



# Chattels Design

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## **Terms and Conditions**

Please ensure you read the applicable terms and conditions carefully before signifying your assent here to.

### **1. SCOPE OF SERVICES**

The scope of services ("Services") provided by Chattels Design are as follows:

- Designing of home interiors.
- Provision and supply of customized home furniture; and
- Installation of the customized home furniture at your site - apartment, villa, house etc.

### **2. EXECUTION TIMELINES**

Chattels Design shall deliver and complete the installation depending upon the total value of the project as per follows:

- Lower than or equal to 15 lacs – 60 days;
- Above 15 lacs but not greater than 20 lacs – 75 days
- Above 20 lacs but not greater than 25 lacs – 90 days;
- Above 25 lacs – to be discussed and mutually agreed

For the above to be applicable, following conditions are to be met:

- The concerned party and Chattels Design sign off on the design document for the services;
- Payment of the requisite amount; and
- Ensure that the site is prepared in accordance with the 'site readiness checklist' provided to you by Chattels Design.

Please note that all the above conditions are cumulative and any condition not met may lead to delay.

However, the abovementioned timeline will not be applicable if the work includes civil work, demolition, plumbing, and other products or services, not specifically included in the quote earlier. Additionally, there could be delays than the abovementioned timelines in case of following instances:

- granite supply or installation is not undertaken by Chattels Design;
  - False ceiling and electrical point shifting;
  - Restriction on work timings or any other work restrictions imposed by the builder;
  - If there is concurrent work being done at the site by any other 3rd party contractor like Painting, Wall Paper, and Wooden Flooring or Carpentry Work during installation, and work being executed by the builder such as civil works, core-cutting, painting etc.;
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## Chattels Design

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- Any changes to designs after the order is under production or any additional order raised;
- If the concerned party is living at the house during the time of installation
- Abnormal hindrances in execution like continuous lack of power, non-working Lifts, no permission from builder, etc.;
- Any force majeure event occurs.

Some of the other instances which will fall outside the abovementioned timelines is provided below:

- Any hardware or any item found to be functionally not working. The replacements will be done free of cost based, however the timeline for replacement will depend upon the availability of product, eg.- hardware, appliances like hob and chimney, accessories, color mismatch or scratches in handles etc;
- Deep scratches found on shutters after peeling off of protective liners. While the shutters will be replaced by Chattels Design if they are not removable using polishing agents, but they are outside of timeline.
- Shade variation for the same color of shutter finish.

In case the above mentioned timeline is breached, Chattels Design will pay you compensation of INR 1,000 (Rupees one thousand) each day for every delay of block of 5 day, subject to a maximum of the value of INR 30,000. As an example, if Chattels Design handovers the project on T+6th day, the amount of compensation will be INR 5,000.

### 3. PAYMENT FOR SERVICES RENDERED

The total price payable by you for the Services ("Price") shall be as per the quotation sent to you by Chattels Design and accepted by you.

The Price shall be payable in instalments, upon reaching the following milestones:

- 10% (ten percent) of the Price shall be payable when you book the work order;
- 40% (forty percent) of the Price shall be payable within 2 working days from the time of design finalization and prior to the commencement of manufacturing by Chattels Design; (please note that the drawings will be released only post payment of this amount)
- 50% (fifty percent) of the Price shall be payable as soon as the woodwork is dispatched to your location.

In case the payment is not made as per above timelines, there will be delay in overall execution of the project and Chattels Design will not be liable for it.

### 4. WARRANTY AND DISCLAIMER OF WARRANTY

#### Scope of Warranty:

In the event of there being any manufacturing defect in any of the products ("Products") enumerated below, within the specified warranty periods following the date of delivery/installation, Chattels Design shall, at its discretion, repair or replace such Product(s) at its cost. Please refer Annexure 2 for bending details. This certificate of warranty covers the following Products:

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## Chattels Design

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- Cabinets made of laminated plywood –10(Ten) years;
- Shutters of all finishes and only block board materials –5(five) years.
- Accessories, hardware and appliances as per the manufacturer's warranty.
- False Ceiling – 1 (one) year.

In case of any other material opted other than that provided by Chattels Design under regular scope, the warranty provided by the manufacturer will be passed on and the above clause will not be applicable.

### Warranty Terms:

Chattels Design warrants to you that all Products will be free from any manufacturing defect.

- The warranty only applies if the Products are properly maintained, and used for normal domestic use.
- The warranty will not be applicable in case of resale of the Products or transfer/sale of the apartment to another party.
- The warranty period for (i) hardware; (ii) accessories (iii) appliances and (iv) lights that are used in all our Products will be the same as that offered by the original equipment manufacturer.
- If a defect is observed within the respective warranty period (as per Annexure 2 A & B), you must notify Chattels Design in writing within a period of 7 (seven) days therefrom and, upon confirmation of the defect by an authorized Chattels Design representative, Chattels Design's at its sole responsibility exercise either of the options:
  - Arrange for repair of defective Product; or
  - Arrange a replacement of defective Product.
- If Chattels Design chooses to replace a Product proved to be defective, Chattels Design shall, depending on availability, provide a replacement that is as close as possible in dimension, function and color to the defective Product. Chattels Design will not guarantee that the replacement will be exactly the same in all aspects when compared to the Product being replaced.

**This warranty is null and void if any person other than Chattels Design's authorized representative installs, repairs or alters the Products without the prior consent of Chattels Design.**

### Warranty Disclaimer:

The warranty certificate sets forth Chattels Design's sole warranty obligation with respect to the Products and is in lieu of all other warranties oral or written, express or implied. Chattels Design makes no warranty of merchantability or fitness for a particular purpose with respect to the Products and Chattels Design shall not be liable for incidental, special, consequential or other similar damages arising out of any breach of the warranty.

Chattels Design does not warrant against and is not responsible for: (i) any condition of the Product attributable to; or (ii) any damage to Products caused by any of the following:

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## Chattels Design

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- Wear and tear suffered through normal use (including scratches, dents and cuts) or damage caused by impacts or accidents;
- Rusting of channels, hinges and other metallic parts. These could be damaged due to household chemicals and sprays and hence care to be taken while using such products around hardware and accessories. These will be inspected by the manufacturer before any warranty could be claimed.
- Water leakage and seepage within the building structure and continuous dampness of the surface for commercial ply and beyond 72 hours for the BWP grade plywood (IS710).
- Degradation, discoloration, damage, fading etc. in color, grain, or texture of natural wood materials, laminates and other covering materials due to exposure to intensive or excessive light, sunlight, moisture or heat or other environmental factors;
- Use of inappropriate chemicals, detergents, abrasives or other inappropriate cleaning agents that can damage the wooden surface of the Products or rust accessories;
- Mistreatment, negligent use, misuse, insufficient or improper care (including but not limited to exposure to harsh weather conditions);
- Alterations, modifications or use of Products which is beyond or inconsistent with supplied Product instructions and/or not been authorized by Chattels Design;
- Damage or stains due to water leakage and/or seepage; or
- Damage caused by any force majeure event (such as flooding, hurricane, earthquake, lightning, etc.), environmental condition (such as air pollution, solvent exposure, mold, mildew etc.), or staining from foreign substances (such as dirt, grease, oils, sprays etc.).

The products installed by Chattels Design should not be removed, as removal of goods will cause damage to the installed products. Failure to adhere to this condition shall void the warranty provided by Chattels Design and It will not be responsible for any damage.

The service warranty will be applicable within first 6 months of installation. Post end of 6 month, after sales service will be chargeable at prevailing market rates. However, please note that no service warranty will be applicable in case any payment is pending.

### 5. LIMITATION OF LIABILITY

*IN NO EVENT WILL CHATTELS DESIGN OR ITS AFFILIATES, VENDORS OR SUBCONTRACTORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL LOSSES,.*

*CHATTELS DESIGN'S MAXIMUM LIABILITY IN RESPECT OF THE PRODUCTS / SERVICES SHALL BE LIMITED TO AND SHALL NOT EXCEED THE PRICE ACTUALLY PAID BY YOU TO CHATTELS DESIGN FOR THE RELEVANT PRODUCTS / SERVICES WHICH GAVE RISE TO THE CLAIM.*

### 6. FORCE MAJEURE

- Chattels Design shall not be liable for any failure or delay in performing its obligations hereunder due to
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## **Chattels Design**

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force majeure conditions affecting Chattels Design, including but not limited to, break down or damage of Chattels Design's machinery, shortage or non-availability of raw material components or consumables, strikes, lock-outs, war, riot, civil commotion, acts of God, or other causes beyond Chattels Design's reasonable control, provided that it notifies you of such conditions as soon as reasonably practicable and uses its best efforts to resume performance.

- In the event of there being no suitable alternative mode of effectuating the terms hereof, this engagement may be terminated upon mutually acceptable terms.

### **7. CANCELLATION POLICY**

- Neither of us may terminate this engagement. However, Chattels Design may delay or cease to provide the Services in case the Price payable remains unpaid or is delayed; in which case, Chattels Design shall have no obligation to refund the amounts already paid by you.
- After agreeing to these Terms and Conditions, in case you seek to not avail of the Services, you will forfeit all the amounts already paid by you to Chattels Design and also be liable to pay the balance of the Price agreed to be paid to Chattels Design, as due compensation for the losses that will be suffered by Chattels Design in such an eventuality and not as penalty.

### **8. GOVERNING LAW AND JURISDICTION**

The terms and conditions contained herein regarding the provision of Services, shall be governed and interpreted in accordance with the laws of India, and any dispute arising therefrom shall be submitted to the exclusive jurisdiction of the courts at Bangalore, India.

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## Chattels Design

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### Annexure 1: Site Readiness Checklist

**Please note that the below checklist is only for reference. There may be some additional points based on the condition of the site which will be discussed accordingly:**

Particulars	Yes	No
Whether all major work has been completed by the builder and handed over		
All civil work such as tile laying, painting, plastering, core cutting etc, has been completed		
Relevant clearances obtained by the builder for commencing work such security deposit, entrance form, etc.		
In case any work is sub contracted, such work should be completed. Alternatively a disclaimer should be provided that Chattels Design will not be responsible for damages caused		
Keys handed over		
Availability of power and rest room		
Availability of lifts for usage by manpower		

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## Chattels Design

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### Annexure 2 (A)

We have provided below the warranty applicable for various products supplied by us:

Item	Warranty applicable
Carcass of cabinets	10 years – warranty covers delamination, edge banding peeling. Any damage caused in MR ply due to water will not be covered
Shutters	5 years – only bend of more than 5mm will be replaced
Countertops	Silicone sealant warranty for 1 year  Any leakage due to sealant in 1st year will be attended to by Chattels Design  Granite and quartz are stones which are made of natural materials. They are susceptible to staining.
Gas piping, tiling and other civil work	No warranty
Electrical items	Manufacturer warranty on items used
Hardware (Hettich only)	Manufacturer warranty on items used
Mirror and glasses	No warranty

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## Chattels Design

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### Annexure 2 (B)

Some of the things on Shutter bends:

Bend is a natural process which occurs due to weather conditions, moisture levels in the atmosphere and usage. As an industry practice, Chattels Design permits a tolerance of 5mm for shutter bend. Any bend that is more than 5mm will be corrected by either adjustment of hinges, using magnetic catchers, dismantling of shutters and/or fixing of straighteners at the back of the shutter (at customer location or taking it back to factory).

Chattels Design follows the following terms and conditions for shutter bends:

- If the Bend  $\leq 5\text{mm}$ , no action needed there will not be any functional issue in the product
- If the Bend  $> 5\text{mm}$ , then following steps will be taken to correct the same

**Step 1:** Adjust hinges to see if bend can be brought to within the tolerance limit of 5mm. If deemed necessary, fix magnetic catchers to tighten the ends.

**Step 2:** If STEP 1 doesn't bring the bend within 5mm, then remove shutter and bring it to the factory to correct the bend.

**Step 3:** If none of the steps working, replace the shutter

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