

MECH MAN TECHNO HUB

Proprietor: Bidisha Bhattacharjee

ANNEXURE – I

TERMS & CONDITIONS OF BUSINESS

v1.0 • 01-04-2026

1. VALIDITY

This quotation shall remain valid for **30 (thirty) days** from the date of issue. Upon expiry, the offer lapses automatically and a fresh quotation shall be required.

2. ACCEPTANCE & FORMATION OF CONTRACT

2.1 Offer

This Quotation constitutes a legal offer by Mech Man Techno Hub (“the Company”) to the Client (“the Client”).

2.2 Acceptance

A binding contract (“the Contract”) is formed only upon unconditional written acceptance by the Client. Acceptance can be provided by any of the following methods:

Method	Description
(a)	Signing this Quotation and returning a scanned copy to the Company
(b)	Issuing a formal Work Order or Purchase Order referencing this Quotation number
(c)	Clicking the “Accept” or “Approve” button or link on the email or WhatsApp communication sent by the Company, subject to written email confirmation within 24 hours
(d)	Making the advance payment as specified in Clause 3(a) below

Note: Acceptance via WhatsApp alone, without subsequent email confirmation or payment, shall not constitute a binding acceptance.

2.3 Electronic Contract Validity

The parties expressly acknowledge and agree that this Contract constitutes an “electronic contract” under Section 10A of the Information Technology Act, 2000. Accordingly, this Contract shall not be deemed unenforceable solely on the ground that electronic form or electronic means was used for its formation, including but not limited to offer, acceptance, revocation of offer or acceptance, and communication of any contractual term.

2.4 Valid Contract Under Indian Contract Act

This Contract satisfies all conditions for a valid agreement as prescribed under Section 10 of the Indian Contract Act, 1872, namely:

- (i) Offer by the Company via this Quotation
- (ii) Acceptance by the Client via written confirmation (including electronic means)
- (iii) Lawful consideration (the quoted price)
- (iv) Free consent of both parties
- (v) Lawful object

2.5 Electronic Evidence

All records of this Contract, including but not limited to emails, WhatsApp messages, electronic signatures, digital acceptance records, GPS location data, IP addresses, and timestamps, shall be treated as “primary evidence” under Section 61 of the Bharatiya Sakshya Adhinyam, 2023, and shall be admissible in legal proceedings without further proof of the original document.

2.6 Entire Agreement upon Acceptance

By accepting this Quotation through any of the methods specified in Clause 2.2 above, the Client agrees to be bound by all these Terms & Conditions in full, without exception.

3. PRICING AND PAYMENT TERMS

3.1 Advance Payment

50% (Fifty percent) of the total quoted value is due upon issuance of the Work Order / Purchase Order / acceptance of this Quotation. This advance payment must be cleared in the Company's bank account before any work commences.

3.2 Progress Payment

30% (Thirty percent) of the total quoted value is due upon completion of a milestone to be defined in the Work Order (e.g., completion of a specified installation stage, delivery of materials to site, or a mutually agreed date). This milestone must be confirmed in writing at the time of Work Order issuance.

3.3 Final Payment

The remaining 20% (Twenty percent) balance is due immediately upon completion of work and presentation of the final invoice. A grace period of seven (7) days from the date of final invoice is allowed.

3.4 AMC Payment Terms

For Annual Maintenance Contracts (AMC) and service agreements, the payment terms are 100% (One Hundred percent) in advance of the service period, unless otherwise explicitly agreed in writing.

3.5 Mode of Payment

All payments shall be made via bank transfer to the account of MECH MAN TECHNO HUB. Payment is deemed received only upon clearance of funds into the Company's bank account.

3.6 Late Payment

Overdue invoices shall attract an interest charge of 1.5% per month (or the maximum rate allowed by law, whichever is less), compounded monthly, upon failure of final payment within the allowed time.

3.7 No Unauthorized Deductions

No deductions other than applicable government taxes (TDS as per law) shall be permitted unless mutually agreed upon in writing by both parties.

3.8 Pricing — Non-GST Entity

Mech Man Techno Hub is not registered under the Goods and Services Tax (GST) Act. All prices quoted are inclusive of applicable taxes. No GST invoice will be issued. Clients who require a GST-compliant invoice should contact the Company for referral to the appropriate registered entity.

4. SCOPE OF WORK

4.1 Company's Scope

The supply, installation, testing, and commissioning of products and services explicitly described in this Quotation.

4.2 Client's Scope

The Client shall be responsible for, and shall bear the cost of, all necessary:

Item	Description
(a)	Civil works, including but not limited to cutting, drilling, chiseling, and restoration
(b)	Electrical works, including cabling, earthing, and panel modifications
(c)	Scaffolding of appropriate type, size, and safety certification
(d)	Provision of suitable lodging and meals (or a per diem allowance) for Company's personnel, if work is conducted outside the Client's primary location
(e)	Necessary permits, approvals, or NOCs from local authorities

5. STANDARDS AND WARRANTY

5.1 Product Standards

All products supplied shall meet relevant ISI, BIS, Oil Company, or other specified Indian standards as applicable to the product category.

5.2 Workmanship Warranty

The Company provides a warranty on workmanship for a period of 90 (ninety) days from the date of completion of work. Any defects arising from faulty workmanship within this period will be rectified free of charge (labour only).

5.3 Warranty Exclusions

This warranty does not cover defects caused by:

Exclusion	Description
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(a)	Misuse, abuse, or improper handling by the Client or any third party
(b)	Improper handling, storage, or operation not in accordance with manufacturer instructions
(c)	Modifications, repairs, or alterations not performed by the Company
(d)	Natural calamities, fire, flood, lightning, earthquake, or any force majeure event
(e)	Power surges, voltage fluctuations, or improper electrical supply
(f)	Normal wear and tear or consumable items (e.g., batteries, filters, belts, lamps)

5.4 Manufacturer's Warranty

Warranty for supplied products is limited to the original manufacturer's warranty terms. The Company shall assist the Client in lodging warranty claims but shall not be liable for any manufacturer defects beyond passing on the warranty benefit.

6. ADDITIONAL CHARGES

6.1 Out-of-Scope Work

Any parts, materials, labour, or accessories required to resolve issues not covered under our warranty or not included in the original scope will be quoted for and charged separately. No work shall be performed without prior written approval from the Client.

6.2 Emergency Services

Emergency services requested and provided outside of standard working hours (Monday to Saturday, 10:00 AM to 6:00 PM IST) will be charged at the Company's prevailing emergency rates, with a minimum charge of one hour.

6.3 Travel & Lodging

For sites located beyond 50 km from the Company's registered office, travel, lodging, and per diem expenses shall be borne by the Client at actuals, unless otherwise agreed in writing.

7. GOVERNING LAW, JURISDICTION & ELECTRONIC CONTRACT

7.1 Governing Law

This Quotation and any resulting Contract shall be governed by the laws of the Republic of India.

7.2 Electronic Contract Validity

The parties expressly acknowledge and agree that this Contract constitutes an "electronic contract" under Section 10A of the Information Technology Act, 2000. Accordingly, this Contract shall not be deemed unenforceable solely on the ground that electronic form or electronic means was used for its formation, including but not limited to offer, acceptance, revocation of offer or acceptance, and communication of any contractual term.

7.3 Valid Contract Under Indian Contract Act

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7.4 Electronic Evidence

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7.5 Jurisdiction

Any dispute arising out of or in connection with this Contract shall be subject to the exclusive jurisdiction of the courts located in Kolkata, West Bengal.

8. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance due to circumstances beyond their reasonable control, including but not limited to:

Event	Description
(a)	Natural disasters (earthquake, flood, fire, storm, lightning)
(b)	War, civil unrest, riots, terrorism, or sabotage
(c)	Government actions, lockdowns, curfews, or legal prohibitions
(d)	Strikes, lockouts, or labour disputes (excluding those specific to the party)
(e)	Power failures, internet outages, or telecommunication failures
(f)	Pandemics, epidemics, or public health emergencies

The affected party shall notify the other party in writing within 7 (seven) days of the force majeure event. Performance shall resume immediately upon cessation of the force majeure condition.

9. CANCELLATION POLICY

9.1 Cancellation by Client

In the event of cancellation by the Client after issuance of the Work Order or acceptance of this Quotation:

Stage	Consequence
(a)	The advance payment (50% of total value) shall be non-refundable
(b)	Any work already completed or materials procured at the time of cancellation shall be billed proportionately
(c)	The Client shall be liable for all reasonable costs incurred by the Company up to the date of cancellation

9.2 Cancellation by Company

The Company reserves the right to cancel this Contract if:

- The Client fails to make the advance payment within the agreed timeframe
- The Client provides false or misleading information
- The Client engages in conduct that hinders the Company's ability to perform

In such cases, the Client shall be liable for any work already performed and materials procured.

10. DISPUTE RESOLUTION

10.1 Good Faith Negotiation

The parties shall first attempt to resolve any dispute through good-faith negotiation within 15 (fifteen) days of written notice from either party.

10.2 Arbitration

If the dispute remains unresolved after 15 days, the matter shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted by a sole arbitrator mutually appointed by both parties. The seat and venue of arbitration shall be Kolkata. The language of arbitration shall be English.

10.3 Courts

Any matter not resolved through arbitration, or any matter requiring urgent interim relief, shall be subject to the exclusive jurisdiction of the courts in Kolkata, West Bengal.

11. ENTIRE AGREEMENT

11.1 Supersession

This Quotation, together with the accepted Work Order / Purchase Order, constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations, representations, and agreements, whether written or oral.

11.2 No Reliance

The Client acknowledges that it has not relied on any representation, warranty, or statement not expressly set out in this Quotation.

11.3 Amendments

Any amendment or modification to this Contract must be in writing and signed by both parties (which may include electronic signatures or email confirmation).

12. SEVERABILITY

If any provision of these Terms & Conditions is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remaining provisions shall continue in full force and effect.

13. WAIVER

No failure or delay by either party in exercising any right, power, or privilege under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise thereof.

For MECH MAN TECHNO HUB

Aritri Bhattacharjee, Proprietor

For CLIENT

Authorised Signatory