## **Quotation - Material**

### **ORWINS**

22-S-14, Ashok Udhyaan, Main Pal Road, Jodhpur Rajasthan India 342006

Tel.: 9414570542 / Dealer Code: 145718 Email: orwins@fenestadealers.com



То	Deliver to
BAJAJ REAL STATE 99, TILAK NAGAR NEAR BADLA,, JODHPUR JODHPUR RAJASTHAN INDIA 342001 Tel. 8003856112 Email REAL STATE32BAJAJ@GMAIL.COM	99, TILAK NAGAR NEAR BADLA,, JODHPUR JODHPUR RAJASTHAN INDIA 342001

Quote No.	Quote Date	Print Date	Modified On	Valid upto	Responsible	Comment (D)
M/Q0927909	3/15/2024	4/30/2024	4/30/2024	5/28/2024	HARSH	DHARMICHAND JAIN FINAL

Dear Sir/Mam,

We are delighted that you are considering Fenesta windows and doors for your premises. Fenesta has gained rapid acceptance across all cities of India for the overwhelming advantage of better protection from noise, heat, rain, dust and pollution.

In drawing this proposal, it has been our endeavour to suggest designs which would enhance your comfort and aesthetics from inside and improve the facade of the building.

Fenesta has a well-established service network to deliver seamless service at your doorstep. Our offer comprises of the following in enclosure for your kind perusal:

- a) Window / Door are designed for 672 Pa.
- b) Window design, specification and value
- c) Terms and conditions of Contract
- d) Floor Plan and Route map to site

We now look forward to be of service to you.

For ORWINS.

Mr.Harshwardhan Lakhani (\*) +91-9414570542





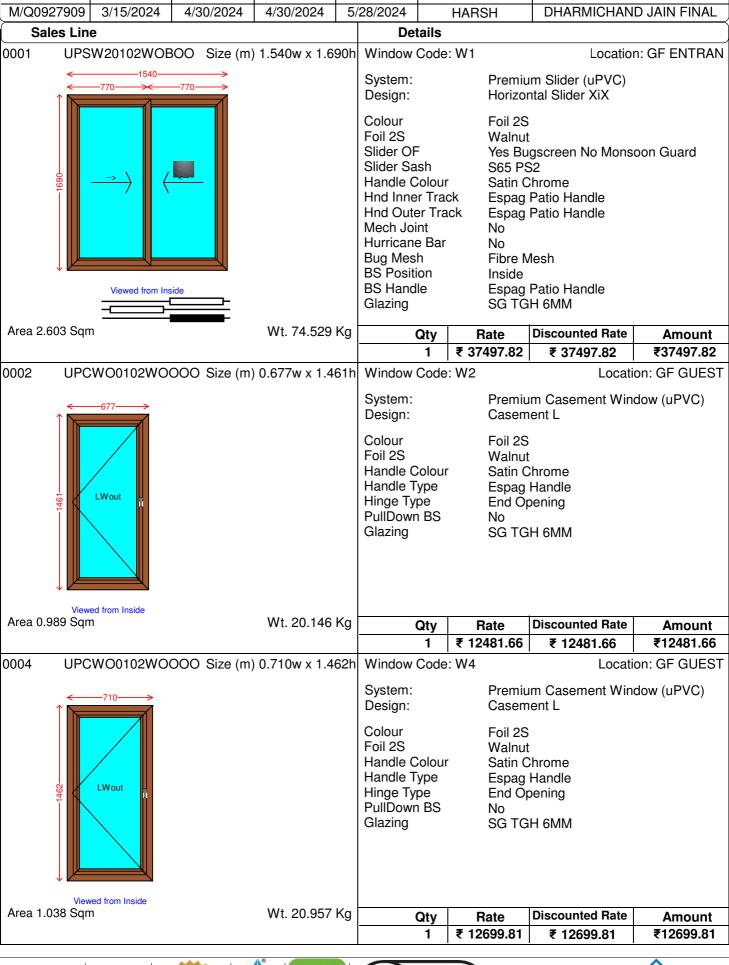












Valid upto

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Comment (D)



Quote No.

**Quote Date** 

Print Date | Modified On



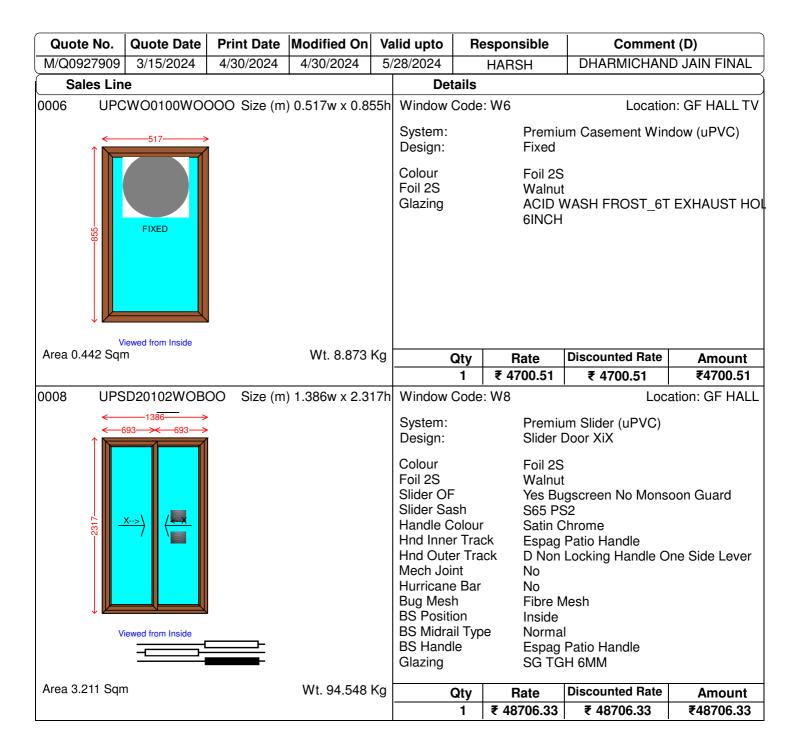
















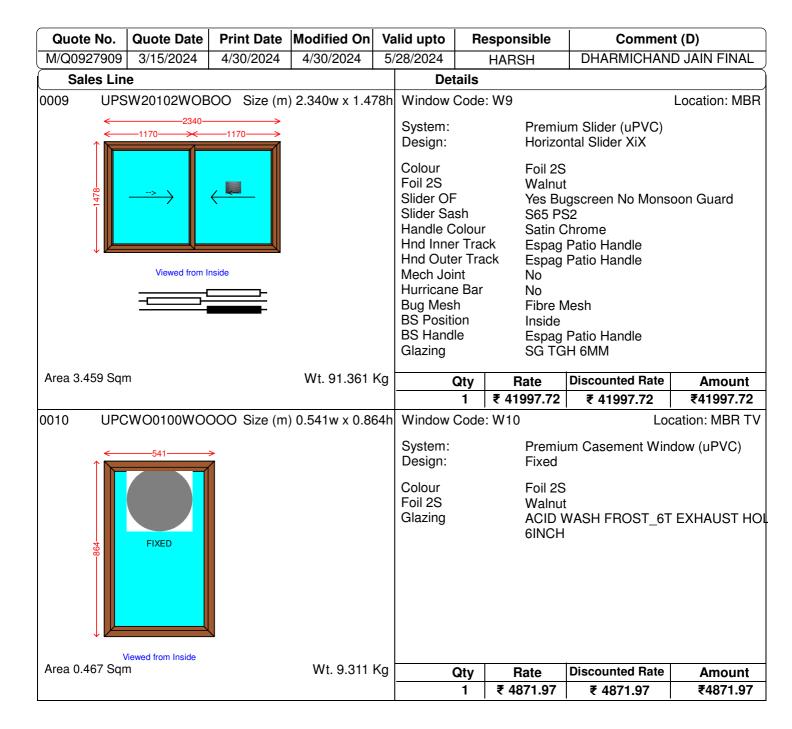
















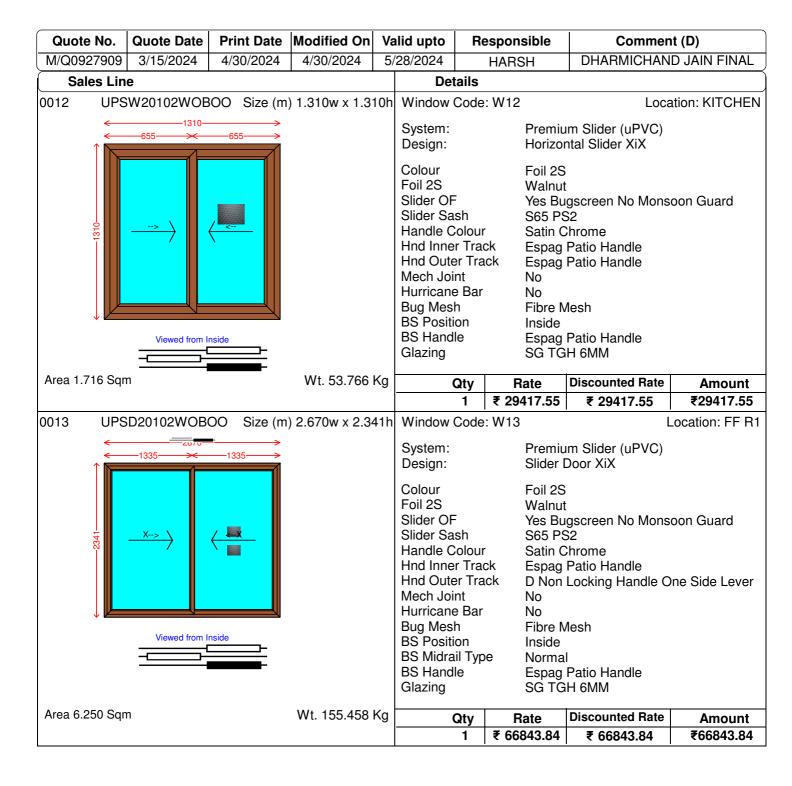
















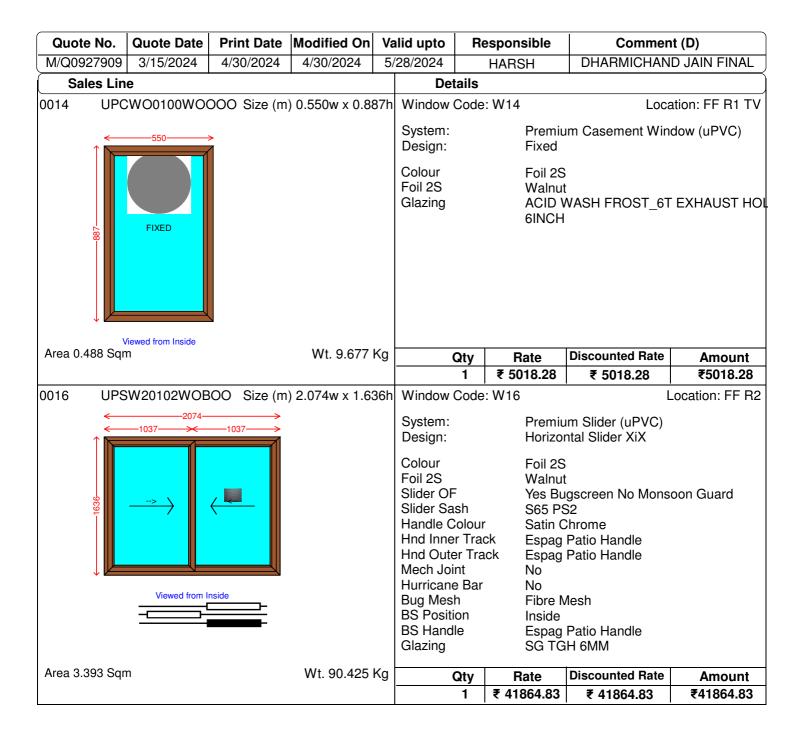
















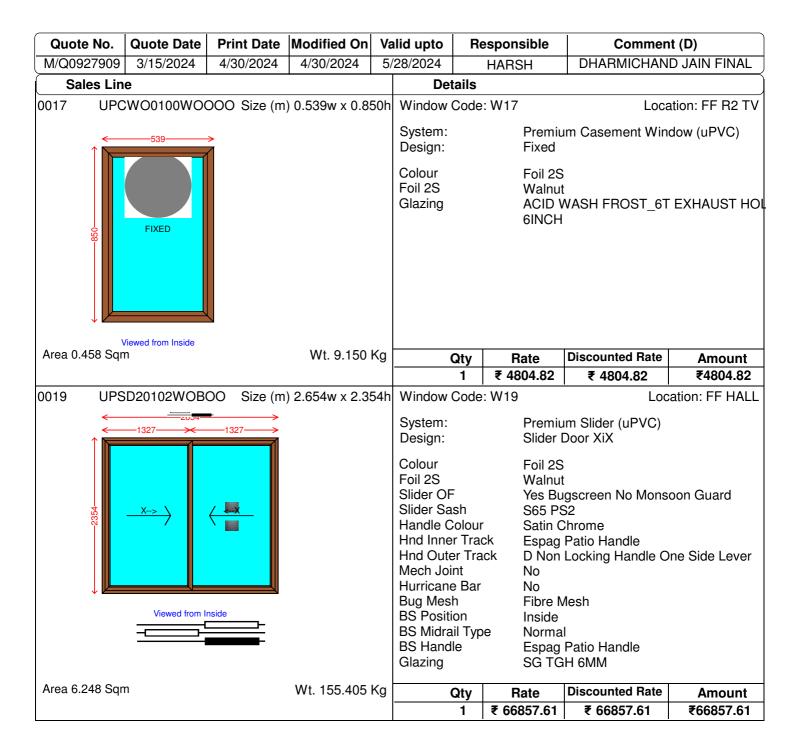
















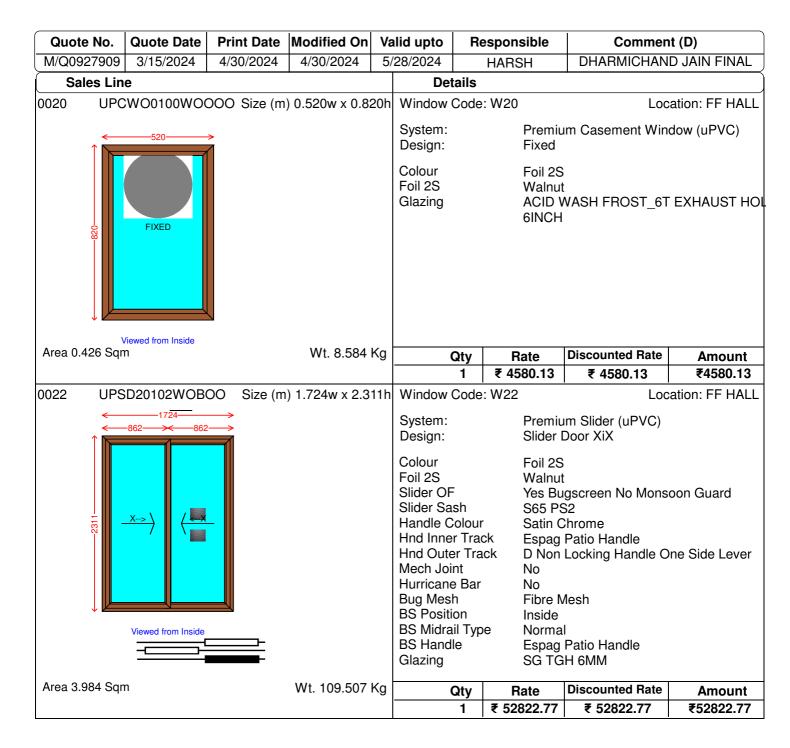
















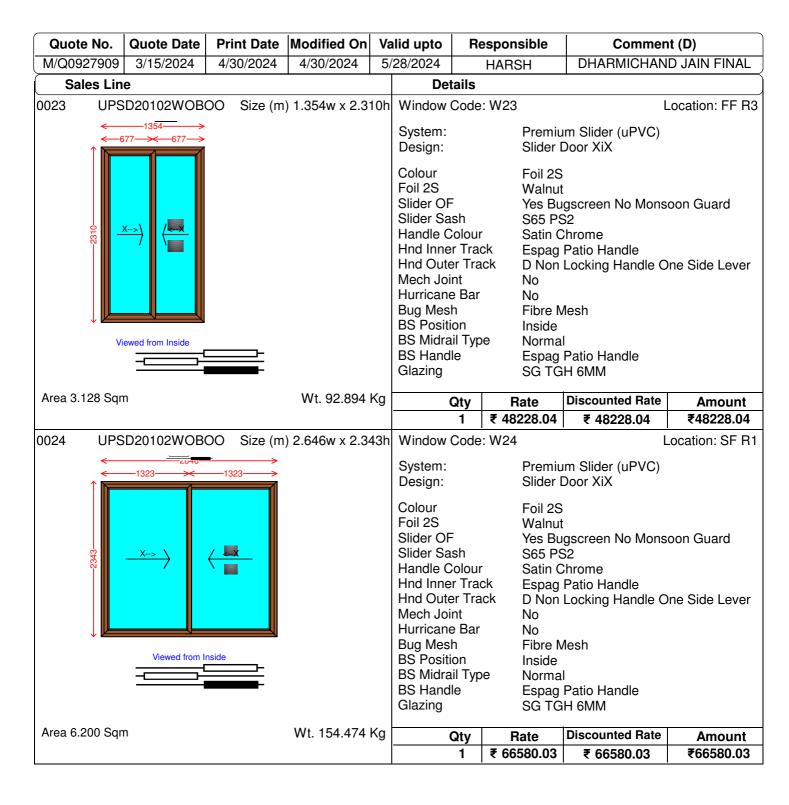
















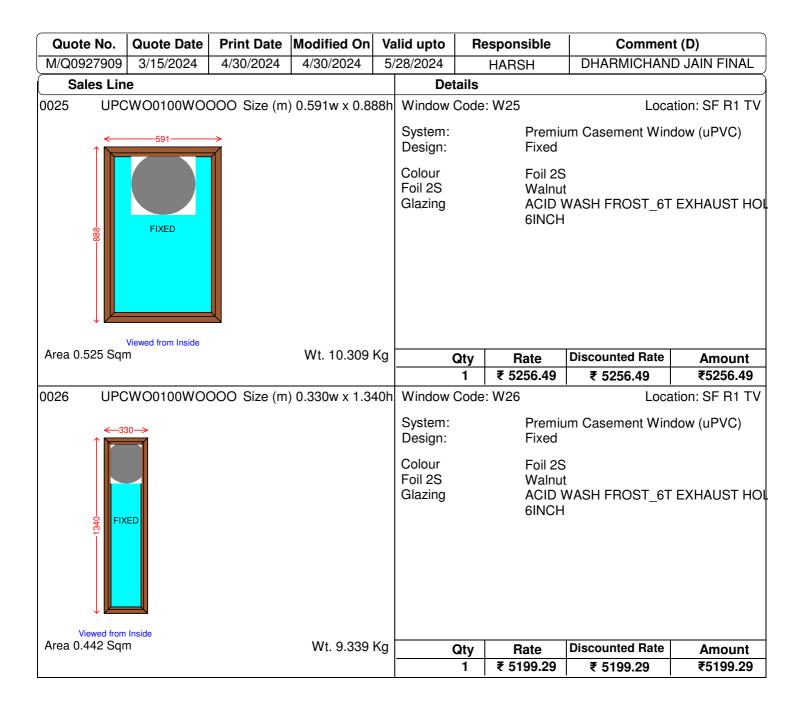
















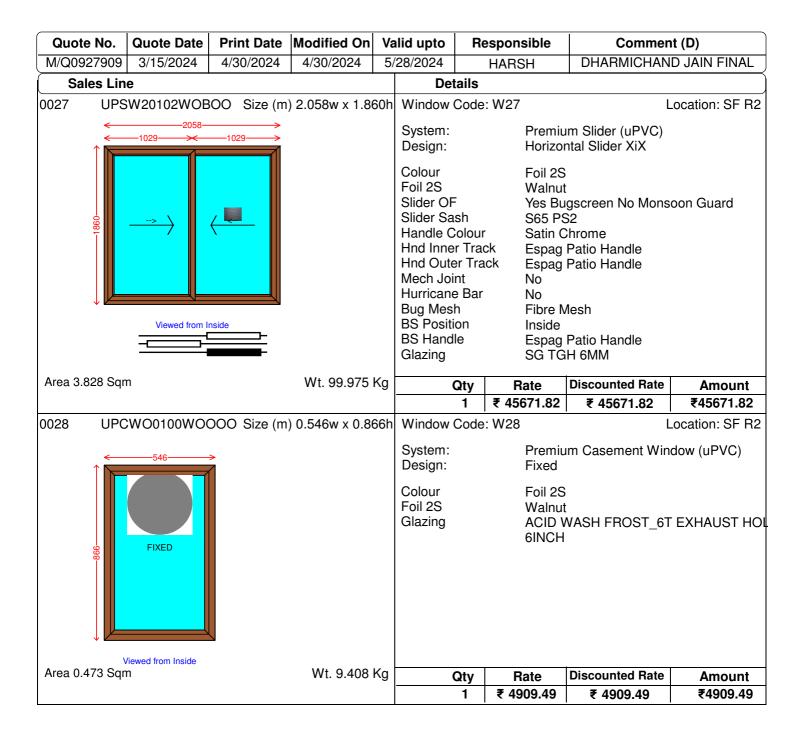
















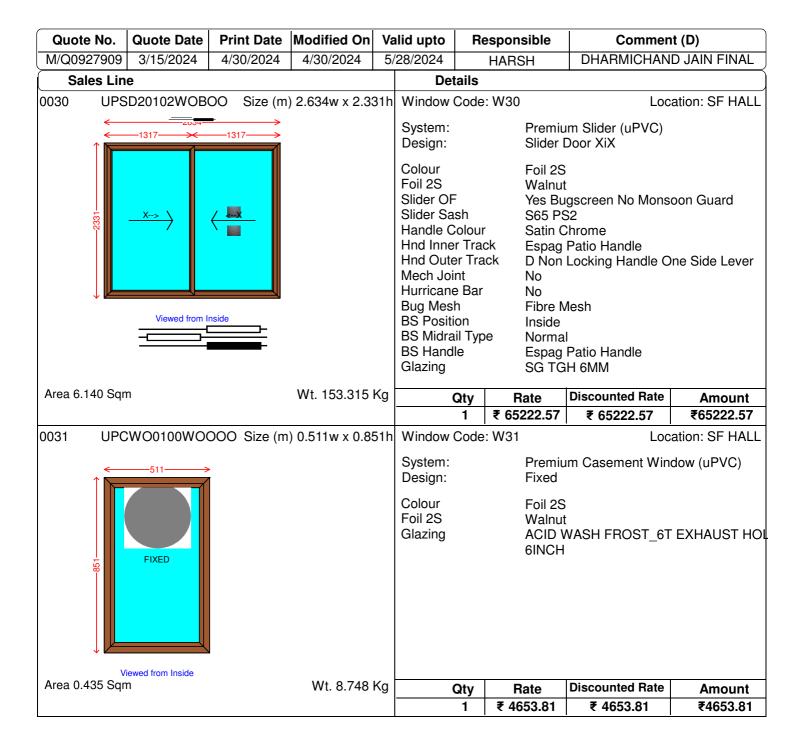
















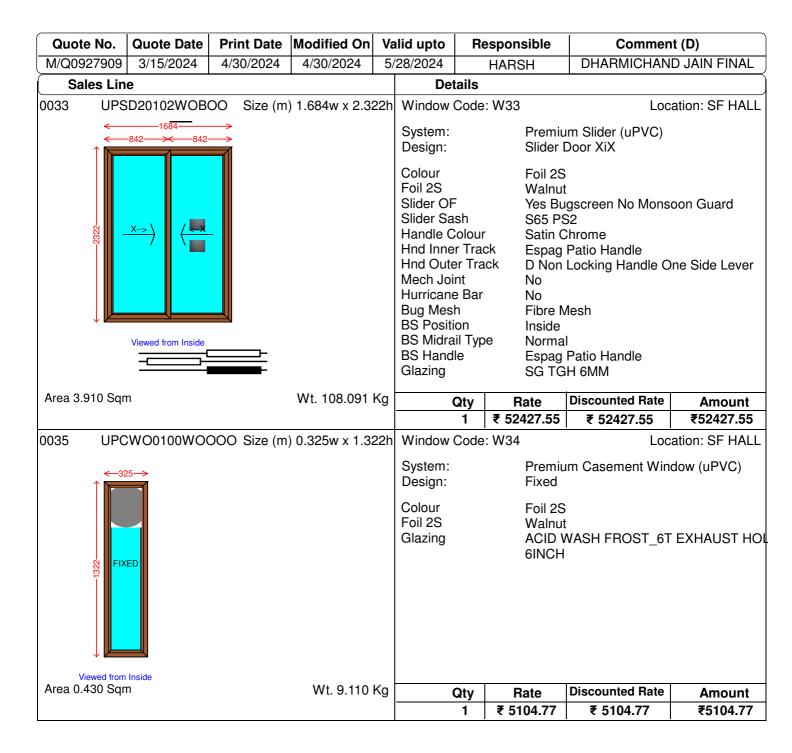


























**Total** 

Weight 1,567.360 Kg Quantity 25

**Payment Terms** 

100% Advance

Material Price	₹738419.51			
Discount	₹0.00			
Material Subtotal	₹738419.51			
Transport Cost	₹24200.00			
Lead and Lift	₹2700.00			
GST* 18.000%	₹137757.51			
Grand Total	₹903077.02			

<sup>\*</sup> Any change in taxes will be borne by customer.

**Delivery Site:**99, TILAK NAGAR NEAR BADLA,, JODHPUR JODHPUR RAJASTHAN INDIA 342001

Signed by Client	Date	

# Bajaj Real State

Email: real\_state32bajaj@gmail.com

Contact No:- 8003856112

\* Fenesta will send Warranty Certificate to your Registered Email ID and Registered Whats app Mobile number, after Final Handover of Windows.















## **OUR VALUABLE CLIENTS**















Fenesta Range







**Aluminium Windows & Doors** 



**Internal & Designer Doors** 

## **Explore Our Other Products**



Sliding Retrofit Bug Screen



Pleated Bug Screen



Pull Down Bug Screen



Georgian Bar



Switch Glass



Trims















## TERMS AND CONDITIONS OF CONTRACT - WINDOWS & DOORS (PRODUCTS)

#### 1. CONTRACT

- (a) Only these terms and conditions and the product details shown on the Quotation enclosed form the Contract between us, so it is important that you check to make sure everything you want is included. We have asked you to read these terms and conditions and sign on the each page to confirm that you agree to them. Any warranties or promises, representation given or discussion held verbally by any person on behalf of us that are not noted and detailed herein will not form any part of this contract and we will not be responsible for the same.
- (b) You have understood all the terms and conditions, features, designs, drawings, notes, abbreviations, specifications and applications of the products before signing the attached order, drawings including price proposal in acceptance of the same.
- (c) Since product development is an ongoing process, hence, product design and specification may vary slightly without altering the functioning in any wav.
- (d) You have fully understood that this contract may be subject to a survey and approved deviation if any and credit check to be carried out by Fenesta. (e) The Price shall be valid for six months from the date of the Contract.
- glass Glasses are standard bought out item from processors/manufacturers. The Glasses as purchased by us from glass vendors, are working according to the tolerance specified by the glass industries as per BIS {IS 2553 Part 1 : 2018}. Processed glass by its nature might have distortion within the range as specified in BIS. In such cases, Fenesta is not liable to replace the glass.

#### 2. CHANGES TO THE CONTRACT

If either of us wants to make any changes after this contract has been signed, both the parties will need to agree to them in writing. Sometimes we may need to make minor technical changes to the product specifications which are unavoidable and we will not notify you in such cases.

## 3. CANCELLATION OF CONTRACT

- (a) You shall not cancel this contract subject to as hereunder, so sign it if you are sure you wish to purchase the products shown and you can comply with the terms and conditions.
- may cancel the contract if (i) we cannot reach an agreement with you over our suggested changes or any pricing changes after we have carried out the survey (ii) there is a breach of contract or refusal to comply with statutory requirements such as Building Regulations etc.
- (c) It shall be clearly understood that the product under this order/contract is customised for you and cancellation charges will be applicable as follows;
- 1. If you cancel the contract before survey and cancelled order value is 50% or more of the order value than the minimum applicable cancellation charges is 10% of the cancelled order value or Rs 25,000/- plus applicable taxes, whichever is lower.
- 2. If you cancel the contract before survey and cancelled order value is less than 50% of the order value then the minimum applicable cancellation charges is 10% of the cancelled order value or Rs 10,000/- plus applicable taxes, whichever is lower.
- 3. If you cancel the order after survey but before production then cancellation charges will be 150% of above cancellation charges plus actual cost incurred on your order by Company.
- Once product has been produced, in such case cancellation order/contract is not permitted and sale consideration amount shall be recoverable.

Besides above, damages/charges as incurred by us will be borne by you for which we shall be sole judge. We have right to adjust Advance paid by you against these charges.

### 4. SURVEY

- (a) We may carry out a survey to make sure that what you have requested can properly be installed at your site/premises. If problems arise at survey,
- (b) You agree that all drawings, specification, notes, abbreviations (i,e make -ups, add-ons & trims) and proportions (i.e vent heights, casement widths etc., sill depth, height, widths) have been explained to you by the surveyor and all information agreed in writing to on this survey is contractually binding upon you under the terms and conditions of this contract.
- (c) It be expressly understood that final production of the product will commence only after survey is done.

- (d) You agree that all information discussed between yourself and the representative has been passed to the surveyor, as well as any relevant information regarding the appearance has been added to the contract in vour presence.
- (e) Internal Doors come in standard sizes. The Aperture Sizes mentioned on the enclosed quotation have to be maintained by you at site. We may allow tolerant limit of aperture size upto +-15 MM in width and +-10 MM in Height. In case the aperture sizes go beyond tolerant limit then civil work for aperture correction will be carried out by you at your cost.
- (f) If we cannot reach consensus on aperture correction, Fenesta reserve the right to cancel your order.

### 5. DELIVERY SCHEDULE

- (a) If any delivery dates communicated to you, these can only be estimates. Actual dates may vary. We will let you know when the products are ready. We will do our best to keep to this date but if delay arises due to reasons beyond our control, we will let you know and offer you the next earliest convenient date. Time is not the essence of the contract. In the event of a special glass being requested, We can only work to delivery times supplied by the glass manufacturer. Some special glasses may add 6-8 weeks on to standard delivery times.
- (b) All products under contract are not meant for storage. You agree to pay all before dispatch payments, permit delivery immediately on intimation of production failing which storage charges @Rs. 50/window per day will be charged by us(after 7 days of Manufacturing of windows).

If finished goods of order are lying at factory for more than 60 days of intimation of production to you, then following action will be taken by us:

- Forfeiture of the advance money
- · Recovery of all costs and incidental expenses (Net of Scrap value of windows)
- (c) You agree that we will not be liable for any delay which arises from Force Majure reasons and causes beyond our control for example, fire, flood, riot, earthquake, civil disturbance, strikes, criminal damage, acts of war, government restrictions, shortage of labour and non-availability of material etc.

Force Majeure shall mean and include: To the extent that the (b) If we cancel the contract, we will notify and refund your deposit. We event is not within our control. The term Force Majeure, shall include the following events; "War, hostilities, acts of public enemy or belligerents, sabotage, blockade, lockdown, curfew, epidemics, pandemic, revolution, insurrection, riot or disorder, expropriation, requisition, confiscation, interference by/or restrictions or onerous regulations imposed by civil or military or any other authority, whether legal or defacto, whether purporting to act under some constitution, decree, law or otherwise; acts of God, fire, earthquake, storm, lightning, epidemic; quarantine; strikes or combination of workmen lockouts or other labor disturbances; explosions, accidents by fire or otherwise, Govt orders/regulations or other events whether or not of the same class or kind as those set forth."

(d) It will take up to 7 working days to dispatch windows from Factory after clearance of Pre-dispatch payment.

## 6. DELIVERY

- (a) The freight charges have been considered as per the size of the order. If you desire deliveries in multiple lots after placing the order, additional freight charges shall be applicable. If smaller lots are desired by you for priority shipment, full truck load charge along with additional packing charges will be applicable.
- (b) Since deliveries are made to the site in trucks and there are restrictions of truck movement in the city, the deliveries can be made only in permissible hours.
- (c) Once products are delivered, you will be responsible for safety and security of material. In case of any damage or loss, replacement shall be charged to the customer. We will not be responsible for any inherent delays in arranging such replacement parts.
- (d) Any statutory paperwork required will be provided by the client. If there is a requirement to obtain permissions from the RWA or society, the client undertakes to obtain the same in time.

### 7. PAYMENT

(a) In all cases, 100% payment has to be made along with order/survey and before goods are delivered at your site as per payment terms. Where there is a delay in payment being received according to the payment schedule as advised / communicated by us, the time schedule will not be binding on us and any quoted delivery times will also be extended to reflect the period of the delay.











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Contact Us: 1800 102 9880

shall not fall under the prohibition Banami Transaction Act, 1988 as amended up to date. If found you shall be liable for consequences of the same.

(b) All Taxes & Duties including GST will be charged at actual as applicable at the time of billing. Any change in taxes will be borne by the customer. (c) Payment Details (For NEFT/RTGS):

We prefers to receive payments through Netbanking transfers.

Account Name: Orwins A/C No.: 39024279362

Name of Bank: STATE BANK OF INDIA RTGS/NEFT/IFSC Code: SBIN0031997

#### 8. WARRANTIES

- 1. This products warranty, covered by Fenesta, covers a period of Twenty years for UPVC Profile and Ten years for Aluminium Profile and one year for associate hardware in UPVC/Aluminium profile or profile part or hardware used in manufacturing of windows/doors.
- 2. This Product's Warranty, provided by Fenesta, also covers a period of one Year for Internal door and associate hardware from the month of dispatch.
- 3. This warranty only extends to original purchaser.
- 4. Upon return of the defective product to Fenesta within the warranty period it shall repair/replace the product as may be required free of charge at its sole discretion and judgment.
- 5. The warranty is only applicable if the products i.e (handle, hinges etc.) are installed by Fenesta/Authorized Service Station.
- 6. This warranty covers defects due to all faulty parts and/or functions, resulting despite user's normal use will be repaired and/or replaced at no charge during the warranty period.
- 7. The Warranty shall not apply to following:
- (a) In case of breakage/Crack of the glass.
- (b) If the copy of invoice is not produced at the time of warranty claim.
- (c) Any product for which you have not paid the total sales price.
- (d) Any defects in windows & doors, Internal Doors arising from wear and tear, wilful or accidental damage, negligence, neglect ,misuse, breakages, scratches, structural or latent defects at your property or causes beyond our control. Malfunction or damage due to inappropriate operation or impact, improper use, abuse or negligence by the customer, or to any misuse of the product as described in manufacture manual/quidelines.
- (e) Damage caused due to weather and environmental conditions.
- (f) In case of product finishing is affected by Colour, gloss and luster of the article.
- (g) If exposed with any chemical substance, oil, lubricants, acid fumes, liquid steam etc.
- (h) Products are refitted or tempered with installation in any manner or any product installed by unauthorized service person. Improper fixing the products by non recommended tools and practices.
- (i) Use of goods contrary to our recommendations.
- (j) Products which cannot be accessed for routine service and damage to the operating mechanism caused by the presence of dirt and debris from inadequate maintenance.
- (k) If Grills(Fix) are mounted on sill and windows/doors cannot be accessed for service.
- (I) Civil work, painting, POP, flooring and other work of similar nature is carried out after installation of products leading to damage to product & hardware or affecting performance of product & hardware (rollers, handle, friction stav.etc.) in the long-term.
- (m) Performance of the product varies according to the outer environment and uses.
- (n) Warranty is null and void if the doors & windows are not installed and handed over within 30 days of dispatch.

- You will adhere to the payment schedule in all respect. The payment made (o) In Case of damage to the "Shades and surface finish" due to usage of aggressive cleaner and contrary to recommended use of cleaning details as mentioned in terms of the agreement.
  - 8. Neither the authorized Service centre nor the Fenesta that sold the product nor the manufacturer or any its affiliates shall be responsible for any delay in repairs in the event that the Fenesta does not have the parts in stock necessary for the warranty servicing of the product.
  - 9. Except for the warranties set forth herein, Fenesta disclaims all other warranties, express or implied or statutory, including, but not limited to the implied warranties or merchantability/manufacturer or fitness for particular purpose. Any implied warranties that may be imposed by applicable law are limited to the duration of this limited warranty. In no event Fenesta shall be liable for any incidental, special or consequential damages, consequential human injury or loss, including, but not limited to loss of business, profits, or use whether in an action or tort or bases on warranty arising out of or in connection with the use or performance of the product. The Company Maximum liability hereunder is limited to the purchase price of the product.
  - 10. In case of any new owner wish to make use of the warranty for the remaining period. To Formalize the transfer of the warranty, Fenesta should be informed so that: (a) Records can be amended (b) An inspection of windows and doors can be carried out to certify their condition. A Nominal Transfer fees of Rs.5,000/- will be charged. Since Warranty is applicable to end customer in case of builder property, Fenesta shall liable to provide warranty to first allotee of property without charge.
  - 11. The warranty can be invoked only after making payment of the invoice in full within prescribed time.
  - 12. Fenesta also reserve the right of changing any or all terms and condition under this warranty without prior notice and also on admissibility of claim under this warranty.
  - 13. No terms and conditions other than those stated herein, and no agreement or understanding, oral or written, executed or expressed prior to this warranty in any way shall be binding to Fenesta.

#### 9. ARBITRATION AND JURISDICTION FOR DISPUTES

Any dispute, difference or claim that may arise under or in relation to or in connection with, the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the same shall be referred to the sole Arbitrator to be appointed by Fenesta Building Systems(A Division of DCM Shriram Limited) whose decision shall be final and binding on the parties as per the provisions of Arbitration and conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and conducted in the English language and shall be held in New Delhi.

#### 10. LAW AND JURISDICTION

That this contract and the rights and obligations of the parties under this contract shall be construed and enforced in accordance with the laws of India. The Court of New Delhi shall have jurisdiction in case any dispute arises between us in respect of this contract.

## 11. CHEQUE BOUNCING CHARGES

In case, cheque submitted by you bounced, We shall levy a cheque bouncing charge of INR 500/- per instrument and Fenesta reserve its rights to initiate case proceeding as advised under law.

## 12. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between us. No agreements, representations, or warranties other than those specifically set forth herein shall be binding on any of the parties unless set forth in writing and signed by both parties.

Payment Details								
ChequeNo/RTGS	Date of Receiving	Cheque Date	Bank Name	Amount (Rs.)				
I hereby accept the estimate as per above mentioned price and specifications. I have read and understood the terms & conditions and agree to them								
Signed by Representa	tive/Business Associate		Signed by	y Client				















## **Quotation - Services**

### **ORWINS**

22-S-14, Ashok Udhyaan, Main Pal Road, Jodhpur Rajasthan India 342006

Tel.: 9414570542 / Dealer Code: 145718 Email: orwins@fenestadealers.com



### Deliver to

99, TILAK NAGAR NEAR BADLA,, JODHPUR

JODHPUR RAJASTHAN

INDIA 342001

Tel.	8003856112	
_		_

**JODHPUR** 

INDIA

342001

**RAJASTHAN** 

**BAJAJ REAL STATE** 

Email REAL\_STATE32BAJAJ@GMAIL.COM

99, TILAK NAGAR NEAR BADLA,, JODHPUR

Quote No.	Quote Date	Print Date	Last Modified	Valid upto	Responsible	Comment
S/Q0927909	3/15/2024	4/30/2024	4/30/2024	5/28/2024	HARSH	DHARMICHAND JAIN FINAL

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- a) Window design, specification and value
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- c) Floor Plan and Route map to site

We now look forward to be of service to you.

For ORWINS,

Mr.Harshwardhan Lakhani © +91-9414570542















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S/Q0927909	3/15/2024	4/30/2024	4/30/2024	5/28/2024	HARSH		HARMICHAND	
Sales Line			Details			Qty	Rate	Amount
0001 Premium Slider Size (m) 1.540w Area 2.603 Sqm W1 GF EN	<i>i</i> x 1.690h		Horizontal Slider X Colour Foil 2 Glazing SG T			1.00	1120.57	1120.57
0002 Premium Casen Size (m) 0.677w Area 0.989 Sqm W2 GF GU	1	PVC)	Casement L Colour Foil 2 Glazing SG T	2S GH 6MM		1.00	425.87	425.87
0004 Premium Casen Size (m) 0.710w Area 1.038 Sqm W4 GF GU	1	PVC)	Casement L Colour Foil 2 Glazing SG T	2S GH 6MM		1.00	446.93	446.93
0006 Premium Casen Size (m) 0.517w Area 0.442 Sqm W6 GF HA	١	PVC)	Fixed Colour Foil 2 Glazing ACIE EXHAUST HOLE (	WASH FROST	6Т	1.00	190.32	190.32
0008 Premium Slider Size (m) 1.386w Area 3.211 Sqm W8 GF HA	<i>i</i> x 2.317h I		Slider Door XiX Colour Foil 2 Glazing SG T	2S GH 6MM		1.00	1382.68	1382.68
0009 Premium Slider Size (m) 2.340w Area 3.459 Sqm W9 MBR	x 1.478h		Horizontal Slider X Colour Foil 2 Glazing SG T			1.00	1489.11	1489.11
Size (m) 0.541w Area 0.467 Sqm		PVC)	Fixed Colour Foil 2 Glazing ACIE EXHAUST HOLE	WASH FROST	_6Т	1.00	201.25	201.25
0012 Premium Slider Size (m) 1.310w Area 1.716 Sqm W12 Kl	x 1.310h		Horizontal Slider X Colour Foil 2 Glazing SG T			1.00	738.88	738.88
0013 Premium Slider Size (m) 2.670w Area 6.250 Sqm W13	<i>i</i> x 2.341h		Slider Door XiX Colour Foil 2 Glazing SG T	2S GH 6MM		1.00	2691.20	2691.20
Size (m) 0.550w Area 0.488 Sqm		PVC)	Fixed Colour Foil 2 Glazing ACIE EXHAUST HOLE (	WASH FROST	_6Т	1.00	210.05	210.05
0016 Premium Slider Size (m) 2.074w Area 3.393 Sqm W16 FF	x 1.636h		Horizontal Slider X Colour Foil 2 Glazing SG T			1.00	1460.92	1460.92
Size (m) 0.539w Area 0.458 Sqm		PVC)	Fixed Colour Foil 2 Glazing ACIE EXHAUST HOLE (	WASH FROST	_6Т	1.00	197.27	197.27











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Quote No.	Quote Date	Print Date	Last Modified	Valid upto	Responsit		Comm	
S/Q0927909	3/15/2024	4/30/2024	4/30/2024	5/28/2024	HARSH		HARMICHAND	
Sales Line 0019			<b>Details</b> Slider Door XiX			Qty	Rate	Amount
Premium Slider Size (m) 2.654w Area 6.248 Sqm	<i>i</i> x 2.354h		Colour Foil 2	2S GH 6MM		1.00	2689.93	2689.93
Size (m) 0.520w Area 0.426 Sqm		PVC)	Fixed Colour Foil 2 Glazing ACID EXHAUST HOLE (	WASH FROST	_6T	1.00	183.59	183.59
0022 Premium Slider Size (m) 1.724w Area 3.984 Sqm W22	<i>i</i> x 2.311h		Slider Door XiX Colour Foil 2 Glazing SG T	2S GH 6MM		1.00	1715.43	1715.43
0023 Premium Slider Size (m) 1.354w Area 3.128 Sqm W23	<i>i</i> x 2.310h		Slider Door XiX Colour Foil 2 Glazing SG T	2S GH 6MM		1.00	1346.68	1346.68
0024 Premium Slider Size (m) 2.646w Area 6.200 Sqm W24	<i>i</i> x 2.343h		Slider Door XiX Colour Foil 2 Glazing SG T	2S GH 6MM		1.00	2669.29	2669.29
Size (m) 0.591w Area 0.525 Sqm		PVC)	Fixed Colour Foil 2 Glazing ACID EXHAUST HOLE 6	WASH FROST	_6Т	1.00	225.96	225.96
Size (m) 0.330w Area 0.442 Sqm		PVC)	Fixed Colour Foil 2 Glazing ACID EXHAUST HOLE (	WASH FROST	_6T	1.00	190.40	190.40
0027 Premium Slider Size (m) 2.058w Area 3.828 Sqm W27	<i>i</i> x 1.860h		Horizontal Slider X Colour Foil 2 Glazing SG T			1.00	1648.13	1648.13
Size (m) 0.546w Area 0.473 Sqm		PVC)	Fixed Colour Foil 2 Glazing ACID EXHAUST HOLE (	WASH FROST	_6T	1.00	203.59	203.59
0030 Premium Slider Size (m) 2.634w Area 6.140 Sqm W30	<i>ì</i> x 2.331h		Slider Door XiX Colour Foil 2 Glazing SG T	2S GH 6MM		1.00	2643.57	2643.57
Size (m) 0.511w Area 0.435 Sqm		PVC)	Fixed Colour Foil 2 Glazing ACID EXHAUST HOLE 6	WASH FROST	_6Т	1.00	187.24	187.24
0033 Premium Slider Size (m) 1.684w Area 3.910 Sqm W33	<i>i</i> x 2.322h		Slider Door XiX Colour Foil 2 Glazing SG T	2S GH 6MM		1.00	1683.60	1683.60















S/Q0927909	3/15/2024	4/30/2024	4/30/2024	5/28/2024	HARSH	l D	HARMICHANI	JAIN FINAL
Sales Line			Details			Qty	Rate	Amount
0035 Premium Casen Size (m) 0.325w Area 0.430 Sqm W34	x 1.322h	PVC)	Fixed Colour Foil Glazing ACII EXHAUST HOLE	D WASH FROST	<sup>-</sup> _6T	1.00	184.99	184.99

Valid upto

**Total** 

Weight 1,567.360 Kg

Quantity 25

**Last Modified** 

Grand Total		₹30830.39
GST*	18.000 %	4702.94
Installation Chg.		26127.45

<sup>\*</sup> Taxes applicable at the time of billing.

Responsible

## **Payment Terms**

100% Advance

Quote No.

**Delivery Site:** 

99, TILAK NAGAR NEAR BADLA,, JODHPUR JODHPUR RAJASTHAN INDIA 342001

**Quote Date** 

**Print Date** 

Signed by Client

Date

Comment

**Bajaj Real State** 

Email: real\_state32bajaj@gmail.com

Contact No:- 8003856112















### TERMS AND CONDITIONS OF CONTRACT - WINDOWS & DOORS

#### 1. CONTRACT

(a) We are engaged in the installation services of Window & Doors and internal Doors product. We are represented that it is having the requisite expertise and is fully acquainted with and has an experience in providing the Installation services of product and has offered to provide such services as referred above and upon representation, you have agreed to avail the installation services of the product and to undertake and carry out survey, installation, and handover of job and after sales service of the Fenesta products installed or to be installed at the site/location of the Customer.

(b) Only these terms and conditions shown on the Quotation enclosed form the Contract between us, so it is important that you check to make sure everything you want is included. We have asked you to read these terms and conditions and sign on the each page to confirm that you agree to them. Any warranties or promises, representation given or discussion held verbally by any person on behalf of us that are not noted and detailed herein will not form any part of this contract and we will not be responsible for the same.

(c) The Price shall be valid for six months from the date of the Contract.

### 2. CHANGES TO THE CONTRACT

If either of us wants to make any changes after this contract has been signed, both the parties will need to agree to them in writing first about the feasibility of the same.

### 3. CANCELLATION OF CONTRACT

We may cancel this agreement as per mutually agreed terms. It is clearly understood and agreed that once the order is finalized, cancellation of order/contract is not permitted. However, if you still cancel the contract, Fenesta Building Systems shall be entitled to claim cancellation fees as follows.

- 1. if you cancel the contract before survey and cancelled order value is more than 50% of the original order value then the minimum applicable cancellation charges is 10% of the cancelled order value.
- 2. if you cancel the contract before survey and cancelled order value is less than 50% of the original order value then the minimum applicable cancellation charges is 5% of the cancelled order value.

Besides above, damages charges will be borne by you for which we shall be sole judge. We have right to adjust Advance paid by you against these charges.

### 4. INSTALLATION SCHEDULE

- (a) If any dates communicated to you, these can only be estimates. Actual dates may vary and time is not the essence of the contract.
- (b) You will permit us (and our agents, employees and contractors) access to the installation site at all reasonable times so that we may complete the installation.
- (c) Fenesta products are to be installed on immediate basis after product ready to be installed.
- (d) You agree that we will not be liable for any delay which arises from Force Majeure reasons and causes beyond our control for example, fire, flood, riot, earthquake, civil disturbance, strikes, criminal damage, acts of war, government restrictions, shortage of labour and non-availability of material etc.

### 5. INSTALLATION AND HANDOVER

- (a) You will be responsible for timely obtaining any planning consents, permissions, road permits, approval and/or to complete any work required before/for the installation at your cost. You will also be responsible for notifying us of any special conditions or restrictions which apply to your site/premises that restricts the installation of Fenesta products.
- (b) We will remove and dispose of all the old windows and doors, if so agreed by us. This will be done on chargeable basis by us as per the rates agreed at the time of order booking.
- (c) You must ensure that your belongings including and /or any cables,

- aerials, alarms, radiators, security grills, curtains and blinds etc. are removed and the area where our installers need to work is clear and workable
- (d) All Fenesta products are installed from inside of the building. If any scaffolding is required for installation, you will arrange for the same in advance at your cost.
- (e) Fenesta products are finished products and should be installed after brickwork, plaster, POP and flooring etc. If the sills are of granite or marble, Fenesta products should be installed after curing of the sill. In some cases, sill can break during drilling if improperly fixed. Should this happen, Fenesta shall not be responsible for the same.
- (f) We will use reasonable skill and care and approved working practices when installing the products. If any damage is caused due to installation directly attributable to us, Fenesta will repair the damage in possible manner; but Fenesta will not redecorate or re-tile or carry out any work not in scope of its work.
- (g) Site work after installation can damage Fenesta products and you are advised to protect the product adequately. Any damage or breakage to Fenesta materials done by anyone including other vendors at site like painter, plumber, electricians, mason, etc. will be replaced at your cost only. We shall not be responsible for any inherent delays in arranging such replacement parts.
- (h) We will not be liable for any damage to products after installation by third party workmen. Any remedial/rectification works required due to third party damage, will be charged for and payment will be received in advance for the same.
- (i) We will not provide grills in Villa Windows. The same have to be arranged by you.

### 6. PAYMENT

- (a) In all cases, 100% payment has to be made in advance. Where only a deposit has been paid, no installation will commence until the balance has been paid in full. Where there is a delay in payment being received, the time schedule will not be binding on us and any quoted installation times will also be extended to reflect the period of the delay. You will adhere to the payment schedule in all respect. The payment made shall not fall under the prohibition Banami Transaction Act, 1988 as amended up to date. If found you shall be liable for consequences of the same.
- (b) All taxes and Duties including GST will be charged at actual as applicable at the time of billing. Any Change in Taxes & Duties will be borne by the customer.

### 7. ARBITRATION AND JURISDICTION FOR DISPUTES

Any dispute, difference or claim that may arise under or in relation to or in connection with, the validity, interpretation, implementation or alleged breach of any provision of this Agreement, the same shall be referred to the sole Arbitrator to be appointed by Fenesta Building Systems(A Division of DCM Shriram Limited) whose decision shall be final and binding on the parties as per the provisions of Arbitration and conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act, 2015 and conducted in the English language and shall be held in New Delhi.

## 8. LAW AND JURISDICTION

This contract and the rights and obligations of the parties under this contract shall be construed and enforced in accordance with the laws of India. The Court of New Delhi shall have jurisdiction in case any dispute arises between us in respect of this contract.

## 9. CHEQUE BOUNCING CHARGES

In case, cheque submitted by you bounced, We will levy a cheque bouncing charge of INR 500/- per instrument and we reserve its rights to initiate case proceeding as advised under law.

### **10. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between us. No agreements, representations, or warranties other than those specifically set forth herein shall be binding on any of the parties unless set forth in writing and signed by both parties.

Installation Paymen	Installation Payments								
ChequeNo/RTGS	Date of Receiving	Cheque Date	Bank Name	Amount (Rs.)					
I hereby accept the es & conditions and agree		ed price and specification	s. I have read and understood	the terms					
Signed by Representa	ative/Business Associate		Signed	by Client					













