

## General Terms & Conditions of Sale

### 1. The scope of the General Terms and Conditions of Sale and Delivery

- 1.1. These General Terms and Conditions of Sale and Delivery, hereinafter referred to as '**the GT&C**', specify the terms and conditions for the conclusion and execution of sale agreements and the delivery of goods to the Buyer by Khandroo Designs.
- 1.2. The maximum amount of damages payable by the Seller to the Buyer in respect of all liability, including liability arising from negligence, under or in connection with the Agreement shall not exceed 10% of the contractual value stated in the agreement.
- 1.3. All offers issued by the Seller are only valid for time outlined in the offer. If an offer is accepted but no deposit is made within seven (7) days, any price changes due to increases in material, transportation or delivery prices will be passed on to the Buyer.
- 1.4. The estimated time for delivery is calculated from the time the initial deposit has been received and a signed copy of the shop drawings and offer have been received by the seller.

### 2. Terms and Conditions of delivery

- 2.1. If the agreement includes transportation and delivery of items in scope to the jobsite, the Buyer agrees to collect the ordered goods within the established time limit of 2 hours on the set date and to prepare for and carry out the unloading at the delivery site in a technically appropriate manner, and to conduct the quantitative and qualitative acceptance, in terms of obvious defects, prior to unloading. Any and every risk of damage or loss of goods shall pass to the Buyer upon commencement of the unloading. The Buyer is obliged to inspect the shipment to determine whether it has been visibly damaged in transit. If such damage is identified, the Seller must be notified immediately. If the condition of the shipment gives no cause for reservation, and damage is found during unpacking, the Seller shall be informed without delay or no later than (5) five days from the delivery date. After this period, the goods shall be considered to have been accepted without objections. Where unloading is carried out by the Buyer, all risk associated with the goods shall pass to the Buyer upon the commencement of unloading.
- 2.2. If unloading should be impossible for any reasons on the Buyer's side, the Buyer shall cover both the costs of storage, insurance, and the costs of re-transportation and redelivery.
- 2.3. The Seller declares that the deadline for carrying out a delivery may be subject to change on account of the direct and indirect consequences of the nationwide and/or global spread of COVID-19, supply chain crisis and in respect of its impact on transportation, business production capabilities, including staff attendance, on the market and on the applicable laws. Should such a change in deadline occur, all the Seller's liability in relation to late deliveries shall be suspended, as shall the Seller's liabilities in respect of contractual penalties. The Seller shall notify the Buyer of any eventual changes to the delivery date.

### 3. Terms of Payment

- 3.1. Payment is due upon billing. Any delays in issuing payment to the Seller will result in delays of delivery of the goods ordered.
- 3.2. The date upon which funds are credited to the Seller's bank account shall be deemed to be the date upon which the payment is made.
- 3.3. The Buyer is not authorized to withhold payment of an invoiced amount for reasons of reported complaints or other claims related to the execution of the agreement.
- 3.4. In the event of late payment, the Seller will calculate interest at the statutory rate for late payment in commercial transactions and in observance of current inflation rates.

**4. Warranty & Seller's liability for defective goods**

- 4.1. Detailed information on the warranty offered by Khandroo Designs can be found in the "Limited Warranty for Products" document provided separately to the Buyer. Standard Warranty includes a limited 5-year warranty on profiles, hardware and glazing.
- 4.2. For the Seller to process a complaint, it is essential for the Buyer to provide information in the form of a detailed description and photographic documentation. Discrepancies in the delivery or defective goods, if any, should be reported in accordance with the complaint procedure outlined in the "Limited Warranty for Products" document

**5. Force majeure**

- 5.1. The Seller shall not be liable for non-delivery or inappropriate delivery if it is a consequence of exceptional occurrences beyond the Seller's control, and, in particular, of a legislative act introduced by the authorities or *force majeure* events.
- 5.2. The following, in particular, are considered to be *force majeure* events: natural disasters, earthquakes, wars, civil unrest, mobilization, shortages of raw materials, transport shortages, strikes, lockouts, and unpredictable events disrupting the Seller's or his manufacturing partners production and logistics process.

**6. Withdrawal or change of an order**

- 6.1. The Buyer may amend an order solely by notifying the Seller in writing, no later than one business day after the Buyer has received the order confirmation. An order cannot be withdrawn or changed after the production process of the ordered goods has commenced. No refunds will be issued.

12/10/2024