

## **GENERAL TERMS AND CONDITIONS OF DELIVERY**

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 business transactions between Aichelin Unitherm Heat Treatment Systems India Pvt. Ltd., (hereinafter 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 data [www.au-india.com](http://www.au-india.com). The provisions apply regardless of other provisions and collateral agreements, with the exception of 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 in the event that the purchase order of the Buyer has been accepted by the Seller. Non response on the seller's part to deviating terms (of the Buyer) may not be construed as acceptance or consent.

### **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 reserves the 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 with in 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 in the event that the contract is not awarded to the Seller.

#### **IV. PRICE AND PAYMENT**

1. Unless otherwise agreed, prices are EXW (Ex Works in line with INCOTERMS 2010), uninsured, excluding loading, packaging and any other charges, fees, excise duty, octroi, LBT and sales tax. The prices stated in the offer do not include benefits and obligations not specifically mentioned in the Seller's offer, the Buyer's purchase order and the Seller's order confirmation of the prices of the Buyer.
2. When placing an order that deviates from the original quotation, the Seller reserves the right to adjust the prices.
3. Unless otherwise agreed, payment is to be made immediately upon receipt of the invoice by confirmed bank transfer, free of transaction charges and without deduction in the form of:
  - 20% advance along with the order.
  - 20% after approval of DAP
  - 20% on receipt of major components viz casing and refractory at our end.
  - 30% along with 100% taxes & duties against Performa invoice before dispatch & after inspection at our site.
  - Balance 10% immediately after commissioning & handover of plant

4. In the event of past due payment, the Seller is entitled to charge interest beginning with the first day of delayed payment at the ruling commercial rates plus bank charges, sales tax, collection fees and any attorney fees.
5. When the Buyer makes the balance payment against documents through bank the Lorry Receipt will be consigned to Bank and all the Bank charges for negotiation of documents shall be payable by Buyer. In case documents are not retired within seven days of presentation by Bank overdue interest shall be payable by Buyer.
6. Checks or bills of exchange shall only be accepted as payment on account. Any related interest and charges shall be borne by the Buyer. Bills of exchange shall only be accepted by special arrangement and are subject to discount.
7. The Buyer is not entitled to withhold payments or to offset claims of any kind against the Seller.
8. Should the Buyer fail to fulfill his payment obligations (including progressive payments), the Seller is entitled to suspend the fulfillment of his contracted delivery and assembly obligations vis-à-vis the Buyer until the payment has been made. The Seller is entitled to cancel any payment agreement and make the outstanding amounts due immediately if the other party's financial situation worsens significantly, especially in case of a delay of payment of 1/3 or more of the price, in the event of an adverse change in legal conditions, following a cessation of payments, unsuccessful impounding proceedings as well as in the case of the commencement of bankruptcy proceedings or the dismissal of such due to a lack of recoverable assets. In all of these cases, the Seller is entitled to withdraw from active agreements in their entirety or with respect to the undelivered scope of supply, or to require advance payment or security at his discretion for the outstanding deliveries. The Buyer is obligated to pay damages, but above all, to replace all expenses.
9. Should the Buyer fail to pay the Seller's invoice in full immediately upon receipt, he shall be in default of payment. This provision notwithstanding, the Buyer shall be in default if he fails to make payment on the date specified in the contract. Statutory provisions under which the Buyer shall automatically be in default after receipt of an invoice and after the statutory deadline remain unaffected.
10. If due to any reason after placing firm Purchase Order the Buyer does not lift the equipment or delays lifting of equipment then Buyer has to release full balance payment including 100% taxes and duties within 30 days of intimation from the Seller that equipment is ready for inspection. If total due payment is not paid within 30 days of intimation then the Seller will charge interest @ 18% on the due payment and will also charge storage charges for occupying precious shop space @ Rs 5,000/- per day. If equipment is to be stored at some warehouse then transportation and crane charges will also be charged at actuals. The equipment will be stored at the Buyer's

---

risk and after 3 months from date of intimation of readiness of equipment the warranty will be over.

11. Should the Buyer be more than six weeks in arrears with his payment after having received the ready-to-ship notice, fails to accept the goods which are the object of the contract or not be in compliance with his obligation to pay, the Seller is entitled to withdraw from the agreement and to claim damages for non-performance after setting a grace period of 14 days.
12. Should the Seller make a claim on damages for non-performance, he is entitled to compensation of at least 15% of the selling price. This does not rule out the possibility of claiming higher damages.
13. Should the Seller not make use of the rights stated above, he has - without detriment to his other rights - the right to dispose freely of the contracted goods.

**14. Our bank details are given below:**

|                                |  |
|--------------------------------|--|
| Name of Account Holder         | : <b>AICHELEN UNITHERM HEAT TREATMENT SYSTEMS INDIA PVT. LTD.</b>                                |
| Name & Address of our Bankers  | : ICICI BANK LIMITED<br>CTS No.407, A/P Navlakh Umbre,<br>Taluka - Maval, District Pune - 410507 |
| Our Bank Account Number        | : 413205000108   |
| Our Bank Branch Name           | : Navlakh Umbre Branch   |
| Our Bank Branch Location       | : Pune   |
| Our Bank MICR Code             | : 411229503  |
| Our Bank RTGS / NEFT IFSC Code | : ICIC0004132  |
| Type of Account                | : Current Account  |
| GST NO.                        | : 27AAICA2193H1ZM  |
| PAN NO.                        | : AAICA2193H   |

- *Payments or transfers have a debt - discharging effect only if the booking is made on the contractually agreed account.*

## **V. PRICE VARIATION**

The Seller's prices shall be subject to increase and such increase shall be charged extra in the event of:

1. Increase in price of imported components due to increase import duty and variations in exchange rate.
2. The offer is based on the current raw material prices, especially on the nickel price valid with the offer date. Current-to-the-day raw material prices can be verified on [www.lme.co.uk](http://www.lme.co.uk).
3. Should raw material prices on the world market rise, starting from the offer date, about more than 5%, we reserve an appropriate price alignment within the offer validity.
4. Any fiscal measures introduced by any competent authority, which result increasing the cost of materials and / or services offered.
5. Any increase in our costs, which may be caused by variation or suspension of work by the Buyer's instructions or lack of technical / commercial classification.

## **VI. PACKING AND FORWARDING CHARGES**

Packing and Forwarding charges @ 2% will be applicable extra for packing of loose & dismantled items. The basic equipments will be dispatched unpacked and will be covered with full plastic / tarpaulin. The material will be loaded on to the truck / trailer in our factory.

## **VII. DELIVERY PERIODS, FORCE MAJEURE**

1. Delivery periods shall begin, unless otherwise provided in the contract, with the dispatch of the order confirmation and / or receipt of advance payment.
2. The delivery deadline shall be considered met if the Buyer has been informed that goods are ready for inspection, have left the warehouse or a ready-to-ship note has been sent before the expiration of the delivery period.
3. Compliance with the delivery period presupposes the fulfillment of the contractual obligations by the Buyer.

4. If the object of the delivery cannot be delivered to the Buyer for reasons the Seller has no control over, the execution of the delivery is considered to be legally binding once the ready-to-ship-note has been issued. In such a case, agreed payments shall be made and the costs of storage, security and insurance are the responsibility of the Buyer.
5. The delivery period and the deadlines for any assembly and commissioning of the delivered goods shall be extended by a reasonable period should the Buyer fail to comply with his contractual obligations within the defined deadlines, in particular:
  - 5.1 In the event that payments are not made as stipulated in the contract.
  - 5.2 In the event that the Buyer fails to provide the information required for the execution of the purchase order or fails to release on schedule the drawings and plans submitted to him for approval.
  - 5.3 In the event that parts to be provided by the Buyer are not available at the time indicated by the Seller in writing;
  - 5.4 In the event that the Buyer fails to provide contractually agreed performances and support.
  - 5.5 In the event that official licenses or third-party authorizations required for the operation of facilities have not been obtained in time.
6. In the event of force majeure, the delivery period and other contractual obligations shall be delayed for the duration of the force majeure. Force majeure only provides the Buyer with a right of withdrawal if the same continues for a period of more than six months. Force majeure pertains to any event which is beyond the operations of the Buyer or Seller (including epidemic, pandemic (for e.g COVID 19)) and which the latter has no influence over as well as internal unforeseen events (including strikes, etc.). Among other things, force majeure includes disruptions of operations, shipping delays by sub-contractors that cannot be controlled, as well as any event that renders continued production impossible or only possible at a considerably higher cost. The Buyer is to be informed of each beginning and end of each Force majeure event as soon as possible.

### **VIII. ROAD PERMIT**

Buyer must provide the required road permit or any documents required for the transportation of materials directly to their transporter. The Seller will not be liable for any penalty / damage on account of road permit.

## **IX. PASSING OF RISK**

1. The passing of risk to the Buyer (passing of the risk of damage and accidental destruction of goods) occurs under the agreed commercial terms, in accordance with INCOTERMS2010 provisions effective at the time the agreement goes into effect. Unless otherwise agreed, delivery is ex works (EXW): risk is transferred at the agreed time of acceptance at the warehouse of the Seller, even in the case of partial delivery or in the case that the Seller has assumed responsibility for additional services such as assembly and commissioning. In case of delivery ex works, should the Seller undertake to send the Product to its destination upon the Buyer's request, risk passes to the Buyer at the time the ready-for-shipping note is issued.
2. In the event that the Seller assists the Buyer with loading goods, the Buyer shall not hold the Seller accountable for any claims or damages.
3. At the Buyer's request, shipment shall be insured at his expense.
4. Partial deliveries shall be permitted unless it is unreasonable for the Buyer to accept them. Due to nature of job, the Seller has right to dispatch the equipment in parts and also raise Invoices in parts. Under such circumstances the value mentioned in Invoices will be solely for the Excise purposes and the Seller will not be bound to supply similar repeat equipment at the same prices in future.

## **X. INSPECTION**

The Seller will offer cold trials of the individual equipments at the Seller's works, during inspection prior to dispatch. Any 3rd party / agencies inspection charges are not included in the Seller's offer & have to be borne by Buyer where ever applicable. The acceptance criteria will be prefixed by Buyer during order placement or DAP.

## **XI. TRANSIT INSURANCE**

Immediately after dispatch, the Seller will furnish to the Buyer the dispatch particulars like consignment quantity, invoice & transporter details. Transit insurance will be done by the Buyer. Insurance validity should be till commissioning of equipment to avoid any damage during unloading, erection & commissioning of equipment. The Seller will not be responsible for any damage during Unloading, Shifting, Erection & Commissioning activity. The Buyer must take this into account. Please note Seller will hand over the material in good condition to the transporter and will take his signatures on GR thereafter it is the transporter's responsibility to deliver the goods in safe & intact condition to the Buyer. The Buyer is advised to check the condition, quantity & damage, if any, on arrival of goods and record on GR the same to claim

---

insurance. Seller in no way will be responsible for making any such loss once transporter leaves our premises.

## **XII. ACCEPTANCE (GOODS RECEIVING)**

1. For the delivery items assembled and set into operation by the Seller, both parties confirm the acceptance of the agreed documentation of successful performance with their signing of the acceptance/transfer protocol. The delivery shall be considered received and accepted as a result.
3. The documentation of the agreed performance is provided by the Seller during the test runs. If such proof is provided, the Buyer shall not require any further test runs.
4. If the Buyer receives a written ready-to-ship notice from Seller and fails to meet his obligation to provide the necessary tools and labor required for acceptance or prevents the implementation of acceptance tests thereafter, the tests are deemed to have been carried out successfully on the date the Seller specified for acceptance testing in his notification.
5. Defects which do not significantly affect the agreed performance constitute no grounds for refusal of goods and their acceptance/goods receiving. Short comings are identified in a defects protocol as part of the acceptance/transfer protocol.
6. The Buyer is not entitled to use the delivered goods for production purposes before signing the acceptance /goods receiving protocol. In the case that the Buyer uses the delivered goods before signing the purchase /goods receiving protocol, acceptance/goods receiving is considered to be complete with the beginning of first use.

## **XIII. RETENTION OF TITLE**

1. The Seller retains the title of the delivered goods until all of the amounts payable to the Seller by the Buyer arising from the delivery contract have been received. In the event that the Buyer is in breach of contract, especially in case of default and subsequent unsuccessful past due notices followed by withdrawal from the contract, the Seller is entitled to demand the return of the delivered goods which Buyer is obliged to surrender. All costs arising from the repossession are borne by Buyer. In the event of third party seizure or other interventions, the Buyer shall immediately notify the Seller in writing and provide all necessary explanations. The Buyer may not pledge or declare the delivered goods as a security.

2. In the event of the financial deterioration of the Buyer, an adverse change in the legal conditions, the cessation of payments, unsuccessful impounding proceedings as well as in the case of the commencement of bankruptcy proceedings or the dismissal of such due to a lack of recoverable assets, the Seller is entitled, to demand the return of unpaid goods or suitable security at his discretion. In this case, the Buyer has to pay damages and reimburse all expenses.
3. The Buyer shall immediately notify the Seller of any action that could affect his property.
4. A resale of the reserved goods is permitted only with the written consent of the Seller. In the event that the reserved goods are sold for cash, the Buyer shall keep the proceeds separately and immediately transfer them to Seller to the extent necessary to cover the debt as established in the retention of title.
5. In the event that goods are sold under retention of title, the Buyer shall assign all ancillary rights as well as all claims arising from the sale of goods to the Seller which would fall to the Buyer from the resale of goods or to third parties. The Seller is authorized to collect these payments himself. However, the Seller undertakes not to collect a claim as long as the Buyer meets his payment obligations. The Seller is permitted to require the Buyer to provide him with assigned claims and their debtors, provide all information necessary for collection, submit the relevant documents and inform debtors of such an assignment. If deliverable goods are resold together with other goods which do not belong to the supplier, The Buyer claims against the purchaser for the contract price agreed between Seller and Buyer shall be deemed assigned.
6. If the Buyer adds further value to the goods via processing or further enhancement, the resulting new goods will be proportionally transferred into Seller's ownership until complete payment of the purchase price is received.

#### **XIV. WARRANTY**

1. The Seller warrants that the delivered goods meet the conditions agreed in the delivery contract. All parts supplied by the Seller are covered by this warranty unless the defect can be traced back to a cause before acceptance/goods receiving or for causes solely relating to the delivery as well as a cause prior to such delivery, in particular faulty design, poor construction material or poor workmanship.
2. The warranty period expires after 12 months from the date of commissioning of equipment or 15 months from the date of readiness for dispatch of equipment from

---

our works, whichever period expires earlier, unless special warranty periods have been expressly agreed for individual items. This also applies to delivery and service objects that are fixed to a building or land.

3. To the exclusion of other claims the Buyer's warranty claim shall be restricted to corrective action, e.g. the improvement or replacement of faulty parts, including freight, disassembly and assembly. It does not extend to disadvantages the Buyer suffers as a result of corrective action such as shutting down a part of the plant. At his discretion, the Seller is entitled to either repair the defective part or deliver a replacement item. In the latter case, he shall accept the return of the replaced part.
4. A warranty claim can be made only if the Buyer complies with the terms and conditions particularly terms of payment and properly and fully maintains the plant (furnace) log provided to him by the Seller free of charge during the entire warranty period (all entries must be up to date). The log shall record (amongst other things) all non-standard occurrences and all maintenance and repair works.
5. Should the Buyer use the system for production purposes before the signing the equipment handover document, commencement of warranty shall be considered to have been effective from the start of production.
6. For third party products, the Seller's liability is limited to the assignment of claims he has against the supplier.
7. The Seller assumes no responsibility for repair works nor for alterations and conversions of used equipment; the same applies to the supply of drawings to perform such operations.
8. Parts subject to wear and tear as specified in the contract or offer are excluded from the warranty as well as those parts which are to be designated as wear and tear parts under technical standards or standards common in the industry.
9. The warranty will cover faulty workmanship, performance and replacement / repair of any component if proved to have failed due to manufacturing defects (material defects), the Seller will repair / replace the faulty / defective parts free of charge.
10. The normal wear and tear of the following parts is excluded from warranty :-
  - Thermocouples
  - Radiant tubes
  - Circulation impeller in high temperature furnace
  - Burner wear parts
  - Shaft sealing rings
  - Door seals

- 
- Pump packing
  - Filter
  - Catalyst for endogas generator
  - Hearth bricks
  - Lamda/Oxygen probe (12 months)
  - Endogas Generator Retort (12 months)
  - Sealing materials like door & fan sealing ropes
  - O rings
  - gaskets
  - lubricating oils
  - refractories
  - insulation materials
  - indicating bulbs
  - solenoid coils
  - all types of electrodes
  - consumables
  - electronic cards and switch failures due to power disruptions
  - and all such items / components damaged due to accident / faulty operation of the components / equipments
  - damage due to over loading of the charge wagons
  - repair by unauthorized persons
  - equipment running by untrained persons of Buyer
- and failure of electronic & electrical parts / cards / PLC due to non adherence to clean power requirements specified in our technical offer will not be covered.
11. The warranty does not apply to defects resulting from poor maintenance and repair, faulty operation, as well as procedures or uses which are not foreseeable under the contract. Furthermore, it does not apply to any damage caused by the following reasons: incorrect storage after delivery, improper assembly or commissioning by the Buyer or third parties, failure to observe the Seller's operating instructions, natural wear and tear, excessive stress, excessive or one-sided heating, incorrect burner adjustment, unsuitable equipment or replacement materials, defective construction work, unsuitable foundations, chemical, electrochemical or electrical influences etc., provided they have not been caused by the Seller and he is not at fault.
12. The Buyer shall inspect delivered goods immediately upon delivery and immediately (within 3 days) notify the Seller in writing should he find a defect under warranty. All claims made by the Buyer concerning the defectiveness of delivered goods shall expire should the Buyer fail to report his claim, in the event that the Buyer makes or attempts corrective action himself or the Seller fails to provide sufficient time and opportunity for the necessary repairs and replacements using reasonable discretion. Only in urgent cases of danger to operational safety and for the prevention of excessive damage, or if the Seller is in default concerning the removal of the defect does the Buyer have the right to remedy the defect himself or enlist a qualified third

party. In such cases, the Seller is to be notified immediately and the Buyer is obligated to choose the most suitable and least expensive option for removal of the defect and is entitled to ask Seller to bear the cost.

13. The Buyer cannot postpone start of warranty due to delay in availability of goods or services on their part which is required for commissioning of the equipment.
14. Failure to disclose : The Buyer shall notify the Seller in written within 3 working days on discovering a fault. All claims shall be void should the Buyer fail to make this notification.

On receipt of a notification of a defect, the Seller shall carry out investigations and repairs at its own cost. Should there be no defect found for which the Seller is liable, the Buyer shall pay the costs incurred by the Seller as a result of the unjustified complaint.

Should further damage arise from a defect, the Buyer shall also notify the Seller of this immediately in writing. The Buyer is responsible for any damages arising from the failure to provide such notifications.

15. Remedy of Defects: In principle, defects to installed systems shall be remedied on site. At its own discretion, however, the Seller may require defective parts to be returned for the purposes of repair or replacement. Replaced defective parts shall be returned to the Seller free of charge and ownership shall transfer back to the Seller.

All claims made by the Buyer shall be deemed to be satisfied once a defect has been successfully remedied.

Warranty period for a repaired or exchanged part is 12 months from repair or exchange thereof, but ends at the latest 18 months after acceptance of the plant.

16. Liability for any consequential damage is rendered void by changes or repair work improperly carried out by the Buyer or a third party or without the Seller's prior permission.
17. Any additional claims the Buyer makes due to defects of delivered goods, in particular claims for damages that have not been inflicted on the item itself, are ruled out.

## **XV. ACCEPTANCE CRITERIA**

Both parties shall sign the acceptance log immediately after successful proof of performance to signify acceptance of the system. The warranty period shall commence from this date.

Any defects which do not fundamentally affect the performance or operating safety of the system shall not lead to non-acceptance of the system. Defects shall be recorded in a defect log which shall form part of the acceptance log. The Seller shall remedy such defects within the context of its warranty obligations.

Should the Buyer use the system for production purposes before the issue of the acceptance log, acceptance shall be considered to have been effective from the start of production.

The treatment results and tolerances agreed in Technical specification for the line shall be taken as the acceptance criteria.

The surface of the components is after heat treatment (Depending upon the heat treatment process):

- free of scale
- mostly free of washing agent residuals
- light tempering colours are permissible

As well as fulfilling the component-specific acceptance criteria, the scope of supply shall be in a complete and fully-functional state.

Cracks in the wall are normal after heating the furnace for the first time and do not affect the quality or service life of the furnace system.

## **XVI. LIMITATION OF LIABILITY**

Under no circumstances shall the Seller be liable for malfunctioning of the furnace due to:

1. Its use beyond specification limits as mentioned in the general specifications & relevant catalogues.
2. Buyer / user supplied software and / or its connectivity and unauthorized modification or misuse or hardware / software.
3. Improper site / control room preparation and/or maintenance.
4. Due to repair / replacement of parts from unauthorised suppliers.

---

Any remedies mentioned as Liquidated Damages for Delay shall be Seller's sole remedies for Supplier's delay and remedies mentioned in "Performance Acceptance Criteria" shall be the Seller's sole remedies for failure to reach the Guaranteed Performance.

The remedies mentioned as "Warranty" shall be the Seller's sole remedies for Defects in the Plant after Taking Over.

The Seller shall not be liable to Buyer for any indirect and consequential damages, such as but not limited to loss of profit, loss of production, damages to parts, recalls or similar.

In case of fraud or willful misconduct, the Seller's liability for direct and indirect damages is limited to 10% of total contract value.

## **XVII. USE OF SPURIOUS SPARE PARTS / UNAUTHORISED SERVICE**

In case it is detected that Buyer has used spurious spare parts and utilised the services of unauthorised agencies apart from the Seller. The warranty would be totally null and void and seller has the right to refuse to supply spares and / or services in future.

## **XVIII. OPERATING AND MAINTENANCE INSTRUCTIONS**

1. The Buyer is obliged to observe diligently the instructions and safety warnings provided and tomakeno changesto the delivered equipment. The Buyer will receive technical descriptions and manuals to the extent needed and undertakes not to make any changes whatsoever to them and to pass on this obligation to every other Buyerthat follows.
2. The Buyer will furnish one hard copy and one soft copy (PDF File) of following drawings & documents in English language along with the equipment :
  - Operating & Maintenance instructions for each equipment.
  - Electrical circuit diagrams.
  - Layout & general view drawings
  - Catalogues & operating instructions for bought-out items wherever available.

## **XIX. ASSEMBLY AND COMMISSIONING**

The Buyer is responsible for the timely and free provision of physical facilities, equipment and qualified personnel in accordance with contract provisions to ensure the smooth assembly and commissioning of the plant.

## **XX. COMPLETION OF COMMISSIONING**

The equipment will be treated as commissioned after successful five heat treatment trials or what has been agreed. The final balance/ commissioning payment will be released by the Buyer within next 10 days after acceptance of the trials if Production is being taken out from the equipment. The minor pending service issues will not be a ground for withholding the payment as they are covered under warranty clause. If the Buyer does not commission the equipment due to any reason not attributed to Seller then final balance/ commissioning payment will be released within 90 days of equipment Invoice date.

## **XXI. DELAY IN COMMISSIONING**

If due to any reason not attributed to Seller the commissioning is delayed by the Buyer beyond 45 days then Seller will charge Rs 6,000/- per man day plus hotel and to & fro ticket expenses till the commissioning is over. If the Buyer does not start the equipment commissioned within one month of Invoice date then any failure of perishable parts or items with shelf life will not be replaced by Seller free of cost when commissioning starts even though the equipment is in warranty as some parts if not in use can perish faster. Buyer has to place fresh order for these parts and pay for service charges for fitment. The decision of Seller Service Manager regarding perishable parts and parts with shelf life will be final and binding on Buyer.

## **XXII. DESIGN APPROVAL (DAP)**

Design Approval Process aims to address the adequacy of the proposed design of the equipment offered for the intended purpose. It also helps the Buyer to get clear idea about the utility and layout related requirements. This process usually takes 3 weeks from the receipt of Purchase Order.

Design Approval Process involves submission of following documents to Buyer :-

- Layout drawings.
- General Assembly drawing of equipment.
- Gas Piping Schematic
- Electric circuit diagram
- Bought out item list
- Utilities and Electricity Requirements.
- Color shades for equipments / piping etc.
- Routing of Cables / pipes between some of the equipments.

---

The Buyer will approve the above drawings with their comments, if any, within maximum one week from the date of receipt of drawings. Any delay in approval will affect the delivery proportionately. If no approval is given within 10 days of drawings submission then it will be assumed that all drawings are acceptable to the Buyer and manufacturing will start as per drawings submitted. There after no changes will be accepted in drawings. Any change will be done with additional price and delivery implication.

**Note :-** Since Design Approval Process freezes scope of supply, specification of items and basic design of project, Buyer is expected to involve the end users of equipments and maintenance team in the process of approval. This will avoid alterations / rework which will helps to complete the project on schedule.

### **XXIII. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHT**

1. If the Seller manufactures an article using the Buyer's design details, drawings, models or other specifications, the Seller shall not be held accountable in the event of possible violations of intellectual property rights.
2. Construction documents, e.g. plans, drawings and other technical documents as well as samples, catalogs, brochures, illustrations, etc. remain the Seller's intellectual property and are subject to the relevant statutory provisions governing reproduction, imitation, competition etc.

### **XXIV. PARTIAL INVALIDITY**

Even if single provisions of an agreement that has been completed based on these provisions are ineffective, the remaining parts remain binding. The ineffective provision shall be replaced by a valid one that comes as close as possible to the objective pursued. This does not apply if adherence to the agreement would constitute an unreasonable hardship for one of the parties.

### **XXV. LEGAL VENUE, JURISDICTION AND APPLICABLE LAW**

The plant / 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).

## **XXVI. ARBITRATION**

Any disputes arising from or in connection with the present Contract or an order / acknowledgement of an order or its validity shall be settled in accordance with the arbitration rules of the International Chamber of Commerce (ICC) by one or three arbiters appointed in accordance with said rules.

## **XXVII. LEGAL CONSTRUCTION**

The Contract shall in all respects be constructed and be deemed to governed by the Indian Contract Act, Sale of Goods Act or any statutory modifications there of or additions there to 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 :-

Gat No. 38, B. M. Kakade Industrial Park,  
Jadhavwadi Road, Post- Navlakh Umbre,  
Next To Talegaon MIDC,  
Taluka - Maval, District- Pune, Maharashtra - 410507  
Maharashtra. India  
CIN NO.: U74900PN2010PTC150092  
www.au-india.com