



Applied Technosystems

Standard Terms & Conditions

1. Our Terms and Conditions of Delivery, Warranty, Service and Payment shall apply exclusively. We shall not accept terms and conditions of the customer that conflict with or deviate from our terms and conditions of delivery and payment.
2. All invoices to be paid within the credit period of 30 days unless agreed upon in writing. Interest @ 2% per month will be charged on delayed payments. Payment will be made in full on receipt of confirmation from **Applied Technosystems**.
3. We only ensure dispatch of goods not delivery of goods. Buyer is responsible for paying all applicable purchases and duties, taxes and freight whether in country of origin or any transit country, and ensuring that all necessary approvals, licenses or clearances are obtained.
4. Buyer is responsible for all cost relating to the goods main carriage cost and insurance of goods. We shall not be responsible for any delay in delivery of goods, this has to be scheduled by the career/courier. Buyer will arrange for transit-insurance on the goods, at Buyer's expense, up to the point of delivery using a duly licensed and reputable insurance company
5. Condition for the validity of the warrant is that the products are used according to the application specifications and the lighting fixtures are fitted with the power supply ,cables and connectors recommended by **Applied Technosystems**
6. The warranty period starts on the date of the invoice and ends on the same day in the same month in next year. The warranty covers only the Machines product we have delivered. The Warranty does not cover consumables or parts of limited regular functionality due to their natural wear and tear. The Guarantor shall not be held responsible for the loss and restoration of any software or data
7. The warranty does not cover damage due to intent or gross negligence damage and shortcomings derived from unusual external factors such as a lightning strike or from natural disasters, misuse, incorrect use or abnormal use and an incorrect combination with other installed products. and normal wear or contamination and software faults, viruses, etc. settings or programming of settings that change due to wear, contamination and depletion. products which have been modified or repaired without permission from **Applied Technosystems**.
8. If the customer has received a product that demonstrates potential manufacturing, design or material faults, he must report this as completely as possible within 2 days after noticing it. A product demonstrating manufacturing, design or material faults will be repaired or replaced within the warranty period
9. If **Applied Technosystems** decides on replacement, a new product may vary in dimensions, construction, light characteristics, colour or otherwise, compared with the original product, because that product may no longer be produced in that form or is no longer available.
10. The warranty covers only manufacturing defect in material and workmanship that may arise despite normal operation and usage of the equipment, as prescribed in the operating manual. The warranty is confined only to the first purchase of the appliance and is non-transferable **Warranty is not applicable in any of the following cases**. If repair work is carried out by persons other than Authorised Service Personnel, Damage to the equipment or any part(s) due to transportation or shifting or arising out of improper storage of the equipment at the Customer's premises.
11. The serial number of the delivered defective device must match the serial number sold to Customer. The **Applied Technosystems** Service Centre should have the right to know of any additional accessories installed in the device
12. The Warranty does not cover Damages due to the user's fault or lack of knowledge; Removing defects and damages time could be extended in case a replacement parts will be imported outside. The shipment to the Guarantor Service Centre must be arranged and paid by the Customer.
13. The **Applied Technosystems** have the right to charge the Warranty beneficiary with the costs of service, transportation, insurance and customs clearance. if the defect does not fall within the scope of this Warranty or the device has not been proven defective.
14. To be able to make a warranty claim, the customer must always report the number of the relevant invoice. **Applied Technosystems** will process the report as quickly as possible. The warranty period will not be restarted when the warranty is fulfilled.
15. The warranty only covers failure of the products caused by demonstrable material, design and manufacturing faults and that exceeds the average nominal failure rate. The warranty does not cover the normal reduction of light output and the shift of the light colour temperature during the lifespan of LED modules
16. **Applied Technosystems** is not liable for any unusual or general resulting damage, economic loss, including the loss of actual or expected profit, interest, income, expected savings or transactions, damage to goodwill, and damage of any type done to third parties. The legal warranty rights remain unaffected and apply regardless of this warranty. The warranty does not cover consumables, normal wear & tear parts, plastic, glass and/ or rubber parts, non-operational parts and related accessories.
17. Labour costs for dismantling and installation do not fall under this warranty. Buyer shall not assign its rights or obligations under this Contract in completely or in part, nor enter into any subcontract to perform any portion of this Contract, without the written consent of **Applied Technosystems**.
18. The customer cannot transfer the rights to the warranty to third parties. The customer is responsible for the return shipment and pays for it. **Applied Technosystems** will not reimburse the transport costs. The **Applied Technosystems** reserves the right to refuse to provide any Warranty services. Any return of a delivered Product shall be subject to the prior written consent of **Applied Technosystems**. Once **Applied Technosystems** has agreed to the return, the Product must be returned within seven (7) calendar days
19. The rights granted by this Warranty shall not include the right of the Warranty beneficiary to claim any lost profits in connection with defects of the device. The **Applied Technosystems** shall not be held responsible for any material losses caused by the defective product.
20. **Force Majeure**. In no event shall **Applied Technosystems** be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, epidemic, pandemic, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.
21. **Applied Technosystems** retains the right to take the final decision.
22. All Disputes Are Subject To Jurisdiction of Faridabad, Haryana Courts Only