

**PART B****(Project Completion Report for Grid-Connected Rooftop)****Installation Details**

Category of the customer:		Sub Category of the Customer :	
Name of the plant owner:			
Mobile :		Email :	
Address of Installation :		PIN Code of Installation Address :	
State of Installation Address :		District of Installation Address:	
Project Model (CAPEX/RESCO):			
Date of Commissioning of the plant:		Total Cost of Installation (Rs.):	
Whether installation is (Rooftop only/ Rooftop plus ground)			
Plant Capacity (kWp) (Rooftop only)		Plant Capacity(kWp) (Ground only)	
Total plant capacity(kWp)			

**Installed Project Latitude -Longitude Info**

Latitude:	
Longitude:	

**Upload Documents**

- 1) Photo of Installed plant  
(File Format accepts only: JPG, JPEG, PNG and Maximum Size: 2Mb)
- 2) Electricity DisCom Bill  
(File Format accepts only: Pdf and Maximum Size: 1Mb)

**C E R T I F I C A T E**

It is certified that there is no return voltage from the inverter to the meter when incoming grid supply is switched off.

It is further certified that the protective equipment is installed and functioning as prescribed.

The above Solar Rooftop PV system was synchronized as per DISCOM guidelines and the performance of the above plant is satisfactory. The date of synchronization of the plant is \_\_\_\_\_.

**Vendor Signature  
(with stamp)**

**Eligible Consumer    ADE/M&P\_\_\_\_\_ADE/Op\_\_\_\_\_**

**ANNEXURE-IV**

**Work Completion Report for Synchronization of Rooftop Solar PV System**  
**(To be submitted by Eligible Consumer/Applicant)**

<b>A</b>	<b>Applicant/Consumer Details</b>	
1	Net Meter Registration Number	
2	Registration Date	
3	Name of the applicant	
4	Service Number	
5	Category	
6	Load in kW	
<b>B</b>	<b>Vendor of the Rooftop Solar PV System Details:</b>	
1	Name of Vendor	
	<b>Address:</b>	
2	Door.No.	
3	Street	
4	City/Village	
5	Mandal	
6	Pin Code	
7	Phone	
8	Mobile	
9	Email ID	
<b>C</b>	<b>Solar PV Module Details:</b>	
1	Make	
2	Serial number	
3	Type of module	
4	Capacity of each module	
5	Number of modules	
6	Total capacity	
<b>D</b>	<b>Grid Tie Inverter / Connector</b>	
1	Make	
2	Serial number	
3	Capacity	
4	Input voltage	
5	Output voltage	
6	If grid supply fails, no return supply to the grid (Yes or No)	
<b>E</b>	<b>Details of protective system available</b> (Commission shall be done only on availability of the above)	
<b>F</b>	CEIG Approval Ref Number (Rooftop Solar PV System having the capacity in excess of 75 kW)	

Encl.:- Connected SPV generator Single line diagram, CEIG Approval copy

**Vendor Signature(with Stamp)**

**Eligible Consumer  
Signature**

**ANNEXURE-V(b)**  
**LT NET METER Solar Rooftop PV system Synchronization Report /Test Report**

<b>A</b>	<b><u>Applicant Details</u></b>	
1	Net Meter Registration Number	
2	Registration Date	
3	Name of the applicant	
4	Service Number	
5	Category	
6	Load	
7	Distribution/Section	
8	Pole number	
9	Address	
10	Mobile No	
<b>B</b>	<b><u>Old Meter Details</u></b>	
1	Meter make	
2	Serial number	
3	Capacity	
4	MF	
5	Final reading	
	i) kWh	
	ii) kVAh	
6	Date of replacement	
<b>C</b>	<b><u>New Net Meter Details</u></b>	
1	Meter make	
2	Serial number	
3	Capacity	
4	Meter constant	
5	Initial reading (Tri vector parameters)	
	i) Import (kWh/kVAh)	_____ kWh, _____ kVAh
	ii) Export (kWh/kVAh)	_____ kWh, _____ kVAh
<b>D</b>	<b><u>Details of protective system available</u></b> (Commissioning shall be done only on availability of the protective equipment)	

**C E R T I F I C A T E**

It is certified that there is no return voltage from the inverter to the meter when incoming grid supply is switched off.

It is further certified that the protective equipment is installed and functioning as prescribed. The above Solar Rooftop PV system was synchronized as per DISCOM guidelines and the performance of the above plant is satisfactory. The date of synchronization of the plant is \_\_\_\_\_.

**Vendor Signature**  
(with stamp)

**Eligible Consumer**    **ADE/M&P**\_\_\_\_\_ **ADE/Op**\_\_\_\_\_

### **ANNEXURE-III**

**(on non-judicial stamp paper worth Rs.200/-)**

#### **Net Metering Connection Agreement**

This Agreement executed and entered on this \_\_\_\_ (day) of \_\_\_\_ (month) \_\_\_\_ (year), between M/s / Mr. / Mrs. \_\_\_\_\_ S/o / D/o / W/o. \_\_\_\_\_ which means their/ his/its /theirs, successors as FIRST PARTY herein after called as “Eligible Consumer” and the Southern Power Distribution Company of Telangana Limited, a DISCOM incorporated under the provisions of Companies Act 1956 (which means its authorized representatives assigns, executors and its successors) as SECOND PARTY, herein after called the “DISCOM”).

Whereas, the Eligible Consumer has applied to the DISCOM for approval of a Net Metering arrangement at Sy.No./D.No \_\_\_\_\_ (V), \_\_\_\_\_ (M) having electrical Service Connection No. \_\_\_\_\_ under TSERC (Net Metering Rooftop Solar PV Grid Interactive System) Regulation No. 06 of 2016, dated 16.11.2016, which is effective from the date of its notification in the official gazette i.e., 23.11.2016.

And whereas, DISCOM agrees to provide grid connectivity to the Eligible Consumer for injection of electricity generated from the Rooftop Solar PV System of capacity \_\_\_\_\_ kilowatts into the grid of DISCOM at \_\_\_\_\_ (Voltage level), as per conditions of this agreement.

Any modification/ amendment in the Regulation made shall be applicable and corresponding amendment(s) shall be effective to this agreement from time to time.

Both the parties hereby agree to as follows:

#### **1. Governing Provisions**

We hereby undertake to comply with all the requirements of the Electricity Act, 2003, the Rules and Regulations framed there under, provisions of the tariffs, applicable Charges and the General Terms and Conditions of Supply approved by the Telangana State Electricity Regulatory Commission herein after called as “Commission” from time to time and agree not to dispute the same.

#### **2. Net metering facility**

- i) Eligible Consumer will generate solar power for self consumption and feed excess power into the grid of DISCOM.
- ii) In the premises of Eligible Consumer, a meter will be installed by DISCOM having the feature of recording both the import and export values, besides complying with other parameters notified in CEA metering regulations and TRANSCO/DISCOM procedures for arriving net energy for the billing period.

### **3. Safety**

- 3.1 The Eligible Consumer shall be responsible for safe operation, maintenance and rectification of defects in system upto the interconnection point beyond which the responsibility of safe operation, maintenance and rectification of any defect in the system including the net meter shall rest with the DISCOM.
- 3.2 The Eligible Consumer shall be solely responsible for any accident to human being or animals (fatal / non-fatal / departmental / non-departmental) that may occur due to back feeding from the Rooftop Solar PV System when the grid supply is off. The DISCOM reserves the right to disconnect the consumer's installation at any time to prevent any accident or damage to men and material. The DISCOM shall not be responsible to pay any ex-gratia on account of fatal accidents or non-fatal accidents occurring on account of the Rooftop Solar PV System in the premises of the eligible consumer.
- 3.3 The Eligible Developer shall strictly adhere to the standards specified by CEA/MNRE and installations of electrical equipment must comply with Indian Electricity rules, 1956 and also to follow power quality measures as per International or Indian standards and/or other such measures provided in Clause 8 of TSERC (Net Metering Rooftop Solar PV Grid Interactive System) Regulation No. 06 of 2016 and any modification/ amendment to the regulation from time to time.

### **4. Access and Disconnection**

- 4.1 The DISCOM's personnel may enter the Eligible Consumer's premises to inspect the Eligible Consumer's protective devices and read or test the meter at any time.
- 4.2 The DISCOM shall have the right to disconnect the Rooftop Solar PV System of an eligible consumer from its system at any time on the following situations / conditions:
  - (i). Emergencies or maintenance requirement of DISCOM's electric system;
  - (ii). Hazardous conditions existing on the DISCOM's system due to operation of the Rooftop Solar PV System or the protective equipment, as determined by the DISCOM /TRANSCO / State Load Dispatch Centre (SLDC);
  - (iii). Adverse electrical effects, such as power quality problems, on the electrical equipment of other consumers of the DISCOM caused by the Rooftop Solar PV System as determined by the DISCOM.

### **5. Clearances and Approvals**

- 5.1 The Solar power produced shall be injected in to the grid of DISCOM only after obtaining prior approval from competent authority of DISCOM and meeting all the requirements of departmental standards, viz., protection switchgear, metering, feasibility approval etc.

- 5.2 The Eligible Consumer shall not commence parallel operation of the net metering facility until the Eligible Consumer has received approval to operate from the competent authority of DISCOM.
- 5.3 The Eligible Consumer shall insure and get the statutory approvals for more than 75KW from appropriate safety authority (CEIG) of the connected electrical equipment and solar panels before plant energization. Solar PV System having capacity up to 75 KW shall be inspected, tested and self certified by the eligible consumer with regard to the safety and protection.
- 5.4 The Eligible Consumer shall install any additional equipment or additional Solar panels after obtaining prior permission in writing from the DISCOM, failing which, the DISCOM may cancel the Net Metering Agreement after giving an opportunity in writing

## **6. Date of enforceability of the Agreement**

This agreement will be in a force for a period of 25 years from the date of connection of the Rooftop Solar PV system with the Grid, after meeting all the requirements by the Eligible Consumer under the conditions of this Agreement and in accordance with the Regulation No.6 of 2016 and its future amendments, if any

## **7. Settlement of energy charges**

The accounting of electricity exported and imported by the Eligible Consumer shall become effective from the date of connectivity of the Roof-top Solar PV System with the distribution grid of the DISCOM.

- 7.1 if the quantum of electricity exported exceeds the quantum imported during the Billing Period, the excess quantum shall be carried forward to the next Billing Period as credited Units of electricity and the eligible consumer shall get a monthly minimum bill; if the quantum of electricity Units imported by the Eligible Consumer during any Billing Period exceeds the quantum exported, the DISCOM shall raise its invoice for the net electricity consumption after adjusting the credited Units of electricity as per applicable retail supply tariff decided by regulatory commission to the concerned DISCOM
- 7.2 The unadjusted net credited Units of electricity shall be settled by the DISCOM twice in a year viz., in June and December. The net export units credited for the six month period shall be settled at its average cost of power purchase as approved by the Commission for that year or as mentioned in clause no.10.3 of TSERC (Net Metering Rooftop Solar PV Grid Interactive System) Regulation No. 06 of 2016 and any modification/ amendment to the regulation from time to time. The sum so arrived shall be either adjusted in the next month electricity bill or deposited in the bank account of the eligible consumer furnished to the DISCOM at the time of filing of the application. Provided that at the beginning of each of the Settlement Period, the cumulative quantum of injected electricity carried forward shall be re-set to zero.
- 7.3 The payment for excess units injected into grid will be made effective from the date of connectivity with the grid till the validity of this agreement.

- 7.4 In case the applicable tariff provides for billing on kVAh basis, the net drawl or injection of energy shall also be measured in kVAh.
- 7.5 When an eligible consumer cancels the Net metering Agreement entered into with the DISCOM after giving a month's notice, then, unused electricity credits shall be paid at a rate of Rs 0.50/kWh by the DISCOM or at a rate as notified by the Commission from time to time and ceases to be an eligible consumer thereafter.

## **8. Metering Arrangement**

The installation of meters including CTs & PTs, wherever applicable, shall be carried out as per the departmental procedures in vogue with prior permission of DISCOMs. The Eligible Consumer shall bear the entire cost of CTs & PTs including its accessories. The DISCOM will provide the Net Meter at the Eligible Consumer premises as per Clause 9.2 of TSERC (Net Metering Rooftop Solar PV Grid Interactive System) Regulation No. 06 of 2016 and any modification/ amendment to the regulation from time to time

## **9. Standards for Solar panels**

- 9.1 The Solar PV panels proposed to be installed shall meet the requirements of Indian as well as IEC standards and also to follow power quality measures as per International or Indian standards and/or other such measures provided in Clause 8 of TSERC (Net Metering Rooftop Solar PV Grid Interactive System) Regulation No. 06 of 2016 and any modification/ amendment to the regulation from time to time. Further, the documentary evidence proving the prescribed standards has to be furnished by Eligible Consumer to the competent authority of DISCOM before commencing the plant into operation.
- 9.2 The DISCOM on inspection at the time of according of permission to install the net metering arrangement or at any time thereafter, finds that, the eligible consumer has installed equipment not confirming to the standards published by the International Electro-technical Commission (IEC) or Bureau of Indian Standards (BIS) as a part of the net metering arrangement in the consumer's premises, the vendor of the equipment shall be blacklisted
- 9.3 Further, the DISCOM reserves the right to withdraw the permission to the net metering arrangement and cancel the net metering agreement with the eligible consumer after giving an opportunity in writing.

## **10. Interruption or Reduction of delivery**

The DISCOM shall not be obligated to accept and may require Eligible Consumer to interrupt or reduce deliveries when necessary in order to construct, install, repair, replace, remove, investigate, or inspect any of its equipment or part of its system; or if it reasonably determines that curtailment, interruption, or reduction is necessary because of emergencies, forced outages or compliance with prudent electrical practices. Whenever possible, the DISCOM shall give the Eligible

Consumer reasonable notice of the possibility that interruption or reduction of deliveries may be required.

#### **11. Obligation of Consumer to pay all charges levied by DISCOM**

- 11.1 The Eligible Consumer shall abide by the rules and shall pay the Maximum Demand Charges, energy charges, surcharges and other charges, if any, to the DISCOM in accordance with the notified Tariff besides the applicability of the General Terms and Conditions of Supply prescribed by the TSERC from time to time.
- 11.2 The Eligible Consumer shall pay the minimum charges every month as prescribed in retail supply Tariff and as per General Terms and Conditions of supply, even if no electricity is consumed for any reason whatsoever and also if the charges for electricity actually consumed are less than the minimum charges.

#### **12. Theft of electricity or unauthorised use of electricity**

Eligible Consumer, found indulging in theft of electricity or unauthorized use of electricity shall pay the penal/additional charges as may be levied by the DISCOM besides disconnection of supply as per the provisions of IE Act 2003 and General Terms and Conditions of supply.

#### **13. Termination of the Agreement**

- 13.1 In case the LT/HT Agreement for Supply of an Eligible Consumer gets terminated then the Net Metering Connection Agreement deems to be terminated.
- 13.2 The agreement will be terminated only after its completion period until all the safety standards are adhered to. The DISCOM has the right to terminate the agreement on breaching of any of the rules agreed upon with one month notice. If Eligible Consumer intends to pre close or terminate the agreement, Eligible Consumer may do so with 1 (one) month prior notice.

#### **14. Dispute Resolution**

The Eligible Consumer shall have recourse, in case of any dispute with the DISCOM regarding the billing, to the mechanism specified in sub-Sections (5) to (7) of Section 42 of the Act for the redressal of grievances.

Signature of Eligible Consumer

Date:

Witness

Signature:

Name & Address:

Date:

Competent Authority from Discom

(with stamp)

Date:

Witness

Signature:

Name & Address:

Date:



## Model Agreement

### Between

#### **Applicant and the registered/empanelled Vendor for installation of rooftop solar system in residential house of the Applicant under simplified procedure of Rooftop Solar Programme Ph-II**

This agreement is executed on -----(Day)----- (Month)----- (Year) for design, installation, commissioning and five years comprehensive maintenance of rooftop solar system to be installed under simplified procedure of Rooftop Solar Programme Ph-II.

### **Between**

.....(Name of Applicant) having residential electricity connection with consumer number \_\_\_\_\_ from \_\_\_\_\_ (DISCOM) at .....(hereinafter referred as Applicant).

### **And**

.....(Name of Vendor) is registered/ empanelled with the \_\_\_\_\_ (hereinafter referred as DISCOM) and is having registered/functional office at .....(hereinafter referred as Vendor).

Both Applicant and the Vendor are jointly referred as Parties.

### **Whereas**

- The Applicant intends to install rooftop solar system under simplified procedure of Rooftop Solar Programme Ph-II of the MNRE.
- The Vendor is registered/empanelled vendor with DISCOM for installation of rooftop solar under MNRE Schemes. The Vendor satisfies all the existing regulation pertaining to electrical safety and license in the respective state and it is not debarred or blacklisted from undertaking any such installations by any state/central Government agency.
- Both the parties are mutually agreed and understand their roles and responsibilities and have no liability to any other agency/firm/stakeholder especially to DISCOM and MNRE.

### **1. GENERAL TERMS:**

- 1.1. The Applicant hereby represents and warrants that the Applicant has the sole legal capacity to enter into this Agreement and authorise the construction, installation and commissioning of the Rooftop Solar System (“**RTS System**”) which is inclusive of Balance of System (“**BoS**”) on the Applicant’s premises (“**Applicant Site**”). The Vendor reserves its right to verify ownership of the Applicant Site and Applicant covenants to co-operate and provide all information and documentation required by the Vendor for the same.
- 1.2. Vendor may propose changes to the scope, nature and or schedule of the services being performed under this Agreement. All proposed changes must be mutually agreed between the Parties. If Parties fail to agree on the variation proposed, either Party may terminate this Agreement by serving notice as per Clause 13.
- 1.3. The Applicant understands and agrees that future changes in load, electricity usage patterns and/or electricity tariffs may affect the economics of the RTS System and these factors have not been and cannot be considered in any analysis or quotation provided by Vendor or its Authorized Persons (*defined below*).

### **2. RTS System**

- 2.1. Total capacity of RTS System will be minimum \_\_\_\_\_ kWp.
- 2.2. The Solar modules, inverters and BoS will conform to minimum specifications and DCR requirement of MNRE.
- 2.3. Solar modules of \_\_\_\_\_ make, \_\_\_\_\_ model, \_\_\_\_\_ Wp capacity each and \_\_\_\_\_ % efficiency will be procured and installed by the Vendor

- 2.4. Solar inverter of \_\_\_\_\_ make, \_\_\_\_\_ model, \_\_\_\_\_ kW rated output capacity will be procured and installed by the Vendor
- 2.5. Module mounting structure has to withstand minimum wind load pressure as specified by MNRE.
- 2.6. Other BoS installations shall be as per best industry practice with all safety and protection gears installed by the vendor.

### **3. PRICE AND PAYMENT TERMS**

3.1. The cost of RTS System will be Rs. \_\_\_\_\_. The Applicant shall pay the total cost to the Vendor as under:

- (i) XX% as an advance on confirmation of the order;
  - (ii) XX% against Proforma Invoice (PI) before dispatch of solar panels, inverters and other BoS items to be delivered;
  - (iii) XX% after installation and commissioning of the RTS System.
- 3.2. The order value and payment terms are fixed and will not be subject to any adjustment except as approved in writing by Vendor. The payment shall be made only through bankers' cheque / NEFT / RTGS / online payment portal as intimated by Vendor. No cash payments shall be accepted by Vendor or its Authorised Person.

### **4. REPRESENTATIONS MADE BY THE APPLICANT:**

The Applicant acknowledges and agrees that:

- 4.1. any timeline or schedule shared by Vendor for the provision of services and delivery of the RTS System is only an estimate and Vendor will not be liable for any delay that is not attributable to Vendor;
- 4.2. all information disclosed by the Applicant to Vendor in connection with the supply of the RTS System (or any part thereof), services and generation estimation (including, without limitation, the load profile and power bill) are true and accurate, and acknowledges that Vendor has relied on the information produced by the Applicant to customise the RTS System layout and BoS design for the purposes of this Agreement;
- 4.3. all descriptive specifications, illustrations, drawings, data, dimensions, quotation, fact sheets, price lists and any advertising material circulated/published/provided by Vendor are approximate only;
- 4.4. any drawings, pre-feasibility report, specifications and plans composed by Vendor shall require the Applicant's approval within 5 (five) days of its receipt by electronic mail to Vendor and if the Applicant does not respond within this period, the drawings, specifications or plans shall be final and deemed to have been approved by the Applicant;
- 4.5. the Applicant shall not use the RTS System or any part thereof, other than in accordance with the product manufacturer's specifications, and covenants that any risk arising from misuse or/and misappropriate use shall be to the account of the Applicant alone.
- 4.6. The Applicant represents, warrants and covenants that:
- (i) all electrical and plumbing infrastructure at the Applicant Site are in conformity with applicable laws;
  - (ii) the Applicant has the legal capacity to permit unfettered access to Vendor and its Authorized Persons for the purposes of execution and performance of this Agreement;
  - (iii) the Applicant has and will provide requisite power, water and other requisite resources and storage facilities for construction, installation, operation and maintenance of the RTS System;
  - (iv) the Applicant will provide support for site fabrication of structure, assembly and fitting of module mounting structure at Applicant Site;
  - (v) the Applicant will ensure that the Applicant Site is shadow free and free of all encumbrances during the lifetime of the RTS System;
  - (vi) Applicant should ensure that the Applicant regularly cleans and ensures accessibility and safety to the RTS System, as required by Vendor and dusting frequency in the premises.

- (vii) Vendor is entitled to permit geo-tagging of the Applicant Site as a Vendor installation site;
- (viii) Unless otherwise intimated by the Applicant in writing, Vendor is entitled to take photographs, videos and testimonials of the Applicant and the Applicant Site, and to create content which will become the property of Vendor and the same can be freely used by Vendor as part of its promotional and marketing activities across all platforms as it deems fit;
- (ix) the Applicant validates the stability of the Applicant Site for the installation of the RTS System.

## **5. MAINTENANCE:**

- 5.1. Vendor shall provide five-year free workmanship maintenance. Vendor shall visit the Applicant's premises at least once every quarter after commissioning of the RTS System for maintenance purposes.
- 5.2. During such maintenance visit, Vendor shall check all nuts and bolts, fuses, earth resistance and other consumables in respect of the RTS System to ensure that it is in good working condition.
- 5.3. Cleaning requirement/expectation from the Applicant side – Applicant responsibility, minimum expectation from Applicant that it will be cleaned regularly as per the dusting frequency.

## **6. ACCESS AND RIGHT OF ENTRY:**

- 6.1. The Applicant hereby grants permission to Vendor and its authorized personnel, representatives, associates, officers, employees, financing agents, subcontractors (“**Authorized Persons**”) to enter the Applicant Site for the purposes of:
  - (a) conducting feasibility study;
  - (b) storing the RTS System/any part thereof;
  - (c) installing the RTS System;
  - (d) inspecting the RTS System;
  - (e) conducting repairs and maintenance to the RTS System;
  - (f) removing the RTS System (or any part thereof), if necessary for any reason whatsoever;
  - (g) Such other matters as necessary to execute and perform its rights and obligations under this Agreement.
- 6.2. The Applicant shall ensure that third-party consents necessary for the Authorized Persons to access the Applicant Site are obtained prior to commencement of services under this Agreement.

## **7. WARRANTIES:**

- 7.1. Product Warranty: The Applicant shall be entitled to manufacturers' warranty. Any warranty in relation to RTS System supplied to the Applicant by Vendor under this Agreement is limited to the warranty given by the manufacturer of the RTS System (or any part thereof) to Vendor.
- 7.2. Installation Warranty: Vendor warrants that all installations shall be free from workmanship defects or BOS defects for a period of five years from the date of installation of the RTS System. The warranty is limited to Vendor rectifying the workmanship or BOS defects at Vendor's expense in respect of those defects reported by the Applicant, in writing. The Applicant is obliged and liable to report such defects within 15 (fifteen) days of occurrence of such defect.
- 7.3. Subject to manufacturer warranty, Vendor warrants that the solar modules supplied herein shall have tolerance within a five percentage range (+/-5%). The peak-power point voltage and the peak-power point current of any supplied solar module and/or any module string (series connected modules) shall not vary by more than 5% (five percent) from the respective arithmetic means for all modules and/or for all module strings, as the case may be, provided

the RTS System is properly maintained and the Applicant Site is free from shadow at the time of operation of the RTS System.

**7.4. Exceptions for warranty:**

- (a) Any attempt by any person other than Vendor or its Authorised Persons to adjust, modify, repair or provide maintenance to the RTS System, shall disentitle the Applicant of the warranty provided by Vendor hereunder.
- (b) Vendor shall not be liable for any degeneration or damage to the RTS System due to any action or inaction on the part of the Applicant.
- (c) Vendor shall not be bound or liable to remedy any damage, fault, failure or malfunction of the RTS System owing to external causes, including but not limited to accidents, misuse, neglect, if usage and/or storage and/or installation are non-confirming to product instructions, modifications by the Applicant leading to shading or accessibility issues, failure to perform required maintenance, normal wear and tear, Force Majeure Event, or negligence or default attributable to the Applicant.
- (d) Vendor shall not be liable to repair or remedy any accessories or parts added to the RTS System that were not originally sourced by Vendor to the Applicant.

**8. PERFORMANCE GUARANTEE**

- 8.1.** Vendor guarantees minimum system performance ratio of 75% as per performance ratio test carried out in adherence to IEC 61724 or equivalent BIS for a period of five years.

**9. INSURANCE:**

- 9.1.** Vendor may, at its sole discretion, obtain insurance covering risks of loss/damage to the RTS System (any part thereof) during transit from Vendor's warehouse until delivery to the Applicant Site and until installation and commissioning.
- 9.2.** Thereafter, all risk shall pass on to the Applicant and the Applicant may accordingly procure relevant insurances.

**10. CANCELLATION:**

- 10.1.** The Applicant may cancel the order placed on Vendor within 7 (seven) days from the date of remittance of advance money or the date of order acceptance, whichever is earlier ("**Order Confirmation**") by serving notice as per Clause 13.
- 10.2.** If the Applicant cancels the order after the expiry of 7 (seven) days from the date of Order Form, the Applicant shall be liable to pay Vendor, a cancellation fee of XX% of the total order value *plus* costs and expenses incurred by Vendor, including, costs for labour, design, return of products, administrative costs, subvention costs.
- 10.3.** Notwithstanding the aforesaid, the Applicant shall not be entitled to cancel the Order Form after Vendor has dispatched the RTS System (or any part thereof, including BOS) to the Applicant Site. If Applicant chooses to terminate the Order Form after dispatch, the entire amount paid by the Applicant till date, shall be forfeited by Vendor.

**11. LIMITATION OF LIABILITY AND INDEMNITY:**

- 11.1.** To the extent that terms implied by law apply to the RTS System and the services rendered under this Agreement, Vendor's liability for any breach of those terms is limited to:
- (a) repairing or replacing the RTS System/any part thereof, as applicable; or
  - (b) Refund of the moneys paid by the Applicant to Vendor, if Vendor cannot fulfil the order.

**12. SUSPENSION AND TERMINATION:**

- 12.1.** If the Applicant fails to pay any sum due under this Agreement on the due date, Vendor may, in addition to its other rights under this Agreement, suspend its obligations under this Agreement until all outstanding amounts (including interest due) are paid.

**13. NOTICES:** Any notice or other communication under this Agreement to Vendor and or to the Applicant, shall be in writing, in English language and shall be delivered or sent: (a) by electronic mail and/or (b) by hand delivery or registered post/courier, at the registered address of Applicant/Vendor.

**14. FORCE MAJEURE EVENT:**

**14.1.** Neither Party shall be in default due to any delay or failure to perform its/his/her/their obligations under this Agreement which arises from or is a consequence of occurrence of an event which is beyond the reasonable control of such Party, and which makes performance of its/his/her/their obligations under this Agreement impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, pandemic, epidemic, embargo, strikes, lockouts, labour difficulties, other industrial action, acts of government, unavailability of equipment from vendor, changes requested by the Applicant (“**Force Majeure Event**”).

**15. GOVERNING LAW AND DISPUTE RESOLUTION:**

**15.1.** The interpretation and enforcement of this Agreement shall be governed by the laws of India

**15.2.** In the event of any dispute, controversy or difference between the Parties arising out of, or relating to this Agreement (“**Dispute**”), both Parties shall make an effort to resolve the Dispute in good faith, failing which, any Party to the Dispute shall be entitled to refer the Dispute to arbitration to resolve the Dispute in the manner set out in this Clause. The rights and obligations of the Parties under this Agreement shall remain in full force and effect pending the award in such arbitration proceeding.

**15.3.** The arbitration proceeding shall be governed by the provisions of the Arbitration and Conciliation Act, 1996 and shall be settled by a sole arbitrator mutually appointed by the Parties.

(Applicant)

(Vendor)

Witness

1.

2.