Brijeshwari Organics – Terms and Conditions

Terms and Conditions-

MERCHANT EXPORTER OF PREMIUM JUTE, JUCO, AND NATURAL-FIBRE PRODUCTS

Effective Date: ______________Last Updated: ______________

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1. Introduction and Acceptance

These Terms and Conditions (“Terms”) govern all quotations, proforma invoices, purchase orders, sales contracts, and shipments made by **Brijeshwari Organics**(“Company”,“Seller”,“we”,“us”) to any buyer, importer, distributor, brand owner, or agent (“Buyer”,“you”).

By placing an order, signing a proforma invoice, or remitting an advance payment, the Buyer confirms that He/She has read, understood, and accepted these Terms in full. These Terms override any conflicting terms in the Buyer’s purchase order unless expressly agreed in writing by an authorised signatory of the Company.

Brijeshwari Organics operates as a **Merchant Exporter**. We procure goods from registered jute mills, weaving units, and job-work manufacturers and export them under our own IEC. We do not represent ourselves as the manufacturer unless expressly stated on the invoice.

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2. Scope of Products

These terms apply to, without limitation: **jute fabric (hessian/burlap, sacking, canvas), Juco (jute-cotton blended) fabric, jute yarn and twine, jute shopping bags, promotional and tote bags, wine bags, gift and pouch bags, laminated and non-laminated bags, gunny/B-Twill/DW sacks, jute rugs, runners, mats and floor coverings, webbing and tapes, jute handicrafts, home-furnishing and decor items**, and other natural-fibre goods offered by the Company.

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3. Definitions

- **Order**— a confirmed purchase supported by a signed Proforma Invoice (PI) and/or advance payment.
- **PI**— Proforma Invoice stating product, construction/GSM, size, quantity, price, Incoterm, packing, payment terms, and delivery schedule.

- **Juco**— blended fabric of jute and cotton in the ratio stated on the PI (e.g. 75:25, 80:20).
- **Incoterms**— Incoterms® 2020 as published by the International Chamber of Commerce.
- **Working Day**— Monday to Saturday, excluding Indian public holidays, 10:00–18:00 IST.
- **Lot**— a weaving/dyeing/production batch identified by a unique batch number.

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4. Quotations, Prices, and Order Confirmation

4.1 All quotations are valid for 7 (seven) calendar days from the date of issue, unless otherwise stated, and remain subject to loom availability, raw-jute availability, and confirmation at the time of order.

4.2 Prices are quoted in **USD (or as stated on the PI)** on the Inco term specified (FOB / CFR / CIF / EXW / DAP / DDP).

4.3 Unless expressly included, prices**exclude**: destination port charges, import duties, anti-dumping duty (where applicable), customs clearance at destination, demurrage/detention, destination inspection fees, and any taxes levied outside India.

4.4 An order is deemed **confirmed** only when (a) the Buyer returns the signed PI, **and**(b) the agreed advance payment is credited to the Company's bank account, or an operative Letter of Credit is received.

4.5 Jute is an agricultural raw material with seasonal and market-driven price volatility (raw jute prices, JCI benchmark rates, dye and cotton prices, freight). If shipment is delayed beyond the agreed window **due to the Buyer**, the Company may revise the price to the prevailing market rate, or cancel the order and refund the balance after deductions under Clause 5.

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5. ORDER CANCELLATION — 24-HOUR WINDOW (key clause)

5.1 Free Cancellation Window. An Order may be cancelled by the Buyer **free of charge only within 24 (Twenty four) hours** of the Order confirmation timestamp recorded by the Company (Indian Standard Time, IST). Cancellation must be sent in writing to the Company's official email ID from the Buyer's registered email address. Requests by phone, chat, or WhatsApp are **not** valid unless confirmed in writing by the Company.

5.2 Effect of Timely Cancellation. Where cancellation is received within the 24-hour window and yarn/fabric procurement, dyeing, or loom allocation has not yet commenced, the Company shall refund the amount received, **less actual bank charges, payment-gateway charges, and foreign-exchange conversion loss**, within 10 (ten) working days.

Suggested Periods	
Order Type	**Recommended free cancellation period**
Standard readily resalable goods	**24 hours**
Standard Goods with raw material already reserved	**12-24 hours**
Custom printing, branding or dyeing	**Until production or procurement begins**
Private – label or buyer specific goods	**No cancellation after written approval and advance payment**
Large or complex orders	**48 hours, if production has not started**

5.3 After 24 Hours. After expiry of the 24 hour window the Order becomes **firm and binding**, because the Company immediately commits raw material, loom/production slots, dyeing and lamination batches, printing screens or plates, buyer-specific trims and labels, inspection scheduling, and freight/container booking. Any cancellation there after is at the Company's sole discretion and subject to the following deductions:

- If cancellation is requested after the 24 hours period, the company may deduct 20% of the advance payment received towards administrative expenses, material commitments, production planning, bank charges and other costs incurred in connection with the order.
- If the cancellation requested at a later stage, the applicable deduction may increase progressively in proportion to the work completed and the actual costs and commitments incurred by the company. The company shall notify the buyer of the applicable deduction, which shall be based on documented costs and the stage of order execution

5.4 No Cancellation of Custom Goods. Orders involving custom printing, buyer artwork or logo, private-label branding, custom shades or dyeing, non-standard sizes, custom GSM/construction, or buyer-specified trims are **non-cancellable and non-refundable after the suggested period window**, at any stage.

5.5 Cancellation by the Company. The Company may cancel or reduce an Order, without liability beyond refund of amounts received, in the event of raw-jute shortage or crop failure, mill closure or strike, quality rejection at source, non-issuance of any statutory certificate or export permission, change in export/import policy, or the Buyer’s failure to meet payment or documentation obligations.

5.6 Non-Waiver. Acceptance of a late cancellation on one occasion shall not create any right or precedent for future orders.

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6. Payment Terms

6.1 Standard terms: 50% advance (TT) against PI + 50% against scanned copy of the Bill of Lading, or an irrevocable Letter of Credit at sight confirmed by a first-class bank acceptable to the Company. Alternative terms only if stated on the PI.

6.2 For custom-printed or private-label orders, the Company may require **70% or higher advance**.

6.3 All payments must be made in the invoice currency, free of any deduction, set-off, or with holding. All remittance and intermediary bank charges are to the Buyer’s account.

6.4 Overdue amounts carry interest at **1.5% per month**(or the maximum permitted by law, whichever is lower) from the due date until realisation.

6.5 Title to the goods passes to the Buyer only upon **receipt of 100% payment**, not withstanding earlier transfer of risk under the applicable Incoterm.

6.6 The Company may with hold documents, divert, resell, or hold cargo at the Buyer’s cost if payment is not received as agreed. Detention, demurrage, storage, and re-export costs arising from the Buyer’s default are the Buyer’s liability.

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7. Quality, Specification, and Tolerances

7.1 Goods are supplied in accordance with the construction, GSM, size, shade, and finish stated on the PI and the approved counter-sample.

7.2**Jute and Juco are natural fibres.**The following are inherent characteristics and shall**not**constitute a defect or ground for rejection:

- Natural variation in shade, tone, and lustre between lots, and between the approved sample and bulk production
- Slubs, knots, root-end thickening, minor weaving irregularities, and occasional loose fibers
- The characteristic natural odour of jute and jute batching oil
- Minor colour bleeding or shade migration in dyed and printed goods on first wash or in high humidity
- Fibre shedding and hairiness, which reduces with use

7.3 **Agreed commercial tolerances**, unless otherwise stated on the PI:

Parameter	Tolerance
GSM / fabric weight	± 5%
Fabric width	± 2%
Bag/product dimensions	± 1 cm (up to 40 cm), ± 2 cm (above 40 cm)
Moisture regain	up to 14% (standard for jute)
Shade matching against approved swatch	Grade 3–4 or better on Grey Scale
Print/Pantone colour match	nearest achievable match; exact match not guaranteed
Order quantity	± 5%

7.4 An **approved counter-sample or pre-production sample (PPS)**signed off by the Buyer shall be the final quality benchmark. If the Buyer waives sample approval to save time, bulk production shall be accepted as per the Company's standard quality.

7.5 Third-party pre-shipment inspection (SGS, Bureau Veritas, Intertek, TÜV, etc.) is permitted at the Buyer's cost if requested in writing at the time of order and if it does not delay shipment beyond 3 working days.**The pre-shipment inspection report shall be final and binding on quality and quantity.**

7.6 Where the Buyer requires compliance with**Oeko-Tex Standard 100, REACH, AZO-free dyes, food-grade batching oil (JBO-free / hydrocarbon-free), BIS/IJIRA specifications for B-Twill or DW sacks, GOTS, Fair Trade, BSCI/Sedex, or any destination-specific standard**, this must be specified in writing at the time of order and will be priced accordingly. Absent such written specification, goods are supplied to the Company's standard commercial specification.

7.7 The Buyer is solely responsible for verifying that the product, its materials, dyes, labelling, and packaging comply with the **import laws, chemical regulations, and product-safety rules of the destination country**.

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8. Packing, Marking and Labelling

8.1 Standard export-worthy packing as stated on the PI (e.g. bales, HDPE/PP-wrapped bundles, poly-bagged pieces in corrugated cartons, hydraulically pressed bales for fabric rolls) with palletisation and shrink-wrapping where specified.

8.2 Wooden pallets, where used, will be **ISPM-15 heat-treated and stamped**. Fumigation certificate provided where required at the Buyer's cost.

8.3 Any buyer-specified artwork, logo, care label, barcode, hangtag, importer details, or language requirement must be supplied by the Buyer in print-ready vector format and approved in writing.**The Buyer is fully responsible for the accuracy, ownership, and legal compliance of the content it supplies**, and shall indemnify the Company against any claim arising from it.

8.4 Additional cost of custom packing, individual polybagging, hangtags, palletisation, or special marking is to the Buyer’s account.

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9. Delivery, Shipment and Lead Time

9.1 Standard lead time is **25–60 days** from the date of order confirmation and receipt of advance/operative LC and final artwork approval, whichever is later. Lead times are **estimates given in good faith**. Time is **not** of the essence unless expressly agreed in writing with a stated liquidated-damages clause.

9.2 Any delay by the Buyer in approving samples, artwork, shade swatches, or in releasing payment shall extend the delivery date day-for-day.

9.3 Partial shipments and transhipment are permitted unless expressly prohibited in the PI or LC.

9.4 Risk passes to the Buyer as per the applicable Incoterm® 2020 stated on the invoice. Where the Company arranges insurance (CIF), cover is standard ICC (C) for 110% of the CIF value, unless wider cover is requested and paid for by the Buyer.

9.5 The Company is not liable for delays caused by port congestion, container or vessel unavailability, blank sailings, carrier rollovers, customs or CFS delays, testing-laboratory delays, mill strikes, or power failure.

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10. Storage Advice and Exclusion

Jute and jute goods are hygroscopic. The Buyer must store the goods in a **dry, ventilated area away from direct sunlight, moisture, and damp floors**. Mildew, mould, musty odour, water staining, colour fading, or fibre weakening caused by improper storage, prolonged container transit in humid conditions, delayed customs clearance, or exposure at destination is **excluded from the Company’s liability**.

11.Inspection, Claims and Rejections

11.1 The Company shall exercise reasonable care to ensure that the goods conform to the specifications, approved samples and quality requirements stated in the Performa Invoice. Before shipment, the goods shall be subject to the Company’s quality-control procedures and, where agreed, inspection by SGS or another mutually accepted independent inspection agency. The applicable inspection certificate and report shall be provided to the Buyer where included in the Order

The Buyer is encouraged to request and complete any additional inspection before shipment. Where the Buyer approves, accepts or does not object to the pre-shipment inspection report, the inspection report shall constitute the agreed evidence of the inspected quality and quantity of the goods, except in respect of latent defects that could not reasonably have been detected during that inspection.

After delivery, the Buyer must inspect the goods promptly and notify the Company in writing of any genuine and previously undiscoverable non-conformity within the applicable claim period, together with reasonable supporting evidence. No claim shall be accepted for any matter that was inspected and accepted before shipment, falls within the agreed specifications or tolerances, constitutes an inherent natural-fiber characteristic, or results from improper storage, handling, transport, customs delay, alteration, washing, relabeling, use or resale after delivery.

Subject to applicable law, the Company shall not be liable for any claim arising from a condition that was clearly disclosed before shipment, recorded in the inspection report, accepted by the Buyer, or reasonably discoverable during the agreed pre-shipment inspection. Any claim accepted by the Company shall be limited to the affected goods and may, at the Company's option, be resolved by repair, replacement, reprocessing, credit or refund of the invoice value of the affected goods.

Any claim relating to quality, quantity, shortage, or damage must be notified in writing with photographs, videos, packing-list references, batch numbers, and a third-party surveyor's report within 7 (seven) calendar days of the arrival of the cargo at the destination port, and in any case before the goods are unpacked in bulk, washed, altered, re-labeled, or resold. (All these **Inspection, Claims and Rejections** terms are applicable when payment term is LC, it is not applicable in Advance payment term)

11.2 Claims received after this period, or where the goods have been used, altered, or resold, shall be**time-barred and void**.

11.3 The Company's maximum liability for any accepted claim is limited to**the invoice value of the affected goods only**. The Company shall not be liable for freight, duty, storage, destruction cost, loss of profit, loss of market, or consequential damages.

11.4 Claims for shade variation, minor GSM/size deviation within the tolerances in Clause 7.3, or for inherent natural-fibre characteristics under Clause 7.2, shall not be entertained.

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12. Documentation

12.1 Standard document set: Commercial Invoice, Packing List, Bill of Lading / Airway Bill, Certificate of Origin (Chamber of Commerce or preferential, as applicable), Fumigation Certificate (where required), Insurance Certificate (for CIF), and test/inspection reports where agreed.

12.2 Any additional, legalised, embassy-attested, consularized, or chamber-certified document requested by the Buyer will be arranged at the Buyer's cost, subject to feasibility.

12.3 The Buyer must supply complete and correct consignee/notify details, HS code preference, EORI/import-licence details, and GSP/FTA certificate requirements **at the time of order**. Charges for document amendment, switch B/L, or manifest correction caused by the Buyer's error are to the Buyer's account.

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13. Force Majeure

Neither party shall be liable for failure or delay in performance caused by events beyond reasonable control, including acts of God, flood, cyclone, drought, jute crop failure, pandemic or epidemic, war, riot, terrorism, embargo, port closure, mill strike or lockout, power failure, container shortage, cyber-attack, or any government action, including export bans, quotas, licensing changes, or withdrawal of incentives. If such an event continues beyond **60 days**, either party may cancel the affected portion of the Order without liability, save for refund of unearned advance.

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14. Compliance, Sanctions, and Anti-Bribery

14.1 The Buyer warrants that it is not a sanctioned party, and that the goods will not be re-exported to any sanctioned jurisdiction in breach of applicable law.

14.2 Both parties shall comply with applicable anti-bribery, anti-money-laundering, and trade-control laws. All transactions are subject to Indian FEMA regulations and RBI guidelines on realisation of export proceeds.

14.3 The Buyer shall ensure remittance of export proceeds within the timelines permitted under Indian regulations.

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15. Intellectual Property

15.1 All trademarks, logos, designs, product photographs, catalogues, and website content are the exclusive property of Brijeshwari Organics and may not be used, reproduced, or registered by the Buyer without prior written consent.

15.2 Where the Buyer supplies its own artwork or brand, the Buyer warrants that it owns or is licensed to use that IP, and grants the Company a limited right to use it solely for manufacturing and export of the Order.

15.3 Nothing in these Terms grants the Buyer any distribution, territorial, or exclusivity right unless a separate written distributorship agreement is executed.

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16. Confidentiality

Pricing, mill and supplier information, construction details, and commercial terms shared by the Company are confidential and shall not be disclosed to third parties without written consent.

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17. Limitation of Liability

To the maximum extent permitted by law, the Company's aggregate liability arising out of or in connection with any Order shall **not exceed the invoice value of the specific consignment** giving rise to the claim. In no event shall the Company be liable for indirect, incidental, special, punitive, or consequential losses, including loss of profit, business, goodwill, or contract.

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18. Indemnity

The Buyer shall indemnify and hold the Company harmless against all claims, penalties, and costs arising from (a) incorrect information, artwork, or IP supplied by the Buyer, (b) breach of destination-country import, chemical, or labelling law, (c) misuse, re-labelling, or modification of the goods after delivery, and (d) the Buyer's breach of these Terms.

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19. Website Use, Privacy, and Communication

19.1 Product images, shades, weights, and descriptions on the website are indicative only. Screen colours may differ from actual fabric shades. Website content does not constitute a binding offer.

19.2 Enquiries submitted through the website are treated as requests for quotations, not orders.

19.3 Personal and business data collected is used solely for order processing, statutory documentation, and communication, and is not sold to third parties. Data may be shared with banks, freight forwarders, insurers, inspection agencies, and government authorities as required for export.

19.4 All official communication shall be by email to the addresses recorded on the PI. Notices sent by email are deemed received on the next working day.

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20. Governing Law and Dispute Resolution

20.1 These Terms and all Orders are governed by the **laws of India**.

20.2 The parties shall first attempt amicable settlement within 30 days of written notice of dispute.

20.3 Failing settlement, the dispute shall be **finally resolved by arbitration under the Arbitration and Conciliation Act, 1996**, by a sole arbitrator, seat and venue at **Rewa, Madhya Pradesh, India**, language English. The award shall be final and binding.

20.4 Subject to arbitration, the courts at Rewa, Madhya Pradesh, India, shall have exclusive jurisdiction.

(Alternative for large international contracts: arbitration under ICC or SIAC Rules, seat Singapore — to be agreed contract-wise.)

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21. Severability, Assignment and Amendment

21.1 If any provision is held invalid, the remaining provisions continue in full force.

21.2 The Buyer may not assign an Order without the Company's written consent.

21.3 The Company may amend these Terms at any time by publishing the revised version on its website. The version in force on the date of order confirmation applies to that Order.

21.4 These Terms, together with the signed PI and approved counter-sample, constitute the **entire agreement** between the parties and supersede all prior discussions.

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22. Contact

Brijeshwari Organics Address: ______________________________, Rewa, Madhya Pradesh, IndiaEmail: ______________ | Phone: ______________IEC No.: ______________ | GSTIN: ______________RCMC (JPDEPC / National Jute Board / other Council): ______________Udyam / MSME Reg. No.: ______________

By placing an order with Brijeshwari Organics, the Buyer acknowledges acceptance of these Terms and Conditions, including the 6-hour cancellation window under Clause 5.