

GENERAL TERMS AND CONDITIONS OF INSTALLATION / SERVICE JOB

Aichelin Unitherm Heat Treatment Systems India Pvt Ltd
Gat No. 38, B. M. Kakade Industrial Park, Jadhavwadi Road, Post- Navlakh Umbre, Next To
Talegaon MIDC, Taluka – Maval, District- Pune, Maharashtra – 410507

I. GENERAL PROVISIONS

1. The following provisions apply to all installation / service business between Aichelin Unitherm Heat Treatment Systems India Pvt. Ltd., (here in after referred to as "The Seller") and its clients ("The Buyer"). They are presented to the Buyer at the time an offer is made and can also be reviewed at www.au-india.com. The provisions apply regardless of other provisions and collateral agreements, except for agreements in writing between the Buyer and the Seller.
2. Any deviating terms and conditions on the part of the Buyer shall not become part of the agreement even if the purchase order of the Buyer has been accepted by the Seller. Nonresponse on the seller's part to deviating terms (of the Buyer) may not be construed as acceptance or consent.
3. The buyer shall cooperate with the seller in a way that the installation can be effected under the best possible conditions in order to ensure the proper operation and the productivity of the plant.

II. NATURE AND PURPOSE OF THE AGREEMENT

1. Only goods and services listed in the agreement (or included in the offer based on the agreement) shall be supplied. Unless otherwise agreed in writing, the following items are excluded from this agreement: foundations, cable channels, all pipelines for supply and disposal of all media, connecting cables outside the ovens, electric supply, unspecified facilities and system components, the laying of cables, channel and pit covers, charging baskets and racks. Collateral agreements and changes require confirmation in writing by the Seller. Among the items to be delivered, only those properties shall be considered guaranteed which are expressly designated in a written warranty statement and are granted as legally binding by the Seller.
2. The written confirmation issued by the Seller (Order Acceptance) determines the scope of any delivery and service. In those cases, in which no confirmation is available - in the case of an offer from the Seller which the Buyer has agreed to accept within a stated time period – the terms of the offer prevail.

III. OFFER, DOCUMENTS

1. Offers issued by the Seller shall be non-binding. As a rule, offers and drawing proposals are submitted free of charge. The client shall be billed for additional drawing and computational documents prepared at the request of the enquirer in the event that no binding agreement is completed and put into effect.
2. Specifications and plans: In general, weights, dimensions, consumption data, performance figures, and all other data listed in the Seller's documents are for reference purposes only and are therefore not binding. The Seller reserve right to modify the design during manufacturing if in the Seller's opinion such modification constitutes an improvement or is in accordance with revised standards of manufacturing process. The right to make changes and modifications to the terms of the delivery lies exclusively with the Seller, and the Buyer hereby agrees to implement such changes should he consider them to be beneficial to the plant or its operation.
3. The Seller reserves all property rights and copyrights on samples, cost estimates, proposals and project documents, drawings as well as information of a physical and non-physical nature and information provided in electronic format. The Buyer expressly undertakes to only use any information left with him by the Seller within the delivered goods' intended scope of use while strictly safeguarding the Seller's interest. No documents may be reproduced or reposted without the Seller's permission.
4. Drawings and other documents associated with an offer must be returned immediately if the contract is not awarded to the Seller.

IV. PREPARATION OF INSTALLATION

1. When starting the installation all structural pre-conditions shall be fulfilled by the buyer.
2. The buyer shall take all steps for his own account and risk, both in time before the agreed start of the installation works and during their execution, which are necessary for the orderly start, the undisturbed execution and the unhindered finishing of the installation. Especially, the buyer shall be responsible that the tools determined for the installation and the material required for the execution of the installation (tubes, conduit material, auxiliary materials etc.) are stored in dry conditions and near to the foundations according to the seller's indications.
3. The buyer shall be responsible for supplying free of charge some work-benches with vices, sufficient standard tools, electrical and autogenously welding units, gas cutting set along with the gas and handling facilities, grinding machines, grinding wheel etc. the necessary auxiliary - and operating materials (e.g. light- and power supply, water, quenching oil, hydraulic oil, propane gas, ammonia gas, isopropyl alcohol, hardening salts etc.) and suitable transport devices, scaffolds, lifting devices and lining wood.

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4. The buyer shall check, whether the material delivered to him is complete and in perfect condition, and if, not otherwise agreed, he shall transport it at his own expense to the installation site and store it in a covered and well-sheltered area, so that it is maintained in perfect conditions until the start of installation.
 5. The security, storing and insurance against fire, accidents, theft etc. Shall be borne by the buyer. He shall also be responsible that the complete material is handed over to the seller's installation staff at the start of the installation in perfect and complete condition.
 6. The required installation - and auxiliary staff of corresponding qualification (refer also to : qualification requirement for skilled and auxiliary staff to be provided by the buyer during the installation and putting-into - operation of AICHELIN - plants) shall be provided at the buyer's expense.
 7. A lockable room for storing the special tools and materials as well as a corresponding locker-room and washing possibility shall be placed at the disposal of the seller's staff at the buyer's expense.
 8. The seller will advise the precise service date to the customer at a reasonable time in advance except when a particular date was agreed. If the service activity was not possible on the agreed date, the seller must be notified in writing at least 48 hours in advance. If no notice is given in good time, the buyer/contract partner undertakes to reimburse possibly incurred travel costs, lost service cost by the seller.
 9. Except if agreed otherwise in writing, service works in on-site service are performed
 10. Mondays to Saturdays between 9.30AM to 5.30PM excepting statutory and local holidays.

V. DELAY / POSTPONEMENT AND INTERRUPTION OF SERVICES AND WORKS

If the performance of services and works is delayed due to circumstances attributable to the buyer, the buyer must reimburse the costs of waiting time of dispatched personnel and possibly the costs of renewed travel and/or additional accommodation of personnel of seller as per the service rate of seller.

VI. INSTALLATION INSURANCE

The buyer himself can effect an eventual installation insurance or he may instruct the seller in written form and against charging to do so.

VII. THE BUYER'S INSURANCE AND RESPONSIBILITIES

1. The buyer shall be responsible for all work auxiliaries and the movable goods of the installation staff taken to the installation site. He shall temporarily be liable for that till the end of the installation, till leaving the installation, site and till the removal of the work auxiliaries and the movable goods. Regarding the extent he

shall be liable till the conception of Force Majeure for all damages, destruction and loss occurring.

2. It is naturally that the work may not be effected at places which are injurious to health or dangerous.
3. The buyer shall take care for some adequate accommodation of the seller's staff and, if necessary, he shall ensure the medical care at the site.

VIII. THE SELLER'S LIABILITY

1. The seller shall be liable for careful and regular execution of the work to be effected by this installation staff. Some liability beyond that shall not be accepted. Furthermore, the seller's liability regulations of the "General Terms and Conditions of Delivery Feb 2021". This includes Force Majeure (including epidemic, pandemic (for e.g. COVID 19)) shall be applicable.
2. In all cases the seller's legal liability shall be restricted to the installation staff provided by him at the buyer's expense.

IX. CONFIRMATION AND ACCEPTANCE OF THE INSTALLATION OF WORK

1. Once a week the buyer shall confirm in an "Installation certification" the working time and the regular execution of the work to the staff provided by the seller. Repairable defects and small adjustment work shall not release the buyer from this liability.
2. A daily diary shall be kept in which the staff available at the site, the kind of work as well as special events should be marked daily. The notes shall be confirmed by the buyer's and the seller's representatives.
3. On completion of the service / installation works, our service personnel draft a service report to be signed by the buyer in confirmation of the proper completion of commissioned services and works.
4. After completion of the assembling work the residual material shall be returned by the buyer to the seller, or a corresponding agreement with the seller shall be effected.
5. The costs for the buyer staff arising from the acceptance as well as the costs for the operation of the plant (energy, auxiliary and operating materials etc.) shall completely be borne by the buyer.
6. For reasons of safety, the buyer must not put the plant into operation before effected acceptance, not even for primary tests, unless under the seller's supervision and responsibility.
7. Defects which do not significantly affect the agreed performance constitute no grounds for refusal of acceptance of installation / service work. Shortcomings are identified in a defects protocol as part of the acceptance/transfer protocol.

X. OPERATING AND MAINTENANCE INSTRUCTIONS

The buyer shall be obliged to carefully follow the operating instructions and warning remarks placed at his disposal and not to effect any amendments at the delivered plants.

XI. INSTALLATION COSTS AND PAYMENT

The installation rates shall be stated in separate installation contracts. Material and machine supplying costs, transport costs and other service costs shall not be contained in those rates. Those costs shall be charged separately.

XII. WITHDRAWAL

If not agreed differently, the Buyer is not entitled to a right of withdrawal of order once placed. In case of a withdrawal of Purchase Order, AUPL shall be entitled to the costs incurred in fact and the lost profits.

XIII. LEGAL VENUE, JURISDICTION AND APPLICABLE LAW

The warehouse of the Seller is the legal venue. The court applicable to the site of the Seller headquarters has exclusive jurisdiction over all contractual disputes - including claims pertaining to documentation and transfer processes. All disputes arising out of or in connection with contracts with Buyers from outside India shall be ultimately settled under the arbitration rules of the International Chamber of Commerce by one or more arbitrators who have been appointed in accordance with the same rules. The place of arbitration shall be Pune (India).

XIV. ARBITRATION

In case of any dispute or issue, the case will be handed over to the two Arbitrators, one of the Seller and another of Buyer as per the Indian arbitration act. The decision of the Arbitrators will be final and binding.

XV. LEGAL CONSTRUCTION

The Contract shall in all respects be constructed and be deemed to be governed by the Indian Contract Act, Sale of Goods Act or any statutory modifications thereof or additions thereto for the time being in force, the contract shall be taken to have been made in Pune where the registered office of the company is situated and all proceedings which either party to the contract might be entitled to take against the other this contract shall be instituted in a court of original jurisdiction in Pune (Maharashtra).

AICHELIN UNITHERM HEAT TREATMENT SYSTEMS INDIA PVT. LTD.

Factory and Registered Office :-

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