

## **TERMS AND CONDITIONS:**

- OCTROI** : The above prices are exclusive of Octroi; Octroi at the applicable rates will be payable directly by you.
- PAYMENT** : The full advance payment should be made in favour of "Frizair Corporation" (along with order form duly filled up) by way of DD/BC/Cheque payable at Hyderabad.
- CANCELLATION** : Orders once placed cannot be cancelled.
- DELIVERY** : Delivery would be approximately 2-3 weeks from the date of receipt of advance payment along with order form. Notwithstanding any given date of delivery we shall not be held responsible for any delay in supply or inability to supply in full or any part of the order due to any circumstances beyond our control.
- TRANSFER** : Transfer of orders to a 3<sup>rd</sup> party is not acceptable.
- INSTALLATION** : The above prices do not include installation charges.
- FREIGHT/PACKING** : The above prices are exclusive of freight, forwarding and cost of protective carton or covering.
- WARRANTY** : The Mini Central Evaporative Cooler will carry a warranty of 12 months. During this period we undertake to repair or replace any part of material found to have manufacturing defects. The warranty however does not cover any consequential or resulting liability, damage or loss from such defects. The warranty is void if repairs and modifications are carried out by anyone other than our authorized representative. Any defect arising out of improper voltage, abuse, misuse, improper installation, neglect, alteration, damage caused by transportation and improper use will not be covered under our warranty. All parts are warranted to the original purchaser to be free from defect in material and/or workmanship under normal installation, use and service and proper voltage conditions for a period of 12 months from the date of Invoice. Our decision to replace/repair defective parts shall be final and conclusive.
- ACCEPTANCE** : All Orders are subject to acceptance in writing from us. No cancellation of order once placed will be accepted by us under any circumstances.
- FORCE MAJEURE** : No penalty/liability shall be attached to us for non-performance or delayed execution of this contract as a result of force majeure.
- INSURANCE** : Unless agreed upon by us specifically, all equipment & materials required under this contract will be covered against all risk during transit, storage & erection at site by customer.
- JURISDICTION** : All transactions are understood to have been made subjected to the jurisdiction of the High Court of Judicature at Hyderabad, the City Civil Court of Hyderabad or the Court of Small Causes, Hyderabad.
- : All Civil, Carpentry, Plumbing and Electrical works as well as fabrication of stands for the units are to be carried out by the customer in consultation with us.
- : We shall retain property rights on the equipment and materials used by us under this contract and our rights of lien and resale, until full value thereof as per our bill is paid to us. We shall be entitled to a general lien on our equipment and materials in customer's possession under this contract for any amount being due to us from the customer, on any account we shall also be entitled to apply payment already received by us towards any amount due to us under any other order or orders.