



# MAHAGUTHI CRAFT WITH CONSCIENCE

[www.mahaguthi.org](http://www.mahaguthi.org)  
*Together we make a difference*

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Ref No.

Date:-

## Terms and Conditions

### 1. Sample Requests and Order Placement

Orders must be placed in written form. The order should clearly specify product code, description, size, colors, and all relevant specifications. Wherever possible, reference images of the ordered products should be provided to ensure accurate identification. Any variations from the reference images must be clearly stated in the order.

The cost of sample development and production shall be borne by the buyer.

### 2. Order Confirmation

Once the products are finalized, prices and delivery schedules will be confirmed. Mahaguthi will issue a Proforma Invoice as formal confirmation of the order.

### 3. Prices

All prices are quoted on an FOB (Kathmandu) basis in either USD or EUR and remain valid for three (6) months from the date of quotation. Prices must be reconfirmed for each order.

Additional costs such as shipping, insurance, taxes, duties, or import fees shall be borne by the buyer.

### 4. Payment Terms

Unless otherwise agreed, payments shall be made in USD or EUR.

A 50% advance payment is required upon order confirmation (Proforma Invoice), with the remaining 50% payable 1-2 weeks prior to delivery.

As per the regulations of the Government of Nepal, 100% advance payment must be deposited into Mahaguthi's bank account. Shipments will be cleared only upon issuance of the Advance Payment Certificate (APC) by the bank.

A final invoice will be issued two weeks prior to shipment to confirm the outstanding balance. Bank details will be shared along with the final invoice.

## **5. Mode of Payment**

Payments must be made via SWIFT transfer. Cash payments and personal cheques are not accepted.

## **6. Delivery Terms**

All prices are FOB (Free on Board), with the FOB point being Kathmandu. The buyer must specify the nearest airport and any required documentation at the time of order.

Mahaguthi will provide the following documents: commercial invoice, packing list, and certificate of origin.

In the event of any anticipated delay, Mahaguthi will promptly inform the buyer in writing, stating the reasons and revised delivery schedule.

## **7. Lead Time**

The minimum production lead time is two to three months. Sample requests will be processed and dispatched at the earliest possible time.

## **8. Minimum Order Quantity (MOQ)**

MOQ varies depending on the product, raw materials, and colors. The minimum order value is USD 1,000 or the equivalent in EUR.

## **9. Products and Design**

All products are handmade; therefore, slight variations in design and finish may occur. Designs developed by Mahaguthi are not exclusive unless explicitly agreed upon in writing. Customers must clearly state if exclusivity is required.

## **10. Shipment**

Samples are typically shipped via courier services such as UPS, FedEx, DHL, or Aramex. Bulk consignments may be shipped by air or sea, depending on volume and weight.

Transportation costs are the responsibility of the buyer.

Mahaguthi ensures proper packing and documentation. Buyers may appoint their own cargo agent or use Mahaguthi's regular logistics partners.

## **11. Insurance**

Insurance, if required, must be arranged by the buyer.

## **12. Modification of Terms and Conditions**

No agreements, whether oral or written, shall be valid unless expressly included in these Terms and Conditions. Any amendments must be made in writing and mutually agreed upon by both parties.

### **13. Governing Law and Dispute Resolution**

These Terms and Conditions shall be governed by the laws of Nepal. Any disputes arising shall fall under the jurisdiction of the courts of Kathmandu, Nepal, unless resolved amicably through mutual agreement.

### **14. Warranty and Liability**

Mahaguthi does not provide warranties on delivered goods. Any issues arising will be addressed through mutual discussion and agreement with the buyer.

### **15. Force Majeure**

Mahaguthi shall not be held liable for any delay or failure in delivery due to circumstances beyond its control, including but not limited to natural disasters (such as floods, earthquakes, or fires), strikes, transportation delays or failures, or other unforeseen and unavoidable events.