

TERMS & CONDITIONS OF SALE

(Comprehensive Legal Version – Effective May 2026)

1. Scope & Applicability

1. These Terms & Conditions (“T&C”) govern all quotations, sales, deliveries, installations, services, AMCs, consulting, and support activities undertaken by **Seyra Global** (“Seyra”).
2. These T&C apply to **all customers** including Government Departments, PSUs, Research Organizations, Educational Institutions, Private Companies, Laboratories, Industries, and Individual Buyers.
3. In case of any inconsistency between these T&C and any Purchase Order, Tender Document, Contract, or customer-specific terms, only those deviations **explicitly accepted in writing** by Seyra shall prevail.
4. No verbal commitment, assurance, representation, or technical advice shall be binding unless confirmed by Seyra in writing.
5. Seyra reserves the right to update these T&C at any time. Updated versions shall apply to all future transactions and engagements.

2. Quotations, Offers & Contract Formation

1. Technical datasheets, catalogues, brochures, product specifications, and website information provided by **Seyra Global** are indicative in nature and **do not constitute a binding offer**.
2. Quotations remain valid for 30 days, unless otherwise stated.
3. A binding contract is deemed formed upon:
 - Written acceptance/confirmation of the Customer's Purchase Order, OR
 - Execution of a contract/agreement, OR
 - Dispatch/Delivery of goods.
4. Seyra may reject or revise orders arising from erroneous specifications, OEM discontinuation, regulatory restrictions, export controls, or logistical impossibility.

3. Pricing, Duties & Taxes

1. All prices quoted by **Seyra Global** are exclusive of GST, customs duties, import charges, freight, packing, transit insurance, loading/unloading, installation, commissioning, and site-related expenses unless specifically mentioned in writing.
2. Any changes in government duties, cess, freight charges, exchange rates, statutory levies, DGFT/Customs regulations, or import-related notifications affecting supplied products shall be borne by the Customer.
3. GST shall be charged as applicable under the **Central Goods and Services Tax Act, 2017** and related rules. Customers are responsible for providing accurate GSTIN details and ensuring eligibility for Input Tax Credit (ITC).
4. Seyra shall not be held responsible for denial, reversal, or loss of Input Tax Credit arising due to Customer-side non-compliance, incorrect declarations, delayed filings, or regulatory violations.

4. Payment Terms

1. Standard payment terms of Seyra Global (unless otherwise agreed in writing):
 - o 100% advance payment, OR
 - o 50% advance + balance before dispatch, OR
2. Delayed payments may attract interest under the **MSME Development Act, 2006** or at 18% per annum, as applicable.
3. Customers shall not withhold, deduct, or adjust payments without Seyra's prior written approval.
4. Payment shall be deemed complete only after credit into Seyra Global's bank account.

5. Delivery, Transfer of Risk & Acceptance

1. Delivery timelines are estimates and depend on OEM schedules, logistics, imports, and approvals..
2. Risk transfers to the Customer once goods are handed to the transporter/courier.
3. Delays due to Customer reasons may attract storage or handling charges.
4. Seyra is not liable for delays caused by OEMs, customs, logistics issues, strikes, or government restrictions.
5. Transit damage or shortages must be reported within **48 hours** with supporting proof.

6. Installation, Training & Site Readiness

1. Installation and training, where included, will be scheduled after confirmation of site readiness.
2. The Customer shall ensure:
 - o Proper electrical supply and grounding
 - o Suitable environmental conditions
 - o Necessary access permissions
 - o Required manpower and infrastructure
3. If site conditions are unsuitable, Seyra may reschedule the visit and additional charges may apply.
4. Seyra shall not be responsible for equipment issues caused by incorrect installation by third parties.

7. Retention of Title

1. Ownership of goods shall remain with **Seyra** until full payment of all dues is received.

2. Until ownership transfer, the Customer shall not sell, shift, or modify the equipment without written approval.
3. Seyra may recover goods in case of non-payment or breach, without affecting other legal remedies.

8. Warranty

1. Standard warranty is **12 months** from invoice date unless otherwise specified.
2. Warranty covers manufacturing defects only.
3. Warranty excludes:
 - Improper use, negligence, or accident.
 - Damage from wrong power supply, water, dust, or chemicals
 - Consumables such as cables, probes, sensors, and batteries
 - Calibration drift or measurement variation
 - Unauthorized repairs or equipment modification
 - Force majeure conditions
4. OEM warranty terms apply for imported products.
5. Warranty claims must be reported in writing within **7 days** of defect identification
6. Units must be returned to Seyra or authorized service centres for inspection.
7. Seyra may, at its discretion:
 - Repair the defective item, OR
 - Replace with new/refurbished equipment, OR
 - Provide an equivalent substitute.
8. Refunds shall not apply unless replacement is not feasible

9. Returns, Cancellation & Refunds

1. Goods once sold shall be treated as non-returnable unless specifically approved in writing by **Seyra**.
2. Approved returns may attract a 20–30% restocking fee along with applicable repair or handling charges.
3. Custom-built, imported, configured, calibrated, or special-order items are non-cancellable and non-refundable.
4. Order cancellations after confirmation may attract charges up to 100% depending on OEM terms and procurement status.

10. Technical Suitability & Application Responsibility

1. Equipment recommendations are based on information provided by the Customer.
2. Suitability for specific applications remains the Customer's responsibility unless otherwise agreed in writing.
3. Seyra shall not be liable for performance issues caused by:
 - Incorrect application
 - Environmental mismatch
 - Improper operation or misuse
 - Third-party integration failures

11. Software, Firmware & Data

1. Software supplied with equipment is licensed, not sold, and shall be used as per OEM terms.
2. Seyra shall not be responsible for data loss, software issues, cyber incidents, or OEM/third-party updates.

12. AMC, Calibration & Maintenance

1. Annual calibration or maintenance is not included unless specifically mentioned in the contract.
2. Calibration drift over time is normal and shall not be treated as a defect.
3. Post-warranty repairs, spare parts, service visits, and AMCs are chargeable.

13. Limitation of Liability

1. Seyra's maximum liability for any claim shall not exceed the invoice value of the supplied product or service.
2. Seyra shall not be liable for:
 - o Loss of profit, production, or business interruption
 - o Indirect, incidental, or consequential damages
 - o Delays caused by logistics, customs, or OEM manufacturing
 - o Third-party claims arising from Customer misuse
3. Nothing in these terms shall limit liability in cases of fraud or willful misconduct under applicable Indian law.

14. Confidentiality

1. All commercial, pricing, technical, and contractual information shared between Seyra and the Customer shall remain confidential.
2. Disclosure of such information shall require prior written approval unless required by law or statutory authorities.

IS. Statutory & Regulatory Compliance (India)

1. These terms are governed by the **Indian Contract Act, 1872**.
2. Taxes and invoicing shall comply with the **GST Act, 2017**.
3. For MSME protections (if applicable), the **MSME Development Act, 2006** applies.
4. Equipment disposal shall comply with the **E-Waste (Management) Rules, 2022**.
5. For imported goods, applicable provisions of:
 - o **Customs Act, 1962**
 - o **Foreign Trade Policy (DGFT)**
 - o **Port/Shipping Regulations** shall apply.

6. Customer shall comply with applicable OEM export controls and DGFT SCOMET regulations.
7. Government, PSU, or Defence supplies may additionally be subject to:
 - General Financial Rules (GFR) 2017
 - GeM Terms & Conditions
 - Department-specific procurement policies
8. Seyra shall not be liable for delays due to government testing, inspection, approvals, or payment procedures.

16. Safety, Environment & Site Compliance

1. Customer must ensure compliance with:
 - **Factories Act, 1948**
 - Occupational Safety, **Health & Working Conditions Code**
 - Local electrical, fire, and safety regulations during installation or use of equipment.
2. Seyra shall not be responsible for accidents or damages caused by unsafe site conditions or misuse.

17. Governing Law & Jurisdiction

1. All transactions are governed by the **laws of India**.
2. Courts at **Hyderabad, Telangana** shall have exclusive jurisdiction, unless otherwise agreed for specific Government contracts.

18. Severability

If any provision is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect.