

ANAND SEAMLESS LTD.

SALES AND COMMERCIAL POLICY

Effective Date: 15-10-2025

Revision No.: 04

Supersedes: Revision 03

Prepared by: Sales and Commercial Department

Approved by: Board of Directors

Signatures:

Prepared By: _____ Approved By: _____



1. Introduction

This Sales & Commercial Policy (“Policy”) governs all domestic and export sales by Anand Seamless Ltd. (“the Company”).

By placing a Purchase Order, the Buyer acknowledges that it has read, understood, and accepted this Policy.

Supremacy Clause:

The terms and conditions stated in this Policy shall supersede any contrary or additional terms mentioned in the Buyer’s Purchase Order, quotation, correspondence, or any other document.

Any deviation or exception shall be binding on the Company **only if expressly and specifically accepted in a separate written document** (such as the Order Acceptance or a signed Addendum) by an authorized signatory of the Company, **regardless of any language appearing in the Buyer’s Purchase Order suggesting otherwise.**

2. Definitions

For the purposes of this Policy, unless the context otherwise requires:

- **Company** means Anand Seamless Ltd., having its registered office at Ahmedabad, India.
- **Buyer** means any person, entity, or organization that places a Purchase Order with the Company.
- **Purchase Order (PO)** means the written order issued by the Buyer requesting supply of Goods or Services.
- **Order Acceptance** means the written communication (including a Proforma Invoice or formal confirmation) issued by the Company confirming acceptance of the Buyer’s Purchase Order and defining the binding commercial terms.
- **Goods** means products manufactured and/or supplied by the Company under this Policy.
- **Test Certificate (MTC)** means a Mill Test Certificate or similar quality-assurance document issued by the Company to certify conformity of Goods.
- **Third-Party Inspection Report (TPI)** means a report issued by an approved independent inspection agency engaged by the Buyer or the Company.
- **Incoterms 2020** refers to the trade terms published by the International Chamber of Commerce (ICC) governing interpretation of commercial delivery conditions.

3. Product Information

The Company manufactures and supplies Seamless Tubes, Pipes, and Finned Tubes as per Buyer specifications.

The Company does not undertake any design responsibility for end-use applications.

Product details are subject to improvement without notice.

4. Prices and Payment Terms

All prices are **Ex-Works (Chhatral, Gujarat, India)** unless otherwise agreed. Prices exclude GST, freight, duties, and insurance unless specified.

Goods and Services Tax (GST):

Prices are exclusive of GST unless stated otherwise. GST shall be charged at applicable rates. The Buyer shall provide accurate GST registration details and indemnify the Company for any mismatch or reversal of Input Tax Credit (ITC) due to errors or delays attributable to the Buyer.

Price Variation Clause:

If raw-material prices (Aluminium, Copper, Zinc, Chromium, Steel, etc.) fluctuate by more than $\pm 5\%$ from the quotation or order-confirmation date, the Company reserves the right to revise the sale price accordingly.

Delayed Payment Penalty:

Delayed payments shall attract a penalty of 24% per annum, calculated on a monthly compounding basis from the due date until realization.

This contractual interest is independent of, and in addition to, any interest liability that may accrue under the MSMED Act, 2006, as stated in Clause 16.

Payment Trigger for Proforma Invoice:

For Proforma Invoice-based transactions, the payment period shall commence from the date the Company submits the **Test Certificate or Third-Party Inspection Report**, whichever occurs earlier.

Submission of Test Certificates:

Submission of the **Test Certificate or Third-Party Inspection Report** by the Company shall be for the **sole purpose of triggering the payment period** and facilitating the Buyer's preliminary inspection or internal acceptance procedures. Such submission shall **not constitute transfer of legal ownership** of the Goods or the Test Certificate, both of which shall remain the property of the Company until **full and final payment** for the Goods is received in cleared funds.

MTC Ownership:

Ownership of Test Certificates shall remain with Anand Seamless Ltd. until full and final payment is received. Original or signed copies may be provided in good faith for inward inspection; however, the Buyer shall not use, rely on, or present the Test Certificates to any third party (including its end customer) for acceptance, certification, or commercial purposes until full and final payment is received.

5. Delivery and Risk

Delivery schedules are indicative and subject to material availability and Force Majeure.

No penalties or LDs apply for delay.

All sales are **Ex-Works (Chhatral, Gujarat, India)** as per Incoterms 2020.

Responsibility ceases upon loading goods and handing them to the transporter. Once loaded, risk of loss, damage, or delay transfers to the Buyer.

The Buyer must arrange adequate transit insurance. Buyer or transporter shall verify quantity and condition at the time of loading.

Any claim for transit damage lies solely between the Buyer and the transporter or insurer.

5.4 Refusal or Delay in Taking Delivery:

If the Buyer or its designated agent/transporter fails to take delivery of the Goods on the agreed ready-for-dispatch

date, the Company shall be entitled to charge the Buyer for all resulting costs, including but not limited to storage, insurance, and handling fees, calculated at **1% of the invoice value per month** (or part thereof) commencing **48 hours after notification of readiness for dispatch**.

The Company may also resell or otherwise dispose of such Goods at its discretion if delivery is not taken within a reasonable period, without prejudice to its right to recover related costs and losses from the Buyer.

6. Inspection and Acceptance

The Buyer must inspect goods immediately upon receipt and notify any discrepancy within **seven (7) days** of delivery.

Failure to do so constitutes full acceptance.

Deemed GRN Acceptance:

If the Buyer fails to issue a GRN or acceptance confirmation within seven (7) days of receipt, the goods shall be conclusively deemed accepted as received and in good condition.

No subsequent claims shall be entertained.

7. Returns and Replacements

No goods shall be returned without written authorization.

Only items confirmed defective due to manufacturing reasons shall be replaced or credited.

Custom or special products are non-returnable.

8. Warranty

The Company warrants that supplied goods conform to agreed specifications and are free from manufacturing defects.

Disclaimer:

Except as expressly stated, all other warranties, express or implied—including merchantability or fitness for purpose—are excluded.

9. Product Design and Application Disclaimer

The Company does not undertake responsibility for design, selection, or suitability of the product.

Performance depends on handling, storage, fabrication, temperature, pressure, and operational conditions beyond the Company's control.

Accordingly, the Company shall not be liable for loss or damage arising from improper application or operational failure.

The Buyer bears full responsibility for validating design and ensuring compatibility in its process or plant.

10. Limitation of Liability

The Company's total liability shall not exceed the **invoice value** of the goods supplied.

The Company shall not be liable for any **indirect, incidental, punitive, special, or consequential losses**, including loss of production, use, data, business, or goodwill.

No liquidated damages (LD), penalty, or risk-purchase claim shall apply unless explicitly accepted in writing by the Company.

For the avoidance of doubt, the Company **expressly rejects any clause permitting risk purchase or procurement from alternate sources at the Company's cost**, unless specifically agreed to by the Company in a **separate written and signed document** issued by an authorized signatory.

11. Cancellation of Orders

Orders may not be cancelled without the Company's prior written consent.

In the event of cancellation, the Buyer shall be liable for all costs incurred by the Company, including but not limited to material procurement, processing, and administrative overheads.

The minimum cancellation charge of **20% of the total Purchase Order value** is hereby agreed upon as **pre-estimated liquidated damages**, representing a genuine pre-estimate of losses, and shall become immediately payable upon issuance of the Company's cancellation acknowledgment.

12. Force Majeure

Neither party shall be liable for failure or delay due to circumstances beyond control, including acts of God, war, terrorism, strikes, lockouts, government actions, port congestion, pandemics, or transport disruption.

The affected party shall notify the other within seven (7) days, and delivery timelines shall extend for the event duration.

No damages or penalties shall apply for such delays.

13. Confidentiality, IP & Export Compliance

All technical data, drawings, and intellectual property remain the Company's exclusive property.

The Buyer shall ensure compliance with all applicable export/import and trade-sanction laws.

14. Termination

The Company may suspend or terminate an order without liability if the Buyer defaults in payment, breaches terms, or becomes insolvent.

15. Governing Law, Jurisdiction & Language of Communication

This Policy and all transactions arising hereunder shall be governed by and construed in accordance with the **laws of India**.

All disputes, claims, or differences arising out of or in connection with this Policy or any related contract shall be subject to the **exclusive jurisdiction of the competent courts at Ahmedabad, Gujarat, India.**

For international contracts, any dispute shall be referred to **arbitration in Ahmedabad, India**, conducted in **English**, in accordance with the **Arbitration and Conciliation Act, 1996**, as amended from time to time.

Language of Communication:

All legal, commercial, technical, and administrative communication, contracts, correspondence, and documentation shall be conducted in **English**, which shall be the binding and governing language between the Buyer and the Company.

In the event of translation into any other language, the **English version shall prevail** for all purposes of interpretation, performance, and enforcement.

16. MSME Compliance, Ethics & Data Protection

MSME Compliance:

Anand Seamless Ltd. is a registered MSME under the MSMED Act, 2006. Delayed payments attract interest as per Section 16 of the Act, in addition to contractual interest.

Ethics and Anti-Bribery:

Both Buyer and Company shall adhere to all applicable anti-bribery, anti-corruption, and trade-compliance laws. Any violation may lead to immediate termination of supplies.

Data Protection:

Buyer data shall be used only for order processing, statutory compliance, and after-sales service, and protected per the Digital Personal Data Protection Act, 2023.

Environmental Responsibility:

The Company promotes sustainable business practices in logistics, packaging, and waste management.

Confidential – Property of Anand Seamless Ltd. | www.anandseamless.com

This Sales & Commercial Policy is subject to revision without prior notice. The latest applicable version shall be that published on the official website of Anand Seamless Ltd. or as issued by the Company upon request.