



General Terms and Conditions:

Unless otherwise specifically agreed in writing, **Om Sai Enterprises**, Bhayander (East), Thane (hereafter the Company) undertakes services in accordance with these general conditions and accordingly all offers or tenders of service are made subject to the same. Our Trading Conditions are to be accepted prior to the commencement of our work or it will be considered accepted once the order is placed to the company and All resulting contracts, agreements or other arrangements will in all respects be governed by these conditions..

1. Scope of Services:

The Company specializes in the fabrication of aluminum products such as windows, doors & slidings and provides fire protection services and installation, such as Fire fighting systems, Fire detection systems and Passive protection systems according to MFS.

All services provided by the company will be in accordance with the specifications outlined in the agreed-upon contract or proposal.

2. Pricing and Payment:

For the pricing of our services Aluminum fabrication services and Fire protection services will be determined based on the scope of work, materials required, and any additional services requested.

Payment terms will be specified in the contract or quotation or invoice and it will be considered as final payment terms once the client places order to us or accepted the Purchase order/work order / Quotations,

The principal will punctually pay net cash on presentation of invoice or in such other manner as may have been agreed in writing all proper charges rendered by the Company failing which interest will become due. Terms of payment: Net cash on presentation of invoice. Interest in case of late payment is charged at the rate of 3% per month or 36% per annum, Reminder fees are charged at the rate of INR 5000/- per reminder. Collection fees are charged on basis time and costs.

3. Delivery and Installation:

Delivery and installation timelines will be agreed upon mutually between the Company and the client.

The Company will make every effort to meet agreed-upon deadlines; however, unforeseen circumstances may cause delays, in which case the client will be notified promptly.

However, the company will not be responsible in case of delay due to the following reasons:

- Natural calamities: Earthquakes, Floods, Lighting, Fire or explosions, etc.
- Strikes & Lockouts, war, etc.
- Uncontrol situation

4. Quality Assurance:

The Company is committed to delivering high-quality products and services to its clients subject to client approvals / contractual.

- All fabrication work will be performed using high-quality aluminium materials and skilled craftsmanship.
- Fire protection systems will be installed and tested in accordance with industry standards and regulatory requirements.

5. Warranty and Maintenance:

The Company offers a warranty on all fabricated aluminium products and fire protection systems installed, details of

which will be provided in the contract/manufacture or warranty document only, we are not responsible any warranty void by the client,

Regular maintenance and servicing of fire protection systems are recommended to ensure optimal performance and longevity.

The Company offer maintenance contracts for this purpose (AMC).

6. Liability and Indemnity:

The Company shall not be liable for any damages or losses resulting from misuse, improper installation, or negligence on the part of the client or third parties.

The client agrees to indemnify and hold harmless the company and its employees from any claims, damages, or liabilities arising from the use of its products or services.

7. Termination of Services:

Either party may terminate services by providing written notice to the other party subject to contract clauses, written notice should be 60 days from either party.

In the event of termination, the client agrees to pay for any services rendered up to the termination date, as well as any applicable cancellation fees.

In case client terminates ongoing contact with 60 day's notice, the client has to agree to pay all the expenses held with 30% additional cost.

8. Governing Law and Jurisdiction:

These terms and conditions shall be governed by and construed in accordance with the laws of Thane Jurisdiction. Any disputes arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Thane Jurisdiction.

9. Amendments and Modifications:

These terms and conditions may be amended or modified by the Company from time to time and the same to be published.

10. Entire Agreement:

These terms and conditions constitute the entire agreement between the company and the client, superseding any prior agreements or understandings, whether written or oral.

By engaging the services of the Company, the client agrees to abide by these terms and conditions.

11. Price escalation:

In the event that market prices increase by more than 10% of quoted price which is unexpected due to market fluctuations beyond a certain threshold, therefore company reserves the right to adjust the price accordingly and will claim the difference from the client.