

## TERMS & CONDITIONS

**Unless otherwise specifically agreed to by us in writing, our offers/sales are subject to the following conditions:-**

1. **Prices:** Prices offered are ex-our-works, Faridabad. Prices are valid for 30 days from the date of the offer. Prices of imported products are subject to adjustment depending on the currency rate fluctuations.

Our prices do not include any kind of packaging for bulky items like tanks etc. Smaller items are individually packed. Any special packaging to prevent damage due to mishandling during transit and/or storage is not included in our prices.

Our prices shall remain valid for the delivery period mentioned in the order acknowledgement. Prices may increase if the despatch clearance from buyer is not received by us within 2 weeks after the intimation that material is ready for despatch.

2. **Taxes and Duties:** GST (Goods & Service Tax) or any other Govt. Levy will be Extra, as applicable at the time of despatch.
3. **Payment Terms:** 50% value of the order as interest-free advance along with purchase order and balance payment along with taxes and duties against Proforma Invoice, before despatch, failing which the buyer shall be liable to pay interest charges at the rates in force plus storage charges.
4. **Mode of Payment:** All payments will be released/issued by way of cheque / DD, 'payable at par at Faridabad or through RTGS and bank charges, if any applicable, will be borne by the buyer.
5. **Delivery Period:** Delivery period indicated in the order acknowledgement is subject to:
  - Timely receipt of advance payment.
  - Timely receipt of manufacturing clearance.
  - Timely receipt of balance amount as per agreed payment terms.
  - Timely receipt of despatch clearance.

The expected delivery period, subject to written confirmation by us, after the receipt of Purchase Order along with advance shall be as under:

- Hydronic Product 6-8 weeks
- Controls and others 4-6 Weeks
- Imported Products 12-16 Weeks

6. **Inspection:** Material supplied shall be as per our technical catalogues or technical data sheet submitted and a test certificate to that effect shall be issued by us.

Any authority nominated by buyer shall be entitled to inspect, the material at our works at buyer's cost. Testing facilities for Routine Tests of the Equipment at our Works shall be provided free of cost.

Any special tests to be carried out have to be mentioned in writing at the time of release of Purchase order and shall be carried out at extra cost.

7. **Storage:** Should storage of goods be necessary owing to despatch being delayed due to buyers' instructions or lack thereof or non-availability of transport facilities, the cost of such storage, demurrage, and incidental charges at the rate of 1% of the Basic Value of the Purchase Order, shall be charged per week.

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8. **Transportation, Freight & Transit Insurance:** Transportation of goods shall be in buyer scope, we may arrange the same at the risk & cost of the buyer. Freight shall be charged extra, at actuals. Any damages during transportation shall not be our responsibility. Our responsibility ceases as soon as goods are handed over to the carriers. Transit Insurance may be arranged by the buyer.
9. **Road Permit:** Necessary Road Permit if any required, from the buyer's end shall be provided by the buyer, for despatching the ordered item.
10. **Unloading at site:** Does not fall in our scope of supply. Detention charges of the lorry for the delay in unloading at the site shall be borne by the buyer.
11. **After Sales Support / Service:** We understand while buying a product/system from ANERGY, the buyer is confident of knowing its functionality, features, Installation & commissioning, however, within the warranty period we shall render telephonic support on all working days within office timings. Further onsite support/service within/without warranty for commissioning/training/repairing shall be charged extra @ INR 4000/per day. Apart from Service Charges, To & Fro Travel, Lodging, Boarding, Local Conveyance charges would be to buyer's account.
12. **Warranty:** Our products carry a warranty for a period of 18 months from the date of despatch or 12 months from the date of commissioning, whichever ever ends earlier, against manufacturing defects in material and workmanship only. We agree to repair or replace such parts which may prove defective, and which do not fail from neglect or misuse or faulty installation, selection, or operation. Our decision to repair or replace the defective product or its parts shall be final.  
  
The equipment shall be repaired by us free of charges, however, the To and Fro freight charges and transit insurance shall be borne by the buyer. Defects of bought-out products shall withstand warranty as supported by the OEM. Such defects shall be immediately intimated to the manufacturer. Manufacturer's action/report shall be binding.  
  
The rubber membrane of Expansion tank is not covered under warranty.
13. **Deviation:** Any deviation arising after the receipt of confirmed order from the buyer shall entitle forfeiting of advance against the former order. The changes in specification shall be treated as a New Order which shall be liable of receiving fresh advance against it.
14. **Cancellation:** The buyer shall not unilaterally cancel the order once placed. Such an action on the part of the buyer will result in the advance being appropriated.
15. **Force Majeure Conditions:** The Seller shall have no liability for any failure to perform or delay in or delay in performance of its obligations under the contract caused by "force majeure" event including without limitation. In case of any of the force majeure, even the time of delivery shall be automatically extended by a reasonable period.
16. **Penalty / Damages:** We shall not be liable to any penalty and/or damages of any kind, whatsoever. We shall also not be liable for any consequential damage arising out of or connected with the contract in any way whatsoever.
17. **Court Jurisdiction:** Disputes, if any, subject to Faridabad (India) Court Jurisdiction.