

TERMS AND CONDITION FOR SALE 0.32” PISTOL

1. Orders from Indian Citizens having valid Arms License with endorsement for purchasing of Pistol Issued by appropriate Civil Authority only will be considered.
2. An applicant can book only one Pistol at a time.
3. Executive Director, Gun & Shell Factory, Cossipore reserves the right to refuse to book any order without assigning any reason whatsoever and without giving any notice.
4. On receipt of complete data and payment, the booking will be made provisional and a serial number of registration will be allotted & intimated to the purchaser. The amount received shall be forfeited in case the license is found to be not genuine at a later stage. In case applicant desires to cancel the booking, refund will be made after deduction of cancellation charge as per following :
 - i) Before issuing of Call Letter - 1000/- plus applicable taxes
 - ii) After issuing of Call Letter - 2000/- plus applicable taxes
5. Factory will intimate in due course the formalities to be completed and date of collection by e-mail to the customers strictly in the sequence of the priority number. Customer will have to report for collecting pistol in person on the due date (s) intimated to him. Delivery shall be made after realization of full amount and submission of all documents as per the Arms Act 1959 and the Arms Rule 1962.
6. Price/Duties/Taxes applicable on the date of actual supply will be applicable/chargeable. Any increase in taxes/ duties or fresh imposition effective on or from a date prior to the date of supply but coming to the notice of the factory at a later date will also be payable by the customer within one month of demand.
7. Every effort will be made to effect supplies in sequence of the Priority Number but no assurance is given to this effect. No liability will be accepted for any change of sequence of supply for any reason whatsoever.
8. No claim for demand of any lose or damage due to delayed execution of order will be entertained.
9. ED / GSF reserves the right to cancel any order without assigning any reason and without giving any prior notice. In such event payments received against such order will be refunded. No compensation /interest on the amount due for return will be payable.
10. The design features of the Pistol 0.32” may change without an prior notice.
11. No liability is accepted for payment of any interest on advance or full payment received against the order booked by the factory for any reason whatsoever. No interest shall also be payable if tentative delivery date indicated further increases.
12. There is no out-of-turn allotment. However allotments made by Ministry of Defence will have overriding priority.
13. Pistols once sold will not be taken back or exchanged for any reason whatsoever. In the unlikely event of any manufacturing defect, necessary repair shall be carried out free of charge (up to 2 year from the date of sale) at Gun & Shell Factory, Cossipore on production of Pistol by the customer. Please note that there are no other service outlets.
14. Except where otherwise provided in the terms and conditions for sale all questions and disputes arising in connection with this contract shall be referred to the sole Arbitrator to be appointed by the Managing Director, Advanced Weapons & Equipments India Limited. It will be no objection that arbitrator so appointed is a Government servant. The award of the arbitrator shall be final and binding on the parties to this contract. Subject as aforesaid, the Arbitration and Conciliation Act 1996 and the Rules made there under for the time being in force shall be deemed to apply to the Arbitration proceedings under the clause.
15. “Applicable Laws /Jurisdiction : All questions, disputes or differences arising out of or in connection with the contract, if concluded shall be subject to the exclusive jurisdiction of the Court within the local limits from which the Call Letter is issued, is situated. This contract shall be governed by and subject to an interpreted and construed in accordance with the Laws of the Republic of India, as may be in force time to time.”
16. The above procedure of sale is subject to alteration or modification at anytime without any notice, as per directives from the Chief Managing Director, Advanced Weapons & Equipments India Limited.
17. G.S.F. MAKE PISTOL IS NOT TRANSFERABLE / SALEABLE WITHIN 5(FIVE) YEARS FROM THE DATE OF PURCHASE.
18. Customers have to collect their Pistols in person. Issue of Pistol on authority shall be made.
19. Payment (either in part of full) / booking will be valid for a period of 2(Two) years only from the date of payment. The customer has to complete the purchase or request for refund within 2(Two) years from the date of payment, failing which the amount will be forfeited and deposited in the Govt. Treasury and no claim for the amount will be entertained later.

Signature of Customer	
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