

## ANNEXURE: II GENERAL TERMS & CONDITIONS OF CONTRACT

This proposal is subject to the following conditions. No variation/s or addition/s to these conditions will be binding on us, notwithstanding that such variation/s, alteration/s are contained in your acceptance of this proposal, except when they are specifically accepted in writing.

### 1. TAXES & DUTIES

- A) Supply of Material : GST tax or any taxes will be charged extra at actual

The order shall be placed on our office at M/s. Profile Solution Shop No. 06, Shree Ganesh Mahima (Radha Vilas Apt), Kandarpada , Mumbai 400 068.

### 2. TERMS OF PAYMENT

We request you to accept following terms of payment indicated below.

- A)Supply of Material : 100 % after 60 days after receipt of material  
100 % after 60 days after installation and handover

### 4. SPECIFICATION

In line with our policy of continual improvement we reserve the right to modify the design and change the specifications of any material, if in our opinion such modification constituted an improvement or is in accordance with revised standards or manufacturing methods. Therefore, specifications, illustrations, dimensions and weights given in our catalogues, drawings or photographs are not binding in detail.

### 5. VARIATION IN SCOPE OF WORK

If there are any additions or changes to the scope of work outlined in our proposal and its annexure, the value of the contract will be enhanced accordingly and payment will be made in accordance with the terms of payment outlined in this proposal.

### 6. COMPLETION OF WORK

We anticipate we will be able to complete the work in approximately 8 WEEKS from the date of receipt of the order along with advance payment and receipt of all necessary technical information/data to enable us to proceed with the job. The completion date is also subject to our being allowed to work uninterruptedly at site and there being no delay on the customer's part in providing us with necessary materials and services not included in this offer. This time period is based on the assumption that essential raw materials will be readily available to us/our suppliers and while we use our best endeavour to perform the contract within the time stipulated. We shall be under no liability to damages, cancellations or otherwise for failure in meeting the above date.

## 7. ARBITRATION

Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning or operation or effect of this agreement shall, unless resolved amicably, be settled by Arbitration of three Arbitrators one to be appointed by each party and the third Arbitrator (who shall act as the presiding Arbitrator) to be appointed by the two Arbitrators. All proceedings under such Arbitration shall be held in Mumbai and would be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof.

It is agreed and understood that the Court having jurisdiction over Mumbai alone shall be competent to entertain any Application or Petition pertaining to the Arbitration Agreement and / or arbitral proceedings pursuant to this Clause.

## 8. STORAGE, SAFE CUSTODY AND SITE FACILITIES

The customer will provide at his cost, adequate independent lockable storage facilities acceptable to us for equipment, materials, tools and tackles brought to site from time to time during the execution of the contract. We shall be responsible for the safe custody of materials, tools etc., only if such storage facilities are available. We will progressively bring to site, the necessary equipment and materials required for the execution of the contract. When so required the customer will accept the material brought to site. Necessary facilities including water and power required for erection, testing and commissioning will be provided by the customer in time at his cost at points to be nominated by us.

## 9. SUSPENSION/CANCELLATION OF WORK

We shall be entitled to suspend/cancel the work on account of :

1. Customer's instructions/lack of instructions
2. Non-payment of our bills

## 10. LIMITATION TO LIABILITY

In no event shall we be liable for any consequential loss or damage arising out of or connected with this contract in any way whatsoever.

## 11. MATERIAL AND WORKMANSHIP WARRANTEE

Subject to the terms of payment being punctually complied with the equipment being operated properly, the equipment covered by the contract work is warranted by us against faulty materials and workmanship for a period of thirteen months from date of supply or twelve months from the date of commissioning of units, whichever ends earlier, involved in the execution of the contract work by repairing or at our option replacing free of charge, the faulty parts that may be found during such period.

## THIS WARRANTY

- a) does not extend to consequential damage or losses;
- b) is null and void if repairs and modifications are carried out without our approval in writing;
- c) does not cover normal wear and tear.
- d) does not cover supply of consumable items like Media and Filters.

12. All Material shall have a clear name and email of our company on all the products.

13. We can approach the end customer after 1 year for any products sales after successful completion and 2 months if the project is cancelled.

14. Product design shall be part of Profile Solution or its related company and design copy / patent shall be sole right of Profile Solution.

15. **VALIDITY** :Our offer shall be valid for acceptance for a period of 30 days from the date of offer subject to statutory variations imposed by Govt.

Yours Faithfully,  
For Profile Solution



Darshan Patil  
Authorised Signatory  
Profile Data Center Solutions Pvt. Ltd.