

Terms & Conditions

Access Platform Equipments Limited's general conditions of sales and service

1. Agreement

Any order implies from the buyer, the acknowledgement by the buyer that he gets all required information to the conclusion of the agreement and the acceptance of the present terms. Therefore, no clause to the contrary may be set up against the seller if he has not formally accepted it in writing and notably all the general terms sent earlier by way of circular letters, Email Correspondence or any other form of written, media or visual methodology.

Unless otherwise specified, seller's quotation shall expire thirty (30) days from its date.

The sale/rental agreement is perfect only after written acceptance by the seller of the buyer's order, or if not by the delivery.

An order which is accepted cannot be cancelled without the seller's prior and express consent.

2. Product Specifications & Supply of Product.

The specifications mentioned in the seller's catalogues, price lists, leaflets and all advertising documents are for information purposes only. The seller/its partners reserves the right to carry out all changes they may consider appropriate on their models, even after acceptance of the orders, without, however, the essential specifications and performance being affected.

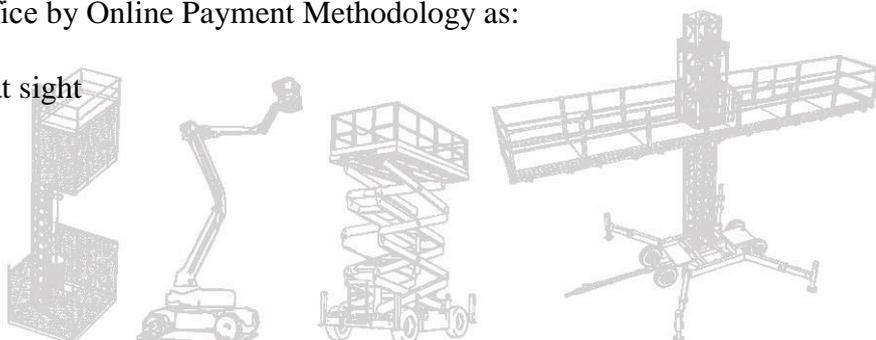
3. Prices

Prices are understood in Indian Rupees free of any discount, taxes, or insurance for unpackaged goods, quoted on Ex-Works basis by APEL, unless otherwise mentioned or agreed mutually. Any possible costs for packaging, loading and conveying from the APEL's Ex-works facility to the place of delivery shall be borne by the buyer, unless otherwise agreed in writing. Buyer shall be responsible for any import duties, taxes and other third party charges if mentioned in writing by APEL at the time of order confirmation.

4. Payment (For Sales)

Save exception specified in the special terms appearing on order to order basis, the price is payable at the seller's head office by Online Payment Methodology as:

- 100% irrevocable LC at sight



OR

- 70% Down Payment Amount & 30% before delivery of goods at the customer's facility.

5. Payment (For Rental)

Save exception specified in the special terms appearing on order to order basis, the price is payable at the seller's head office by Online Payment Methodology as:

- 1 month's rental charges as Down Payment Amount, which would be settled against the last bill of the contract.
- Transportation Charges as an advance Amount before dispatch of goods from APEL's facility.
- Payment against monthly hiring services shall be payable within 30 days from the invoice date.

The payment of the down payment with the order does not in any way entitle the buyer to retract in return for giving up his down payment which, in the event of cancellation of the order, remains acquired to the seller as a compensation, subject to all other rights.

6. Settlement

a. The non-payment entails the event of default and causes that all debts even not outstanding ones are immediately due.

b. Penalties for delay

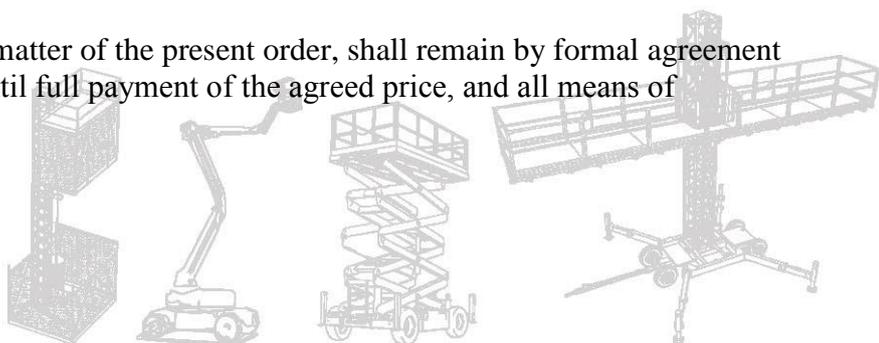
In the event the special terms specify a deferred payment and that one of the due dates is not observed, the buyer by right and without a prior formal demand, shall lay open to penalties for delay. Penalty rate is in accordance with RBI's Lending Interest Rates plus seven hundred basis points.

c. Penalty clause

By express agreement, the non-payment on the due date shall entail, as a penalty clause, a compensation of 16% of the amounts due, plus the interest set in the agreement and any possible costs of litigation.

d. Retention of title and risk of loss

The products, subject-matter of the present order, shall remain by formal agreement the seller's property until full payment of the agreed price, and all means of



payment: cheques, drafts or other negotiable instruments shall be considered as payment only after the actual collection of their amount by the seller.

During the period between the delivery and the full payment of the price, the buyer, by formal agreement, shall only be considered as the simple depository of the products, the buyer shall have to pay the price on agreed due dates, or failing payment of a single payment, to pay the full price or, to return the products, or if not they shall incur the penalties provided for by the law.

The delivery itself shall place the products at the buyer's risks despite the fact the latter is only the depository until full payment is made.

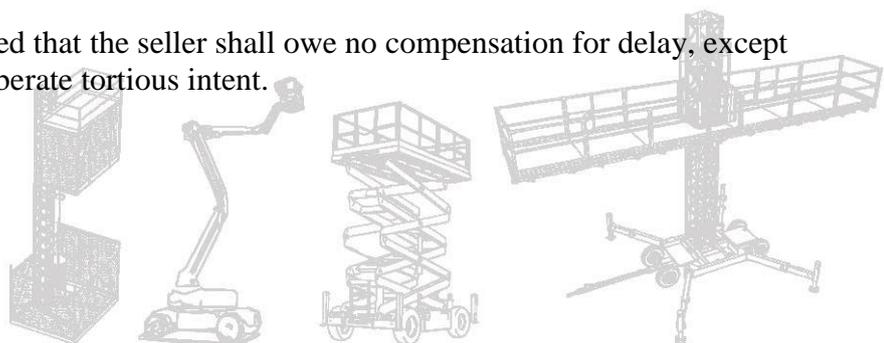
On account of their capacity of simple depository until the full payment of the price, the buyer to whom the products are delivered will not be entitled to resell them or to alienate them by any mean, including by way of contract of pledge, security or otherwise.

However, they may:

- i. Either, after prior agreement of the seller and under its entire liability, have its buyer pay directly the product subject-matter of the present agreement to the seller.
- ii. Or assign the benefit and the charges resulting from the present agreement, but on the formal condition of informing its assignee under its own liability that the products are subject to a reservation of title clause and that themselves are only the depository until full payment of their price, in such a manner that said assignee themselves act on the capacity of depository until the payment, and that the seller may be able to claim from them the payment or the return, if the amount of the price is not paid in whole on the date due.

e. Delivery time & Delivery

- i. Delivery means the placing of the product on the site notified by the seller.
- ii. The delivery time is the date entered by the seller on its acknowledgment of receipt of the order.
- iii. Delivery times are given for information purposes and without commitment. The seller commits to deliver promptly the goods to the buyer provided that the seller gets all the information and documents required for the performance of the contract.
- iv. It is expressly agreed that the seller shall owe no compensation for delay, except in the event of deliberate tortious intent.



- 1.1 The buyer shall take delivery of its product(s) in the seller's premises within 30 days following the notification of the seller that the product(s) are ready for delivery.
- 1.2 The products are delivered with their instructions manual for use; the user shall read them before using the products. The buyer shall check and see if he has the documents, if not it shall contact the seller to get them.
- 1.3 Acceptance: Without any written claims within 30 days following the date of delivery, the product shall be considered as without any visible defects and accepted.

7. Transport and Insurance

The steps the seller may be led to take in the interest and on behalf of the buyer as regards to insurance, transport, do not prevail against the principle of the delivery in the Ex-Works or store of the seller.

The fact of possibly including the transport cost in the price does not constitute an exemption to the principle of the delivery made in the Ex-Works or the store of the seller. Any transport made by the seller itself, whether the costs are to be paid for by the buyer or not, is considered as made according to a contract of carriage separate from the sale agreement.

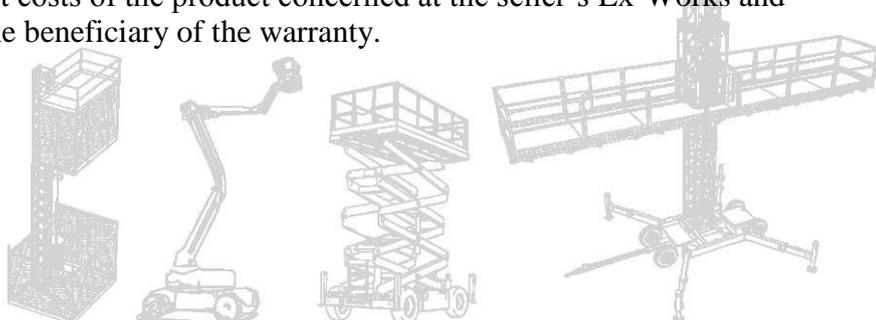
If there are no instructions, the seller dispatches the goods in the best interests of the buyer.

In all cases, it is up to the buyer to check everything, to make all reservations upon the arrival of the product and to lodge, if the need arises, against the transporter that appeals, which must be lodged within 3 days following the acceptance; should these formalities not be complied with, the transporter's liability may not be implemented and the seller cannot in any case be sued for this reason.

8. WARRANTY (For Sales of Brand New Machinery Only)

Term and extent of the Warranty

- All products are covered against defects in material and construction faults for a period of twelve (12) months from the date appearing on the tax invoice / delivery documents.
- This warranty is strictly limited, after examination of the product by the seller and to suit its convenience, to the repair or replacement of the product recognized as defective, with the express exclusion of all accessory costs. (ii) Are only covered by the warranty the cost of replaced parts and labour used. Travel costs and hotel expenses for the personnel on the user's site as well as transport costs of the product concerned at the seller's Ex-Works and return are to be paid for by the beneficiary of the warranty.



- The warranty does not cover the damage resulting from bad assembly, insufficient maintenance, or normal wear. It does not apply to paints and coatings.
- Any defect bringing into play the seller's warranty must, failing forfeiture, be declared to the seller, with the invoice corresponding to the purchase of the product in question and all supporting documents.
- Exchanges or repairing of parts covered by the warranty cannot extend the warranty.
- The warranty will be removed from any product which is modified, altered, repaired outside the seller's workshops without the seller's prior written approval.
- The seller's liability is expressly limited to the above-mentioned warranty.
- An action to enforce the warranty cannot justify any delay in payments.

9. LIABILITY

Under no circumstances, shall the seller be held to indemnify the consequential direct or indirect damage or contingent damage, notably any operating losses, loss of profits or loss of earnings. The liability of the seller, all causes taken into account with the exception of bodily injuries and gross negligence, is limited to a sum with an upper limit fixed at the amount invoiced and collected of the supply alleged defective.

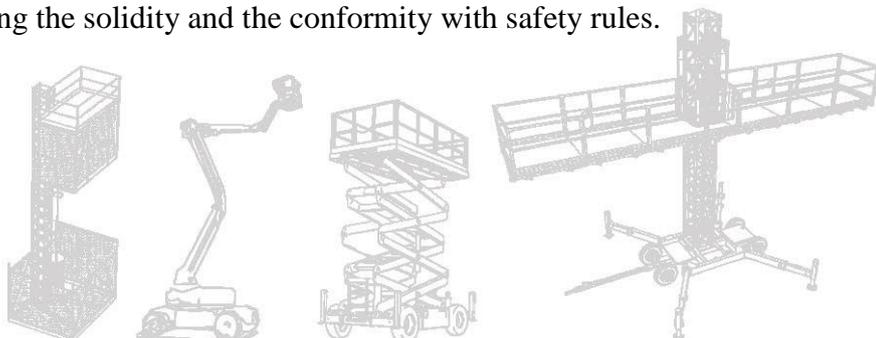
The buyer is responsible for the waiver in contract against the seller or its insurers beyond the limits and exclusions fixed above.

10. SERVICE PERFORMANCE

The scale of service performance of the seller is understood exclusive of travel and hotel costs. The estimates for repairs of the seller not followed by an order are payable and include the operations of dismantling, reassembly and trips. Without a reply from the buyer within 30 days from the date appearing on the estimate, the equipment shall be returned as such, transport costs to be paid for by the buyer.

The customer agrees to place at the disposal of the seller a place required for the operation as well as the required means of lifting, handling and trial. The seller reserves the right to take into account the weather conditions on the site and accept no responsibility for any possible delays due to these conditions or to the non-conformity of the site with the public health and safety conditions. Under no circumstance will the seller's liability be sought for the consequences of equipment which stops operating while it intervenes. The customer shall be responsible of checking the solidity and the conformity with safety rules.

11. FORCE MAJEURE



The Parties shall not be held responsible for any delay or failure to execute one of its obligations within the scope of the contract should the delay or failure be the direct or indirect result of a case of force majeure, which is defined as an event beyond the control of the Parties and independent from their will, including but not limited to cyber-attack, civil conflict, revolution, war, biological epidemic / pandemic, acts of God, occurrence of a natural catastrophe and extraordinary weather.

Should the event of Force Majeure last for more than 1 (one) month since its date of notice, then the party suffering from Force Majeure shall be entitled to terminate immediately the present contract without prejudice by registered letter.

12. PUBLICITY

APEL along with its partners will be authorised to issue marketing material, publicity, promotion or advertising in whatever form, regarding the goods and services object of the Order; this authorization may be suspended further to the Customer's request.

13. JURISDICTION

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Indian Law. The place of arbitration shall be Navi Mumbai, MH, India. The language of the proceedings shall be in Hindi / English. However, evidence may be submitted and witnesses may be heard in Local Language as well, if the arbitral tribunal deems it appropriate.

14. PERSONAL DATA

APEL processes personal data (full name, address, email, phone number, etc.) of its customer's contacts. The purpose of personal data processing is to perform orders and manage the relationship between APEL and the customer.

The customer undertakes to inform APEL of any update regarding the personal data of the data subject and to inform them of the content of this clause. The data subject benefits from the right to require access to, rectification, erasure of their personal data or restriction to processing of their personal data or to object to processing as well as the right to data portability by writing to info@apel.co.in.

APEL undertakes to take appropriate technical measures in order to ensure security and confidentiality of personal data. APEL also undertakes to keep personal data no longer than necessary.

Kindly refer the quotation provided by APEL's Sales Team for Any Additional Terms & Conditions

