

Service Warranty

Reference Number [**Semolina/PO/73-74/000047**]

The warranty is issued to (the "Client"):

"Client"	SEMOLINA KITCHENS PVT LTD
"Project"	Third Wave Coffee at AHM Int. Airport LTD, Hansol, Ahmedabad, Gujarat

The warranty is issued by:

"Supplier"	Inventech Solutions
"Specialist Contractor"	Inventech Solutions
"Covered Services"	Waterproofing In this guaranty period if any seepage / leakage are observed in our coated area/ treated area, we will repair it in free of cost.
"Products"	As mentioned in the PO referenced as above
"Warranty Period"	Means a period of 10 years from the Commencement Date such period to be determined in accordance with the Gregorian Calendar;
"Commencement Date"	24-01-2024
"Special Exclusions"	Concrete wall/ slab should not be damaged while carrying any activity or while doing structural change. Please Consult us before doing any change / activity.

NOW THEREFORE IN CONSIDERATION of the mutual covenants and conditions herein contained, **THE PARTIES HERETO AGREE AS FOLLOWS:**

Signed for and on behalf of

Sandeep Suryawanshi



Signature

Name

SCHEDULE 1

1. WARRANTY

- 1.1 The Supplier warranty, subject to the conditions and exclusions contained herein, that:
- (a) Upon delivery the Products will be free from defects;
 - (b) The Covered Services will be free from material defects in workmanship; and
 - (c) When properly installed and maintained the Products will perform for the Warranty Period in accordance with the product data sheets published by the Supplier from time to time.
- 1.2 This warranty is limited to the components of the Products and not to the workmanship of any application or installation unless and to the extent they are specified to be Covered Services.
- 1.3 To the maximum extent permissible by law, the warranty and any remedies set out herein are exclusive and in lieu of all other warranties, remedies and conditions (whether written or oral) express, implied or statutory, including without limitation any implied warranties whether of merchantability or of fitness for a particular purpose or otherwise.

2. WARRANTY CONDITIONS

- 2.1 The validity of this warranty only relates to valid claims received by the Supplier within the Warranty Period and is subject to the following:
- a) The structure, substrate and/or surface shall be sound and prepared properly for installation and the Products shall be transported, stored, handled, applied and cured in accordance with the instructions of the Supplier;
 - b) In respect of Product defects, the application or instalment of the Products shall be performed by either: (1) a Specialist Contractor appointed by the Supplier and such application or installation to be specified as Covered Services; or (2) a Specialist Contractor appointed by the Client and such application and instalment shall be completed in accordance with clause 2.3 hereof; and
 - c) Where the Product is specified to require routine or preventative maintenance and inspection the Client shall maintain and inspect the Product in accordance with the Suppliers instructions.
- 2.2 This warranty shall not apply to any malfunction, failure or defect of the Products or the Covered Services caused or contributed to by:
- a) Any maintenance, repairs or penetration made to the Products or the surface on which they are applied subsequent to installation without the prior knowledge and prior written approval of the Supplier;
 - b) Natural or man-made disasters including, but not limited to severe storms, gales, hail, flood, lightning, tornado's, earthquakes, earth-tremors, fires, wilful damage, vandalism and or malicious mischief;
 - c) Any latent defect in the structure or surface on which the Products are installed or applied including without limitation structural movement, settlement, cracking, deflection and or due to
changes in use of the structure or surface where such change in use may have an affect on the Products or the Covered Services;
 - d) Placement, erection and or construction of any installation on against or through the Products after the application of the Products was completed;
 - e) Abnormal use and wear & tear or exposure during all or part of the in service life;

- f) Abuse of the Products or Covered Services including any physical or chemical attack or damage, using the Product outside the published performance criteria or due to improper concealment or mixing;
- g) Any Special Exclusion.

3. WARRANTY CLAIMS PROCEDURE

- 3.1 Immediately upon being made aware of any potential failure, defect or malfunction in the Products or the Covered Services the Client shall give the Supplier and the Specialist Contractor written notification of the defect quoting this warranty reference number and any other relevant information of the cause or nature of the defect it is aware of.
- 3.2 The Client shall and make arrangements for representatives of Supplier to inspect the affected Products and/or Covered Services and the Client shall be responsible for providing access and clearing the vicinity surrounding the affected Products to allow inspection of the alleged defects and to enable the Supplier to determine whether the failure, malfunction or defect is covered by this warranty or due to external or not warranted factors. This may include onsite inspections, testing and analysis.
- 3.3 If the defect is covered by this warranty, the Supplier will submit a full schedule of works to the Client for any warranted replacement Products and/or repairs and the Supplier shall determine the appropriate course of action to be taken to remedy the defect or failure which shall always be subject to section 4 of this warranty.

4. WARRANTY REMEDIES

- 4.1 The obligations and liability of the Supplier arising out of or in connection with the Products and/or the Covered Services shall, subject to clause 5 below, be limited to the timely replacement and reinstallation of the defective Products. Such replacement and reinstallation of the Products shall be limited only to those areas of the Project where a warranted defect has occurred.
- 4.2 The cost for removal and subsequent replacement of any materials which covers or otherwise conceals the Products is excluded from this warranty.

5. LIABILITY

- 5.1 Except as set out herein and to the maximum extent permissible at law, the Supplier under no circumstance accepts any liability for loss, costs or damage whether direct, consequential, indirect special or otherwise including without limitation any liability, cost or damage for loss of profit or revenue or loss of opportunity and it is expressly agreed that the entire liability of the Supplier for all loss, costs, damages or expenses arising out breach of this warranty shall be limited to the replacement and reinstallation of any defective Products as set out in clause 4 hereof, and if that is not possible (regardless of the cause) the said liability shall be limited to the sum of payments received by the Supplier for the Products and/or Covered Services (where applicable).
- 5.2 Nothing in this Agreement shall exclude or in any way limit either party's liability for fraud or any other liability to the extent the same may not be excluded or limited as a matter of law.
- 5.3 The Supplier will not be liable for any delays in completion of warranty repair works resulting directly or indirectly from any delay by the Client to provide access for inspection and assessment of any defect or for any cause beyond the Supplier's reasonable control, including, but not limited to, wars, industrial dispute, riot, malicious damage, fire, storm, flood, act of God, accident, non-availability or shortage of material or labour, failure by any subcontractor or supplier to perform, failure of production equipment, any statute, rule, order, regulation, resolution or supervening illegality made or issued by any concerned government or quasi-government department or authority

6 ASSIGNMENT

- 6.1 This warranty is personal to the Client and shall not be assigned in whole or in part to any other person without the prior written consent of the Supplier, such consent to be at the Supplier's sole discretion.

7 GOVERNING LAW AND DISPUTES

- 7.1 Any dispute arising out of or in connection with this warranty shall be finally settled by arbitration held in Pune. The arbitration proceedings and award shall be conducted and documented in the English language. The arbitral award shall address costs and expenses of arbitration and all matters related thereto, including the allocation of such costs and expenses between the Parties. The award of the arbitrator shall be final and binding upon the Parties.

8 ENTIRE AGREEMENT

- 8.1 This warranty comprises the entire warranty granted for the Products and the Covered Services and no oral or written representations made by any agents or employees of the Supplier shall be binding on the Supplier unless specifically and expressly incorporated herein.
- 8.2 No document varying and or extending this warranty will be binding on the Supplier unless it is agreed and is in writing and is signed by an authorized representative of the Supplier and is attached to this warranty and specifies this warranty by its reference number.