

Terms and Conditions

1. Quotation Validity: 30 days

2. Order Finalization, Validity and Delivery

(a.) We request our clients to kindly check of all details provided for in the drawing / quotation carefully as they form the basis of the final solution being provided by MyGubbi.

(b.) Any modifications/alterations to the proposed design will have an impact on the techno-commercials of this quote and hence new drawings as well as associated commercials will be provided by MyGubbi if the same occurs.

(c.) Once the quote and drawings are finalized, no alterations / modifications shall be accommodated.

(d.) All finalized drawings and associated commercials will be signed by the client, MyGubbi will retain the original signed documents and a copy of the same will be provided to the client.

(e.) Delivery shall be within 60 working days of placement of order, subject to the following:

(i) The design and specifications of the Services has been duly signed by both parties.

(ii) The requisite advance for the services has been paid by the Client, and

(iii) There have been no changes to the scope of work pursuant to the design and specifications of the Services having been duly signed off by both parties, i.e. MyGubbi and client.

(f.) If MyGubbi is unable to complete installation of the Services with the time period conveyed to the Client, a grace period of 20 (twenty) working days

shall be available with MyGubbi beyond the committed time period to complete the installation. Intimation for any delay in installation of Services

within the time period shall be communicated to the Clients during the tenure of their engagement with MyGubbi

3. Prices:

(a.) The prices quoted above are inclusive of Applicable Taxes & Statutory Levy.

(b.) The following are extra chargeable, to be borne by the client (the below are not applicable to orders executed within Mangalore city limits): Packaging,

Freight, Insurance, Transportation and handling charges from Ware house to destination.

(c.) All prevailing taxes (Inter-city and Intrastate); any new taxes, duties and levies that may be applicable from time to time, announced by the Government.

(d.) Travel, boarding and lodging of the installation team will be charged on actual to be borne by the client.

4. Payment:

(a.) All payments will be in Indian Rupees payable through any of the following instruments: Wire transfer, Demand Draft or cheque payable at Bangalore to

be drawn in favour of Gubbi Technologies Pvt. Ltd.; Credit Card payments will attract an additional transaction fee of 2%.

(b.) Payments under INR 10,000/- may be made in cash, though cheque / DD / Bank Transfer (NEFT/RTGS) are the preferred modes.

5. Payment Terms:

For Customized Orders: Payment of 10% with the Order booking, 40% with finalization of the Design

Services/products, 50% will be expected once items are completely manufactured and ready for shipment to client's site..

6. Guidelines, Inclusions and exceptions:

- (a.) All dimensions are in millimeters (unless otherwise specified).
- (b.) Installation and transportation will not be charged for our clients within Mangalore city limits only.
- (c.) In the case of kitchens, this Quote does not include Electro domestic appliances, Granite, Dado Tiling and Plumbing fixtures (unless specified).
- (d.) While the team at MyGubbi will provide all the necessary help to guide the client on modifications that will be required on existing electrical, plumbing and civil works to accommodate the design finalized with the client, the team at MyGubbi will not be responsible for Electrical, plumbing and civil works of any kind at the site.
- (e.) In the case of appliances and plumbing fixtures, the same shall be procured by MyGubbi on your behalf and in your name and you shall alone be the sole owner thereof. In case of increase in prices prior to their purchase, 'Gubbi Technologies Pvt. Ltd.' reserves the right to collect the difference amount from the client failing which, we will cancel the same. Delivery will also depend on availability of stock.
- (f.) MyGubbi shall not be liable for taking any necessary approvals from the authorities/RWAs for any civil works extensions as may be required in the work specification.

7. Storage

- (a.) In the event of the site not being ready by the installation date; all products will be stored in our transit warehouse which is designed for short term storage only.
- (b.) The storage facilities will be provided free of charge for the first 2 weeks and thereafter INR 6,500 will be charged per kitchen per month and INR 3,250/ will be charged per bedroom set per month. The maximum period of storage shall not exceed three months.

8. Risk

In the event that the goods delivered to the installation site are handled by people outside My Gubbi's authorized personnel or in the event that the goods delivered to the installation site are mishandled by site personnel outside authorized MyGubbi's personnel or the site is not secure or the duration between delivery and installation surpasses 05 working days, title to and risk of loss of the products in such cases shall pass to client upon delivery to the installation site

9. Damages:

- (a.) Any breakage or damages before and during installation are the responsibility of MyGubbi and such parts will be replaced free of charge. In case the damaged items are small, replacement would be made within 45 days and if the items are large it would take approx. 99 days.
- (b.) Damages caused by water seepages, normal wear and tear and color changes due to climatic conditions are not covered under the MyGubbi company warranty.
- (c.) Damages caused during storage at the client's site / warehouse, where the material has been shifted; (at the request of the client) will not be covered by the warranty.
- (d.) Replacement of damaged material (post installation and handover) will be chargeable to the client.

10. Installation schedule and technical assistance:

- (a.) Schedule for installation will be informed to the client by the technical department.

(b.) Kindly contact us at 080 – 88860860 all technical assistance and trouble shooting

11. Warranty

(a.) Exactness with respect to the appearance of the final installed product compared with any previous diagrams, drawings, laminate colour samples,

computer or 3-D rendition, etcetera is not guaranteed.

(b.) The products delivered under the Service carry a limited warranty of 05 years for its 'joinery', effective from the date of invoice.

(c.) The warranty for all third-party fittings like water taps, kitchen-sink, white goods and electrical/electronic appliances, etc. procured for and on behalf of the

Client shall be applicable as per the norms specified by the particular brand/manufacturer. Please note that all such appliances shall be procured on your

behalf and in your name and you shall alone be the sole owner thereof.

(d.) If during the 05 years' warranty period the delivered product fail to operate due to defect in manufacturing, MyGubbi at its option, will either repair

or replace the product or part therein in accordance with the terms and conditions below:

(i.) All the accessories which are procured by MyGubbi carry a lifetime warranty (on a back to back basis, as assured by the respective reputed accessory manufacturer).

(ii.) MyGubbi reserves the right to charge a handling fee and/or servicing fee if a returned product is found to be not under warranty as per the conditions below:

1. Upon a product being identified by a customer as failing to operate under normal use and service, the customer will inform MyGubbi citing the failure of the condition.

2. The warranty does not cover any failure of the product arising out of normal wear and tear or due to misuse, including but not limited to use in other than normal manner in accordance with the instructions provided during the handover

3. This warranty does not cover any failure due to climate change, water-seepage, accident, modification, or adjustment, or acts of god or damage resulting from misuse.

4. This warranty does not cover failure caused by installation, modification or repair or opening of the product performed by personnel other than that of MyGubbi.

5. This warranty does not apply if products have been placed outdoors or in a humid environment or if the products have been used for non-domestic purposes

EXCEPT TO THE EXTENT OF THE WARRANTY PROVIDED IN SECTION 11(b) and (d), MYGUBBI SPECIFICALLY DISCLAIMS ALL

WARRANTIES AND INDEMNITIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING IN THE COURSE OF SERVICE OR DEALING.

12. Cancellation:

(a.) Orders/works-contracts once signed are expected to be non-cancellable.

(b.) However, if client cancels his order for any reason whatsoever once the work has commenced, then the

monies already paid by the client shall stand

forfeited and will not be refunded, and client shall be additionally liable to pay for MyGubbi's service charges (as determined by it), and for all

costs borne for materials ordered under the relevant work-contract.

(c.) If MyGubbi cancels this contract unilaterally with or without any reason, then MyGubbi's liability shall be limited up to the refund of client's entire

amount actually paid to MyGubbi.

13. Limitation of Liability:

(a.) IN NO EVENT WILL MYGUBBI OR ITS AFFILIATES, VENDORS OR SUBCONTRACTORS BE LIABLE TO THE CLIENT FOR ANY INDIRECT,

INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSSES HOWSOEVER ARISING WHETHER UNDER THIS CONTRACT, TORT (INCLUDING

NEGLIGENCE), BREACH OF STATUTORY DUTY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES.

(b.) AT ALL TIMES AND UNDER ALL CIRCUMSTANCES, MYGUBBI'S LIABILITY SHALL BE LIMITED UP TO THE REFUND OF CLIENT'S

ENTIRE AMOUNT ACTUALLY PAID TO MYGUBBI.