

# TERMS AND CONDITIONS

These terms and conditions form a part of the agreement (the “Agreement”) between the seller i.e. “AVS INDUSTRIES LIMITED” and the Buyer i.e. whosoever is registered in the AVS Industries Limited’s website and/or mobile application for the sell and purchase of Products as set out herein.

1. Buyer will arrange the cylinders/blocks for the seller and the latter will manufacture the goods on getting the order from the former and such order can be in any mode i.e. Mobile application, website, Verbal, Telephonically, Fax or on Email.
2. The Seller shall deliver the goods in accordance with the order placed by the customer
3. Upon delivery of the product, buyer shall inspect and if found any quantity variances in the delivered product, then buyer shall notify the Seller immediately in writing.
4. Buyer understands that after approving the order in the mobile application; the order cannot be cancelled by the buyer.
5. Buyers need to check the quality of goods within 1 working day from the date of delivery of the goods. The risk of Inferior quality, of the Products shall pass to the buyer after expiry of stipulated time limit.
6. Legal title to the Products shall not pass to the buyer until the payment obligations in relation to the Products have been met in accordance with the agreed terms.
7. If buyer fails to take delivery of the order on the scheduled delivery date then, delivery of the order shall be deemed to have been completed on the scheduled delivery date.
8. In the event of any partial deliveries, seller has the right to invoice for those deliveries and the other obligations under this Agreement also still apply to such partial deliveries.
9. In case the buyer fails to pay the money, seller shall have the right to re -call, re- possess and re- sale the Products as part of the normal conduct of its business.
10. If the buyer fails to make a payment due under this agreement by the due date then, the Supplier shall have the right to suspend further deliveries of Products until payment has been made and the buyer shall pay interest on the overdue amount @ 28.00 % from the due date until actual payment of the overdue amount

11. The buyer shall make all payments due under this Agreement without any deduction by way of set-off or counterclaim. No disputes between the buyer and Supplier about quality or any other claims submitted by the buyer shall give the right to buyer to suspend payment or to set off any amount against any unpaid invoices of the Supplier.
12. No person or entity who is not party to this Agreement shall have any right to enforce or rely upon any term of this Agreement.
13. No variation of this Agreement shall be effective unless it is made in writing, refers specifically to this Agreement and is signed by both of the parties.

In the event of any conflict between seller and Buyer on these terms and conditions, or any dispute arising out of or in connection with this Agreement, then the dispute shall be referred to and finally resolved by the Ghana Court.

**AVS INDUSTRIES LIMITED.**