

Terms and Conditions

1. Unless agreed otherwise by the seller, whether communicated or not, the ownership of the goods shall not pass to the purchaser & full legal & beneficial ownership of the goods shall remain with the seller unless the seller has received the payment in full for the goods including all secondary costs such as interest, charges, expenses etc.
2. The seller undertakes its best endeavour to ensure the delivery by the stipulated time. The seller, however, will decline to accept any responsibility for loss or damages for late delivery caused to the purchaser directly or indirectly, and will in no case shall late delivery constitute a valid ground for rejection of the goods or repudiation of contract unless it is specifically mentioned in the PO. All orders will be executed by the seller subject to Force majeure condition.
3. Amount of cheque/draft received from the purchaser will be credited to its account only on clearance thereof. Action will be initiated under Negotiable Instrument Act, 1881 for dishonour of cheque.
4. Interest @ 24% p. a will be charged by the seller to the purchaser, from immediately following the day bill falls due for payment & such interest will be charged without any reference to the purchaser.
5. Notwithstanding anything contained hereunder in this regard, to the transfer of ownership, it is stipulated that any loss/ damage to the goods awaiting appropriation to the contract of sale, and in custody of the purchaser or his/her agent, for any reason whatsoever will be borne by or recovered by the seller from the purchaser, who will compensate the for this purpose appropriately.
6. All goods will be dispatched by any mode of transportation at the discretion of the seller unless otherwise agreed by Seller & purchaser.
7. Seller offers FABWOOD Product range on an "as-is" and "as available" basis, without any guarantees or warranties of any kind. Seller limits its liability to defects in manufacturing only. In the event of any claim of any manufacturing defect, the purchaser's sole remedy shall be limited to repair or replacement of all or any part of the product, which is defective, at the seller's sole discretion.
8. Seller provides no warranties, express or implied, concerning FABWOOD products. Under no circumstances shall the manufacturer be liable for any loss or damage arising from the purchase, use, or inability to use the product, shipping/handling charges or for any special, indirect, incidental, or consequential damages.
9. Any claims related to the manufacturing defective in "**Fabwood**" product must be filed within 48 hours from the date of delivery. Claims filed after this period will not be entertained, and seller will have no further liability for the product. On receipt of any complaint within the defined period, authorized person from Company will be deputed for the physical inspection of the alleged defective product for conducting proper examination at the site.
10. Product or any part thereof reported (within prescribed timelines) and found with manufacturing defective after inspection, shall be replaced with a same/similar product or any part thereof. No claim for cost of other material, fabrication, labour, services, other works etc., will be considered in any circumstances. In no event, seller's total liability collectively exceeds, the total amounts of the respective product, due to which such liability arises.
11. Any Claim shall not apply to defects or damage, if arise due to (i) improper and inferior workmanship i.e. improper fabrication or installation. (ii) drastic mechanical and chemical treatment of the product. (iii) the product has been used along with other products. (iv) natural wear and tear (v) lack of supervision against unfavourable circumstances during usage (vi) In case the product has been used in abnormal humid and moist condition (vii) abnormal usage of the product or damage arising out of interior components of the building like water seepage, concealed plumbing, bathroom/toilets with eroded tile joints or faulty fitting etc. (viii) improper storage/handling/maintenance of product (ix) Exposure of Product to damaging substances such as chemicals, solvents or oils. (x) damage to product due to sharp or heavy objects, movements of heavy articles, fixing of recommended installation on the product surface etc. (xi) Damage due to accidents, abuse, misuse, exposure to extreme temperature etc.
12. These terms apply solely to the original purchaser of the product and are non-transferable. Liability expires upon resale or transfer by first purchaser. Decision taken by seller shall be final and binding on case of all claims. No fabricator, installer, dealer, agent or employee of the seller has the authority to modify the obligation or limitation of liability terms.
13. Any disputes arising from or related to these Terms shall be governed by Indian Laws and all disputes will be subject to Exclusive jurisdiction of Delhi Courts.

14. The purchaser/user assumes all risks associated with using the product in accordance with the provided instructions and in compliance with all applicable laws and safety standards. Seller is not liable for any damages resulting from improper use, unauthorized modifications, or misuse of the product.
15. It is the user's responsibility to ensure that the product use complies with all applicable laws, regulations, and safety standards in applicable jurisdiction.