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Quotation

Quotation date : 9 January 2024 Handled by : Manoj Kulkarni

Quotation no. : Q2024-00029 E-mail : manoj.kulkarni@sss-india.in

Client :

Your reference : Budweiser Bar, Delhi T1

Qty	Position	Model	Dimension (LxDxH)	Amount
1	1	V-JET STREAM-A-90-UV	2700 X 1350 X 600 mm	INR 1225835
1	2.a	V-ADV	990 X 990 X 600 mm	INR 91080
1	2.b	V-ADV	990 X 990 X 600 mm	INR 91080
1	2.c	V-ADV	990 X 990 X 600 mm	INR 91080
1	3.a	V-JET STREAM-A-90-UV	2100 X 1350 X 600 mm	INR 973965
1	3.b	V-JET STREAM-A-90-UV	2100 X 1350 X 600 mm	INR 973965
1		Packing & Handling(Light export packing suitable for a FCL shipment. Excluding Wooden export crate)		INR 55200

Southern Stainless Steel Fabrication India Pvt. Ltd. 8, Industrial Compound , C/o. Shreno Ltd. Alembic Glass Factory Compound Opp. Kadugodi Police Station Kadugodi (Post), Bangalore – 560 066

PAN No.: AAPCS9854A IEC Code No.: 0711017387 CIN No.:U28113KA2011FTC059246 GSTIN: 29AAPCS9854A1ZT Regd. Office: #31, Third Floor 1st Main Road Domlur Layout Bangalore - 560 071 Karnataka, INDIA Tel. + 91 80 43406005

Tel. Factory: +91 80 28454582 Email: info@sss-india.in Website: www.sss-india.in

INR 3502205

Total



Qty	Position	Model	Dimension (LxDxH)
1	1	V-JET STREAM-A-90-UV	2700 X 1350 X 600 mm
		Light: V-Clix	

Jet Stream

The VIANEN Jet Stream canopy features a double skin design which allows air to be delivered through slots arranged along the inner front face and if required inner sides of the canopy to effectively and efficiently contain the thermal plume and direct it towards the grease filters. SUPPLY AIR - Jet Stream air is taken from the ceiling void or ducted from the main kitchen or dining room area to factory fitted spigots on the canopy roof, the air passes into the insulated supply air plenum and out through a series of slots into the main canopy envelope. The air is delivered from these slots at a maximum velocity of 4 m/s and at a rate of 40 m3/h per linear meter, which represents less than 10% of the total extract airflow rate. This ensures a positive capture and containment of the thermal plume generated by the cooking process. Air is also available to be discharged through the spot coolers located on the underside of the front lip of the canopy for personal comfort of the cooking staff. The canopy is constructed from high quality thick stainless steel (SS304, grit 320, 1 to 1,2 mm thickness). All joints are fully welded.

Α

The hood is for use over equipment in a wall mounted arrangement.

90

Supply air to the area is discharged through the perforated front face of the canopy to ensure the ventilation system of the kitchen is correctly balanced. Tempered supply air is ducted (by others) to the factory fitted spigots on the top of the canopy where it passes through the insulated plenum.

UV

The Vianen UV-C system can be used in any Vianen canopy or ceiling system and is suitable for all types of cooking equipment especially those that create high grease loads. The UV-C system generates ozone which breaks down grease particles reducing the build-up of grease deposits in the ductwork also helps to reduce some cooking odours that would otherwise be released into the surrounding area at the kitchen extract discharge point. Please note that the UV-C system is not a deodoriser. All Vianen UV-C canopies are supplied with a dedicated Control Unit to ensure safe and simple operation of the system which requires very little maintenance and service. Vianen UV-C canopies are fitted with specially developed Fecon UV filters to prevent any leakage of UV light from within the canopies extract plenum. The filters have an extraction performance of 97% for 8 micron sized particles. The air passes through the semi-circular channels of the Fecon filters and is forced into two directions extracting the heavier grease particles from the air stream by centrifugal force. The grease runs off into the grease collecting gutter and is collected in a removable tray.

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1 2.a V-ADV Light: No Light 990 X 990 X 600 mm

ADV

The VIANEN ADV condense canopy is especially designed for application above commercial dishwashing machines. The canopy is constructed from high quality thick stainless steel, all joints are welded and exposed surfaces are made of double sided, satin finish stainless steel.

All canopies are provided with a full perimeter condense channel with crush folded sloping edges. Reinforced fixture points are provided for installation to walls and ceiling for easy installation. Constructed from high quality thick stainless steel. The ADV Condense Canopy provides a relatively large buffer zone to capture the vapors. Additional lighting can be provided upon request.

1	2.b	V-ADV Light: No Light	990 X 990 X 600 mm
1	2.c	V-ADV Light: No Light	990 X 990 X 600 mm
1	3.a	V-JET STREAM-A-90-UV Light: V-Clix	2100 X 1350 X 600 mm
1	3.b	V-JET STREAM-A-90-UV Light: V-Clix	2100 X 1350 X 600 mm
1		Packing & Handling(Light export packing suitable for a FCL shipment. Excluding Wooden export crate)	

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SSS INDIA EXTRACT GENERAL TERMS AND CONDITIONS

PAYMENT TERMS

100% Prepayment at order.

Deviations from the original offer is regarded as a rejection of the original offer unless accepted by means of an order confirmation. This includes any alternate payment terms and conditions and are to be agreed upon in writing by both parties. The financial consequences will be for your account.

DELIVERY TERMS

Ex-Works Factory Bangalore, India.

The Prices Quoted are Ex-Factory / Bangalore.

OFFER VALIDITY: This Quotation is valid for 30 days only.

PURCHASE ORDER: Extra at actual (if applicable).

TO BE FAVORING: Unit G-8, Shreno Ltd Campus, Alembic Glass Factory

Compound, Opp Kadugodi Police Station Kadugodi Post,

Bangalore - 560066.

PAYMENT TERMS: 100 % Advance.

LOADING / UNLOADING: Customer's Scope.

TRANSPORT: Customer's Scope.

TRANSIT INSURANCE: Transit insurance will be taken at 0.75 % extra cost. The responsibility of completing

document / formalities regarding surveying or claiming of insurance in case of transit

damage shall becustomer's scope.

SPECIAL PACKING: Wood crating if required can be arranged at additional cost.

PAYMENT MODE: Through account payee demand draft /cheque payable at Bangalore in favour of

"Southern Stainless Steel Fabrication India Pvt Ltd." Order shall be processed only

after realization of advance payment.

DELIVERY SCHEDULE: Delivery time mentioned against each time is valid from the date of receipt of

confirmed order and realization of advance payment & drawings approval.

INSTALLATION: Installation will be charged extra if you wish to go with us for Installation.

JURISDICTION: Subject to Bangalore - Jurisdiction.

NOTE: Please provide your GST Number, Billing and Delivery Address along with Purchase

Order.

FORCE MAJEURE: This clause is applicable for "Southern Stainless Steel Fabrication India Pvt Ltd."

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AUTHORISED SIGNTORY

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GENERAL TERMS AND CONDITIONS OF SOUTHERN STAINLESS

STEEL PVT. LTD. B.V.

Revised date: 11.7.2019

Southern Stainless Steel Pvt. Ltd. is a producer and installer of custom made kitchen ventilation systems places a great deal of importance on quality and strives to provide optimal service. Southern Stainless Steel Pvt. Ltd. often supplies only a small part of a larger renovation, new building or installation project. As a result Southern Stainless Steel Pvt. Ltd. is dependent on the (timely) cooperation of third parties, such as electricians, contractors, demolition contractors, plumbers, kitchen suppliers, etc. The work of Southern Stainless Steel Pvt. Ltd. is always influenced by the schedules, delivery times, materials, services and planning of third parties. Southern Stainless Steel Pvt. Ltd. is dependent on the third parties to achieve a good end result. Southern Stainless Steel Pvt. Ltd. advises the appointment of a responsible project manager and/or contractor to supervise the renovation, new building or installation to supervise the project. Southern Stainless Steel Pvt. Ltd. will perform its part to the best of its ability, but accepts no responsibility for any matters that take place outside its sphere of influence. The client is, in addition to the organisation, responsible for the application, management and maintenance of all necessary permits and permissions, as well as all other administrative actions that must be performed in order to realise the delivery and installation of the equipment.

Article 1 Definitions

- 1.1 "Southern Stainless Steel Pvt. Ltd.,": means the private limited company Southern Stainless Steel Pvt. Ltd., established at its registered office at #31, first main road, Domlur Layout, Bangalore-560071,INDIA.
- 1.2 "Order confirmation": means the confirmation by Southern Stainless Steel Pvt. Ltd., of the agreed services and products subject to the agreed conditions.
- 1.3 "Agreement": means the content of the order confirmation and the general terms and conditions.
- 1.4 'Offer clauses": means that part of the offer or order confirmation laying down the conditions of the offer, subject to which the products or services will be supplied.
- 1.5 "Installation conditions": means the specific conditions applicable to the installation of the agreed products and services, as included in the appendix of these general conditions.

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- 1.6 "General conditions": means the terms and conditions, the offer clauses and the installation conditions.
- 1.7 "Parties": means Southern Stainless Steel Pvt. Ltd. and the client.

Article 2 Applicability

- 2.1 The general conditions apply to all offers made by Southern Stainless Steel Pvt. Ltd., all agreements concluded by Southern Stainless Steel Pvt. Ltd. and/or all actions performed by Southern Stainless Steel Pvt. Ltd.
- 2.2 The nullity and/or void-ability of any provision of these conditions does not affect the validity of the remaining provisions of these conditions.
- 2.3 A void provision will be replaced with a valid provision that corresponds as much as possible with the void provision, taking into account the intention of the parties.
- 2.4 The terms and conditions of the client do not apply to the agreement.

Article 3 Offers

- 3.1 All offers including quotes, brochures and price lists are free of obligation and can be revoked without restriction by Southern Stainless Steel Pvt. Ltd.
- 3.2 Acceptance of an offer, as referred to in Article 2.1, which deviates from the original offer made by Southern Stainless Steel Pvt. Ltd. is regarded as a rejection of the original offer and as an offer by the client to Southern Stainless Steel Pvt. Ltd. which offer is not binding on Southern Stainless Steel Pvt. Ltd. unless accepted by means of an order confirmation. The above also applies if acceptance only deviates on minor points from the original offer.

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- 3.3 The weights, dimensions, capacities, prices, yields and other data, as stated in catalogues, prospectuses, circulars, advertisements, images and price lists apply by approximation only. This data only binds Southern Stainless Steel Pvt. Ltd. if repeated and confirmed without reserve in the agreement.
- 3.4 All offers are agreed subject to the described circumstances and working hours herein, unless otherwise expressly agreed in writing.
- 3.5 Unless stated otherwise in the offer, the work referred to below is not carried out by Southern Stainless Steel Pvt. Ltd. nor does it fall under the responsibility of Southern Stainless Steel Pvt. Ltd.:
- all structural work including but not limited to breaking, demolition, brickwork, concrete work,
 carpentry, plastering, paintwork and furnishing work or other additional work, of any nature
 whatsoever; this includes the realisation of wall and roof ducts, any necessary (auxiliary) structures, as
 well as the watertight finishing of those ducts;
- b. all electrical work including but not limited to motor safety switches, magnet switches, work switches, control switches, cabling, electrical connections, connecting costs charged by the power companies;
- When a heat recovery system, or similar installation is supplied by third parties whereby our ventilation canopies/hoods, ceiling systems, etc. are to be connected to it, Southern Stainless Steel
 Pvt. Ltd. accepts no responsibility for the quality of the air supplied by the heat recovery unit, or other similar equipment. The selection of a pre-filter on these systems is for third parties.
- d. construction, coordination and project coordination (for timely delivery);
- e. the timely request, organisation, management and verification of all required permissions, permits, and other administrative obligations;
- f. all (other) work not explicitly agreed in the order confirmation.

Southern Stainless Steel Pvt. Ltd. will, if explicitly agreed in advance, assume responsibility for the production and issuance of the drawings and electrical diagrams for the ordered products and services of Southern Stainless Steel Pvt. Ltd. in order that provisions can be made for the work by third parties as referred to in Articles 3.5a, b, and c.

Article 4 Agreement

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- 4.1 The agreement consists of the signed order confirmation and these general terms and conditions. Changes to the agreement are only binding on the parties after written confirmation by Southern Stainless Steel Pvt. Ltd.
- 4.2 Verbal agreements, also relating to changes and/or cancellation of an agreement, are not binding on Southern Stainless Steel Pvt. Ltd. unless written order confirmation is received from Southern Stainless Steel Pvt. Ltd. This order confirmation is leading for the scope of the work.

Article 5 Prices

- 5.1 All prices quoted in our offers, as referred to in Article 3.1, apply only to those specific offers and can be revised until such time as the agreement has been concluded.
- 5.2 Moreover, prices can after conclusion of the agreement be raised on grounds of external factors, such as an increase in taxes, prices applied by external suppliers, a change in exchange rates, commodity prices, freight costs, wages and/or social security charges, levies or other expenses.

 If such an increase takes place within three months of conclusion of the agreement, exclusively the party who is a natural person not acting in the performance of a profession or business, is entitled to terminate the agreement free of charge by means of a written statement, except in case of a statutory price increase resulting, for example, from an increase in taxes. The parties can in that case reach agreement on the compensation of any losses incurred.
- 5.3 The quoted prices are stated exclusive of value added taxes.
- 5.4 If the order includes the installation of the supplied products or components, the quoted price is for the ready-to-use installation at the location stated in the order confirmation. The price will in that case include instructions on the operation and maintenance of the equipment, provided to the client or the personnel of the client charged with operating the equipment.

Southern Stainless Steel Pvt. Ltd. will provide a proposal for the time and length of the instruction.

Southern Stainless Steel Pvt. Ltd. accepts no responsibility for the eventual correct maintenance and operation of the equipment.

5.5 The total price is determined on the basis of continuous delivery unless stated otherwise.

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- 5.6 The following costs are, if applicable, included in the quoted price:
 - travel and accommodation costs
 - technical documentation including drawings for approval and coordination purposes, and
 - realisation in accordance with the approved drawings.
- 5.7 The following work, if applicable, is NOT included in the quoted price:
- airside regulation of a system if the fans and ducts have been supplied by a third party
- breaking, demolition, drilling and other structural work
- cabling, works switches, wall sockets, plugs and other electrical systems and electrical connections
- central heating systems with modulating mixed controls
- vertical transport, both indoors and outdoors
- return of packaging materials
- removal of the protective film if this cannot take place during installation work.
- removal of existing systems

This work will, on request, be performed by Southern Stainless Steel Pvt. Ltd. and charged to the client.

Article 6 Obligations of the client regarding the performance of work

6.1 The client will ensure that Southern Stainless Steel Pvt. Ltd. can commence the instructed work on time and that it can be completed without interruption. This obligation also entails that the client will ensure the presence of all necessary (building) permits and permissions from third parties such as owners associations or tenants. The client will ensure the presence of persons and the presence (or absence) of materials and/or services, other than those to be delivered by Southern Stainless Steel Pvt. Ltd. as required for the timely start and performance of the work as described in the order confirmation by Southern Stainless Steel Pvt. Ltd. .

Southern Stainless Steel Pvt. Ltd. is, if the client fails to fulfil this obligation, entitled to suspend the performance of its work as referred to in Article 8.3. Any resulting costs on the part of Southern Stainless Steel Pvt. Ltd. including, but not limited to waiting hours, will be charged to the client.

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- 6.2 The client will ensure that ample storage, workspace, electricity, water, oil, light, gas and other such facilities are available on time at the worksite, without Southern Stainless Steel Pvt. Ltd. owing any compensation for such. The client will on receipt of the goods make one or more adequately illuminated, dry and lockable spaces of sufficient space available within a reasonable distance from the place where the installation work must be carried out as workshop for the fitters and storage of the materials, without Southern Stainless Steel Pvt. Ltd. owing any compensation for such. The client will ensure that a paved access road is available to the entrance of the workspace for delivery purposes.
- 6.3 If the client and Southern Stainless Steel Pvt. Ltd. agree in writing that Southern Stainless Steel Pvt. Ltd. will arrange the matters referred to in Article 6.2, the resulting costs thereof will be charged to the client over and above the agreed price.
- 6.4 The client will take all safety measures prescribed by law and will monitor compliance thereof.
- 6.5 Southern Stainless Steel Pvt. Ltd. is entitled as soon as the agreement regarding the installation of a system has been concluded to place and maintain an advertisement sign at the worksite during the performance of the work, without Southern Stainless Steel Pvt. Ltd. owing any compensation for such.
- 6.6 Southern Stainless Steel Pvt. Ltd. can demand that client appoint a person who will act as the point of contact for Southern Stainless Steel Pvt. Ltd. .

Article 7 Payment

- 7.1 Payment will be made within 30 days of the invoice date to a bank account specified by Southern Stainless Steel Pvt. Ltd. unless explicitly agreed otherwise.
- 7.2 If payment has not taken place within 30 days of the invoice date, Southern Stainless Steel Pvt. Ltd. is entitled to charge the statutory trade interest, increased by 2% per year.
- 7.3 If the invoice amount is not paid in full on the due date, the client will be in default by mere expiry of said term, without the need for any reminder or notice of default. Southern Stainless Steel Pvt. Ltd. is in that

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case entitled to terminate the agreement without judicial intervention. Such termination is without prejudice to the rights of Southern Stainless Steel Pvt. Ltd. as referred to in the previous paragraphs of this article. The client will moreover compensate Southern Stainless Steel Pvt. Ltd. for all collection costs, in particular as regards:

The amounts charged by lawyers and attorneys for extrajudicial collection. The extrajudicial costs are set at 15% of the principal sum, subject to a minimum of Rs. 7000.

All costs of bailiffs, agents and collection agencies, as well as all enforcement costs.

The costs of a petition for bankruptcy.

The storage costs in case of a suspension of delivery.

7.4 A payment will first be applied to cover the collection costs, followed by the interest charges and then the principal sum.

If the client fails to pay multiple invoices, a payment – taking the provisions of the previous sentence into account - will first be applied to the oldest invoice, followed by the second latest invoice, etc.

Article 8 Delivery time/performance of the work

- 8.1 The delivery time applies by approximation only and can never be regarded as a firm date, unless explicitly agreed otherwise. Late delivery will under no circumstances entitle the client to compensation or to terminate the agreement.
- 8.2 If after conclusion of the agreement a change occurs to the circumstances under which Southern Stainless Steel Pvt. Ltd. must perform its work, or if additional work appears necessary or some other change must be made to the agreement, the delivery time will tacitly be extended with the period of delay.
- 8.3 Southern Stainless Steel Pvt. Ltd. is entitled to suspend the further performance of its work for as long as the client fails to fulfil its obligations to Southern Stainless Steel Pvt. Ltd., including the obligations as referred to in Article 6.1 through 6.6.

This right of suspension applies until such time as the client has filled its obligations, unless Southern Stainless Steel Pvt. Ltd. has in the meantime exercised its right to terminate the agreement. Such is without prejudice to the right of Southern Stainless Steel Pvt. Ltd. to demand compensation.

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- 8.4 If the parties have agreed on phased delivery of the work, Southern Stainless Steel Pvt. Ltd. will only commence with a new phase after the previous phase has been accepted in writing by the client.
- 8.5 Any roadblocks required for loading and unloading and/or the placement of cranes will be realised at the risk and expense of the client. Such includes the necessary permits or other permissions of third parties.

Article 9 Delivery

- 9.1 The system is regarded as delivered as soon as it is made fully available to the client and Southern Stainless Steel Pvt. Ltd. has informed the client accordingly.
- 9.2 The client is not entitled to use the system before delivery.
- 9.3 If the client nevertheless proceeds to do so, the system will be regarded as delivered on the date of which the client has taken it into use, on the understanding that any guarantees as stated below do not apply.

Article 10 Additional work

- 10.1 Regarded as additional work is all work and deliveries required by the client that are not stated in the agreement, as well as all changes to the agreement required by the client or changes resulting from particulars provided by the client that deviate from the factual dimensions.
- 10.2 Also regarded as additional work are the waiting hours made by Southern Stainless Steel Pvt. Ltd. resulting from the fact that Southern Stainless Steel Pvt. Ltd. is unable to perform the work in an uninterrupted fashion.
- 10.3 All costs of additional work are charged at the wages and prices applicable at the time of the instruction.
- 10.4 The client will also pay for any additional work that, although not subject to a written instruction by or agreement with the client, has nevertheless been carried out.

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Article 11 Delivery and risk

- 11.1 Risk for the goods delivered by us will pass to the client:
 - a. in case of "delivery ex-works" (in accordance with the INCO Terms 2010): as soon as the goods have been loaded in or on the means of transport;
 - b. in case of "delivery free carrier" (in accordance with the INCO Terms 2010): as soon as the goods have arrived at the place of destination.
- 11.2 In case of "delivery on-call", the risk passes to the client as soon as the goods have been separated or stored on behalf of the client at the site of Southern Stainless Steel Pvt. Ltd. .
- 11.3 The client assumes the risk for all equipment, tools and materials transferred to the plot, the factory or site of the client or to a location indicated by the client.
- 11.4 The client assumes responsibility for adequate security of the building site or space(s) in which the goods of Southern Stainless Steel Pvt. Ltd. are stored prior to installation work.

Article 12 Title, retention of title and security

- Southern Stainless Steel Pvt. Ltd. has a retention of title to (i) all goods delivered by Southern Stainless Steel Pvt. Ltd. up to the time of payment in full of all goods delivered or to be delivered by Southern Stainless Steel Pvt. Ltd. as well as (ii) any claims by Southern Stainless Steel Pvt. Ltd. within the context of the delivery of goods, work performed or to be performed and (iii) any claims that Southern Stainless Steel Pvt. Ltd. as on the client on grounds of default by the client, including collection costs, interest and penalties.
- 12.2 Title to the goods will first pass to the client after for payment of all claims referred to in the previous paragraph.

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- 12.3 If and insofar as Southern Stainless Steel Pvt. Ltd. has not yet received payment of the outstanding claims on grounds of which Southern Stainless Steel Pvt. Ltd. holds a retention of title, Southern Stainless Steel Pvt. Ltd. is entitled without notice of default or legal intervention to terminate the agreement, and Southern Stainless Steel Pvt. Ltd. insofar as required, is irrevocably authorised now for then by the client to reprocess the delivered goods, whereby the client is obliged in that respect to grant Southern Stainless Steel Pvt. Ltd. access to all spaces forming part of its business, without prejudice to the right of Southern Stainless Steel Pvt. Ltd. to demand compensation.
- Southern Stainless Steel Pvt. Ltd. also has the right referred to in Article 12.3 in case of the suspension of payment, a petition for a moratorium, bankruptcy or liquidation of the business of the client.
- 12.5 The client is prohibited from granting third parties a non-possessory pledge on goods delivered by Southern Stainless Steel Pvt. Ltd.
- 12.6 Southern Stainless Steel Pvt. Ltd. will as long as payment has not been made in full be entitled to request a bank guarantee or comparable instrument as security for payment of the amount due or to be due after delivery. The client will provide security on request.
- 12.7 As long as the security referred to in Article 12.6 has not been provided, Southern Stainless Steel Pvt. Ltd. is entitled to suspend delivery and/or to terminate the agreement without legal intervention, without prejudice to Southern Stainless Steel Pvt. Ltd.'s right to fulfilment and/or compensation.

Article 13 Complaints

- 13.1 Any complaints must on penalty of the lapse of rights be made by registered letter within 8 days of delivery/completion, or at least from the date on which the defect could reasonably have been discovered.
- 13.2 The client is not entitled to suspend its obligations under the agreement on grounds of a submitted complaint.

Article 14 Liability

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- 14.1 Southern Stainless Steel Pvt. Ltd. is exclusively liable for actual damage that is the direct result of intent or gross negligence by Southern Stainless Steel Pvt. Ltd. in the performance of the agreement.
- 14.2 If Southern Stainless Steel Pvt. Ltd. is held liable for losses incurred by the client, its liability will be limited to replacement of the delivered defective goods or part thereof, or to repayment of the agreed price or a proportionate share thereof, such to be determined by Southern Stainless Steel Pvt. Ltd. in accordance with the guarantees as described in Article 15.
- 14.3 In case of physical injury or death resulting from intent or gross negligence by Southern Stainless Steel Pvt. Ltd. the liability is limited to Rs 30,00,000 (Thirty Lakhs only)
- 14.4 Southern Stainless Steel Pvt. Ltd. accepts no liability whatsoever for consequential damage, such as loss of turnover or profit.
- 14.5 The client is liable to Southern Stainless Steel Pvt. Ltd. for all resulting damages if goods of Southern Stainless Steel Pvt. Ltd. which have been delivered subject to a retention of title, are the subject of a third-party lien, e.g., of the contractor.

Article 15 Guarantee

15.1 Southern Stainless Steel Pvt. Ltd. guarantees - subject to the exception of the provisions of the previous paragraphs - that all goods delivered comply with the specifications stated in the agreement and meet all reasonable requirements of usability and soundness.

Southern Stainless Steel Pvt. Ltd. will under the terms of the guarantee exclusively be obliged after delivery to make the necessary improvements and repairs required to remove defects that have been reported by means of a timely complaint.

If the client has comments or questions during the performance of work by Southern Stainless Steel Pvt. Ltd., Southern Stainless Steel Pvt. Ltd. is exclusively obliged to make the necessary and improvements on repairs to prevent potential defects, if an insofar as these "potential defects" will not be removed and resolved by completing the work in accordance with the order confirmation.

15.2 Southern Stainless Steel Pvt. Ltd. accepts no responsibility or liability:

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- a. for the design of the system if such originates from a party other than Southern Stainless Steel Pvt. Ltd.;
- for the usability or soundness of materials or components, if the use thereof has been prescribed by the client, its advisers or third parties;
- for defects caused by errors or negligence by the client, parties for whom the client is responsible, third parties or which result from external causes;
- d. for the correctness of data and drawings provided by the client with regard to the buildings and user purposes for which the system is intended.

15.3

- (a) Southern Stainless Steel Pvt. Ltd. gives a one-year guarantee on the materials and build of delivered of goods, subject to the conditions stated below, which period commences on the date of shipment of the goods or in case of 'delivery on call' on the date on which the goods are separated or stored on behalf of the client.
- (b) Southern Stainless Steel Pvt. Ltd. gives a one-year guarantee on materials, build and services of the goods installed by Southern Stainless Steel Pvt. Ltd. subject to the exceptions stated below, which period commences on the date of delivery.

Both guarantees under (a) and (b) are given on the understanding that Southern Stainless Steel Pvt. Ltd. can at its own expense and discretion repair or replace with new components any components that as a result of material and build errors prove to be defective during the term of the guarantee; the resulting installation costs, travel and/or shipping costs will not be at the expense of Southern Stainless Steel Pvt. Ltd. except in case of intent or gross negligence on the part of Southern Stainless Steel Pvt. Ltd. Southern Stainless Steel Pvt. Ltd. will acquire ownership of the replaced components. If the performed services prove to be defective during the guarantee term, Southern Stainless Steel Pvt. Ltd. will at its own expense and discretion repair the services, whereby the resulting travel and/or shipping costs will not be at the expense of Southern Stainless Steel Pvt. Ltd. , except in case of intent or gross negligence on the part of Southern Stainless Steel Pvt. Ltd. Fulfilment of the aforementioned guarantee is regarded as sole and adequate compensation; all other claims to compensation are explicitly excluded.

The client will allow Southern Stainless Steel Pvt. Ltd. to perform any work required under the terms of the guarantee. If the client refuses its cooperation, Southern Stainless Steel Pvt. Ltd. will be released from its guarantee obligation. Work carried out without the permission of Southern Stainless Steel Pvt. Ltd. by the client or third parties on the goods delivered by Southern Stainless Steel Pvt. Ltd. will release Southern Stainless Steel Pvt. Ltd. from the aforementioned guarantee obligations.

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- 15.4 If Southern Stainless Steel Pvt. Ltd. replaces components of delivered goods or systems during the guarantee term, the guarantee term of the replaced components will expire at the same time as the guarantee term of the delivered goods or systems.
- 15.5 Excluded from this guarantee are: normal wear and tear of components and damage caused by abnormal circumstances such as electrolytic action, chemical corrosion in the broadest sense of the word, or overload.

Also excluded is all damage caused by the wrong configuration, injudicious use or unsound maintenance by or because of the client. Examples include:

- a. connection of the fans and transformers that deviates from the statutory regulations and/or the schedules provided by Southern Stainless Steel Pvt. Ltd.;
- b. use of fans and transformers for a purpose other than for which delivered by Southern Stainless Steel Pvt. Ltd., or deviation from the configuration by Southern Stainless Steel Pvt. Ltd. or third parties with the written permission of Southern Stainless Steel Pvt. Ltd.;
- c. Use deviation from the user and/or maintenance instructions.
- 15.6 If requirements of soundness concerning the goods or services as specified in this article 15- would result from Dutch and/or European legislation, and no case law concerning the applicability or application of the content of this legislation is (yet) available, Southern Stainless Steel Pvt. Ltd. will comply with any explanatory documents (FAQ's, Explanatory Memoranda, etc) from the respective legislative power concerning such legislation. The guarantees of Southern Stainless Steel Pvt. Ltd. concerning her goods or services are when applicable limited to the content of these explanatory documents concerning the applicability or application of this legislation.

Article 16 Warnings

16.1 Air supply

An extraction system cannot function properly without good air supply. The absence of a good air supply will in some cases make use of the extraction system impossible and may cause damage. I client who purchases an extraction system remains responsible for taking measures that ensure a proper air supply in the space where extractor will be placed, for example by installing an air extraction system. If client fails to take such measures, any resulting damage, including but not limited to losses due to delay and other consequential damage, will be for the account of the client. Southern Stainless Steel Pvt. Ltd. is moreover entitled to suspend the delivery of the extractor system if inadequate air supply measures have been taken.

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16.2 Noise nuisance

Environmental legislation prescribes the maximum permitted noise level of the system. A sound dampener or sound insulation may be required, depending on the location of the system. Southern Stainless Steel Pvt. Ltd. can advise on this, if necessary. The client remains responsible for this, however.

16.3 Odour nuisance

Environmental legislation prescribes rules as regards the acceptable odour nuisance for the surroundings. A deodorisation system may be required, depending on the location of the system. Southern Stainless Steel Pvt. Ltd. can advise on this, if necessary. The client remains responsible for this, however.

Article 17 Force majeure

- 17.1 Any circumstances beyond the will and/or doing of Southern Stainless Steel Pvt. Ltd. that are of such nature that performance of the agreement in all fairness cannot or cannot in full extent be required of the Southern Stainless Steel Pvt. Ltd. anymore, will entitle Southern Stainless Steel Pvt. Ltd. to terminate and/or suspend performance of the agreement in full or in part without any obligation to pay compensation.
- 17.2 Circumstances as referred to in the previous paragraph of this article include, but are not limited to: late, incomplete or failed delivery by suppliers of Southern Stainless Steel Pvt. Ltd., or late, incomplete and/or failed delivery to third parties who provide goods or services required by Southern Stainless Steel Pvt. Ltd., war and threat of war, full or partial mobilisation, import and export bans, measures by Dutch and/or foreign government authorities rendering the performance of the agreement more cumbersome and/or costly than was foreseeable at the time when the agreement was concluded, frost, strikes and/or sit-ins, epidemics, traffic disturbances; loss or damage in transit, fire, natural disasters, theft, energy supply failures, defects to machines, all the above both in the business of Southern Stainless Steel Pvt. Ltd. or a third parties from whom Southern Stainless Steel Pvt. Ltd. fully or partially has to buy the necessary (raw) materials, and all other causes that arise beyond the will and/or doing of Southern Stainless Steel Pvt. Ltd. .

Article 18 Termination

18.1 As stated in Articles 7.3, 12.3 and 17.1, Southern Stainless Steel Pvt. Ltd. is entitled after sending a notice of default to terminate the agreement if the client persists in failure to fulfil its obligations, or to terminate the agreement without notice of default if fulfilment has become permanently impossible.

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- Southern Stainless Steel Pvt. Ltd. is moreover entitled to terminate the agreement if the client petitions for its own bankruptcy, is subject to a moratorium, or if Southern Stainless Steel Pvt. Ltd. has reasonable grounds to assume that the client will not be able to fulfil its payment obligations.
- 18.3 If the agreement is terminated on grounds of the above:
 - the client remains obliged to pay the invoice, as compensation for the losses incurred by Southern Stainless Steel Pvt. Ltd. consisting of already purchased materials, loss of turnover and other costs relating to the reservation of personnel, etc.
 - materials already delivered will be returned without delay to Southern Stainless Steel Pvt. Ltd. at the expense of the client;
 - Southern Stainless Steel Pvt. Ltd. will be granted access to the business buildings and other locations of the client for the retrieval by Southern Stainless Steel Pvt. Ltd. of any tools, machines and other work materials.
- 18.4 The client is only entitled to terminate the agreement if Southern Stainless Steel Pvt. Ltd. applies for its own bankruptcy or is declared bankrupt.
- Deviations in the performance of the work do not entitle the client to terminate the agreement, except if Southern Stainless Steel Pvt. Ltd. has received a notice of default regarding the alleged defects in the delivered works/materials, force majeure is not applicable, and Southern Stainless Steel Pvt. Ltd. has failed to correct said defects within 30 days.
- 18.6 Article 18.3 applies in case of termination by the client.
- 18.7 The client will if it cancels its instruction owe compensation to Southern Stainless Steel Pvt. Ltd. which in any case will consist of the costs of the already ordered materials (the materials are part of a made-to-measure system and cannot be reapplied), the scheduled and reserved man hours, the loss of income resulting from the fact that no other work can be taken during the period in which the work for the client is planned, and the already performed part of the order confirmation and any applicable additional work.

Article 19 Drawings, calculations and miscellaneous

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- 19.1 Southern Stainless Steel Pvt. Ltd. will retain ownership of all drawings, calculations, descriptions and models produced by Southern Stainless Steel Pvt. Ltd. also if costs have been charged for the production thereof. The client will return the aforementioned particulars to Southern Stainless Steel Pvt. Ltd. at its first request.
- 19.2 The client guarantees that the particulars produced or made available by Southern Stainless Steel Pvt. Ltd. will not be copied, shown to third parties, disclosed or otherwise made public, except with the written permission of Southern Stainless Steel Pvt. Ltd.
- 19.3 The parties will observe strict confidentiality with regard to the agreement and their negotiations.

Article 20 Intellectual property rights

- 20.1 Southern Stainless Steel Pvt. Ltd. exclusively retains all industrial property rights, such as copyrights, patents, brand rights, model rights, trademarks and/or other intellectual property rights to materials used by Southern Stainless Steel Pvt. Ltd. in the performance of the agreement.
- 20.2 If the client is granted a user right to any right as referred to in Article 19.1, such user right will be limited to the term of the agreement.
- 20.3 The client will refrain from any use other than that permitted by Southern Stainless Steel Pvt. Ltd. Southern Stainless Steel Pvt. Ltd. will not be held to pay any compensation to the client or third parties owing to the lapse of the user right.
- 20.4 If the client acquires any rights in the production of drawings, models of other work subject to copyright, these rights are now for then transferred to Southern Stainless Steel Pvt. Ltd.
- The client will in case of violation of Articles 16.2, 19.1, 19.2 or 20.2 owe Southern Stainless Steel Pvt. Ltd. an immediately claimable fine, which is not eligible for moderation, of Rs 3,50,000 (Rupees three lakhs and

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fifity thousand) plus Rs 10,000 (ten thousand) for every day that the violation continues, without prejudice to the right of Southern Stainless Steel Pvt. Ltd. to demand compensation in full.

Article 21 No compensation/settlement/suspension by the client

- 21.1 The client is not permitted to set off any amount that it owes Southern Stainless Steel Pvt. Ltd. against any amounts that Southern Stainless Steel Pvt. Ltd. may owe the client.
- 21.2 The client is not permitted to suspend payment in case of the temporary impossibility of delivery.
- 21.3 The client is also not entitled to suspend payment under this agreement on grounds of any other agreement concluded with Southern Stainless Steel Pvt. Ltd.

Article 22 Indemnification

22.1 The client indemnifies Southern Stainless Steel Pvt. Ltd. against all third-party claims based on agreement or wrongful act, regarding any materials, persons or services used by the client in the performance of the work of which the agreement with Southern Stainless Steel Pvt. Ltd. is part, except if such claims resulting from intent or gross negligence on the part of Southern Stainless Steel Pvt. Ltd.

Article 23 Disputes

23.1 All disputes between the client and Southern Stainless Steel Pvt. Ltd. ensuing from agreements concluded between the parties will, at the election of Southern Stainless Steel Pvt. Ltd. be submitted to the court that is authorised according to the statutory competence rules, or to the competent court in the district in which Southern Stainless Steel Pvt. Ltd. has its registered office.

Article 24 Applicable law.

24.1 All actions by and agreements concluded with Southern Stainless Steel Pvt. Ltd. are governed by Indian law.

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APPENDIX

INSTALLATION CONDITIONS SOUTHERN STAINLESS STEEL PVT. LTD.

General

The price quoted in the offer/order confirmation is based on the installation conditions below.

Any objections to these conditions must be made known to Southern Stainless Steel Pvt. Ltd. in writing before the order confirmation.

The price is based on a structural ceiling with a maximum height of 3.5 m. The work floor is freely accessible without installed equipment.

The roof and/or walls can support hoods without requiring auxiliary structures.

The suspension is made of galvanised M8 threaded rods.

It must be possible to attach the threaded rods directly using normal plugs. If special plugs or chemical anchors are needed, such must be indicated before the commencement of installation work.

The price is based on continuous work (between 07:00 and 17:00 hours) without interruption by third parties.

If no noise nuisance may be caused during certain hours, such must be indicated in the request for quote.

Southern Stainless Steel Pvt. Ltd. accepts no responsibility or liability for any third-party losses incurred during temporary storage at the worksite.

The engineers of Southern Stainless Steel Pvt. Ltd. are in possession of the VCA certificate. Any other safety requirements must be stated in advance.

The price is EXCLUSIVE (unless stated otherwise in the offer and insofar as applicable):

Horizontal and vertical transport at the worksite (crane, lift, rent of scaffolding, etc.)

Removal of protective film from the hoods and/or ceiling.

Electrical and structural facilities and/or connections.

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Fitting of optional plinth, takes place simultaneously.

Fire extinguishing system.

Sealing.

Cleaning of the hoods.

Discharge of waste.

Finishing: (unless stated otherwise in the offer and insofar as applicable):

The hoods are delivered and installed with a plastic protective film.

Wall hoods are installed and attached to the wall.

Hoods combinations are connected to one another.

All hoods are installed level and at the same height, unless agreed otherwise.

Southern Stainless Steel Pvt. Ltd. guarantees proper handling of the materials during road transport and installation.

Duct connections are realised (by third parties) after installation of the hood.

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Planning (if applicable)

The client will provide Southern Stainless Steel Pvt. Ltd. with digital drawings so that Southern Stainless Steel Pvt. Ltd. can produce the extractor hood installation drawings. The drawings of Southern Stainless Steel Pvt. Ltd. require the written approval of the client.

The client must provide a reliable point of reference for determining the correct installation coordinates.

Southern Stainless Steel Pvt. Ltd. is not responsible for the cleaning of hoods.

An optional plinth above the hoods is fitted after connection to the air supply and power system.

The hoods will be inspected by the client/end-user immediately after installation (and possible removal of the protective film). A delivery form stating any damage or comments must be completed.

Southern Stainless Steel Pvt. Ltd. accepts no responsibility for any damage arising after completion of the delivery form.

If waste containers are available near the worksite, Southern Stainless Steel Pvt. Ltd. can (in mutual consultation) assume responsibility for discharge of the packaging materials. Southern Stainless Steel Pvt. Ltd. accepts no costs for the discharge of packaging materials.

The following facilities are available; power supply, both 230V and 400V, and sanitary facilities.

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