

AGNIFORMA TECHCRAFT PVT LTD

101/102 Parshwanath E Square Corporate Road Prahalad Nagar Ahmedabad,Gujarat-380015 Phone +91 (922) 740-3175 GST: 24AAVCA9825B1ZI Email: sales@agniforma.com

www.numaex.com

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Contact information

Prepared By Kirti Kaushal

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Address information

Bill to Name AMTZ Medpolis Square 4554 Pvt Ltd
Billing Address : AMTZ Medpolis Square 4554 Pvt Ltd

Vm Steel Projrt Town Ship Sub Post office, Ground,

Plot. No: D1-

56, HUB Building, AMTZ CAMPUS, Pragati

maidan, Vishakhapatnam

Vishakapatanam, Andra Pradesh, 530031

GST 37AAXCA5420G1ZG

Ship to Name : AMTZ Medpolis Square 4554 Pvt Ltd

Shipping Address: AMTZ Medpolis Square 4554 Pvt Ltd

Vm Steel Projrt Town Ship Sub Post office, Ground, Plot.

No: D1-

56, HUB Building, AMTZ CAMPUS, Pragati

maidan, Vishakhapatnam

Vishakapatanam, Andra Pradesh, 530031

	Quote Line Items						
	Product	Line Item Description	Location	Product Size	Quantity	Sales Price (INR)	Total Price (INR)
1	Elden Roche Single Glazed Partition	Providing and Fixing of 10mm Tempered Glass in Top and Bottom Glazing Profile with I seal between panels, Door on Floor Spring, with Bottom Lock and D Handle, Door Seals and Master Key. Transportation and Site Unloading Included	3 Finnrs (1st	2400mm x (As per Dimensions); Approximately 120 Cabins	15,000	385	57,75,000
	Please note that these are estimated dimensions from drawings; final invoice value may differ based on site dimensions and final installatio; we will raise the value for the etching film after selection, and area of application*						
Total Price					57,75,000		
Transportation/Shipping						-	
Тах					10,39,500		
Grand Total Grand Total						68,14,500	

Bank Details

Payment Terms: 50% advance, 35% on dispatch, 15% after installation

Please send us your confirmation for production.

Thanks & Regards

For AGNIFORMA TECHCRAFT PVT LTD

KOTAK MAHINDRA BANK A/C. NO. 1933211021 IFSC : KKBK0002560

Agniforma Techcraft Pvt Ltd

Terms and Conditions of Sale

ANNEXURE 1: TERMS AND CONDITIONS

For the application of these general terms, for any given sale, the term "seller" refers to the AGNIFORMA TECHCRAFT PVT LTD which provides the buyer with the order confirmation and the invoice for the products ordered or the services requested. All orders, order confirmations, sales contracts, services and, to the extent relevant, all price offers and quotations are subject to these general terms.

2. CONTENT AND INTERPRETATION OF CONTRACT

No modification, derogation or addition by the buyer to these general terms of the seller can be considered contractually valid without prior express and written acceptance of the seller. Unless the seller has accepted the buyer's general or particular terms expressly and in writing, those terms are explicitly excluded. Catalogues and / or price lists sent out by any company belonging to AGNIFORMA TECHCRAFT PVT LTD are exclusively intended to inform, and do not constitute an offer, unless otherwise expressly stipulated in writing by the seller.

3. FORMATION OF THE CONTRACT

The contract is formed by the acceptance by the seller of the order from the buyer, or as the case may be, the service requested by the buyer, or through the performance of the order or service by the seller. The parties agree that the above acceptance by the seller may be validly communicated to the buyer by electronic means. The order shall include the precise description of the product or products and quantities ordered and the prices of those products. Negotiation of the general terms is only possible before the buyer's order is accepted by the seller and may result in change to any price earlier provided to the buyer.

4. QUALITY STANDARDS

All glasses shall be made as per the following European Standards:

1.EN12150 for Toughened Glasses

2.EN1863 for Heat - Strengthened Glasses



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3.EN1279 for Insulated Glasses 4.EN12543 for Laminated Glasses 5.EN1096 for Coated Glasses 6.EN14179 for Heat - Soaked Glasses

Any glass that falls within the tolerances / specifications mentioned in the above standards shall be deemed acceptable and not liable for replacements.

5. SPECIAL CHARACTERISTIC: NIS INDUCED SPONTANEOUS BREAKAGES

All tempered glasses are susceptible to spontaneous breakage due to Nickel Sulphide inclusions. Breakage/s due to Nickel Sulphide inclusions are not attributable to us. This is a property of tempered glasses and not considered a defect, and hence are not liable for replacements.

6. SPECIAL CHARACTRISTIC: IRIDESCENCE (ANISOTROPY)

All heat-treated glasses exhibit a strain pattern, which is not normally visible, and may become visible under certain lighting conditions. It is a characteristic of these kinds of glass and should not be mistaken as discoloration or non - uniform tint or color. These strain patterns or quench patterns should not be viewed as a defect in the glass as they cannot be eliminated in the heat treatment process.

7. GLASS OPTIMIZATION WASTAGE

Unless otherwise specified, glass optimization wastage shall be charged extra. The wastage shall be intimated at the time of making the Proforma Invoice on receipt of your final sizes

8. DRAWING CONFIRMATION FOR SPECIAL PROCESSES

In case of special processes such as fabricated glasses with holes, notches, cutouts, etc. OR in conditions with specific details for installation, we shall furnish detailed section drawings for your approval. Failure to send timely confirmation of these drawings might result in delivery delays. In the event templates are submitted for manufacturing, they shall be digitized and disposed off. AGNIFORMA TECHCRAFT PVT.LTD.does not take any liability for return of templates.

9. MODIFICATIONS IN ORDER AFTER CONFIRMATION

Since the products are completely made-to-order, no changes in the order shall be entertained once confirmation is given. In the event the order is modified or cancelled once issued to production, all material expenses, processing costs and cancellation penalties up to the date of modification or cancellation shall be invoiced. The amount to be invoiced is solely at the discretion of the Seller and shall be final and non-negotiable The rates mentioned in this offer are based on the entire order quantity and value and any reduction in quantities and value will render this offer null and void and we shall issue you a new Proforma Invoice with the revisions incorporated.

10. TAXES AND DUTIES

The taxation structure is indicated in the commercial terms. However the taxation prevalent at the time of invoice shall be applicable and the prices shall change accordingly.

11. PAYMENT TERMS

The payments shall be made in accordance with the payment schedule specified in the Proforma Invoice

12. DELAYED PAYMENT CHARGES

Payment delays beyond the mentioned Payment Terms shall be charged interest at the rate of 24% per annum. The interest shall be counted from the due date until the actual date of the payment. The due date is always calculated as the invoice date. Buyer shall pay such interest within thirty(30) days from the date of the demand notice.

In addition, the buyer agrees that in case of unsettled payment, the seller may suspend or cancel the sale and/or any current order (including confirmed orders), such suspension or cancellation not giving rise to any claim for compensation or damage by the buyer and without prejudice to the seller's claim for compensation or damage suffered as a result of such suspension or cancellation. Failure to make timely payment, even partially, of any single invoice for any delivery, makes all amounts due by the buyer to the seller in any capacity whatsoever immediately and automatically payable.

13. RETENTION OF TITLE OWNERSHIP

The products delivered remain the exclusive and unalienable property of the seller until full and unconditional payment of the price and accessory costs. Until full payment, the seller maintains the right to recover the products at the buyer's cost regardless of whoever may be holding them. From the time of delivery, the buyer shall see that the products remain easily identifiable up to the full, unconditional payment of the price. The buyer shall bear all risks including without limitation in case of total or partial loss or deterioration of the products. The buyer shall not transfer title to the products to any third party up to the full, unconditional payment of the price.

If the validity of this clause of retention of title of ownership is subject to legal forms in the country of the buyer or to particular preliminary conditions, the buyer shall so inform the seller and shall meet those conditions

14. DELIVERY TERMS

Unless expressly agreed otherwise in writing by the seller, the products are sold "Delivered at place of destination" named in the order confirmation. Any time specified for delivery is given as an indication only and shall not constitute a contractual obligation, unless otherwise expressly agreed in writing by the seller. Failure to comply with such delivery time shall not give rise to any right to claim any loss or damage unless such failure is a result of wilful misconduct or gross negligence on the part of the seller. If a delivery time is expressly agreed in writing by the seller, such delivery time shall be without prejudice to force majeure, which will automatically allow the seller to suspend deliveries without compensation of any kind to the buyer.



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On arrival of the products at the place of delivery, the buyer will provide at the specified delivery time (of which the seller has given the buyer reasonable notice) unloading facilities and unload the products promptly. Any assistance given by the seller or its sub - contractor in respect of any unloading is entirely at buyer's risk. Failure from the buyer to take prompt delivery shall entitle the seller to recover any and all costs and expenses as a result thereof and either cancel all or part of the sale, or have the products deposited with a third party of its own, choice

If the seller delivers to the buyer a quantity of products less than the quantity ordered by the buyer, the buyer shall not be entitled to reject the products delivered by reason of the shortfall. The seller shall deliver the missing quantities as soon as possible following the buyer's written notification of the shortfall.

In case of delivery EXW, any assistance given by the seller or its sub-contractor in respect of any loading is entirely at buyer's risk. Deliveries which are to be picked up by the client shall not be covered under insurance and no claims for breakages or quality defects due to transport shall be accepted.

15. PACKING, FORWARDING AND FREIGHT CHARGES

In case of destinations within Ahmedabad and nearby cities such as Gandhinagar and Vadodara, packing shall be appropriate for local transportation. For distances beyond a 200 - kilometer radius, wooden crate packing shall be done if deemed appropriate. Charges for wooden packing shall be intimated at the time of making the Proforma Invoice. In case of courier and cargo service, forwarding charges shall be applicable.

16. DETENTION CHARGES FOR FREIGHT

In the event that our vehicles are not unloaded at site on the same day or within 12 hours (whichever is earlier), detention charges shall apply. These charges will be 50 % of the delivery amount. We shall inform you of the expected time of delivery at site in advance to facilitate labour mobilization at your end for timely unloading.

17. SELF-PICKUP DELIVERIES

Deliveries which are to be picked up by the client shall not be covered under insurance and no claims for breakages or quality defects due to transport shall be accepted.

18. APPROVAL AND RECEPTION OF PRODUCTS

The approval and/or reception of the products is presumed to be unconditional if no written or electronic complaint is made to the seller within 24 hours of delivery and confirmed by seller within five working days from the delivery date. The buyer will lose its right to claim for the relevant defect upon any breach of the provisions of clause 1.11 of this annexure.

19. CLAIMS DUE TO BREAKAGES AND REJECTIONS

Any rejection claims arising due to quality deviations need to be intimated within 1 day from receipt of the glass. Breakage/s during transit need to be indicated on our Delivery Challan and should be verified by the driver, failing which the claim will not be entertained.

20. FORCE MAJEURE CHARGES

The delivery times mentioned in the Commercial Terms shall not be applicable in the event of Force Majeure, including but not limited to:

- 1. Act of God(such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- 2. War, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- 3. Rebellion, revolution, insurrection, or military or usurped power, or civil war:
- 4. Contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- 5. Riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors;

6. Acts or threats of terrorism.

21. CANCELLATION OF CONTRACT

If contract is cancelled at any stage, for any reason, customer agrees to pay us a cancellation charge of 10% of contract price or actual costs incurred up to time of cancellation, whichever is higher.

22. JURISDICTION

This contract shall be construed and enforced in accordance with the laws of the Union of India and under the jurisdiction of Ahmedabad courts only.

23 DISPUTE RESOLUTION

In the event the parties (end user and AGNIFORMA PV. LTD) do not agree upon the existence of a defect, the matter shall be referred to a sole arbitrator mutually agreed by both the parties. Such arbitration shall be governed by the Indian Arbitration and Conciliation Act, 1996 and the place of arbitration will be Ahmedabad, India.

E & O.E.

Sign and Approval

Account Name AMTZ Medpolis Square 4554 Pvt Ltd For Agniforma Techcraft Pvt Ltd. Sign

Date

Date