

GENERAL TERMS & CONDITIONS OF SALE AND SERVICE

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1. Applicability, Contract Formation and Order of Precedence

These General Terms and Conditions of Sale and Service (GTCS) apply to supplies, engineering, audits, commissioning, maintenance and other services provided by Mechindus Private Limited (Mechindus), unless the parties expressly agree otherwise in writing.

If contract documents conflict, the following order applies: (a) a specifically negotiated agreement signed by both parties; (b) deviations expressly accepted by Mechindus in traceable written or electronic communication; (c) the Mechindus quotation, order acknowledgement and agreed technical scope; and (d) these GTCS. Standard or boilerplate terms in a customer purchase order, portal or other customer document do not amend the contract unless Mechindus expressly accepts the change in writing. Authorised, traceable electronic communication may constitute written acceptance.

2. Quotations and Order Acceptance

A quotation remains valid for the period stated in it. An expired quotation requires Mechindus reconfirmation. A customer purchase order does not by itself oblige Mechindus to accept altered scope, price, schedule or terms.

An order becomes binding when Mechindus issues an acceptance or order acknowledgement, or commences performance that it has accepted. Any such commencement is limited to the scope and terms accepted by Mechindus.

3. Scope, Technical Basis and Assumptions

The supply or service is limited to the scope expressly stated in the accepted quotation, acknowledgement, drawings or technical schedule. Mechindus may rely on customer-provided specifications, drawings, process data and site information. Equipment, work, approvals, interfaces and performance outside the agreed scope remain the customer's responsibility.

If an assumption proves materially incorrect, required information is incomplete, or extra work is requested or becomes necessary for reasons outside Mechindus' responsibility, the parties will address the resulting technical, price and schedule adjustment under section 8.

4. Prices, Taxes and Statutory Charges

Prices are those stated in the accepted commercial document. GST and other statutory duties, levies or charges are additional at the prevailing applicable rates unless expressly stated as included. A change in law, tax rate or statutory charge after quotation may be passed through to the extent it affects the supply or service.

5. Payment and Default

Payment is due in the manner and within the period stated in the applicable quotation, order acknowledgement or invoice. The customer shall not withhold an undisputed amount because another amount is disputed. After reasonable notice, Mechindus may suspend further supply or service while an undisputed overdue amount remains unpaid, without waiving lawful recovery or other contractual remedies. No fixed interest rate applies unless expressly agreed in the relevant commercial document.

6. Delivery, Completion and Excusable Delay

Delivery and completion dates are based on the agreed scope, customer readiness, approvals, information and dependencies known when the order is accepted. A schedule will extend for a reasonable corresponding period where delay results from circumstances outside Mechindus' reasonable control, including supplier or logistics disruption, statutory or regulatory delay, transport restriction, force majeure, customer-caused delay, site unavailability, permit or shutdown restriction, delayed approval, scope change or another external dependency not attributable to Mechindus.

Unless expressly agreed in writing for the specific order, Mechindus is not liable for liquidated damages, delay penalties, back-charges or similar monetary consequences arising from such excusable delay. Mechindus will use commercially reasonable efforts to notify the customer of material delay and mitigate its impact where practicable.

7. Customer and Site Responsibilities

Where relevant, the customer shall provide safe and timely site access, permits, shutdown and isolation, responsible personnel, accurate plant and equipment information, required utilities and access, and equipment or process availability. The customer remains responsible for site control, safety procedures and coordination with its personnel and contractors.

Additional visits, waiting time, storage, demobilisation or remobilisation caused by customer or site unavailability may be charged where reasonably incurred, subject to reasonable supporting detail.

8. Changes to Scope

A change to quantity, specification, site, location, sequence, schedule or scope should be agreed in writing where practicable. Mechindus may adjust price, delivery, completion and other affected terms to reflect the change. Additional work does not become part of the original scope merely because it is useful or performed near the original work.

9. Cancellation

Standard supplies may be cancelled only with Mechindus' written acceptance and subject to actual committed costs. Completed engineering and services remain chargeable. Customised or manufactured-to-order items and specifically procured, non-returnable or non-cancellable materials remain chargeable to the extent committed or incurred. An expressly agreed quotation-specific cancellation provision prevails over this section.

10. Inspection, Completion and Acceptance

Delivery of goods and completion of services or commissioning are separate milestones unless the accepted scope states otherwise. The customer shall inspect delivered goods and completed work within a reasonable period and promptly give written particulars of any material defect or non-conformance. The parties will cooperate in verification and reasonable rectification. Use of an item does not waive a latent defect that could not reasonably have been identified on inspection.

11. Product and Service Warranty

The applicable warranty period is the period specifically stated in the quotation or relevant product or service documentation. If no period is stated, the applicable Mechindus product or service warranty policy in force for that supplied item or service applies. For a defect covered by warranty, Mechindus will, as appropriate and at its option, repair, rectify or replace the affected supply or reperform the affected service. This remedy is subject to reasonable access and verification.

12. Warranty Exclusions

Warranty does not cover failure or damage arising from misuse, unauthorised modification, bypassing or interference, improper installation by others, abnormal operating conditions, unsuitable power or environment, accident or physical damage, customer or third-party alteration, ordinary wear where relevant, or a matter outside the supplied scope. Warranty also does not cover a defect in customer-provided specifications, materials or information except to the extent Mechindus expressly accepted responsibility for them.

13. Application and System Responsibility

Mechindus equipment, audits, recommendations and services address only the defined scope. They are not a warranty of the safety, suitability or compliance of the customer's complete plant or process; certification of unrelated systems; or an assumption of the customer's statutory, operational, maintenance or site-management responsibilities. The customer shall independently manage hazards, interfaces and safeguards outside the agreed scope, including the integration and continued safe operation of electrostatic-control measures within its wider process.

14. Intellectual Property

The customer owns purchased physical goods and deliverables expressly identified as transferred. Mechindus retains all right, title and interest in its background intellectual property, firmware, reusable engineering, design methods, software, algorithms, know-how, templates, tools and schematics not expressly transferred. Unless otherwise agreed, the customer receives a non-exclusive right to use embedded or supplied Mechindus intellectual property only as necessary to operate and maintain the purchased supply for its intended purpose.

15. Confidentiality

Each party shall use reasonable care to protect the other's non-public technical data, plant information, pricing, drawings and proprietary information; use it only for the contract; and disclose it only to personnel and advisers who need it and are subject to appropriate confidentiality duties. This obligation does not apply to information lawfully public, already known without restriction, independently developed, or lawfully received from another source. A signed non-disclosure agreement prevails where it addresses the same subject.

16. Force Majeure

Neither party is liable for failure or delay, other than an obligation to pay an amount already due, caused by an event beyond its reasonable control that could not reasonably have been avoided or overcome. The affected party shall give reasonable notice, use commercially reasonable efforts to limit the effect and resume performance when practicable. If the event continues for a prolonged period and materially defeats the contract's purpose, the parties shall discuss a fair suspension, revised schedule or termination of the affected unperformed scope, with payment for work and commitments already made.

17. Limitation of Liability

To the extent permitted by law, neither party is liable to the other for indirect or consequential loss, including loss of profit, production, revenue, opportunity or business interruption. Mechindus' aggregate liability arising from an affected supply or service will normally not exceed the amount paid or payable to Mechindus for that affected supply or service. These limits do not apply to liability that applicable law does not permit a party to exclude or limit, and do not reduce an expressly agreed remedy or insurance obligation in a signed contract.

18. Compliance

Each party shall comply with applicable Indian law in performing the contract, conduct transactions lawfully, and not offer, request or accept a bribe or improper advantage in connection with the contract. A party shall promptly notify the other if it becomes aware of a material compliance issue affecting performance.

19. Governing Law and Disputes

The contract is governed by the laws of India. Senior authorised representatives shall first attempt in good faith to resolve a dispute through commercial negotiation. If a dispute is not resolved within 30 days after written notice requesting negotiation, it shall, where legally capable of arbitration, be finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, as amended. The tribunal will consist of a sole arbitrator jointly appointed by the parties; failing agreement, appointment will be made in accordance with that Act. The seat and legal place of arbitration is Hyderabad, Telangana, India; proceedings will be in English.

Courts at Hyderabad have jurisdiction for interim or supporting relief and for matters that are not legally capable of arbitration. Nothing prevents either party from seeking urgent protective relief from a court of competent jurisdiction.

20. General

An amendment or waiver is effective only when recorded in writing by authorised representatives. A delay in exercising a right is not a waiver. If a provision is invalid or unenforceable, it will be limited or severed to the minimum necessary and the remaining provisions continue. Neither party may assign the contract without the other's prior written consent, not to be unreasonably withheld, except to a successor in connection with a bona fide reorganisation or transfer of substantially all relevant business, subject to applicable law.

The accepted contract documents constitute the entire agreement concerning their subject and replace prior discussions on that subject. Formal notices shall be sent to the contractual or registered contact address stated in the order or later notified in writing, by a method providing a traceable record of delivery. Provisions intended by their nature to survive completion or termination, including payment, confidentiality, intellectual property, liability and disputes, will survive.

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