

TERMS OF TRADING / CONDITIONS OF SALE

1. INTRODUCTION

In these conditions “Seller” shall mean **Star Plus**, “Distributor/Wholesale Buyer” shall mean the **Person, Firm, or Company** purchasing the Products (named above/or on the reverse side) and “the Product” shall mean the “**Star Plus Inverter Battery**”, the subject of the Service Contract between Star Plus Battery and the **Distributor/Wholesale Buyer**.

All Service Contracts of sale of “Product” incorporate these conditions. Any terms and conditions of the Distributor/Wholesale Buyer, which are inconsistent with these conditions, shall have no effect. Any variation of the Contract will become binding only if confirmed in writing by Star Plus Battery.

2. ORDERS

No order submitted by the Distributor/Wholesale Buyer shall be deemed to be accepted by Star Plus Battery unless and until confirmed in writing (which shall include mail and comparable means of communication) by Star Plus’s authorized representative.

The Distributor/Wholesale Buyer shall be responsible to Star Plus Battery for ensuring the accuracy of the terms of any order submitted by the Distributor/Wholesale Buyer and for giving Star Plus Battery any necessary information relating to the Product within a sufficient time to enable Star Plus Battery to perform the Service Contract in accordance with its terms.

The quantity, quality and description of the Product shall be those set out in Star Plus quotation (if accepted by the Distributor/Wholesale Buyer) or the Distributor/Wholesale Buyer’s orders (if accepted by Star Plus Battery).

Distributor or wholesaler has to sale the product at the price which is provided by the Company time to time to respect the value of the brand

No order which has been accepted by Star Plus Battery may be cancelled by the Distributor/Wholesale Buyer, without agreement in writing of Star Plus Battery and on terms that the Wholesale Buyer shall indemnify Star Plus Battery in full against all loss (including loss of profit), costs (including the cost of all labour and materials used, damages, charges and expenses incurred by Star Plus Battery as a result of cancellation).

The Rights granted to the distributor here under are for the following geographical areas & State:

Distributor will use its best effort to promote the sale & further distribution of the product in the assigned geographical areas.

3. TERMS OF PAYMENT

Subject to any special terms agreed in writing between the Wholesale Buyer and Star Plus, the Wholesale Buyer shall pay the price of the Product before the delivery date. This means that, the time of payment of the price shall be the essence of the Contract. If the Wholesale Buyer fails to make any payment on the due date, Star Plus shall be entitled to cancel the Contract or suspend any further delivery to the Wholesale Buyer

The price of the Product shall be Star Plus Battery quoted price or, where no price has been quoted (or a quoted price is no longer valid) the price listed on **Star Plus** published price list, current at the date of delivery of the Product.

4. DAMAGE AND LOSS

Damage or loss of the Products in transportation shall be brought to company’s knowledge within 24 hours of products received

5. FOR SERVICE-RELATED ISSUES

Customer has to contact the Star Plus Service Centre in its respective location along with sales invoice.

6. WARRANTY

Warranty is applicable only if any manufacturing defect is found in the battery. However, if any mis-use or poor maintenance of the battery, it will be revived or serviced at our Service Centre on merit of the problem observed by our service engineer more so, this is a chargeable service.

7. DISPUTES & RESOLUTION

In case of any dispute, it will be under the jurisdiction of Lagos.