



**The Peacock Crown**  
INDIAN STONE EXPORTERS



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# TERMS & CONDITIONS OF SALE

## THE PEACOCK CROWN

(Handcrafted Glass & Mosaic Manufacturer)

Jodhpur, Rajasthan, India

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### 1. DEFINITIONS

For the purposes of these Terms & Conditions ("T&C"):

- "Seller" refers to The Peacock Crown (a unit of Trimoss OPC Pvt. Ltd.), having its processing facility in Rajasthan, India.

- **“Buyer”** refers to any individual, firm, company, architect, distributor, or entity placing an order with Trimoss.
- **“Goods”** refer to **Natural Stone slabs, tiles, blocks (Granite, Marble, Sandstone)**, and architectural stone artifacts supplied by the Seller.
- **“Order”** means any confirmed purchase request accepted by the Seller in writing or electronically.

## 2. APPLICABILITY & ACCEPTANCE

- These Terms & Conditions apply to **all quotations, orders, invoices, supplies, and transactions** made by The Peacock Crown unless expressly agreed otherwise in writing.

Placing an order with The Peacock Crown shall constitute **unconditional acceptance** of these Terms & Conditions, superseding any conflicting terms proposed by the Buyer.

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## 3. PRICING & DELIVERY TERMS

- **Baseline Pricing:** All prices listed on the website or catalog are strictly on an **EXW (Ex Works) – Jodhpur, India** basis. The price includes the goods and standard export packing only.
- **Additional Costs:** The Buyer is responsible for all subsequent costs, including inland transportation to the port, terminal handling charges (THC), ocean freight, and insurance, unless otherwise specified.
- **Incoterms® Options:** Upon request, the Seller may provide a formal quotation (Proforma Invoice) based on **FOB Mundra/Pipavav** or **CIF [Destination Port]** terms. In such cases, the additional logistics costs will be added as a separate line item or bundled into the final unit price.
- **Transfer of Risk:**
  - **For EXW:** Risk transfers to the Buyer once the goods are made available at the Seller’s factory gate.
  - **For FOB:** Risk transfers once the goods are loaded on board the vessel.

## 4. PAYMENT TERMS

1. **Standard Terms:** 50% Advance Deposit to initiate production, balance 50% against Scanned Bill of Lading (BL) copies OR Irrevocable Letter of Credit (LC) at sight for orders exceeding \$50,000 USD.

2. Production shall commence **only after receipt of Advance Deposit.**
3. Due to the **highly customized and handcrafted nature** of the products:
  - **No cancellations, modifications, or refunds** shall be permitted once production has started.
4. All banking charges, currency conversion fees, and intermediary charges shall be borne by the Buyer.
5. The official production lead time shall commence **only after the agreed advance payment is fully credited** to the Seller's bank account. A transfer initiation receipt or SWIFT copy shall not be considered as the commencement of the production timeline.

## 5. ORDER CONFIRMATION & CUSTOMIZATION

1. Samples, mockups, color swatches, or digital representations are **indicative only**.
2. The Buyer acknowledges that Natural Stone is a product of nature. **Variations in color, vein patterns, pitting, fissures, and geological marks are inherent characteristics** of the material and **shall not be considered defects**. Samples provided are only a general representation of the current lot.
3. The Buyer acknowledges and accepts these inherent variations prior to order confirmation.

## 6. MANUFACTURING GUARANTEE (LIMITED)

1. Trimoss provides a **Manufacturing Guarantee**, not a long-term warranty.
2. The guarantee covers **factory-origin manufacturing defects only**.
3. Any such defects must be:
  - Reported **within 30 calendar days** of delivery
  - Submitted in writing with **clear photographic or video evidence**
4. The guarantee does **not cover**:
  - Wear and tear
  - Installation defects
  - Color changes due to environmental exposure
  - Improper handling or storage
5. The Seller's liability is strictly limited to **repair or replacement of defective goods**, at Seller's discretion.

## 7. BREAKAGE & TRANSIT DAMAGE

1. The Buyer must **inspect all crates immediately upon receipt**.
2. Any visible or concealed damage must be:
  - Reported within **48 hours** of delivery
  - Supported with **unloading video, photographs, and packing condition evidence**
3. Claims reported beyond 48 hours shall be **automatically rejected**.
4. In case of verified transit breakage:
  - Only **replacement pieces** will be supplied where feasible
  - **No full refunds** shall be issued for minor or partial breakage
5. Transit damage is primarily the responsibility of the Buyer and/or logistics provider.
6. Goods are packed in **ISPM-15 compliant fumigated wooden crates** suitable for ocean freight. While we ensure seaworthy packing, the Seller is not liable for breakage during ocean transit. **Marine Insurance is the responsibility of the Buyer** (unless CIF terms are agreed).

## 8. CARE, MAINTENANCE & USAGE

1. The Buyer must ensure:
  - Use of **pH-neutral cleaners only**
  - No acids, alkalis, abrasives, or harsh chemicals
2. Damage caused by:
  - Improper cleaning
  - Chemical exposure
  - Incorrect installation
  - Structural movement
  - Environmental misuse

is **strictly excluded** from any guarantee or claim.

## 9. LIMITATION OF LIABILITY

1. Under no circumstances shall The Peacock Crown be liable for:
  - Indirect or consequential losses
  - Loss of profit, project delays, or reputational damages
2. The maximum liability of The Peacock Crown, if any, shall **not exceed the invoice value of the affected goods only.**
3. No claim shall be entertained once goods have been installed or altered.

## 10. FORCE MAJEURE

The Peacock Crown shall not be held liable for delays or non-performance caused by events beyond reasonable control, including but not limited to:

- Natural disasters
- Fire
- Government restrictions
- Supply chain disruptions
- Power shortages
- Labor disputes

## 11. INTELLECTUAL PROPERTY

All proprietary **processing techniques, crate designs, and custom architectural patterns** remain the exclusive intellectual property of The Seller.

## 12. GOVERNING LAW & JURISDICTION

1. These Terms & Conditions shall be governed by and construed in accordance with the **laws of India.**
2. **Exclusive jurisdiction** shall lie with the courts of **Jodhpur, Rajasthan, India.**
3. The Buyer irrevocably submits to this jurisdiction.

### 13. SEVERABILITY

If any provision of these Terms & Conditions is held invalid or unenforceable, the remaining provisions shall continue to remain in full force and effect.

### 14. ENTIRE AGREEMENT

These Terms & Conditions constitute the **entire agreement** between the Seller and the Buyer and supersede all prior communications, representations, or agreements, whether written or oral.



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#### COLLECTIONS

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#### EXPORT DESK

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