

## Standard Terms and Conditions

These standard terms and conditions ("terms & conditions") shall be a part of any agreement entered into by ALFALLOY testing & inspection services private Limited., located at pap-28, MIDC-Taloja, Panvel , Raigad – 410206, Maharashtra and any person or entity contracting for work to be performed by ALFALLOY ("customer").

- Contract terms:** these terms & conditions are the only terms and conditions applicable to the scope of work (as defined in paragraph 4) and any change orders (as defined in paragraph 11) to be performed for customer by ALFALLOY. To the extent that there is any conflict between any purchase order, and/or any exhibit, addendum, and/or attachment, and/or any document referenced therein, this terms & conditions shall take precedence and be controlling, except as provided herein. **Any representations, promises, warranties, or statements by ALFALLOY's agent or employee that differ in any way from these terms & conditions shall be given no force or effect.**
- Acceptance:** all contracts and purchase orders are subject to acceptance by ALFALLOY, and must be presented to ALFALLOY no later than at the time of receipt of the purchase order.
- Proposals and quotations:** all quotations and proposals submitted to customer by ALFALLOY ("proposal") must be in writing and shall be valid for a period of thirty (30) days from the date of such proposal unless otherwise indicated.
- Scope of work:** the proposal to which these terms & conditions are attached sets forth the services that ALFALLOY will provide customer ("scope of work").
- Specified conditions:** customer warrants and represents to ALFALLOY that customer has provided a description of special ingress and egress requirements to the work site; plant hours of operation and holiday schedules; plant safety and training requirements; a description of all required permits and licenses, and related fees assessable to ALFALLOY in conjunction with the work; final report requirements that vary from ALFALLOY's standard reporting parameters; and other applicable project specifications (collectively the "specified conditions") for ALFALLOY's use in development of a quotation. Customer assumes the risk and responsibility for variances between the specified conditions and those actually encountered in the performance of the project, including, but not limited to, standby charges for delay and mobilization and de-mobilization charges ("additional expenses"), and customer agrees to compensate ALFALLOY for any and all additional expenses incurred by ALFALLOY for all specified conditions that customer failed to disclose prior to the date of the proposal.
- Payment and terms:** ALFALLOY will invoice for services rendered every week throughout the duration of services or following the agreed upon completion of onsite services on a time and materials basis, unless specifically otherwise stated in the proposal. All invoices and correspondence will reference the customer's purchase order or contract number. Payments shall be due upon receipt of invoicing. A late payment fee will accrue after 30 days at a rate of 1.5% per month or fraction thereof, on a pro rata basis.
- Taxes:** prices are subject to any addition that may be necessary to cover any tax or charge now existing or imposed at a later date by federal, state, country, municipal authorities upon equipment or services covered by the contract, or the production, sale, distribution, or delivery of them, or upon any feature of the transaction.
- Structures and utilities:** the customer will be held solely responsible for locating and protecting all utilities and structures at the customer's work area. The customer shall notify ALFALLOY, in writing, of such utilities and structures that will or may be affected by the nature and scope of the project or ALFALLOY's operations prior to the commencement of the work. Customer shall, at its own expense, arrange with the customers of such utilities for their aid and assistance in locating and protecting them and shall pay all charges, costs and expenses in connection therewith.
- Force majeure:** any delay or failure of ALFALLOY in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of god, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials (other than those materials contemplated in the scope of work) or historical artifacts at the project site, delays occasioned by customer's approval or permitting activities, inability of customer's tank roof to support the weight of ALFALLOY's equipment in connection with the staging of the work, unusually severe weather, sabotage, terrorist acts, embargo, energy shortage, wreck or delay in transportation, accidents in the handling and rigging of heavy equipment, explosion, riot, war, court injunction or order, delays by or acts or orders of any governmental body or changes in laws or government regulations, acts or omissions of the customer or its other contractors, inability to obtain necessary and proper labor, materials, components, facilities, energy or fuel, or any other cause or causes beyond the reasonable control of ALFALLOY, provided that prompt written notice of such delay or suspension be given by ALFALLOY to the customer. Upon receipt of said notice, if necessary, the time for performing shall be



# ALFALLOY TESTING AND INSPECTION SERVICES PVT. LTD.

ISO 17025 Accredited Laboratory / CIN NO. - U74999MH2022PTC376756

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extended for a period of time reasonably necessary to overcome the effect of such delays and ALFALLOY shall be reimbursed for the cost of such delays at ALFALLOY's time and material's rates.

10. **Limited warranty and disclaimer:** ALFALLOY's final work product often consists of a report rendering a professional opinion on the condition of the customer's facility and/or materials as defined in the scope of work. Customer acknowledges that it must independently assess the information provided by ALFALLOY, and any conclusions reached by the customer and any actions taken or not taken are the sole responsibility of the customer. With respect to inspection and any other work performed by ALFALLOY, ALFALLOY warrants only that the services have been performed in accordance with accepted industry
11. **Indemnity:** ALFALLOY agrees to indemnify and hold customer harmless from any loss, cost or expense claimed by third parties for property damage or personal injury arising out of ALFALLOY's work on the site that is caused solely by the gross negligence or willful misconduct of ALFALLOY, and its subcontractors.
12. Customer agrees to indemnify, defend and hold ALFALLOY harmless for any loss, cost, or expense claimed by any third party(ies) for property damage or bodily injury, including death, arising out of ALFALLOY's work on the site that is caused by the negligence or willful misconduct of customer, and/or its agents, employees, contractors, and/or subcontractors. Customer acknowledges that ALFALLOY shall have the right to select its own legal counsel, in ALFALLOY's sole and absolute discretion.
13. **Limitation of remedy and liability:** customer's exclusive remedy shall be for damages, and ALFALLOY's total liability for any and all losses and damages arising out of any and all causes whatsoever (whether based in contract, infringement, negligence, strict liability, statute, any other tort, or otherwise) shall in no event exceed the lesser of rs.1,000,00 or the total fees paid to ALFALLOY by customer or on its behalf for the work from which such cause arises. Notwithstanding any other provision to the contrary, no event shall ALFALLOY be liable for special, delay, incidental, consequential, or punitive damages. This limitation of damages specifically includes, but is not limited to, customer's loss of actual or anticipated profits or revenues, loss by reason of shutdown, non-operation, or increased expense of manufacturing or operation, loss of use, cost of capital, damage to or loss of property or equipment of the other party, or claims of customer's customers for such damages.