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Information on this Website could include technical inaccuracies or typographical errors. Changes may be periodically made to the information or the products herein.

Quotation and Prices

Prices will be valid as specified for 10 days from date printed on the quotation unless otherwise mentioned explicitly. Any revisions or modifications to the quotation will supersede any previous quotations and will render them void. SVGE reserves the right to correct any typographical errors found in their quotations. All prices on imported goods contained in this proposal are subject to revision as deemed proportionate to any change in factory prices, and to the extent of any change in freight rates, duty, foreign, and other domestic taxation or embargoes, and country specific or non-specific exchange rates effective prior to delivery. Adjustments will be made at time of invoicing. In the event that no currency is indicated on a quotation, the prices shown will be considered in U.S. dollars.

Insurance

It is the responsibility of the purchaser to provide adequate insurance (both replacement and liability coverage) on each piece of equipment after the shipment has left SVGE's facility.

Safety

All SVGE equipment and machinery are well-equipped with safety parameters. Any aspect of safety required to be met by federal, state/provincial, local and/or company regulations are the responsibility of the purchaser including the installation, set-up and safe operation of all SVGE machinery, unless otherwise stated in writing by SVGE.

Warranty

This website and all of the information it contains, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

Confidential

All designs, inventions, concepts, processes, formulae, schematics and materials thereof provided by SVGE are considered confidential in detail and nature and are not to be released or revealed to any other party.

Further, SVGE does not want to receive confidential or proprietary information from you through our website. Please note that any information or material sent to SVGE will be deemed NOT to be confidential. By sending SVGE any information or material, you grant SVGE an unrestricted, irrevocable license to use, reproduce, display, perform, modify transmit and distribute those materials or information, and you also agree that SVGE is free to use any ideas, concepts, know-how or techniques that you send us for any purpose.

Guarantee

SVGE guarantees that all equipment manufactured by them will perform as per the quotation for those specific machinery/machineries operated under normal conditions and with competent supervision.

SVGE agrees to correct and shall have the right to correct by repairs or replacement --- at its option, at its expense, and Ex Works SVGE's facility — any defects in the equipment which may develop under normal and proper use within twelve (12) months from date of shipment from its plant. SVGE will not be liable for any damage resulting from improper storage or handling before placing the equipment in operation. Furthermore, SVGE will not be liable for any expenses incurred for repairs or replacement made outside SVGE's facility without prior written consent – or damages arising out of such replacements or repairs or for costs of additional test material or costs relating to delivery delays. Wear and tear items are completely subject to operator usage and is therefore NOT covered by any guarantee. Under no conditions will SVGE be held responsible for any consequential damages.

SVGE's warranty coverage does not activate until the machine/machines is completely paid in full.

Delivery

All delivery dates quoted are approximate only and are not binding to the performance portion of the contract. They are given as a general guideline only. The customer is expected to account into their plans enough additional time, inventory, etc. to allow for any delay — regardless of the reason for any such delay. Under no circumstances will SVGE be held responsible for any penalty clause.

Default

Buyer will be in default if (a) Buyer fails to pay to SVGE any amount when due under this agreement, (b) Buyer becomes insolvent or bankrupt, or a petition therefore is filed voluntarily or involuntarily and not dismissed within 30 days from filing, or (c) Buyer makes a general assignment for the benefit of its creditors, or a receiver is appointed, or a substantial part of Buyer's assets are attached or seized under legal process and not released within 30 days thereafter; and Buyer fails for a period of thirty days after receiving written notice from SVGE to fulfil or perform any provisions of this agreement. Upon Buyer's default, SVGE may, at its option, without prejudice to any of its other rights and remedies (a) terminate this agreement and declare immediately due and payable the obligations of Buyer subject to the cancellation provisions of this agreement, (b) demand reclamation, or (c) suspend any further deliveries until the default is corrected, without releasing Buyer from its obligations under this agreement. In any event, Buyer shall remain liable for all loss and damage sustained by SVGE because of Buyer's default.

Title rights

The title and right of possession of machinery sold by SVGE shall remain with the company until payments in full have been made by the purchaser. SVGE reserves the right to file a lien on all machinery until all outstanding payments are received in full. Any delinquent or delayed payments (which exceed 30 days from the invoice date) will automatically mandate a policy of "No Customer Credit" – requiring any outstanding final payments to be made prior to shipment – regardless of any payment terms originally set forth.

Service and Support

SVGE is pleased to offer service and technical support on-site at the purchaser's facility as the need arises. The allied charges and expenses for the same will be dealt on case-to-case basis.

Arbitration

Any and all dispute between the parties hereto shall be subject to arbitration pursuant to the laws of Republic of India and in accordance with the State Government of Tamil Nadu and are to be resolved in Tamil Nadu before an arbitrator, to the exclusion of any other Court or Tribunal. The attached

quotation, the present terms and conditions and any and all contract resulting therefrom shall be governed by the laws of the Republic of India and the parties hereto irrevocably and unconditionally adhere to the exclusive jurisdiction of the arbitrators of Tamil Nadu in respect thereof, to the exclusion of any other Court or Tribunal. Any provision of the present agreement and of its terms and conditions which is contrary to law shall not invalidate any other provision of the present agreement or of its terms and conditions. We reserve the right to add, delete, or modify any or all terms of use at any time with or without notice.