

TERMS & CONDITIONS

1. PRICE TERMS :

a) The prices quoted are ex- Stores, Pune (India), net per article. b) Unless otherwise agreed the prices quoted are exclusive of excise duty, sales tax/works contract tax, service tax, transportation, insurance charges and all other imposts which will be extra as applicable at the time of delivery.

2. PLACEMENT OF ORDER :

Direct on M/s.Aalpha Ventures;

3. SCOPE OF WORK :

Supply Installation Testing & Commissioning of specified BOQ, Other then BOQ will be charged extra. Required Scaffolding & ladder to be provided by client. Water & Electricity & Store room to be supplied by client free of cost. Once material delivered, safety & storage under client scope & will not be returned back. Power & Water : Electricity, Water, Storage Place along with lock & key will be provided by customer.

4. COMPLETION PERIOD :

Within 45 to 60 days from the date of confirm purchase order along with advance payment receipt, w.r.t larger size project would be as per acceptance of schedule mutually agreed on writing.

It should be noted that the Purchaser in concert with authorised project site in-charge, will intimate 15 day advance in writing the date for the I&C team to reach & start up the installation activities on site. (Its required to arrange the material & our I&C Team to reach at site.)"

"Customer to provide clear site and working area along with basic facilities for workmen. Basic amenities to keep our tools and materials in safe area shall be made available. Necessary ENTRY PASS and WORK PERMITS shall be arranged & will support our personal in all the site constrain. If work held due to the customer site & physical constrain then each day will be charged @ Rs.7000/- extra."

5. GOODS & SERVICE TAX :

Extra GST as applicable during the time of supply, If the purchaser intends to issue any Sales Tax Declaration Form for charging sales tax at a preferential rate the same should be forwarded to us, duly filled in along with the order. If the Sales Tax Declaration Form is not sent, we shall charge sales tax at the full rate.

6. PACKAGING & FORWARDING :

Extra 3% applicable.

7. FREIGHT :

Extra 3.5% applicable / At actual to be paid by customer. We recommend road transport as not only the same has been found to be quicker and safer, but also that the consignment can be booked on door-to-door basis. In case the Purchaser is arranging transportation, the carrier should be advised to cover the articles properly with water-proof tarpaulin during transit. In your Purchase Order, kindly confirm the transport arrangements desired by you.

8. INSURANCE :

The Purchaser is advised to get the articles duly insured against transit risks of all kinds. We, on request can arrange the insurance of the articles on behalf of the Purchaser on chargeable basis. Relevant Information regarding insurance should be given in the Purchase Order itself. Whether the insurance is effected by the Purchase or not, our liability shall cease the moment we hand over the article/s to the Purchaser and/or to his nominated carrier and/or to the carrier arranged by us on behalf of the Purchaser as per his instructions. In the event of the insurance being effected by us at the request of the Purchaser, it shall be mandatory for the Purchaser in the case of damage/shortage of the equipment in transit and/or during unloading operations to inform us within two days from the date of consignment reaching the destination. The Purchaser is also required to obtain the damage/shortage certificate from the carriers, and lodge a claim with them failing which the claim

9. DELIVERY PERIOD :

Ex-Stock or Prior to sale, Minimum 5~6 Weeks from the date of receipt of Technical & Commercial clear order PO along with advance payment. The delivery period quoted by us is based on our current schedule. The same is subject to confirmation at the time of acceptance of the order. The delivery period will commence from the date we take your technically & commercially clear and complete order on our books. All delivery commitments shall be deemed to have been completed as soon as the material is/are kept ready at our works and information is sent to the Purchaser regarding inspection/dispatch. Proof of dispatch of such information shall be conclusive evidence that the said material is/are ready as per the delivery commitments.

10. LIQUIDATED DAMAGES/PENALTY :

The Purchaser shall not be entitled to claim any liquidated damages and/or penalty on account of delayed deliveries. The Purchaser shall also not be entitled to claim specific performance of the contract in the event of our cancelling the same on account of any breach committed by the Purchaser to terms and conditions governing.

11. INSPECTION AND TEST CERTIFICATES :

Test Certificates and Internal inspection reports if required have to be indicated in the order and subject to confirmation. The same shall be submitted as per our standard format on request. The Purchaser's Inspectors are free to inspect the material at our Works before it is dispatched. However, if inspection is so desired, such a stipulation shall be expressly set out in the Purchase Order, failing which, we shall not be bound to offer the material for inspection. Inspection, if carried out, will be limited to details mentioned in the specification sheet. Under no circumstances, inspection of the material shall be offered at any place other than our works. Third Party Inspection, in case desired by the purchaser, may be arranged by the purchaser and the cost of third party inspection shall be to the account of the purchaser.

12. PAYMENT :

Supply Items : Advance 70% Advance along with Purchase order, 30% against material ready for dispatch. If the payment is not received within 15 days from the date of proforma, we reserve the right to dispose off the article to any other customer and allot a fresh one as per the price and delivery terms prevailing at that time. Purchaser in no circumstances shall be entitled to claim any interest on any deposit or advance paid against an order arising out of the offer.

Service : 80% Advance along with Purchase Order & Balance 20% after Installation, Testing & Commissioning of system (Before Handover).

13. TECHNICAL LITERATURE :

We are enclosing herewith relevant catalogues giving the necessary technical details. It may please be noted that all dimensions, specifications mentioned in the catalogue are approximate and subject to change without notice.

14. EARNEST MONEY DEPOSIT :

We are not agreeable to pay any Earnest Money Deposit along with our offer.

15. SECURITY DEPOSIT :

We shall not give any security deposit against any order arising from this offer.

16. VISIT SITE CHARGE :

Will be extra as follows.(If Required)

a.) One person for one day Rs. 12,000/- + GST @ 18% Extra Or Quoted Installation Charges (Within Mumbai),

b.) To & Fro Charges at Customer Scope

(i) Up to 800 Kms from Mumbai – 2nd AC & Above Train fare

(ii) Above 800 Kms from Mumbai – Air fare

c.) Boarding, Lodging & Local Conveyance extra at actual to customer account.

17. WARRANTY :

The material supplied will be warranted for a period of 12 months from date of installation or 18 months from the date of supply invoice, whichever is earlier. The above sub-clause shall be subject to our standard warranty conditions. Warranty obligation will also be subject to strict adherence by the Purchaser to payment terms mentioned. The warranty only applies under the precondition that any defects, faults or damages are not the direct result of neglect of maintenance, as described in the manual or that any defects, damages or errors could not have been avoided by maintenance as described in the Maintenance manual.

Aerosol "G" Product : 15yrs shelf life maintenance free warranty

Controller : 5yrs Shelf life maintenance free warranty

Fire Extinguisher Shelf Life Confirm IS 2190 (2010) : Fire Extinguisher containing Powder/Foam/Water/Clean Agent 10 Years & CO2 15 Years Minimum Shelf Life - Certificate will be provided for the same against request.

Fire Extinguisher Maintenance Confirm IS 2190 (2010) : Once in 2Yrs - Portable fire extinguisher Mechanical foam/water type stored pressure & 135 litre Fire engine, Foam.

Once in 3Yrs - BC and ABC powder extinguisher confirming to IS 4308 and IS 14609 respectively.

Once in 5Yrs - a) Portable fire extinguisher, water type 9 litre (gas cartridge).

- b) Portable Fire extinguisher, mechanical foam type 9 litre (cartridge type).
- c) Portable fire extinguisher, water type 50 litre (gas cartridge).
- d) Portable fire extinguisher, mechanical foam type 50 litre (cartridge type).
- e) Fire extinguisher, carbon dioxide type (portable and trolley mounted).
- t) Higher capacity dry powder fire extinguisher (trolley mounted).
- g) Dry powder fire extinguisher for metal fires.
- h) Clean agent fire extinguishers.

NOTES :1) In corrosive environments, it is desirable to have the discharge test carried out at half the frequency mentioned. 2) As per the restriction on release of halon in atmosphere, it need not be necessary to refill/operate Halon 1211 type portable Fire extinguisher with in any stipulated period. However, as regards the pressure of injections gas, that is dry N2 should be checked up for the adequate pressure on the pressure gauge/indicating gauge and the contents by weighing the fire extinguisher.

18. CANCELLATION :

An order once placed on us cannot be cancelled without prior consent in writing from us. In the event of our acceptance of cancellation all costs incurred by us till the acceptance of the cancellation will be to the Purchasers accounts. We reserve our right to forfeit the advance payment made by the Purchase in the event of cancellation.

19. STATUTORY PAYMENT : Statutory payments of GST are quoted as prevailing at present. However, any change in the Government Rules or in the Statutory payment, the same shall be payable by you at actual against documentary evidence.

20. VALIDITY :

30 Days

21. FORCE MAJEURE :

We shall not be responsible for any loss, damage, detention or delay in delivery or in the event of our inability to supply the articles ordered by you, if the same is due to acts of God or India's enemies, war, revolution, embargo riots, civil commotions or political disturbances, strikes, lockouts, stoppage of labour through any cause, go slow policy of labour, shortage of power, non-availability of essential raw material, etc. or any other cause beyond our control or that of our suppliers/sub-contractors as the case may be and such delay shall not entitle the customer either to cancel the purchase order.

JURISDICTION : Any dispute, difference which shall arise at any time between manufacturer and purchaser, regarding the rights, liabilities or duties or any issues related to an order which cannot be mutually resolved by the parties, shall be subject to Pune jurisdiction only.

Notes :

a) For additional material/service is required for completing the system will be charged extra & Invoice will be raised on actual qty supplied/service offered at site.

b) The Bill of Material submitted by purchaser for quotation should be based on Provisional NOC provided by the local fire authority, Our offer is based on the BOM/Application information provided by customer.

c) The above Terms & Conditions remains abide & supersede customer default standard purchase order terms & conditions without written confirmation from the concern authority of Aalpha Ventures.

We appreciate to have a Successful Continual Business Relationship and would offer best of Service

Version 02/06/2020