LAUNMARK GLOBAL LLP



LAUNMARK GLOBAL LLP 13/349-B, Cristal Plaza, Ulavaipp P O Poochackal, Cherthala-Kerala688526 India-+918589013182 launmarkglobal@gmail.com www.launmarkglobal.com PAN NO-AAIFL4122E CIN NO-AAQ-3069 GST NO - 32AAIFL4122E1ZV

Quotation

QUT N0 :EST-000059
QUT Date :25/04/2023
Expiry Date :25/04/2023
Reference# :GL/23-24/059

Place Of Supply : Kerala (32)

Launmark Global LLP

13/349 B, Cristal Plaza

Ulavaipu P O Poochakkal Cherthala Alappuzha 688526 Kerala

Bill To

India

GSTIN: 32AAIFL4122E1ZV

Launmark Global LLP

Ship To

13/349 B, Cristal Plaza

Ulavaipu P O Poochakkal Cherthala Alappuzha 688526 Kerala India

GSTIN: 32AAIFL4122E1ZV

				co	ST	SG	ST	
#	Item & Description	Qty	Rate	%	Amt	%	Amt	Amount
1	LAUNSMART KG WASH PLUS	1.0 NOS	0.00	9%	0.00	9%	0.00	0.00
	A)We will supply following machinery 1) one stack washer Dryer 10.5 Kg Quantum Electric (11027- STACK WASHER DRYER- QUANTUM- ELECTRIC- 10.5KG -SQ-A) 2)One vacuum table 2.5 X 4 with inbuilt boiler cum all steam iron box(11006- VACUUM FINISHING TABLE 2.5X4 WITH INBUILT BOILER CUM ALL STEAM IRON BOX- SRI-A)							
	B)We will supply following accessory 3)One servo stabilizer 10Kw 4)One Pressure pump 1hp 5)One Dosing Pump 6)One instant water supply angle cock							
	C)We will do Pre Installation work 7)Electrical works for the machinery will be provided only inside the shop(as per Machinery standard) 8)Plumbing works for the machinery will be provided only inside the shop (as per machinery standard) 9) We will provide maximum 3 meter hot air ducting work for the machinery							
	D) We will provide following support while installation 10)One day site inspection 11)One day machinery related technical training 12)One day franchise store							

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#	Item & Description	Qty	Rate	%	Amt	% %	Amt	Amount
	related training	Quy	Hete	70	Ailic	70	Ailic	7
	13)One day Consulting							
	14)One day Staff Training							
	(*additional days							
	chargeable) 15)Staff supply as per							
	customer demand (*we can							
	provide labour contractor							
	details labour salary,							
	accommodation, food,							
	traveling expense customer							
	scope only)							
	16)Showroom Service validity up to inauguration							
	day or one year whichever is							
	earlier from the date of							
	payment received.							
	17) Franchise Fees are not							
	collected from customer. 18)Shop login ID and							
	password, we can share one							
	year as free of cost after							
	one year it is chargeable as							
	per company described							
	price(Terms & conditions apply)							
	арруу 19)Customer booking dash							
	board we will share one							
	year free of cost after one							
	year it is chargeable as per							
	company described price							
	(Terms & conditions apply) 20)First One year Virtual							
	assistant available during							
	the working hours as free of							
	cost after one year it is							
	chargeable as per company described price(Terms &							
	conditions apply)							
	21)First One year Key							
	account manager supports							
	available as online as free of							
	cost after one year it is							
	chargeable as per company described price(Terms &							
	conditions apply)							
	22) First one year, Industry							
	related updates will be							
	shared with customer for							
	free of cost after one year it is chargeable as per							
	company described price							
	(Terms & conditions apply)							
	23) First one year, Monthly							
	online audit as free of cost,							
	after one year it is chargeable as per company							
	described price(Terms &							
	conditions apply)							
	24)Every 11 months							
	customer need to renew the							
	shop login as per company terms and conditions							
	charges may apply as per							
	company terms & conditions							
	25) We are not collecting							
	royalty from the customer							
	during the one year period							
	26) Online booking through www.launsmart.com is							
	available with terms &							
	conditions as per company							
	standard							
	27)Mandatory Online							
	business target is Rs 25000 monthly or Rs 300000 yearly							
	monthly of N3 300000 yearty							

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#	Item & Description	Qty	Rate	%	Amt	%	Amt	Amount
	is applicable 28) As per company terms and conditions if shop owner is not achieving the online business target, then yearly basis renewal charge is applicable as per terms & conditions of the company 29) Shop renewal charge is limited as 15% of the yearly online target 30) If shop owner is not achieving the yearly target they need to pay difference of the target amount for renewal after one year. 31) Log in/Store renewal charge is 45000/- yearly. First year it is free later it is chargeable as per company terms & conditions charges may apply 32) If Social Media Marketing is required for the store it is possible subjected to the terms & conditions of the company, monthly social media campaign cost is Rs 5000 as advance payment. If customer pays Rs 5000 for basic social media campaign, we can promote the store code through our company social media page through Facebook or Instagram only							
2	11027- STACK WASHER DRYER- QUANTUM- ELECTRIC- 10.5KG -SQ-A Model – 11027- STEWYAJP303NN22 Control – Quantum Electronic Control Location -Front Actuation -Prep For Card Drum Capacity Kg – 10.5 Cylinder Volume l -198 Drum Speed G-Force -440 Extraction RPM -1200 Motor Motor Power KW -0.25 Cabinet Cylinder Finish -Stainless Colour - Stainless Door Type (Solid/Window) - Solid Heating Heating Source -Electric Heating Power -4800W Connections Electrical Requirements -220-240/50/1 (W) 220-240 /50/1 (D) Exhaust Outlet Diameter (mm) -102 Exhaust Air Flow (l/sec) -NA Water Inlet -3/4" Water Pressure Bar -1.4-8.3 Pump Drain (mm) -47 Operation Cycles -5 Water Temperature -3	1.0 NOS	4,10,000	9%	36,900.00	9%	36,900.00	4,10,000.00

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#	Item & Description	Qty	Rate	%	Amt	%	Amt	Amount
	Water Consumption per cycle litres -51.78 Cycle Indicator lights -Yes Power Electrical Requirements (V /Hz/Phase) -220-240/50/1 Transport Data Net Weight Kg -175 Shipping Weight Kg- 189 Dimensions HxWxD mm -1986x683x704 Packing Dimensions HxWxD mm-2032x864x762 Volume m3 -1.34							
3	11006- VACUUM FINISHING TABLE 2.5X4 WITH INBUILT BOILER CUM ALL STEAM IRON BOX-SRI-A 11006- VACUUM FINISHING TABLE 2.5X4 WITH INBUILT BOILER CUM ALL STEAM IRON BOX-SRI-A 2.5X 4 Vacuum Finishing Table Table width - 760 Table Length-1210 Table Weight 89 Motor Capacity - 0.75 HP Motor RPM - 1200 Boiler 10L with steam iron box Capacity -10 Ltr Voltage 220/50/1 Heater 2000 W Iron Box -2128 Iron Iron Box Heater- 900W	1.0 NOS	98,000.0	9%	8,820.00	9%	8,820.00	98,000.00
4	KG WASHPLUS:-Accessories (Stabiliser, Pressure Pump, Dosing Pup, Angle Cock)) One Stabilizer 10KV One Pressure Pump 0.5Hp One Dosing Pump One Instant Water Supply Angle Cock	1.0 NOS	95,000.0	9%	8,550.00	9%	8,550.00	95,000.00
5	KG WASH PLUS :-Materials (Electrical, Plumbing, Ducting Work For the machinery within the 200 SQFT Room) Electrical Materials Plumbing Materials Ducting materials	1.0 NOS	47,000.0	9%	4,230.00	9%	4,230.00	47,000.00
6	KG WASH PLUS:- Labour Charge (Electrical, Plumbing, Ducting Work For the machinery within the 200SQFT Room) Labour Charge Electrical Labour Charge Plumbing Labour Charge Ducting Work	1.0 NOS	45,000.0	9%	4,050.00	9%	4,050.00	45,000.00
7	KG WASH PLUS:- Transportation Charge Transportation Charge up to the Location	1.0	20,000.0	9%	1,800.00	9%	1,800.00	20,000.00
8	One Time Consulting Service Charge,Site Inspection,Technical Training,Store Training,Staff Training,Fabric & IT Training One time detailed consulting service for entire	1.0 NOS	75,000.0	9%	6,750.00	9%	6,750.00	75,000.00

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#	Item & Description	Qty	Rate	%	Amt	%	Amt	Amount
	the laundry business One day site inspection provided by experienced engineer One day technical and mechanical training for the machinery One day store related training One day staff training One day fabric related service training One day software & IT peripheral related training All above training available up to inaugural day		1.00.000	00/	0.000.00	00%	0.000.00	1.00.000.00
9	KG WASH PLUS SHOW ROOM INTEGRATION CHARGE Over all virtual supervision for the showroom up to the inauguration Assistance for showroom, counter,Name Board, Interior Set up,Electrical and Plumbing connection set up, drainage facility management guidelines	1.0 NOS	1,00,000	9%	9,000.00	9%	9,000.00	1,00,000.00
1 0	Online Software, Web Service Integration Charge, Server Cost, One Time Store Assistance, SMS Gateway Support, First Year Store Software Online Software (One Year) Web Service Integration Charge(One Year) Server Cost(One Year) Store Assistance (One Year) Store Assistance (One Year) SMS Gateway of (Launsmart) SMS- One Rs per sms (Shop owner need to pay sms amount every three months basis) Above All Services First year free after one year 45000/yearly(Terms & conditions apply) Note: Franchise is expired /cancelled/not renewed /terminated if franchise people require these above services 90,000/- yearly need to pay extra at actual subject to the terms & conditions	1.0 NOS	0.00	9%	0.00	9%	0.00	0.00
То	ms in Total 10.0 tal In Words dian Rupee Ten Lakh Fifty Thousand Only	,				Sub T CGST9 SGST9 Adjustn T	(9%) (9%) nent	8,90,000.00 80,100.00 80,100.00 (-) 200.00 ₹10,50,000.00
1) : cha 2) : fro 3) : wa 4) : the	her Note:- Site service is not applicable under warrant argeable (* This Terms Only For dealer) Onsite service charge is applicable accordin om the head office at kerala (* This Terms O Boiler, Table, Iron box onsite service is not a irranty period also (*This terms for everyor Any complaint related Boiler, Table, Steam I a parcel to our head office at poochackal, K d resend the materials through parcel servi ckage, Spare parts as per replacement term	ng the wo nly For d available ne) ron box c erala and ce. (Serv	rk and dista ealer) during the customer ca we can repa ice as per se	nce n send air rvice		Team Launma	rk Global LLP	

scope only) (*This terms for everyone)

- 5) Advance Payment to be made: Full payment (100%) in advance
- 6) Transportation and delivery charges: Extra at actual from Delhi, Punchab.Kerala
- &) Wooden Packing: Extra at actual
- 7) Transit Insurance: Extra at actual
- 8) Additional charges including for installation & commissioning etc (if applicable): Extra at actual
- 9) Product Delivery Period: Within 45 days from the date of 100% payment
- 10) Warehouse where Product(s) may be inspected during the Product Delivery Period: Punjab Or Noida Factory
- 11) Machinery supplying as dealer price (* This Terms Only For dealer)
- 12) One year spare warranty only applicable against any manufacturing defect
- 13) Onsite service support not available for dealer price ad If customer required charge may apply
- 14) Installation charge extra at actual as per machinery
- 15) Transportation charge extra is applicable (Transportation charge from our Ludhiana, Punjab or Kerala Factory)
- 16) Site service charge is applicable during the warranty period also otherwise customer required valid site service package
- 17) Service charge is vary as per the machinery and location during the warranty period also * Terms and condition apply
- 18) Online service support is not applicable for dealer price (* This Terms Only For dealer)
- 19) Spare parts replacement is not applicable and service against receiving of damaged parts during the warranty period at our head

"The QUOTATION given above for the Product(s) and the sale and delivery of the Product(s) is subject to the terms and conditions for sale printed at the reverse side of the Quotation/Invoice accepted by you while placing the Order. The said terms and conditions shall also be deemed part of this retainer invoice and you are bound by the said terms and conditions."

Terms & Conditions

Product(s) and/or its spare parts mentioned above are being imported and hence, terms applicable to imported Product(s) are applicable

The Purchase Price indicated is special price applicable to Dealers. Hence, terms applicable to Dealers are applicable to the Buyer

The quotation/Invoice given above for the Product(s) and the sale and delivery of the Product(s) is subject to the terms and conditions for sale printed at the reverse side of this quotation/Invoice. The said terms and conditions form a part of the quotation/Invoice. Kindly go through the same carefully and thoroughly. By accepting the quote/Invoice and ordering the Product, you shall be bound by the said terms and conditions.

Launmark Global LLP Bank Details Bank: AXIS Bank, Cherthala Branch, Kerala; A/c no.: 919020075441727; A /c Name:LAUNMARK GLOBAL LLP, IFSC: - UTIB0002041. Please refer our Terms and Condition Annexure carefully.



STANDARD TERMS AND CONDITIONS FOR SALE OF PRODUCTS

These terms and conditions (hereinafter referred to as "**Terms**") govern the sale of Products of LAUNMARK GLOBAL LLP, having its registered office at 13/349B, Cristal Plaza Ulavaipu P O, Poochackal, Cherthala, Kerala, 688526, India (hereinafter referred to as "**GLOBAL**").In case of any inconsistency with any order, letter, e-mail, catalogue, advertisement, price list or any other communication between the Buyer and GLOBAL (including its employees or agents), whatever may be their respective dates, the provisions of these Terms shall prevail unless expressly varied in writing and signed by an authorised representative of GLOBAL. The Buyer acknowledges and agrees that it has read and understood these Terms. If Buyer places an Order or accepts these Terms in writing or makes any payment to GLOBAL which are consistent with performance of these Terms and/or Quotation (as defined below), the Buyer shall be deemed to have accepted these Terms in their entirety without modification and these Terms shall thereby constitute a legal agreement between GLOBAL and the Buyer.

A. DEFINITIONS

- 1. **Advance Payment** shall mean 100% of the Purchase Price that the Buyer is required to pay GLOBAL when placing the Order on GLOBAL.
- 2. Buyer shall mean any person who buys the Products from GLOBAL and shall include Customers and/or Dealers.
- 3. **Cancellation Charge** shall be the charge that is payable by the Buyer for cancelling an Order after it is placed and shall be the sum of 25% of the Purchase Price (40% of the Purchase Price if the Product or any part thereof is imported from outside India), transportation charges of the Product (s) or its parts to the Warehouse and other expenditures incurred by GLOBAL.
- 4. **Customer** shall mean any Buyer who is not a Dealer.
- 5. **Dealer** shall mean any Buyer who buys the Product(s) for onward sale to other Customers or Buyer who purchases Product(s) at the Purchase Price applicable to Dealers.
- 6. **Order** shall mean the order for the purchase of the Product placed by the Buyer with GLOBAL as per these Terms by signing the Quotation.
- 7. **Products** shall mean any and all laundry, dry cleaning or ironing machines or parts thereof manufactured or distributed by GLOBAL.
- 8. **Product Delivery Period** shall mean the time within which the Product shall be delivered from the date on which the Advance Payment is paid to GLOBAL.
- 9. **Purchase Price** shall mean the total price of the Products agreed to be paid by the Buyer as per the final Quotation shared by GLOBAL.
- 10. **Quotation** shall mean the details of the Products, its Purchase Price and other details issued by GLOBAL specifically to the Buyer as detailed under clause B.1.
- 11. **Service Charges** shall mean charges to be paid by the Buyer to GLOBAL for providing on-site service of the Product(s) which shall include the travelling and accommodation expenses of the agent/employee of GLOBAL.
- 12. Warranty Period shall mean a period of 12 months from the date of delivery of the Product to the Buyer by GLOBAL.
- 13. **Warehouse** shall mean any of the warehouses of GLOBALin India where Products and/or its spare parts are manufactured and/or stored...

B. QUOTATION AND PAYMENT TERMS

1. Quotation. GLOBAL issues a Quotation (as appearing on page 1 of these Terms) to the Buyer after thorough analysis of Buyer's requirement, site visits and discussions. Quotation shall include: (i) details of the Buyer; (ii) the details of the Product(s) the Buyer intends to buy from GLOBAL; (iii) the Purchase Price of the said Product(s) (iv) the Advance Payment amount; (v) transportation and delivery charges for delivery of the Product(s) to the Buyer(vi) additional charges (if applicable) for installation, commissioning etc;and (vii) the time period within which the Product(s) are ready for dispatch and may be inspected by the Buyer at the Warehouse. The Quotation shall be specific to each Buyer and shall not be relied upon by any other person other than the Buyer specifically mentioned in the Quotation. Upon receipt of the Quotation, the Buyer shall place the Order and make the Advance Payment for the Product(s) within 30 days from the date of Quotation, failing which the Quotation (including the Purchase Price quoted therein) shall lapse. The Advance Payment may be paid in instalments at the sole discretion of GLOBAL. The Buyer understands and acknowledges that GLOBAL incurs expenditure in issuing the Quotation as per the specific requirements of the Buyer.

2. Payment Terms:

- i. The Purchase Price shall be exclusive of transportation and delivery charges and charges for installation or commissioning of the Product(s), utility connections like civil, electrical, plumbing or ducting works, unloading of the Product(s) at the Buyer's premises, inland/local/import transport charges or insurance charges. For availing any of these additional services from GLOBAL, additional charges over and above Purchase Price shall be applicable.
- ii. The Buyer shall make the Advance Payment to the following bank account of

GLOBAL upon placing the Order: Bank: AXIS Bank, Cherthala Branch, Kerala; A/c no.: 919020075441727; A/c Name: LAUNMARK GLOBAL LLP, IFSC: - UTIB0002041

- iii. The Buyer shall inspect the Product(s) at the Warehouse when the Product(s) reaches the Warehouse as per the Product Delivery Period mentioned in the Quotation. Upon inspection, the remaining any % of the Purchase Price shall be paid to GLOBAL by the Buyer against the proforma invoice raised by GLOBAL to its bank account mentioned in clause B (2) (ii). Only upon payment of remaining Purchase Price shall the Product(s) be delivered from the Warehouse to the Buyer's premises.
- iv. It is hereby agreed and confirmed by the Buyer that in the event Buyer cancels the Order, Cancellation Charge shall be paid by the Buyer to GLOBAL. Buyer acknowledges and understands that the Cancellation Charge is being charged on account of the expenses incurred by GLOBAL in connection with the Buyer having placed the Order including but not limited to the expenses incurred for analysing the Buyer's requirements before issuing the Quotation. Cancellation charges shall be deducted by GLOBAL from the Advance Payment made by the Buyer. In the event, Advance Payment was not made in full and/or GLOBAL is not able to recover the full amount of the Cancellation Charge from the Advance Payment, Buyer shall be liable to pay GLOBAL the remaining amount of the Cancellation Charge and GLOBAL reserves the right to pursue such recourse as available to in law or equity to recover the same.
- v. Product(s) once delivered to the Buyer's premises shall not be returned. The Buyer agrees and confirms that if the Buyer cancels the Order after the Product reaches the Buyer's premises, the Purchase Price shall not be refunded. However, GLOBAL may, in its sole discretion refund 75% of the Purchase Price in the event the cancelled Product(s) is bought by another Buyer.
- vi. The Purchase Price provided to the Dealer is the price of the Product(s) applicable to Dealers only and not for Customers and the same shall be specified in the Quotation.
- vii. In case of imported Product(s) or where part(s) in the Product(s) are imported the Purchase Price shall be subjected to change depending upon the exchange rate and other applicable duties and taxes which shall be paid by the Buyer at the time of delivery of the Product(s).

C. WARRANTY

All Products are sold with the benefit and subject to the conditions of the warranty as follows:

- 1. Warranty for Products will only be available within the Warranty Period and provided complaints are received from the Buyer and registered within the said period by GLOBAL.
- 2. The warranty covers only manufacturing defects in material and workmanship that may arise despite normal operation and usage of the appliance, as prescribed in the brochure provided to the Buyer.
- 3. The warranty is not applicable to defects caused by misuse, neglect in usage or maintenance, accidents, exposure to extreme temperatures, excessive impact or transport damages.
- 4. The warranty for the Product(s) shall become null and void in the event installation, commission or any service is done to the Products(s) by any person other than employee/agent of GLOBAL.
- 5. The warranty for Products is limited to manufacturing defects which the Buyer is able to establish to the reasonable satisfaction of GLOBAL within the Warranty Period.
- 6. Service requests of Buyers shall not be registered or serviced by GLOBAL unless Buyer registers the service request by calling our customer care no. +919539000990, for GLOBAL
- 7. Repairs of Product(s) or replacements of spare parts would be purely at the discretion of GLOBAL only. GLOBAL's obligation under this warranty shall be limited to repair and providing replacement of defective parts only. It is hereby clarified that after the Warranty Period or for services rendered which are outside the scope of warranty as indicated in these Terms, Service Charges will be applicable for all on-site visits and the same shall be borne by the Buyer.
- 8. Spare parts which had manufacturing defect shall be replaced by GLOBAL. However, Buyer shall pay the duties and taxes as applicable to imported spare parts.
- 9. In certain cases GLOBAL may send spare parts to the Buyer (whether within warranty or otherwise) based on the serial no. communicated to GLOBAL by the Buyer. In the event the serial no. was found to be incorrect, the Buyer shall be liable to pay for the charges incurred on the spare part already ordered and/or sent to the Buyer without any risk to or responsibility of GLOBAL.

10. For Customers:

- i. The Customers shall be provided on-site warranty for the Product(s).
- ii. During the Warranty Period, Service Charge shall not be applicable to the Customers, provided the Product(s) has a manufacturing defect as assessed by GLOBAL. In the event, the agent/employee of GLOBAL, upon site visit assess the defect (in his sole discretion) not to be a manufacturing defect, Service Charge would be applicable upon the prevailing rates of GLOBAL and the Customer shall pay the same to GLOBAL. The Customer agrees and understands that any further service of the Product(s) shall be done by GLOBAL only upon payment of Service Charge accrued.
- iii. Warranty is not applicable for daily consumables in the Product(s) like washer, cap, gland, hose, tube, burner, plastic consumables etc.

11. ForDealers:

Dealers shall have warranty only for the spare parts in the Product(s) and for manufacturing defects in the Product within
the Warranty Period and shall not be available at the Dealer's premises, i.e. on-site warranty is not available to Dealers.
GLOBAL may assist the Dealers through telephone or video calls during Warranty Period for minor issues with respect
to the Product(s) like leakage, loose belt or wire etc.

- ii. For any service related to the spare parts, Dealer shall courier the defective part to our Warehouse at Alappuzha. Once GLOBAL ascertains, in its sole discretion, that there is manufacturing defect of the spare part, it shall send another spare part or repaired spare part to Dealer's address. In the event, GLOBALis of the assessment that the spare part does not have any manufacturing defect, the Dealer shall be charged for the service, repair or replacement.
- iii. In the event Dealer requires on-site service of GLOBAL for the Product(s) bought by the Dealer, Dealer shall pay Service Charges to GLOBAL.
 - iv. It is hereby clarified that warranty for Product(s) sold to Customers by a Dealer will be available only till the expiry of the Warranty Period, irrespective of when the Product is sold/delivered to the Customer. In the event the Dealer sells the Product(s) or its spare parts after the Warranty Period, GLOBAL shall have no obligation to provide

warranty to such Product(s) or spare parts sold to the Customers by the Dealer.

D. REPRESENTATIONS AND WARRANTIES OF BUYER

The Buyer represents and confirms that:

- 1. the Quotation of the Product(s) was issued to the Buyer by GLOBAL after providing site visit to the Buyer, detailed explanation and training provided with respect to the Product(s) and after addressing all queries and concerns of the Buyer.
- 2. It shall be solely responsible for satisfying itself that the Product(s) on which any information or recommendation(s) made by GLOBAL is based, is correct and that the Order is placed after being satisfied with the Buyer's independent verification of the Product(s) in the Quotation.
- 3. It shall pay to GLOBAL Cancellation Charge as per the Terms in the event of cancellation of any Order.

E. INDEMNITY AND LIMITATION OF LIABILITY FOR PRODUCTS

- 1. The Buyer shall be liable for and shall indemnify GLOBAL against any and all expenses, loss or liability suffered by a third party or in a third party proceeding arising as a result of or in connection with any act, omission, negligence, and /or breach of these Terms by the Buyer or otherwise through the default of the Buyer.
- 2. GLOBAL shall have no liability, including for the loss of tangible or intangible property in respect of any Product(s) or defects thereof arising out of the act(s), omission(s), commission(s), negligence or default of Buyer, its employees, servants, and/ or agents including in particular but without prejudice to the generality of the foregoing, any failure by the Buyer to comply with any recommendations/instructions of GLOBAL as to the use of the Product(s) or other misuse of the Product(s) or accident or wear and tear of the Product(s).
- 3. All implied conditions and warranties are hereby excluded.
- 4. GLOBAL shall not be liable for any indirect, special or consequential losses (including, but not limited to loss of profit, revenue or other economic loss), costs, claims, liabilities or expenses of any nature whatsoever, whether arising out of any tortious act or omission or of any breach of these Terms or statutory duty or duty of care or any misrepresentation or of any other causes whether or not known to GLOBAL. The aggregate liability of GLOBAL (whether in contract, tort, negligence or breach of statutory duty or otherwise) to the Buyer for any direct loss or damage shall be limited to the Purchase Price paid by the Buyer or part thereof.

F. TRANSIT RISK

- 1. From the date of payment of Purchase Price to GLOBAL the title to and risk in the Product(s) shall pass to the Buyer who shall be solely responsible for their custody and maintenance.
- 2. Any damage caused to the Product(s) while in transit from the Warehouse to the Buyer's premises shall be to the account of the Buyer.
- 3. The Buyer shall arrange for the transport of the Product(s) from the Warehouse to the Buyer's premises or may request GLOBAL to arrange for delivery. GLOBAL, may, at its sole discretion, agree to arrange for a transporter to deliver the Product(s) at the sole risk and responsibility of the Buyer.

G. MISCELLANEOUS CLAUSES

- 1. GLOBAL shall not in any way be affected, nor shall GLOBAL be held liable for any failure or delay in the delivery of Product(s) or performance of any undertaking as per these Terms if such failure or delay is due to any cause or causes beyond its control, including but not limited to fire, flood, damage by the elements, perils of the sea or air, accident, act of God, strike, lockout, or other labour disorder, act of foreign or domestic de jure or de facto government, whether by law, order, legislative decree, rule, regulation or otherwise, revolution, civil disturbance, breach of peace, declared or undeclared war, act of interference or action by civil or military authorities or due to any other cause beyond the control of GLOBAL.
- 2. All intellectual property rights in the Product(s) including the design thereof, patents, copyrights, logos, trade name, trademark associated therewith shall belong solely, exclusively and perpetually to GLOBAL [and/or the manufacturer GLOBAL purchases the Product(s) from] and GLOBAL reserves the right to the use of the said intellectual property. The Buyer may not use, or permit the use of, the logos, trade name or trademarks or any similar marks or use, copy or permit to be copied or reverse engineer any of the other intellectual property associated the Product(s) except strictly in accordance with these Terms, without the prior written permission of GLOBAL.
- 3. The rights and obligations pursuant to these Terms are governed by, and shall be construed in accordance with, the laws of India and courts in Alappuzha, Kerala shall have exclusive jurisdiction in relation to all disputes arising from these Terms.
- 4. All notices shall be issued to GLOBAL at the address mentioned in these Terms and to the Buyer at its address mentioned in the Quotation.

For delivery, account, Payment etc., please contact +919539000990	5.	WE VALUE YOUR BUSINESS! For all Queries relating to re-ordering the machinery product related doubts ple contact GLOBAL+919539000990.
		For delivery, account, Payment etc., please contact +919539000990