

TERMS & CONDITIONS

Price Basis All USD \$ Basic Prices are Ex-Works USA and does not include any Taxes

Packing, Forwarding Charges & Storage Charges

- Extra @ 7% of Basic Price.
- Once the L/C is opened in the name of our principals located out of USA and all the Terms and Conditions are accepted, then we shall intimate about the actual date of pick-up from the vendors place. If CLIENT fails to pick-up the consignment within 7 days, then Storage Charges as applicable shall be billed to CLIENT.

Transportation / Delivery Charges Arranged by CLIENT or at Actuals

Transit Insurance Arranged by CLIENT or at Actuals

Erection & Commissioning Extra @ 10% of the Basic Prices.

Payment Terms & Method

- 50% advance along with the order
- 45% + Taxes & Duties etc against Proforma Invoice despatch of materials
- 5% balance within 10 days after installation

OR

- Against Irrevocable Letter of Credit opened in our Principals Name

Cheques / Demand Draft / Credit Cards are accepted. Let us know your preference and we can guide you suitably

Delivery Normally all conveyors listed in Green are available for dispatch within 24 Hrs – 1 Week. In addition to the scheduled delivery time add Travel Time via Sea from USA to your destination.

Note: This holds good from the date of receipt of CLIENT's signed contract and down payment

Warranty ASAP warrants the equipment and the work to be free from defects in materials and workmanship under normal use and service and when properly maintained by CLIENT for a period of One Year (12 Months) from date of delivery OR 6000 Hours of use against faulty workmanship & defective material.

ASAP shall not be responsible for normal wear, use of the equipment with corrosive or abrasive chemicals or in a corrosive or abrasive atmosphere, misuse or abuse of the equipment, damage due to loose product, or failure to perform normal maintenance as defined in the maintenance and user manuals. If CLIENT modifies the equipment in any material manner without ASAP's prior written approval and the modification is directly related to a subsequent problem, the warranty will become null and void. ASAP shall, at ASAP's expense, repair or replace any section, or correct any workmanship, which is defective.

INDIA Specific Terms & Conditions

VAT: 12.5% for within Karnataka Sales. Outside Karnataka as applicable
ED: 16% Extra. Cenvatable documents will be provided
Octroi / Entry tax: As Applicable, to the account of CLIENT
Service Tax: Payable on Erection & Commissioning
Cess: 2% on the applicable basic tax amounts
Other: Any other taxes that may become applicable to the supplies shall be to the account of CLIENT in addition to the above
Valuation: For computing taxes, as above, applicable current rules, regulations & their interpretations will be followed as the valuation differs for each of the above taxes.

Tax exemptions

If any supporting documents to be furnished by you before despatch.

Service and Commissioning

Will be done by us or by our authorised agent when required.

Warranty Repairs

For warranty repairs, to & from delivery charges will be payable by CLIENT. Also any required paperwork for the same shall be arranged by CLIENT

AMC

Will be done by us or by our authorised agent if required.

Force Majure Conditions

Bangalore (INDIA) Jurisdiction

**Price Variation
& New Duties /
Taxes**

The costs quoted above are based upon the current prevalent rates of raw materials in the open market, wages & payment to the workers and other incidental costs. Should there be any change in these rates due to government, legal & other factors beyond ASAP's control, then the applicable difference will be added to the costs & payable by CLIENT.

Should there be any unknown, fresh or new imposition of any levy, duty, taxes or similar charge by legally constituted authorities, then the same will be payable extra by CLIENT.

Inspection

If required by CLIENT at the time of trials at works, can be arranged, for which ASAP can give a week's notice. Cost of deputing Inspector will be on CLIENT's account. In case the Inspector does not turn up within 1 week of the inspection call, the materials would be despatched at CLIENT's risk.

**Requirements
at Site (If reqd.)**

- Permission to our erection crew to work outside CLIENT's normal working hours & on holidays.
 - All these periods are subject to standard D.G.S. & D. Force Majeure Clause.
 - Provision of electric power (3 phase/ 1 phase) point of minimum 30 Amp. capacity & compressed air near the erection site on no-charge basis.
 - In case at the site, electric power or compressed air is not available by the time the erection crew reaches OR if there is any other delays at site due to CLIENT, then CLIENT will have to pay extra @ Rs. 5,000/- per day for the days the erection crew is sitting idle. For similar reasons, if the erection crew has to make more than one visit, then the additional traveling expenses also will be charged to CLIENT's account.
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Cancellation

If the project is cancelled after purchase order is placed on ASAP and ASAP has ordered for the equipments, then the full contract amount will be due and payable upon cancellation.

**Work Not
Included**

- Civil work and any other work than those as mentioned in this offer
 - All work relating to the application, negotiation and approval of municipal building permits for proposed systems, if required, is outside the scope of ASAP Automation's mandate.
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Protection of Confidentiality, Persons and Property

ASAP Automation is pledged to confidentiality relating to use at any time of client information.

ASAP shall take all reasonable precautions for the safety of persons and property involved in the work. CLIENT and ASAP shall provide a safe work site that is in accordance with the Occupational Safety and Health Administration. Each party shall indemnify and hold the other party harmless against any claims, demands, damages or delays resulting from enforcement of this law for causes that are not within the control of the indemnified party.

Liability

In no event and under no circumstances will ASAP Automation be liable, whether in contract, in tort or on any other basis than those specified herein, for any damages, whether such damages be direct, indirect, incidental, consequential or any other type of damage and irrespective of whether based on loss of revenue, loss of production, loss of investment, loss of goodwill, loss of profits, interest on investment, interruption of business or any other loss of any character whatsoever and whether sustained by customer or any other person (including without limitation, any employee, agent, invite, client or licensee of client) except only in the case of personal injury where applicable law requires such liability.

In no event and under no circumstances shall the liability of ASAP Automation exceed the amounts billed to and paid for by customer for services rendered pursuant to this agreement.

Changes in Work

Where conditions are encountered at the Project Site that could not have been anticipated by careful examination of the applicable documents and drawings, ASAP Will be paid additional compensation for additional services performed. Where equipment is ordered to meet a specific facility layout which has not been built, if the “as built” facility is different dimensionally than the drawing from which the equipment was ordered, modification to the equipment to meet the “as built” facility Will be considered a change. For changes in the work to be performed by ASAP, the price shall be based on the actual cost of labor and materials. Where revisions involve both additions and deductions to the work, the values for labor and materials added and deducted shall be balanced against each other. Original contract payments Will continue as previously scheduled with change order payments to be scheduled separately.

Prior to system acceptance and full payment of the system, material modifications by CLIENT to the system equipment, hardware, or software without prior written approval by the ASAP project manager Will void the system warranty. Back charges by CLIENT Will not be accepted unless they are approved in writing by the ASAP project manager prior to the work being performed. Any back charges must have a fixed amount or “not to exceed” amount approved by the ASAP project manager prior to CLIENT performing any work. If CLIENT serves in the role as a subcontractor to ASAP for any part of the installation, CLIENT Will meet the same performance requirements as required by ASAP.

Differences

ASAP and CLIENT shall negotiate in good faith to resolve any differences that may arise. All differences must be discussed in a professional and respectful manner. If, in spite of these efforts, the parties are unable to reach a mutually satisfactory settlement, the dispute or claim shall be submitted for Arbitration. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

This document is not a contract or an offer by ASAP, it may be regarded as a general information for interested parties to approach ASAP with an offer or an invitation to offer.