



# **GESAR Displays Pvt Ltd**

## **STANDARD TERMS + CONDITIONS**

Please review the following terms and conditions governing commercial activities with GESAR Robotics and Automation Pvt Ltd. GESAR reserves the right to change these Terms and Conditions at any time without notice and at its sole discretion. Any and all rights not expressly granted herein are reserved by GESAR.

### **1. General**

'Seller' shall mean a business component of GESAR Robotics and Automation Pvt Ltd located at Kolathur, Chennai. By purchasing products from Seller through electronic, phone, paper, or any other form of transmission, Buyer confirms that the following terms and conditions apply to Buyer's purchase of our products. Even if Buyer sends Seller another form of agreement, or modifications to this agreement, and Seller does not respond, these terms will be the terms of Seller's agreement. If Buyer does not agree with these terms, please contact GESAR Robotics and Automation Pvt Ltd to discuss modifications. Any modifications must be in writing and signed by Seller.

### **2. Price & Quotation**

Product prices are determined by written confirmation Buyer receives from Seller, including but not limited to prices stated on GESAR's official website. Verbal price quotations are subject to review and may not be honored by Seller. Modification to product price are not allowed, unless agreed in writing and signed by the Seller. All quotations are valid for 30 days, unless otherwise stated.

### **3. Installation, Maintenance, Product Training, and Other Services**

Product price quoted by Seller does not include any on-site installation, training, maintenance, or service unless specifically stated otherwise.

### **4. Limited Warranty**

Seller warrants product of its own manufacture against defective workmanship and material for a period of one year or three years as applicable to the product from the date of shipment unless specifically stated otherwise. Buyer's failure to conform to Seller's specifications regarding installation, maintenance, and usage will invalidate warranty. Any defective parts or products must be returned to the Seller's nearest facility for repair or replacement at the discretion of the Seller. This is Buyer's exclusive remedy for breach of warranty. THIS LIMITED WARRANTY IS GIVEN TO THE ORIGINAL PURCHASER. THE ORIGINAL PURCHASER IS NOT ENTITLED TO EXTEND OR TRANSFER THIS WARRANTY TO ANY OTHER



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PARTY UNLESS SPECIFICALLY STATED OTHERWISE. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

### **5. Limitations of Claims**

Seller will not be responsible for any harm arising out of Buyer's purchase, possession or use of any products supplied by Seller, Buyer's use of any function on Seller's web-sites or any technical advice Seller may offer, except as agreed in the Limited Warranty set out above. SELLER WILL NOT BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES. INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, COST OF ANY SUBSTITUTE FOR THE PRODUCTS BUYER BOUGHT, CLAIMS OF THIRD PARTIES OR INJURY TO PERSON OR PROPERTY.

### **6. Order Cancellation**

Buyer must notify Seller of any cancellation of confirmed orders in writing. Buyer may cancel any orders either within the first fourteen days of Seller receiving the order or before product shipment date, whichever event occurs first, without penalty. All orders cancelled after previously stated period will be subject to a 30% cancellation charge. All cancellation charges are due to Seller within 30 calendar days after the cancellation.

### **9. Returns**

Buyer should not return product unless authorized by Seller in writing. Buyer is responsible for all expenses of return product's freight. Seller will not issue credit for any returned product after the date that is thirty (30) calendar days after the date of shipment. All costs incurred by Seller prior to shipment shall be invoiced to and paid by the Buyer. Seller reserves the right to assess a 30% restocking fee for all returned products. All authorization returns must be securely packaged in their original shipping containers. If packaged in any other type of container and loss or damage occurs, additional charges may apply.

### **8. Delivery**

All shipments are from GESAR's production facility unless otherwise specified. Delivery dates are approximate only. Seller shall not be liable for delay or failure to make delivery as a result of events beyond Seller's control.



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### **9. Events Beyond Seller's Control**

Seller will not be responsible if Seller cannot perform under this agreement if events beyond Seller's control occur which make it impossible or commercially unreasonable for Seller to perform, including but not limited to so-called 'Acts of God', 'force majeure' events, raw material shortages, labor disputes, fires, floods, accidents, open hostilities, political or governmental insurrections, declaration of national emergencies or of war, governmental regulations, delays in transportation, lack of fuel, or failure of machinery or apparatus.

### **10. Intellectual Property**

Buyer shall make all necessary effort to safeguard Seller's intellectual property, such as patents, firmware, software, designs, and technology, and assumes all liability for patent and copyright infringements. All firmware, software, and hardware designs, as well as tooling or other materials will remain the property of the Seller unless specifically stated otherwise.

### **11. Export Control Compliance**

Buyer ensures that products, technology or software Buyer receives from Seller are exported by Buyer only in compliance with applicable laws, including India's export control laws. Buyer certifies that it will not use or knowingly support the use by others of such products, technology or software in the design, development, production or use of nuclear, chemical, or biological weapons or ballistic missiles.