



Terms and Conditions for Bulk Supply of Horticultural Coir Products

1. Advance Payment:

Payment shall be 100% advance including freight for regular cocopeat (both washed and unwashed ie., grades A and A+). For all other materials including low fiber cocopeat and coconut husk chips, payment shall be 50% advance with order and balance 50% before despatch (including freight).

2. Order Cancellation:

Order cancellation shall be accepted before dispatch of material for regular cocopeat only (both washed ie., grade A+ and unwashed ie., grade A). For all other materials, including low fiber cocopeat, order cancellation shall be accepted at the discretion of Williams Enterprises only. Order cancellation will not be accepted after dispatch.

3. Refund of Advance:

If order cancellation for regular cocopeat is accepted by Williams Enterprises, advance shall be refunded to buyer's account as early as possible. However for materials other than regular cocopeat, if production has commenced, then for that part of produced stock, advance shall be retained and refunded only after identifying alternative buyer for the material. If more than 50% production is complete, then the entire advance shall be refunded only after selling the material to an alternative buyer. If order cancellation is not accepted by Williams Enterprises, then either the buyer must take delivery of the material by paying any balance or wait till Williams Enterprises finds an alternative buyer for the material, after which advance shall be refunded. No interest shall be payable for advance. If order is cancelled after arrival of truck, any expenses for truck, loading, unloading etc. will be deducted from advance.

4. Payment of Freight:

Buyer shall provide exact distance of unloading site from the district headquarters, name of nearest village and distance from nearest village so as to enable us to negotiate with the transporters. If the details are not provided, then delivery will be effected within 10 km from district headquarters. Any additional distance may be charged extra by the transporter which shall be paid on unloading. Freight amount shall be paid in full along with the advance to Williams Enterprises. Williams Enterprises will pay upto 80% of freight on dispatch to the truckers and balance on delivery at buyer's site.

5. Point of Unloading:

Buyer shall provide exact place and address of unloading site so that it can be mentioned in the invoice. We will not directly contact the party nor entertain enquiries for further orders from the party and request them to route all enquiries through the buyer. If the bill is not to be handed over to the party, then it shall be conveyed in advance so that the bills will be mailed by the truck driver to the buyer after unloading.

6. Taxes:

Cocopeat is billed as coir compost (as it is usually aged like any other organic compost and fulfills most of the functions of compost). Coconut husk chips is billed as coir husk. Coir compost and coir husk are VAT exempted. However, coir husk may be subject to VAT if resold outside Tamil Nadu. If any taxes are applicable, then such taxes as applicable shall be payable to Williams Enterprises. Octroi, if applicable, shall be payable to the transporter on unloading. Entry tax, if applicable, shall be the responsibility of the buyer.



7. Weighment:

Billing is done as per weighment during dispatch at Pollachi. Shortage of upto 0.5% (80 kg of 16000 kg) shall be considered normal and acceptable due to moisture loss and difference in weigh bridge readings. In case of shortage of more than 0.5% of the weight, then buyer shall send us by email or fax, copies of BOTH the load and empty weighment bills at buyer's site within seven days. Any shortage of more than 0.5% shall be then credited to the buyer. No claim will be entertained for sending only load weigh bill.

8. Unloading:

Material shall be unloaded within 24 hours of arrival at buyer's site. In case of delay, any additional charges demanded by transporter shall be paid to the driver of the vehicle.

9. Type of material:

Buyer shall ascertain the right material of the right quality parameter by discussing with us before placing order. We shall recommend the best value for money material that will suit your needs. We will not entertain any claims after delivery that the particular material is unsuitable for buyer's application.

10. Quality of material:

In case of deviation in quality of material, from the specification provided by us, the same shall be intimated within 7 days of receipt of material and any claim shall be accompanied by a third party lab report. The method of testing for the parameters shall be as per the standard methods prescribed on our website <http://www.cocopeat.co.in> and <http://www.coconuthuskchips.com>. The claim shall be settled only on acceptance of the claim by Williams Enterprises and only upto the deviation of the parameter from the specification provided with our quote. If the claimed amount is substantial, ie., more than Rs. 5,000/-, then the stock shall be kept at buyer's premises for inspection and demonstration of quality by our personnel failing which no claim shall be entertained.

11. Result of Use:

Williams Enterprises shall not be responsible for any loss of yield or loss of crops on using any material supplied, as such loss can be due to a number of reasons like inputs and additives, seed quality, biological factors, environmental factors and human factors. No claim shall be entertained based on loss of yield or loss of crop.

Williams Enterprises strives to be fair and reasonable when dealing with buyers. We will be flexible with our terms with important buyers. We will also consider sympathetically and reasonably any claims raised by buyers. However, we will also not hesitate to blacklist any buyer who refuses to be reasonable in their demands or make outrageous claims. All disputes shall be settled by courts in Coimbatore only.

If you have any doubts or issues with the terms above, please do contact us at +919994317982 and we will help clarify them.

For M/s WILLIAMS ENTERPRISES

Proprietor

Note: The above terms apply to all long distance bulk quantity buyers. In case of any conflict between these terms and the quotation, then the terms in the quotation shall apply.

A copy of these terms and conditions can be downloaded from http://www.cocopeat.co.in/docs/buyer_terms.pdf