

**Semco Infratech Pvt. Ltd.**

Plot No 38, Patparganj Industrial Area, New Delhi-110092

Phone No.: 011-22152200/011-22153300

GSTIN Number: 07AAJCS7134F1ZA

PAN: AAJCS7134F

Website- <https://www.semcoinfratech.com>Doc Ref.- SSTC/04  
(Issue No. October 2021)

## Standard Terms & Conditions

Price Basis	Prices are on FOR New Delhi Basis. Supply of the equipment shall be as per specifications mentioned in technical specification(s) agreed mutually.
Taxes	GST and other levies shall be applicable and payable Additionally, as per the rates prevailing at the time of invoicing.
Delivery	90-120 days from the date of receipt of commercially clear order and advance payment.
Freight	Freight will be charged extra on actual expenditure basis.
Validity	Our offer is valid for a period of 30 days from date of the offer.
Order To Be Placed On	Semco Infratech Private Limited Plot No. 38, Patparganj Industrial Area, Behind Samara Hyundai Service Centre, Delhi – 110092.
Terms of Payment	50% interest free advance (Plus GST and other levies) along with PO and balance against Performa Invoice prior to dispatch. Any delayed payment shall be liable to be paid with Interest@ 24% p.a. Payment to be released through RTGS/NEFT/IMPS.
Bank Details for Payment	Beneficiary - Semco Infratech Pvt. Ltd. Bank - HDFC Bank Ltd, Account no -01202560005116, IFSC code- HDFC0000120, Branch- GF 01,02,03, Laxmi Deep Building, Laxmi Nagar Dist. Center, Vikas Marg, New Delhi-110092
General	All orders are subject to our acceptance in writing. Offer is subject to no claim for damages incidental and / or consequential. Offer is subject to general terms and conditions of sales. Insurance shall to be purchaser's account and shall be arranged by the purchaser.
Installation & Commissioning instructions	Online installation support will not be chargeable. Manpower services will not be chargeable. Physical Installation is not included in the price quoted for equipment and shall be charged on actual expense basis which includes outstation travel, boarding & lodging & other expenses for the installation of the machine. It will also be applicable on repairs & maintenance or after sales services in warranty which must be paid by client. Once equipment is supplied, the infrastructure required for installation as per guidelines including unloading, shifting, un-boxing, foundation, proper earthing, power cabling, provision for testing, battery charging, pressurized air supply etc. shall be provided by purchaser. Additionally, purchasers shall ensure availability of competent electricians for energizing electrical connections of the equipment. Along with a proper dust free environment, good power quality and the adequate power supply as mentioned in the technical data sheet. On your request, we will depute our representative for supervision of installation & commissioning the equipment.

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Pre- installation work for the testing Machine	<ol style="list-style-type: none"> <li>1. 3-Phase (380-420VAC) Power Supply with 16/32A MCB Board. (MCB rating please confirm from Semco).</li> <li>2. Connect the power supply board (Machine Input supply) to the stabilizer to protect from voltage fluctuations.</li> <li>3. Laptop required for the Software installation: Dual cores, 2.8G/2G DDRIII/500G hard disk, without CD-ROM.</li> <li>4. Machines must be operated in a dust free environment.</li> <li>5. Test environment- <ul style="list-style-type: none"> <li>• Work environment: -10 - 40°C.</li> <li>• Environment humidity: 10%~90%.</li> </ul> </li> </ol>
Manpower Training And Online Support	<ol style="list-style-type: none"> <li>1. The Man-day cost of our representative for providing manpower online training and installing instruction of 10 hours duration is included in the offer. Any additional man-days of training shall be on chargeable basis on mutually agreed terms. If there is a requirement of in-person installation or manpower training then the lodging, boarding and local travel arrangements of our representative shall be borne by the purchaser.</li> <li>2. After sales services shall be provided online / on telephone as required without any charges during warranty period. Any further support would be on chargeable basis.</li> </ol>
Cancellation Policy	<p>In the event of order cancellation by purchaser due to any reason whatsoever, cancellation charges @ 25% of basic order value shall be applicable for all the orders. Plus GST shall be applicable as per law.</p>
Warranty – Exclusions And Limitations	<ol style="list-style-type: none"> <li>1. All warranty claims should reach Semco Infratech Pvt. Ltd. within the applicable Warranty period. The warranty is not transferable and can only be made by, or on behalf of, the original buyer of the Equipment.</li> <li>2. The product warranty only includes the manufacturing defect of the machine and the software issues. Any problem arises due to shorting of the equipment is not covered under the warranty. The buyer is advised to use the machines with proper fixtures and the cables provided along with the machines and use the individual cells as per the testing protocols.</li> <li>3. We shall not be held responsible for failure arising from improper operation or intentional damage. However, we may provide paid services in this case.</li> <li>4. This Limited Product Warranty covers normal use only and shall not be valid if the equipment is found to have been used/ operated not as per the provisions provided in the equipment manual supplied with it. This Limited Product Warranty does not cover damage caused during shipment and any damage caused by actions that are beyond Semco Infratech Pvt. Ltd. control, including without limitation, impacts, fluids, fire, flood, wind, earthquake, lightning or similar disaster, war, epidemic,</li> </ol>

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	<p>riot, insurrection, or material unavailability; unauthorized service, modifications, attachments or peripherals; improper use, environment, installation or inadequate or excessive electrical power surges, or other power irregularities; use of equipment beyond its declared capabilities, improper maintenance; any other misuse, abuse or mishandling of equipment.</p> <p>Our warranty does not cover any of the following circumstances:</p> <ol style="list-style-type: none"><li>1. a) No Warranty Card and/or invoice are available. b) The Warranty Card and/or invoice are obliterated and are not in line with the product code. c) Damage arising from improper use, erroneous operation or unauthorized retrofitting. d) Damage caused due to use of components made by other manufacturers. e) Damage caused by unexpected factors. f) Expiration of the Warranty Period. g) Failure to make full payment as scheduled by the contract.</li><li>2. Test racks, test pencils, clips, wires and various moveable parts are quick-wear parts. The service life of these parts is associated with the way they are operated. Damage to these parts is not deemed as mechanical failure and customers should pay for their replacements.</li><li>3. Vulnerable parts or consumable parts are not under the warranty.</li><li>4. Warranty not valid without servo transformers.</li></ol> <p>Other Warranty Terms:-</p> <ol style="list-style-type: none"><li>1. While Semco Infratech Pvt. Ltd. shall put in all efforts in responding and resolving service calls at the quickest possible duration, there could be delays due to factors beyond Semco Infratech Pvt. Ltd's control. Semco Infratech Pvt. Ltd. shall not be held responsible if in the event any of its service delay is due to reasons beyond its control or authority including, but not limited to, delays from Original Equipment Manufacturers, Customer's representatives, other third party vendors etc.</li><li>2. Any service, repair or replacement not within the scope of warranty coverage shall be subject to Semco Infratech Pvt. Ltd's or its Authorized service partners' rate and terms.</li><li>3. Customer shall be notified in the event Semco Infratech Pvt. Ltd. or its Authorized Service Partner determines that the repairs are not covered by the Warranty. Customer may decide to get the repair done against charges based on the rates and terms of Semco Infratech Pvt. Ltd. or its Authorized Service</li></ol>
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	<p>Partner.</p> <p>4. Repaired or Replaced unit/item is warranted within the residual warranty period of the original item. Warranty shall be void if the seal or serial number or any identity markings on the equipment are defaced and/or tampered with or made illegible. The warranty shall remain applicable/ valid only if the service of the Equipment is carried out by Semco Infratech Pvt. Ltd's authorized service personnel. The warranty on the Equipment is limited to the cost of the faulty item/ component.</p> <p>5. The faulty item replaced with a new item shall be the property of Semco Infratech Pvt. Ltd. which shall be retained by it.</p>
Consequential Damages And Extent Of Liability	<p>1. Under no circumstances Semco Infratech Pvt. Ltd. shall be liable, by virtue of this warranty or otherwise, for any special, indirect, secondary or consequential damages of any nature arising out of any use or inability to use the equipment.</p> <p>2. The maximum liability of the equipment is limited to 10% of the purchase price of the equipment. Semco Infratech Pvt. Ltd. shall not be held liable for any property damage, personal injury, loss of use, interruption of business, equipment downtime, loss of use of related equipment, lost profits or other incidental, punitive or special damages however caused, whether for breach of warranty, contract, tort (including negligence) absolute or strict liability or otherwise.</p>
Force Majeure	<p>Neither party shall be liable to the other for its failure to perform any of its obligations under the conditions agreed upon during any period in which such performance is delayed by circumstances beyond its reasonable control including, but not limited to fire, flood, war, embargo, strike, act of God, natural disasters, epidemics, inability to secure materials and transportation facilities, continued default on the part of suppliers or the intervention of any governmental authority- in each case not otherwise invoking a breach of the agreed terms.</p>
Jurisdiction & Arbitration	<p>1. All disputes are subject to Delhi jurisdiction only.</p> <p>2. All disputes arising out of an order/ contract against the agreed terms &amp; conditions of our offer and your PO shall be referred to sole arbitrator nominated by the Semco Infratech Pvt. Ltd. as per the Arbitration and Conciliation Act, 1996.</p>
Indemnification	<p>Customer shall indemnify Semco Infratech Pvt. Ltd. for any damage as a result of the claims of third parties that pertain to equipment and associated accessories delivered by Semco Infratech Pvt. Ltd., including, but not limited to:</p> <p>1. Claims of third parties or your employees or employees of Semco Infratech Pvt. Ltd. pertaining to damages suffered in the performance of the Agreement that are a result entirely or part of the misfeasance or nonfeasance of Customer or of unsafe</p>

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	<p>conditions in its company.</p> <p>2. Claims of third parties or your employees or employees of Semco Infratech Pvt. Ltd. suffering damages that are the result of a defect in goods delivered by Semco Infratech Pvt. Ltd. Which Customer has used, modified or resold with additions or in connection with the goods of Customer, unless Customer proves that such defect is not a result of the aforesaid use, modification or re-sale.</p>
Intellectual Property Rights	<p>1. Semco Infratech Pvt. Ltd. is entitled to all intellectual property rights related to its goods, by ownership or by license, and nothing under these General Sales Conditions or other documents may be construed as the granting of a license to the Customer under any intellectual property right, directly or indirectly.</p> <p>2. Without the prior written approval of Semco Infratech Pvt. Ltd., the Customer shall not modify or alter the goods or their packaging and shall not add its own trademarks or trade names or make other modifications to Semco Infratech Pvt. Ltd's goods or otherwise infringe or harm Semco Infratech Pvt. Ltd's intellectual property rights.</p>