

Mr. ABCD

29/05/2012



Quotation No : E/Ran/2DD/1297

ABCD Company LTD  
PI 4 Marketing  
Vikhroli West  
Mumbai- 86  
9920856458

Kindly Attn : Mr. ABCD

Subject : Quotation for desks and chairs  
Dear Sir,

We thank you for inviting us to quote against your enquiry/requirement for Office Furniture products for your upcoming Project and we will be proud to be associated as a vendor to this project. We are glad to inform you that Godrej Interio has been awarded the coveted ISO-9001 Certificate by RWTUV, Germany. Godrej Interio is the FIRST OFFICE FURNITURE MANUFACTURER in the country to acquire this internationally recognized label. As you are aware, award of the certificate signifies the presence of reliable processes in Design, Development, Marketing, Manufacturing and After-Sales-Service in our Office Furniture Business that ensures consistent delivery of products and services as per the customer's expectations and requirement. This means that you dear customer, can be assured of superior products that give lasting value over time.

|   | MODEL                        | MODEL DESCRIPTION  | PRICE IN INR<br>Per Piece | QTY   | TOTAL IN<br>INR |
|---|------------------------------|--|---------------------------|-------|-----------------|
|  | 1018 with full desklet       | - 4 legged full desklet chair<br>- Cushioned Seat & Back   | 2,781.57                  | 1     | 2,781.57        |
|  | 1 seater SDCB (Achiever Mdl) | 1. Single seater desk cum bench 2. Dual colour scheme giving better aesthetics 3. Sufficient storage space underneath desk and hook provided on the side to hang things. | 4,292.00                  | 120   | 515,040.00      |
|   |                              |  |                           | TOTAL | 517,821.57      |

Grand Total Inclusive of Octroi/Entry Tax/Local levies and VAT :

587,727.48

- \* Delivery : 4-6 weeks
- \* Payments terms : 25% of payment advance with purchase order, 25% of payment before delivery, 25% of payment after delivery & before installation, 25% of payment after installation
- \* Quotation Valid Till : 29/05/2012

**Value Added Tax (VAT) Applicable : 13.50 & Octroi/Entry Tax/Local levies : 0% shall be payable extra**

\* Please refer detailed Terms & Condition attached.

## **TERMS & CONDITIONS :**

- Prices :** Unit prices stated are FOR Destination in India in Indian Rupees (Rs.). It includes Excise Duty (wherever applicable), Freight & Transit Insurance (at equated rate), wherever applicable. It also includes the cost of assembly at site. Sales Tax / VAT / Entry tax / Octroi or any other tax are not part of the quotation, and shall be charged extra. Prices quoted are for the standard range of finishes. Should there be any change in government levies between acceptance of the contract and delivery, the changed levies [duties & taxes] applicable at time of delivery shall be binding on the client.
- Delivery :** The delivery at site will be effected within 4-6 weeks from the date of technically and commercially clear purchase order which includes receipt of approved color schemes from our standard range and fulfilling the agreed payment terms. Any change in selection of product or quantity may impact the committed delivery time. Partial deliveries may be made. Each partial delivery may be invoiced separately. The delivery of Furniture / Workstation(s) shall be made from our warehouses in unassembled / assembled form to be assembled at site. The Company will not incur any obligation or liability for failure to deliver by specified date unless it has committed to an agreed ex-factory date in a separately signed document executed by its authorized personnel. In case of any delay in making payments as per agreed milestones, warehouseing charges / inventory holding cost at 2% of the contract value per month will be charged on pro-rata basis. These charges will be recovered on a monthly basis in the bill by the company and will be payable by customer in advance for getting delivery of material and completion of the contract.
- Payment Terms :** The amount considered as paid shall be that which is actually credited to our account in the bank. Payments should be made either by "A/c Payee" cheques or Pay Orders / Demand Drafts in the name of "Venky Enterprises", payable at respective branch. The client can also make payments by Credit cards / Debit cards / Cash at select Godrej Interio Stores / Dealer outlets." Should any payment instalment be delayed, interest on arrears shall be automatically charged at the rate of 1.5% per month. Should payment be delayed beyond 2 weeks, or should there be justified doubts about the solvency of the client, we are entitled to revoke all credit and to withdraw from any as yet unfulfilled part of the contract, or to call for full balance payment in advance.
- Validity :** Prices & delivery period quoted are valid for acceptance within a period of 29/05/2012 days from the date of offer. In case the finalization or order is deferred by the client beyond the validity period, reconfirmation of price & delivery period will be required. The company shall not be liable for any delay in execution of the sales contract caused due to non compliance on part of the client with the agreed terms & conditions.
- Confirmation of Order :** Customer can confirm the order by attaching a copy of this quotation to their Purchase Order or by referencing the Quotation Number and Date in their communication. Orders will be deemed as accepted only on fulfilment of the Payment terms offered in the quotation and realisation of the payment in our bank. Orders once placed cannot be ordinarily cancelled. Order cancellations if any shall result in forfeit of any advance payment. Godrej Interio may at its discretion adjust the advance against a fresh order from the customer.
- Tax Deductions :** This offer is made under a Sales Contract. The Appropriate Sales Tax / VAT will be charged in each invoice as applicable and no deduction at source of Income Tax or Works Contract Tax is permitted.
- Transit Insurance :** Since our prices are FOR destination, all transit risk for damages of the goods en-route shall be on our account. However, if goods en-route are detained by any statutory or check post authority due to improper road permit / way bill / declaration given by the client OR for verifying the clients antecedents by such check post authority, then client shall be responsible for such delays, for the charges that would be levied, if any by such check post authority and also to the detention charges payable to the transporters.

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| <b>Material Handling and Storage at Site :</b> | The client will provide adequate space for unloading and storage of material at the site with requisite security arrangements. For safe handling of material a lift is essential for carrying material to higher floors. If between delivery of items at site and use, any damage or loss is caused to the material by any other contractor/supplier employed by the client, the cost of replacement/rectification will be borne by the client. The liability for safe keeping of material delivered at site is with the client. In case Company incurs extra cost on transportation, loading, unloading due to shifting of material owing to site condition / non-availability of storage space, the same will be on clients account and shall be charged extra.   |
| <b>Statutory Forms and Declarations :</b>      | Excise Duty (if applicable) and Sales Tax / Value Added Tax will be levied as per the State Sales Tax laws applicable in state of delivery. If the client intends to claim any exemptions / reduction in duties / taxes, then the client shall submit all forms such as C Form (for reduced Sales Tax), CT3 (for exemption from Excise Duty), STPI / SEZ documents ( for exemption of Excise Duty and reduction of Sales Tax) and other related documents that are required for the purpose of the transaction 2 weeks in advance of required delivery. If availing of STPI exemptions, the client will also make available copies of Green Card and Letter of Permission [LOP] issued to them by STPI. If the forms do not reach our works on time, the deliveries would be delayed for which the company would not be held responsible.   |
| <b>Ownership :</b>                             | The title of Goods [ Office Furniture ] supplied will pass on to the client as soon as the goods are delivered at client's site. The goods are covered under transit insurance till its delivery at client's site. Any subsequent insurance coverage will be client's responsibility. However, we will have a lien on the goods supplied by us until the client has fulfilled his financial obligations arising out of the sales contract. The client will not have right to make any assignment on the goods purchased from us until he pays full money to us. Deposition by way of security, mortgage and assignments of any right may only be entered into by the client with our prior written consent. We are to be notified immediately of any action taken by third parties in respect of the reserved goods. As long as the client meets his obligations and commitments towards us as per the contract, he may dispose of the reserved goods under this clause according to normal business practice and collect the assigned rights himself. Should we regard the realization of our rights as being endangered, the client must, should we so demand, facilitate our repossession of the reserved goods or inform his purchasers of the transfer of the rights and hand over all necessary documentation to us.  |
| <b>Warranty :</b>                              | All Godrej products are offered with a warranty of ONE YEAR from the date of purchase by the original purchaser against manufacturing defects. Any defect must be notified to company in writing by e-mail, or fax or registered mail as soon as they are noticed. Detail description and proof of faults or defects must be supplied either in photo or electronic file format for investigation. In case of any defect reported to company, the decision to repair/replace any piece of furniture will be at the sole discretion of the Company based on the report submitted by the Company's service representative. The Company shall at its discretion restrict itself to repairs/rectification/replacement of the Component as a consequence of manufacturing defect. (hereinafter referred to as "Service"). As a valued and esteemed customer the Company or its Service Provider shall endeavor to provide service within the reasonable time. The Company shall at all times endeavour to service the Product under the Warranty period. However, keeping in the view the Godrej Policy to offer the latest and the best, the product range may keep varying with the introduction of new and varied models. Any model of the product that has been discontinued will be repaired/ rectified by the Company at its sole discretion depending upon the availability of the spares. The Customer is informed that after the devised repairs/rectification and/or alteration, if any, to mitigate the problem, the Product may be subject to change in appearance compared to the Product as originally purchased. For wooden, metal and upholstered parts, the replacement component may have a shade different than the original. The Warranty does NOT include following: i) Glass items like shutters wherein warranty ceases at the time of acceptance of the product. |

ii) Scratches, dents, stains, wrinkles, colour-fading, weaning/beading of fabric/leather including other changes developed due to normal wear and tear of the products during the usage. iii) Fine hairline cracks, as they are part of the normal ageing process of wood veneers. iv) In modular furniture, alignment of workstations may get disturbed due to pulls and pressures subjected over a period of time. v) Breakages/Damages on account of negligence, unintended usage, misuse, accident, any act of god, abuse, any agent like water/acid, etc coming in contact with wooden member/ leather, while shifting/transporting of the product from one place to another, etc. vi) Variation in grain/texture of wooden member, polish of wooden member which occur during the normal usage of the products. In Fabric/other finishes there are chances of shade variation, hence exact colour matching cannot be guaranteed. This Warranty is in lieu of all other Warranties, Express or implied including the implied warranties of merchantability and fitness for a particular purpose. Godrej INTERIO will not be liable for any special, incidental, consequential, or indirect damages, even if it has a reason to know in advance that they are possible.

**Breach :** In case of default by the client to any of the above terms and conditions, we may rescind the contract and take back the goods. We may claim rent and damages for use of the goods, plus legal costs and transportation costs. Further claims for improper use of the goods remain.

**Force Majeure :** Neither party shall be liable to the other if, and to the extent, that the performance or delay in performance of any of its obligations under this Agreement is prevented, restricted, delayed or interfered with due to circumstances beyond the reasonable control of either Parties, including but not limited to, fire, floods, explosions, epidemics, accidents, acts of God, wars, riots, strikes, lockouts, or other concerted acts of workmen, acts of Government and/or shortages of materials. The Party claiming an event of force majored shall promptly notify the other Party in writing, and provide full particulars of the cause or event and the date of first occurrence thereof, as soon as possible after the event and also keep the other Party informed of any further developments. The Parties shall use its best efforts to remove the cause of non-performance, and both the Parties shall resume performance hereunder with the utmost care when such cause is removed unless the Agreement is terminated.

**Arbitration :** All disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The prevailing Party in such arbitration shall be entitled, in addition to the fees and expenses of arbitration, to its reasonable attorney's fees, as determined by the arbitrators in the award and all other costs and expenses of enforcement of the arbitrator's award. Judgment upon any award of the arbitrators may be entered by any Court having jurisdiction thereof.

**Jurisdiction :** The place of jurisdiction shall be Mumbai, Maharashtra, India and the laws of India shall apply.

We also provide value added services like cleaning and AMC for Godrej furniture.

**Cleaning** : The chairs would be cleaned once after six months of use to upkeep the upholstery. Cleaning helps maintain better hygiene and improve office ambience. You could avail of this offer during purchase and take benefit of the special offer which is 20% cheaper than our regular offer price.

**Rate for cleaning** : Regular price of cleaning for less than 100 chairs is Rs. 100/- each and for more than 100 chairs, it is Rs. 80/- each.

In case you are not availing this offer during purchase, you could contact our customer care no. At 18002095511 from anywhere in the country, for our representative to visit and give you an offer.

Thanking you and assuring you of our best services always.

Yours truly,

Authorised Dealers for Godrej Interio

M/S HORIZON

Proprietor

viyer@godrej.com

9920856458

We acknowledge the receipt of quotation with Terms & Conditions

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Name :  
Company Name : ABCD Company LTD  
Designation :  
Date :