machinery we will deduct Rs.106200 from advance and pay to consulting company for using there knowhow and infrastructure and consultancy service.
- K) If CLM associated partner Launsmart giving business to CLM Consultancy/ Project/Franchise/Shop customers need to pay business margin as per company terms and conditions.
- L) CLM Franchise doing business through Online website [www.launsmart.com](http://www.launsmart.com), Launsmart mobile application, whats App chat +918589013183 and generating customer leads and booking. The online leads margin for Launsmart Consultancy/ Project/Franchise/Shop as per company terms and conditions

### Other Note:-

- 1) Boiler, Table, Iron box onsite service is not available during the warranty period also ( \* Applicable for Steam Iron Machine Only )
- 2) Any complaint related Boiler,Table, Steam Iron box customer can send the parcel to our head office at poochackal, Kerala and we can repair and resend the materials through parcel service. ( Service as per service package, Spare parts as per replacement terms as per trading policy, to and fro Parcel charge customer scope only ) ( \* Applicable for Steam Iron Machine & Franchise Only )
- 3) No spare warranty No Service warranty applicable ( \* Applicable for Steam Iron Machine Only )
- 4) Onsite service support not available for dealer price and customer required site service charge may apply ( \* Applicable for Steam Iron Machine Only )
- 5) Installation charge extra at actual as per machinery ( \* Applicable for Steam Iron Machine Only )
- 6) Transportation charge extra is applicable (Transportation charge from our Ludhiana, Punjab or Kerala Factory) ( \* Applicable for Steam Iron Machine Only )
- 7) Site service charge is applicable during the warranty period also otherwise customer required valid site service package ( \* Applicable for Steam Iron Machine Only )
- 8) Service charge is vary as per the machinery and location during the warranty period also \* Terms and condition apply ( \* Applicable for Steam Iron Machine Only )
- 9) Online service support is not applicable for dealer price ( \* Applicable for Steam Iron Machine Only )
- 10) Spare parts replacement is not applicable and service against receiving of damaged parts during the warranty period at our head office

"The QUOTATION given above for the Product(s) and the sale and delivery of the Product(s) is subject to the terms and conditions for sale printed at the reverse side of the Quotation/Invoice accepted by you while placing the Order. The said terms and conditions shall also be deemed part of this retainer invoice and you are bound by the said terms and conditions."

## Terms & Conditions

Product(s) and/or its spare parts mentioned above are being imported and hence, terms applicable to imported Product(s) are applicable

The Purchase Price indicated is special price applicable to Dealers. Hence, terms applicable to Dealers are applicable to the Buyer

The quotation/Invoice given above for the Product(s) and the sale and delivery of the Product(s) is subject to the terms and conditions for sale printed at the reverse side of this quotation/Invoice. The said terms and conditions form a part of the quotation/Invoice. Kindly go through the same carefully and thoroughly. By accepting the quote/Invoice and ordering the Product, you shall be bound by the said terms and conditions.

### CLM COMPANY Bank Details

Bank: HDFC Bank, Pallichanda Branch, Kerala; A/c no.: 50200040736960; A/c Name:CLM COMPANY, IFSC: - HDFC0001493.

Please refer our Terms and Condition Annexure carefully.





TEAM CLM COMPANY  
Authorized Signature

## STANDARD TERMS AND CONDITIONS FOR SALE OF PRODUCTS

These terms and conditions (hereinafter referred to as “**Terms**”) govern the sale of Products of CLM COMPANY, having its registered office at 13/349E, Cristal Plaza Ulavaipu P O, Poochackal, Cherthala, Kerala, 688526, India (hereinafter referred to as “**CLM**”). In case of any inconsistency with any order, letter, e-mail, catalogue, advertisement, price list or any other communication between the Buyer and CLM (including its employees or agents), whatever may be their respective dates, the provisions of these Terms shall prevail unless expressly varied in writing and signed by an authorised representative of CLM. The Buyer acknowledges and agrees that it has read and understood these Terms. If Buyer places an Order or accepts these Terms in writing or makes any payment to CLM which are consistent with performance of these Terms and/or Quotation (as defined below), the Buyer shall be deemed to have accepted these Terms in their entirety without modification and these Terms shall thereby constitute a legal agreement between CLM and the Buyer.

### A. DEFINITIONS

1. **Advance Payment** shall mean 100% of the Purchase Price that the Buyer is required to pay CLM when placing the Order on CLM.
2. **Buyer** shall mean any person who buys the Products from CLM and shall include Customers and/or Dealers.
3. **Cancellation Charge** shall be the charge that is payable by the Buyer for cancelling an Order after it is placed and shall be the sum of 25% of the Purchase Price (40% of the Purchase Price if the Product or any part thereof is imported from outside India), transportation charges of the Product (s) or its parts to the Warehouse and other expenditures incurred by CLM.
4. **Customer** shall mean any Buyer who is not a Dealer.
5. **Dealer** shall mean any Buyer who buys the Product(s) for onward sale to other Customers or Buyer who purchases Product(s) at the Purchase Price applicable to Dealers.
6. **Order** shall mean the order for the purchase of the Product placed by the Buyer with CLM as per these Terms by signing the Quotation.
7. **Products** shall mean any and all laundry, dry cleaning or ironing machines or parts thereof manufactured or distributed by CLM.
8. **Product Delivery Period** shall mean the time within which the Product shall be delivered from the date on which the Advance Payment is paid to CLM.
9. **Purchase Price** shall mean the total price of the Products agreed to be paid by the Buyer as per the final Quotation shared by CLM.
10. **Quotation** shall mean the details of the Products, its Purchase Price and other details issued by CLM specifically to the Buyer as detailed under clause B.1.
11. **Service Charges** shall mean charges to be paid by the Buyer to CLM for providing on-site service of the Product(s) which shall include the travelling and accommodation expenses of the agent/employee of CLM.
12. **Warranty Period** shall mean a period of 12 months from the date of delivery of the Product to the Buyer by CLM.
13. **Warehouse** shall mean any of the warehouses of CLM in India where Products and/or its spare parts are manufactured and/or stored...

### B. QUOTATION AND PAYMENT TERMS

1. **Quotation.** CLM issues a Quotation (as appearing on page 1 of these Terms) to the Buyer after thorough analysis of Buyer's requirement, site visits and discussions. Quotation shall include: (i) details of the Buyer; (ii) the details of the Product(s) the Buyer intends to buy from CLM; (iii) the Purchase Price of the said Product(s) (iv) the Advance Payment amount; (v) transportation and delivery charges for delivery of the Product(s) to the Buyer (vi) additional charges (if applicable) for installation, commissioning etc; and (vii) the time period within which the Product(s) are ready for dispatch and may be inspected by the Buyer at the Warehouse. The Quotation shall be specific to each Buyer and shall not be relied upon by any other person other than the Buyer specifically mentioned in the Quotation. Upon receipt of the Quotation, the Buyer shall place the Order and make the Advance Payment for the Product(s) within 30 days from the date of Quotation, failing which the Quotation (including the Purchase Price quoted therein) shall lapse. The Advance Payment may be paid in instalments at the sole discretion of CLM. The Buyer understands and acknowledges that CLM incurs expenditure in issuing the Quotation as per the specific requirements of the Buyer.
2. **Payment Terms:**
  - i. The Purchase Price shall be exclusive of transportation and delivery charges and charges for installation or commissioning of the Product(s), utility connections like civil, electrical, plumbing or ducting works, unloading of the Product(s) at the Buyer's premises, inland/local/import transport charges or insurance charges. For availing any of these additional services from CLM, additional charges over and above Purchase Price shall be applicable.
  - ii. The Buyer shall make the Advance Payment to the following bank account of  
CLM upon placing the Order: Bank: HDFC Bank, Pallichanda Branch, Kerala; A/c no.: 50200040736960; A/c Name: CLM COMPANY, IFSC: - HDFC0001493.

- iii. The Buyer shall inspect the Product(s) at the Warehouse when the Product(s) reaches the Warehouse as per the Product Delivery Period mentioned in the Quotation. Upon inspection, the remaining any % of the Purchase Price shall be paid to CLM by the Buyer against the performa invoice raised by CLM to its bank account mentioned in clause B (2) (ii). Only upon payment of remaining Purchase Price shall the Product(s) be delivered from the Warehouse to the Buyer's premises.
- iv. It is hereby agreed and confirmed by the Buyer that in the event Buyer cancels the Order, Cancellation Charge shall be paid by the Buyer to CLM. Buyer acknowledges and understands that the Cancellation Charge is being charged on account of the expenses incurred by CLM in connection with the Buyer having placed the Order including but not limited to the expenses incurred for analysing the Buyer's requirements before issuing the Quotation. Cancellation charges shall be deducted by CLM from the Advance Payment made by the Buyer. In the event, Advance Payment was not made in full and/or CLM is not able to recover the full amount of the Cancellation Charge from the Advance Payment, Buyer shall be liable to pay CLM the remaining amount of the Cancellation Charge and CLM reserves the right to pursue such recourse as available to in law or equity to recover the same.
- v. Product(s) once delivered to the Buyer's premises shall not be returned. The Buyer agrees and confirms that if the Buyer cancels the Order after the Product reaches the Buyer's premises, the Purchase Price shall not be refunded. However, CLM may, in its sole discretion refund 75% of the Purchase Price in the event the cancelled Product(s) is bought by another Buyer.
- vi. The Purchase Price provided to the Dealer is the price of the Product(s) applicable to Dealers only and not for Customers and the same shall be specified in the Quotation.
- vii. In case of imported Product(s) or where part(s) in the Product(s) are imported the Purchase Price shall be subjected to change depending upon the exchange rate and other applicable duties and taxes which shall be paid by the Buyer at the time of delivery of the Product(s).

## C. WARRANTY

All Products are sold with the benefit and subject to the conditions of the warranty as follows:

1. Warranty for Products will only be available within the Warranty Period and provided complaints are received from the Buyer and registered within the said period by CLM.
  2. The warranty covers only manufacturing defects in material and workmanship that may arise despite normal operation and usage of the appliance, as prescribed in the brochure provided to the Buyer.
  3. The warranty is not applicable to defects caused by misuse, neglect in usage or maintenance, accidents, exposure to extreme temperatures, excessive impact or transport damages.
  4. The warranty for the Product(s) shall become null and void in the event installation, commission or any service is done to the Products(s) by any person other than employee/agent of CLM.
  5. The warranty for Products is limited to manufacturing defects which the Buyer is able to establish to the reasonable satisfaction of CLM within the Warranty Period.
  6. Service requests of Buyers shall not be registered or serviced by CLM unless Buyer registers the service request by calling our customer care no. +919539000990, for CLM
  7. Repairs of Product(s) or replacements of spare parts would be purely at the discretion of CLM only. CLM's obligation under this warranty shall be limited to repair and providing replacement of defective parts only. It is hereby clarified that after the Warranty Period or for services rendered which are outside the scope of warranty as indicated in these Terms, Service Charges will be applicable for all on-site visits and the same shall be borne by the Buyer.
  8. Spare parts which had manufacturing defect shall be replaced by CLM. However, Buyer shall pay the duties and taxes as applicable to imported spare parts.
  9. In certain cases CLM may send spare parts to the Buyer (whether within warranty or otherwise) based on the serial no. communicated to CLM by the Buyer. In the event the serial no. was found to be incorrect, the Buyer shall be liable to pay for the charges incurred on the spare part already ordered and/or sent to the Buyer without any risk to or responsibility of CLM.
- 10. For Customers:**
- i. The Customers shall be provided on-site warranty for the Product(s).
  - ii. During the Warranty Period, Service Charge shall not be applicable to the Customers, provided the Product(s) has a manufacturing defect as assessed by CLM. In the event, the agent/employee of CLM, upon site visit assess the defect (in his sole discretion) not to be a manufacturing defect, Service Charge would be applicable upon the prevailing rates of CLM and the Customer shall pay the same to CLM. The Customer agrees and understands that any further service of the Product(s) shall be done by CLM only upon payment of Service Charge accrued.
  - iii. Warranty is not applicable for daily consumables in the Product(s) like washer, cap, gland, hose, tube, burner, plastic consumables etc.
- 11. For Dealers:**
- i. Dealers shall have warranty only for the spare parts in the Product(s) and for manufacturing defects in the Product within the Warranty Period and shall not be available at the Dealer's premises, i.e. on-site warranty is not available to Dealers. CLM may assist the Dealers through telephone or video calls during Warranty Period for minor issues with respect to the Product(s) like leakage, loose belt or wire etc.

- ii. For any service related to the spare parts, Dealer shall courier the defective part to our Warehouse at Alappuzha. Once CLM ascertains, in its sole discretion, that there is manufacturing defect of the spare part, it shall send another spare part or repaired spare part to Dealer's address. In the event, CLM is of the assessment that the spare part does not have any manufacturing defect, the Dealer shall be charged for the service, repair or replacement.
- iii. In the event Dealer requires on-site service of CLM for the Product(s) bought by the Dealer, Dealer shall pay Service Charges to CLM.

iv. It is hereby clarified that warranty for Product(s) sold to Customers by a Dealer will be available only till the expiry of the Warranty Period, irrespective of when the Product is sold/delivered to the Customer. In the event the Dealer sells the Product(s) or its spare parts after the Warranty Period, CLM shall have no obligation to provide warranty to such Product(s) or spare parts sold to the Customers by the Dealer.

#### **D. REPRESENTATIONS AND WARRANTIES OF BUYER**

The Buyer represents and confirms that:

1. the Quotation of the Product(s) was issued to the Buyer by CLM after providing site visit to the Buyer, detailed explanation and training provided with respect to the Product(s) and after addressing all queries and concerns of the Buyer.
2. It shall be solely responsible for satisfying itself that the Product(s) on which any information or recommendation(s) made by CLM is based, is correct and that the Order is placed after being satisfied with the Buyer's independent verification of the Product(s) in the Quotation.
3. It shall pay to CLM Cancellation Charge as per the Terms in the event of cancellation of any Order.

#### **E. INDEMNITY AND LIMITATION OF LIABILITY FOR PRODUCTS**

1. The Buyer shall be liable for and shall indemnify CLM against any and all expenses, loss or liability suffered by a third party or in a third party proceeding arising as a result of or in connection with any act, omission, negligence, and/or breach of these Terms by the Buyer or otherwise through the default of the Buyer.
2. CLM shall have no liability, including for the loss of tangible or intangible property in respect of any Product(s) or defects thereof arising out of the act(s), omission(s), commission(s), negligence or default of Buyer, its employees, servants, and/ or agents including in particular but without prejudice to the generality of the foregoing, any failure by the Buyer to comply with any recommendations/instructions of CLM as to the use of the Product(s) or other misuse of the Product(s) or accident or wear and tear of the Product(s).
3. All implied conditions and warranties are hereby excluded.
4. CLM shall not be liable for any indirect, special or consequential losses (including, but not limited to loss of profit, revenue or other economic loss), costs, claims, liabilities or expenses of any nature whatsoever, whether arising out of any tortious act or omission or of any breach of these Terms or statutory duty or duty of care or any misrepresentation or of any other causes whether or not known to CLM. The aggregate liability of CLM (whether in contract, tort, negligence or breach of statutory duty or otherwise) to the Buyer for any direct loss or damage shall be limited to the Purchase Price paid by the Buyer or part thereof.

#### **F. TRANSIT RISK**

1. From the date of payment of Purchase Price to CLM the title to and risk in the Product(s) shall pass to the Buyer who shall be solely responsible for their custody and maintenance.
2. Any damage caused to the Product(s) while in transit from the Warehouse to the Buyer's premises shall be to the account of the Buyer.
3. The Buyer shall arrange for the transport of the Product(s) from the Warehouse to the Buyer's premises or may request CLM to arrange for delivery. CLM, may, at its sole discretion, agree to arrange for a transporter to deliver the Product(s) at the sole risk and responsibility of the Buyer.

#### **G. MISCELLANEOUS CLAUSES**

1. CLM shall not in any way be affected, nor shall CLM be held liable for any failure or delay in the delivery of Product(s) or performance of any undertaking as per these Terms if such failure or delay is due to any cause or causes beyond its control, including but not limited to fire, flood, damage by the elements, perils of the sea or air, accident, act of God, strike, lockout, or other labour disorder, act of foreign or domestic de jure or de facto government, whether by law, order, legislative decree, rule, regulation or otherwise, revolution, civil disturbance, breach of peace, declared or undeclared war, act of interference or action by civil or military authorities or due to any other cause beyond the control of CLM.
2. All intellectual property rights in the Product(s) including the design thereof, patents, copyrights, logos, trade name, trademark associated therewith shall belong solely, exclusively and perpetually to CLM [and/or the manufacturer CLM purchases the Product(s) from] and CLM reserves the right to the use of the said intellectual property. The Buyer may not use, or permit the use of, the logos, trade name or trademarks or any similar marks or use, copy or permit to be copied or reverse engineer any of the other intellectual property associated the Product(s) except strictly in accordance with these Terms, without the prior written permission of CLM.
3. The rights and obligations pursuant to these Terms are governed by, and shall be construed in accordance with, the laws of India and courts in Alappuzha, Kerala shall have exclusive jurisdiction in relation to all disputes arising from these Terms.
4. All notices shall be issued to CLM at the address mentioned in these Terms and to the Buyer at its address mentioned in the Quotation.

5. **WE VALUE YOUR BUSINESS!** For all Queries relating to re-ordering the machinery product related doubts please contact CLM+919539000990.  
For delivery, account, Payment etc., please contact +919539000990