

General Conditions of Purchase

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These General Conditions of Purchase are applicable on any person / company / organization / community / group / authority / government who has accepted the interest or expressed interest / proposal made in writing or verbally to sell / trade / exchange / export / release / disown / transport any of the products / materials / services offered on trade to any of the executive / representative / agent / commission agent / associate / employee of Gemini Corporation N.V (hereinafter referred as and includes us / we / our company / company / trader / buyer and shall also include unless specified our employees / agent / executive / representative / commission agent / associate).

These conditions must be read together with all the Important Notes and Additional Conditions mentioned in the Purchase Order Export document and will be binding upon the seller (hereinafter referred as and also includes supplier / supplier's agent / manufacturer / stockiest / collection agent / facility owner / processor). Any additional condition of sales / purchase represented by seller shall not be applicable under any circumstance even if not explicitly contested by the buyer.

In case of conflict between any of the terms / notes / conditions mentioned in the Purchase Order Export and General Conditions of Purchase, the conditions and terms mentioned here in General Conditions of Purchase shall be binding and final.

Gemini Corporation N.V. reserves the right to add / amend / change / remove / alter / revoke any or all General Conditions of Purchase without giving prior notification to any of the seller.

Hereinafter communication or intimation means any communication or intimation made in writing via e-mail or any valid mode of digital electrical transmission through the official mail id / personal or official mobile number of the sender and receiver competent to receive and send such email.

The General Conditions of Purchase also include the following –

1. All Purchase Order Export are subjected to limited period only which may expire / be withdrawn by any written or verbal prior intimation to its receiver (includes: seller / agent of seller). We / our representative / sender / our employees shall not be held liable under any circumstances whatsoever for loss of trade / business to the receiver due to expiry of such order made time to time.
2. Purchase Order Export shall be considered as contract between Gemini Corporation N.V. and specified / mentioned supplier only upon fulfillment of above mentioned conditions and below mentioned conditions shall be applicable on all the correspondence of trade and communication until completion of the contract irrespective of these conditions

communicated / expressed / informed to seller or not. All other relevant communication / correspondence standing in conflict / contradictory to any / all of the conditions mentioned herein shall be treated as null and void.

3. Any alteration / amendment / addition / subtraction of product / price / quality / quantity / delivery condition / payment condition / supporting documents are subject to written intimation and acceptance by us.
4. Unless and otherwise, expressed and agreed upon, the invoices shall be based on the weight of the goods on departure. Partial deliveries and difference of loading weight more than plus / minus 10 percent of the contractual quantity is subject to written acceptance by the buyer.
5. Ownership of goods shall be treated as transferred to buyer as soon as the payments for the contract has been made by us irrespective of the movement of goods / materials / services from one place to other. The seller holds no rights to resale / release / destroy / move / transport / ship / export / use / reuse / change / alter the goods in contract without the written consent / approval / instructions from us.
6. It is the unsaid responsibility of the seller to keep the agreed / contracted goods in safe custody until the buyer prepares the arrangement for export / move / import / trade / store / reuse / recycle. It is also the responsibility of the seller to pack / bale / arrange goods in exportable / reusable / transportable condition keeping in notice about all weather and natural conditions to save / preserve / protect the actual purpose of trade.
7. It is also hereby presumed and agreed that it is the moral, ethical and commercial responsibility of the seller to make us aware of any local / state law and regulation relating to the purchase / movement / export of the waste product so that we can stay aware and take all required and necessary measures as per the law and regulation.
8. Any contamination / damage / destruction / theft to the contracted goods / services / materials may lead to end the contract and in such case the supplier agrees to bear and make good of all the trade loss of the contract.
9. Should doubts about suppliers' solvency or willingness to deliver arise after the conclusion of the contract (such as, but not limited to, delay in delivery, reduction / cancellation of credit lines by Credit Insurance etc.), buyer shall be entitled to refuse performance of the contract until delivery has been made by the supplier.
10. The supplier is responsible to load the material properly for the transit to the delivery place. All the extra cost / damage / loss arising due to improper loading / packing (such as but not limited to, damage to the container or carrier or truck or ship) shall be on account of supplier.
11. The supplier must make sure that the obligation (such as, but not limited to, weight restriction on the local roads, maximum pay load of the container / truck, any documentary requirements e.g. Annexure VII, Formulario etc.) as per the local law of the country of the supplier are fulfilled for the delivery of the material as per the contract.
12. We reserve the rights to renegotiate the price of contract under any of the following circumstance/s arising anytime during the execution of contract –

a Additional or sudden imposition of extra cost / surcharge / duties / taxes arising out of change of policy of Government (of exporting / transshipping / importing country) / Insurance Company / Shipping Line.

b Additional freight costs or insurance premium or any other such cost arising due to war like situation, national or international emergency.

c Imposition of sudden increase in insurance premiums on all ships calling at the port or in their area.

13. We will bear the banking charges of our bank only and any loss of pay due to deduction of banking charges / currency conversion (after the payment) / supplier's bank's banking charges will be on account of supplier only.
14. As a fair practice of trade, we consider that the supplier is registered under the Waste Shipment Regulation Act or any other local / state law or regulation which governs the sales and movement of waste products within or outside the supplier's country of registration / origin. Under no circumstances we will accept any liability or responsibility if the supplier is not registered / following local / state laws and regulation relating to such trade.
15. The supplier must make the fair presentation of the material / goods / service in contract and provide all relevant necessary information / facts which may be important for the buyer to note before / after procuring the material. Any misrepresentation may lead to termination of this contract and the supplier will be responsible to compensate all the cost arising due to quality issue of the goods / services supplier under the contract. The mere presence of loading personnel or representative of the buyer does not necessarily relieve the seller from the quality issues which may arise at later stage when the materials are actually being used by the end user. Mere attendance of our representative at the time of loading is for the purpose of important paper works which is required time to time for exporting or movement of goods / services.
16. Under no circumstance (even expressed or agreed) the supplier can promote / use / represent / display directly or indirectly the brand name / signature / logo / style of Gemini Corporation N.V. as their trusted partner / customer / loyalist / supporter / promoter / agent / dealer / forwarder / trader or any such title which may help the supplier to generate business or trade relation. Using of our name and style may lead to instigate enquiry under serious criminal offence and breach of trust & breach of contract.
17. It is the sole responsibility of the supplier to provide / support / assist / execute / help in execution of proper loading of the contracted goods in the contracted carrier. The supplier will be responsible for demurrage charges / any other charges which may arise due to the delay in loading, if the loading date / schedule communicated by us has duly been accepted by the seller.
18. In case of discrepancy or dispute both the parties must settle the same amicably, or –
 - a The buyer will appoint an independent surveyor, and
 - b In case of justified claim, the seller should compensate the buyer for the value of goods along with the cost of transport, duties, taxes, storage and processing charges which buyer has borne on the contract.

19. Our management's (in absence of surveyor) / surveyor's decision will be final and binding regarding claim settlement.
20. The buyer shall be released from his obligation to fulfill this contract in case of natural calamity, unforeseen events such as strike, lock-out, transportation blockage, war blockage, national emergency, those events which the law and jurisprudence deem force majeure, riots, financial failures of shipping line or importing countries, terrorist attacks on board or on port of transshipment / destination / discharge, flood, frost, interruption to or lack of transportation, government regulations, excessive sickness of personnel irrespective of whether these circumstances affect the seller or his suppliers.
21. Unless and otherwise, expressed and agreed, all the litigation shall be subjected to the jurisdiction and competence of Belgian Courts of Law physically situated in the land of Belgium, Europe. All Laws / By-laws / Rules and Regulation of the Belgian Law shall be applied. In absence of any provision, all decision of Belgian Courts shall be binding upon buyer and seller. This competence clause prevail all other clauses retained in whatever document exchanged between parties.
22. It is presumed that the supplier is responsible and competent to export / trade the goods and services purchased / transported / procured by Gemini Corporation N.V. and under no circumstances we will be held liable for wrong declaration of – facts by the seller / supplier / manufacturer / stockiest regarding goods / services, cost and value of sales / export to their local / state authority of governing country / customs / Government.
23. In case of advance payments by us before taking the delivery of the contracted goods / services, notwithstanding delivery and the passing of risk, property in and title to the goods, including full legal and beneficial ownership, shall remain with us since the payment has been made in full.
24. In case the supplier is not able to deliver the goods to the buyer as per the contract, buyer reserves the rights to get compensated for all the loss / cost & consequence which has arose or may arise due to nonperformance of the contract. The advance paid in such course must be returned to buyer along with an interest of 12% per annum till the date of realization.
25. It is hereby agreed that in case of improper loading, the cost / consequences and charges will be on account of supplier / supplier's agent / seller.
26. Under any circumstance mentioned hereinabove, we do not accept the responsibility and participation of misusing the goods sold by the supplier against the will of the society / government and country. Usage / re-fabrication / recycling / manufacturing / participation in manufacturing / depositing of the goods for a wrongful / illegal act with an intention to harm people / society / government / nature / country or to rage a war / destroy or hurt civilization is highly condemned and not supported by us. If we find the intention of sales to be harmful under any manner described above we reserve complete rights to release our-self from performance of contract and it will also lead to instigate criminal case in Belgian Court of Law.
27. We are committed to, and promote, the highest standards of integrity and

ethical behaviour. We will not accept any level of fraud, corruption or other irregularities committed by parties having a business relationship with us. If we discover / becomes aware of allegations of fraud, corruption or other irregularities, we reserves the right to investigate such allegations thoroughly and, if required, we can take appropriate action to safe guard the best interest of Gemini Corporation N.V. or its employees.