



Terms & Conditions of Sale

ISTOS Medical Private Limited

#51/5, Ground Floor, BSTN Heights, 2nd Cross, J.C. Industrial Area, Bikasipura Main Road, Yelachenahalli, Bengaluru – 560062, Karnataka, India

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COMMERCIAL TERMS & CONDITIONS

Commercial Summary

Applicable to all quotations, purchase orders, sales contracts, equipment installations, and services provided by ISTOS Medical Pvt. Ltd.

Warranty

12 Months

Delivery

8–10 Weeks

Payment Terms

100% Advance

Installation

Included

Training

Included

Jurisdiction

Bengaluru, India

✓ Histology Experts

✓ Nationwide Installation Support

✓ Qualification Documentation
Included✓ Training & Commissioning
Included

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Acknowledgement

1 Validity

This offer shall remain valid for a period of **30 (thirty) days** from the date of issuance, unless otherwise stated in writing by IMPL.

2 Purchase Order

Purchase Orders shall be issued in favour of:

ISTOS Medical Private Limited#51/5, Ground Floor, BSTN Heights, 2nd Cross,
J.C. Industrial Area, Bikasipura Main Road,
Yelachenahalli, Bangalore – 560062, Karnataka, India.

3 Delivery, Risk and Title

All deliveries shall be made on an **F.O.R. basis** to the destination specified in the Purchase Order, unless otherwise agreed in writing.The standard delivery period is **8–10 weeks** from receipt of a valid Purchase Order, advance payment, and all necessary technical and commercial clarifications. Any delivery schedule provided by IMPL is indicative only, and IMPL shall not be liable for delays caused by circumstances beyond its reasonable control, including but not limited to force majeure events, transportation delays, customs clearance, shortage of materials, regulatory approvals, or acts of government authorities.

Delayed delivery of any part of an order shall not entitle the Buyer to cancel the remaining portion of the order or claim compensation. Risk of loss of or damage to the Equipment shall pass to the Buyer upon delivery at the designated site.

4 Retention of Title

Notwithstanding delivery, installation, commissioning, acceptance, or possession of the Equipment by the Buyer, legal and beneficial ownership of the Equipment shall remain solely and exclusively vested in ISTOS Medical Pvt. Ltd. until IMPL has received full payment of all amounts due under the Contract in cleared funds, including, without limitation, taxes, duties, interest, penalties, freight charges, installation charges, and any other applicable costs.

Until full payment is received:

- The Buyer shall hold the Equipment as bailee for IMPL.
- The Buyer shall not sell, transfer, pledge, mortgage, lease, assign, charge, or otherwise dispose of the Equipment.
- IMPL shall have the right to inspect the Equipment at the Buyer's premises.
- In the event of payment default, insolvency, liquidation, bankruptcy, or breach of contract by the Buyer, IMPL shall have the immediate right to repossess the Equipment, wherever legally permissible and without prior court order, without prejudice to any other remedies available under law.
- The Buyer shall provide unrestricted access to IMPL or its authorised representatives for recovery of the Equipment.

5 Payment Terms

Unless otherwise expressly agreed in writing, payment terms are **100% advance payment** along with a valid Purchase Order. IMPL's banker details shall be provided along with the Proforma Invoice, Commercial Invoice, or Final Quotation.Accepted payment modes include **RTGS, NEFT, IMPS, Account Payee Cheque, Demand Draft, and Letter of Credit**. Any bank charges, remittance charges, withholding taxes, or transaction-related costs shall be borne by the Buyer.

6 Warranty

ISTOS Medical warrants the Equipment against defects in materials and workmanship for a period of **twelve (12) months** from the date of installation and commissioning. Any extension of the warranty period shall be valid only if expressly agreed to and confirmed in writing by IMPL.

During the warranty period, IMPL shall, at its sole discretion, repair or replace defective parts found to have manufacturing defects.

The warranty does not cover:

- Consumables and wear-and-tear components, including but not limited to glass parts, bulbs, lamps, fuses, batteries, filters, seals, tubing, and blades.
- Damage caused by misuse, negligence, accident, power fluctuations, improper installation, unsuitable environmental conditions, unauthorised repair, modification, relocation, or operation contrary to the user manual.
- Normal wear and tear.
- Damage occurring during transportation after delivery.

Unauthorised repair, modification, tampering, or mishandling of the Equipment shall automatically void the warranty. IMPL reserves the right to withhold warranty support in the event of overdue payments.

7 Installation and Training

Installation, commissioning, and user training at the Buyer's laboratory shall be provided **free of charge** by IMPL Engineers or Application Specialists, unless otherwise specified.

The Buyer shall ensure the availability of suitable site conditions, utilities, electrical supply, and infrastructure necessary for installation and operation of the Equipment.

8 Qualification Documents

Standard qualification and validation documentation, where applicable and requested at the time of order, shall be supplied **free of charge**.

9 Government Levies & Taxes

All prices quoted are based on the prevailing taxation structure, customs duties, government levies, and statutory charges applicable on the date of quotation.

Any increase in GST, customs duty, surcharge, cess, import duty, regulatory fee, or any newly introduced government levy after the date of quotation but before invoicing shall be charged additionally to the Buyer and shall be payable in full.

Any tax exemptions, concessional duties, or statutory benefits claimed by the Buyer shall be supported by valid documentary evidence and shall remain solely the responsibility of the Buyer.

10 Packing and Shipment

Packing shall be carried out in accordance with international commercial standards and at the Seller's discretion, unless otherwise specifically agreed in writing between the parties.

11 Transit Damage

Transit damage shall be covered through transit insurance wherever applicable. Where insurance is not arranged by the Buyer, IMPL shall reasonably assist in assessing the damage and determining appropriate corrective action.

Claims for visible transit damage must be reported within **forty-eight (48) hours** of delivery.

12 Limitation of Liability

Under no circumstances shall IMPL be liable for indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of production, loss of business, loss of data, or loss of samples.

IMPL's aggregate liability arising from any claim under or in connection with the supply of Equipment or Services shall not exceed the value of the Equipment supplied under the relevant Purchase Order.

13 Force Majeure

IMPL shall not be liable for any delay or failure to perform its obligations where such delay or failure is due to events beyond its reasonable control, including but not limited to natural disasters, pandemics, war, civil disturbances, labour disputes, transportation disruptions, governmental restrictions, shortages of raw materials, or utility failures.

14 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of **India**.All disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the competent courts located in **Bengaluru, Karnataka, India**.

15 Entire Agreement

These Terms and Conditions, together with the Quotation, Proforma Invoice, Commercial Invoice, and Purchase Order accepted by IMPL, constitute the complete agreement between the parties and supersede all prior discussions, representations, and understandings, whether oral or written, relating to the subject matter hereof.

16 Acknowledgement

By issuing a Purchase Order to IMPL or otherwise proceeding with the purchase of Products or Services, the Buyer acknowledges that it has read, understood, and agreed to be bound by these Terms and Conditions of Sale.

Important Notice

By issuing a Purchase Order or accepting delivery of Products or Services supplied by ISTOS Medical Private Limited, the Buyer acknowledges and agrees to be bound by these Terms and Conditions.

