**Terms and Conditions of Sale-Jacobs Well**

THIS SALES CONTRACT (this “Agreement” or this “Sales Contract”), effective as of [DATE], is made and entered into by and between [BUYER NAME], a company organized and existing in [STATE], with offices located at [ADDRESS] (hereinafter the “Buyer”), and Jacobs Well, a Charitable company, with a registered address located at [ADDRESS] (hereinafter the “Seller”).

Whereas, Seller is the manufacturer and/or distributor of [PRODUCT DESCRIPTION], and

Whereas, Buyer wishes to purchase from Seller, and Seller wishes to sell to Buyer, such products, solely upon the terms and conditions contained in this Sales Contract, and on no other terms, unless mutually agreed in writing.

Now, therefore, in consideration of the foregoing premises, and of the mutual promises and covenants herein contained, the parties, intending to be legally bound, do hereby agree as follows:

1.1 Unless otherwise agreed in writing, all prices and charges specified herein are in Indian rupees (INR), Free-On-Board (FOB) origin and are effective:

1.1.1 for the time period set forth in Jacobs Well’s written quotation for the goods

1.1.2 or thirty (30) days from the date of the quotation. Jacobs Well shall have the right to adjust the price of the quotation after 30 days.

1.2 Transportation shall be by common carrier, at the Buyer’s risk and expense, with the transportation, insurance, and related charges will be added to the quoted price.

1.3 Should the delivery date be postponed by the Buyer, Jacobs Well shall have the right to adjust the price of the undelivered goods to Jacobs Well’s price at the time of shipment.

1.4 The Buyer must transport the goods with their own carrier and Jacobs Well has no responsibility for the goods as soon as they leave the factory floor.

1.5 If the date of collection is postponed then related charges will apply.

1.6 The minimum order for 'basic' production at Jacobs Well is 500 pieces, e.g. for tea towels, aprons, tote bags. For 'regular' production at Jacobs Well it is 250 pieces, e.g. for ladies garments and accessories. Jacobs Well also offers a bespoke service for 'high end' production of 50 pieces depending on the complexity of the product. Quantities below the MOQ will be charged at sampling rate.

1.7 If the Buyer requires Jacobs Well to store raw materials/stock on their behalf this will need prior negotiation with the management of Jacobs Well. If it is agreed that space is available, the Buyer will need to supply suitable storage containers and may incur an extra storage cost depending on volumes and duration of storage.

**2 Services:**

2.1 Jacobs Well is primarily a CMT (Cut, Make and Trim) production house. Jacobs Well will not take responsibility for any delay in outsourced materials, pattern grading, printing, lamination, fabric defects, embroidery, availability of accessories etc. All pattern grading must have accurate and clear specifications for each size. There will be an additional charge for any of these requested services.

2.2 Production will only begin after arrival of the all the materials, trimmings and printing.

2.3 Jacobs Well gives priority to clients who have reserved timings and orders. There is an additional cost for orders requested on demand and in a short frame of time.

**3 Taxes:**

3.1 Any sales, use, excise, or manufacturer’s tax which may be imposed upon the sale or use of the goods or any property tax levied after readiness to ship or any excise tax license or similar fee required under this transaction shall be in addition to the quoted prices and paid by the Buyer.

3.2 If the Buyer is exempt from any taxes, the Buyer shall furnish to Jacobs Well an appropriate tax exemption certificate in a form acceptable to the taxing authority.

**4 Payments:**

4.1 Samples are dispatched on completion of any outstanding balance.

Unless agreed by Jacobs Well in writing, the balance of the production invoice is due on the completion of the consignment. Jacobswell will give prior notice of the pending invoice so the process to that payment is credited to the bank account by the due date.

4.1.1 Interest of 5% per month, not to exceed the maximum rate allowed by law, shall apply to the Buyer’s outstanding balance if it is not credited on the due date of completion.

4.1.2 If Jacobs well takes legal action, the Buyer shall be liable for Jacobs Well’s reasonable attorney fees, plus other costs of such action.

4.2 Unless otherwise agreed in writing, payment on export orders shall be made by bank transfer payable in currency of origin against Jacobs Well’s invoice and standard shipping document. Such letter of credit shall be in amount equal to the full purchase price of the goods and shall be established in a bank acceptable to Jacobs Well.

4.3 When Clients undertake a bank transfer to Jacobs Well they are responsible for all the bank charges in the Country of Origin and in India and need to identify that clause when they process the bank transfer.

4.4 An upfront fee is payable before sampling is executed. Sampling charge is based on the time taken or two times the production cost. Two samples are required, wherein one piece, charged at sampling rate would be sent to the client, and the other will be retained for reference for production. This second piece will initially be charged at the sampling rate but reduced to production rate if placed in an order. After sampling, only two changes are allowed to be made to the product, after which there would be a charge for further alterations. For each size that is outsourced for pattern grading we would need to make a pre- production sample, this would be charged at the rate of sampling.

**5 Deliveries, Risk of Loss, Shipment, and Acceptance:**

5.1 Delivery and performance dates specified herein or otherwise communicated to the Buyer are approximate only and are based on conditions at the time Jacobs Well accepts the Buyer’s purchase order.

5.2 Delivery shall be complete upon transfer of possession to common carrier, FOB origin or (Free Carrier) FCA factory, as the case may be, whereupon title and all risk of loss, damage or destruction to the goods shall pass to Buyer.

5.3 The client is requested to set up an account with a courier of their choice. The client liaises with the courier for the delivery. JW Productions will provide the required documentation from their end.

5.4 In the absence of specific instructions by the Buyer, the carrier will be selected by Jacobs Well. In no event shall Jacobs Well be liable for any delay in delivery by the carrier, nor shall the carrier be deemed an agent of Jacobs Well.

5.5 Jacobs Well also reserves the right to ship overages of weight, length, size and / or quantity [not to exceed five percent (5%)] or as quoted, unless the Buyer advises Jacobs Well in writing not to ship quantity variances prior to or at the time of the Buyer’s order.

5.6 Goods not rejected in writing to Jacobs Well within fourteen days (14) days from delivery shall be deemed to have been accepted.

**6 Changes and Cancellation:**

6.1 Orders accepted by Jacobs Well are not subject to change or to be cancelled by the Buyer after materials have been ordered or manufacturing commences, except with Jacobs Well’s written consent and upon payment of an appropriate charge to cover the cost or loss incurred by Jacobs Well.

6.1.1 Unless otherwise agreed in writing, such charge shall be no less than fifteen percent (15%) of the price of the goods subject to change depending on how long production has commenced.

**7 Warranties:**

7.1 Jacobs Well warrants that on the date of shipment all goods manufactured by Jacobs Well shall be free from defects in material under normal use and service unless agreed with the buyer.

7.2 No warranty extended by Jacobs Well shall apply to:

7.2.1 Any goods, which have been modified or altered by persons other than Jacobs Well.

7.2.2 Any goods subjected to any misuse, neglect, improper storage, handling or accidental damage;

7.2.3 Any goods tampered with by a third party.

7.3 Jacobs Well’s exclusive obligation under this warranty is, at Jacobs Well’s discretion, to repair the defective goods, or to grant credit for the value of any goods found to be defective under this warranty in installment sales. We will cover the cost of shipping for the repair of the defective goods from JW Productions Pvt Ltd to the Buyer. We are not able to cover the cost of shipping the defective goods from the Buyer to JW Productions Pvt Ltd.

7.4 Jacobs Well shall not reimburse or make any allowance to the Buyer for any labor charges incurred by the Buyer for replacement or repair of any goods unless such charges are authorized in advance by Jacobs Well.

7.5 This warranty is made on the condition that the Buyer gives Jacobs Well immediate written notice of any defect (notice must be delivered to Jacobs Well within 7 days from the date of shipment), the Buyer gives Jacobs Well access to the goods and Buyer’s relevant records and data, and that Jacobs Well’s inspection reveals that Buyer’s claim is valid under the terms of this warranty.

7.6 No returns will be accepted by Jacobs Well unless accompanied by Jacobs Well’s Return Material Authorization.

7.7 THIS WARRANTY APPLIES TO THE GOODS ONLY AND NOT TO ANY COMBINATION OR ASSEMBLY OF THE GOODS OR ANY OTHER SERVICES OF JACOBS WELL. JACOBS WELL MAKES NO WARRANTY OTHER THAN THE WARRANTY SET FORTH HEREIN.

JW Productions Pvt Ltd (Company Identification Number: U18204KA2012PTC065064) is a Guaranteed Registered member of the World Fair Trade Organization and the Ethical Fashion Forum.

In Witness Whereof, this Agreement is duly executed by the duly authorized representatives of the parties as set forth below:

[SELLER NAME]

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[NAME], [TITLE]                                           DATE

[BUYER NAME]

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[NAME], [TITLE]                                            DATE

JW Productions Pvt Ltd. Product or Service Sales Contract 2018