



## **TERMS AND CONDITIONS OF CONTRACT - INTERIOR DECORATION (PRODUCTS)**

### **1. CONTRACT**

(a) Only these terms and conditions and the product details shown on the Quotation enclosed form the Contract between us, so it is important that you check to make sure everything you want is included. We have asked you to read these terms and conditions and sign on the each page to confirm that you agree to them. Any warranties or promises, representation given or discussion held verbally by any person on behalf of us that are not noted and detailed herein will not form any part of this contract and we will not be responsible for the same.

(b) You have understood all the terms and conditions, features, designs, drawings, notes, abbreviations, specifications and applications of the products before signing the attached order, drawings including price proposal in acceptance of the same.

(c) Since product development is an ongoing process, hence, product design and specification may vary slightly without altering the functioning in any way. (d) You have fully understood that this contract may be subject to a survey and approved deviation if any and credit check to be carried out by Rococo.

(e) The Price shall be valid for six months from the date of the Contract.

### **2. CHANGES TO THE CONTRACT**

If either of us wants to make any changes after this contract has been signed, both the parties will need to agree to them in writing. Sometimes we may need to make minor technical changes to the product specifications which are unavoidable and we will not notify you in such cases.

### **3. CANCELLATION OF CONTRACT**

(a) You shall not cancel this contract subject to as hereunder, so sign it if you are sure you wish to purchase the products shown and you can comply with the terms and conditions.

(b) If we cancel the contract, we will notify and refund your deposit. We may cancel the contract if (i) we cannot reach an agreement with you over our suggested changes or any pricing changes after we have carried out the survey (ii) there is a breach of contract or refusal to comply with statutory requirements such as Building Regulations etc.

(c) It shall be clearly understood that the product under this order/contract is customised for you and cancellation charges will be applicable as follows;

1. If you cancel the contract before survey and cancelled order value is 50% or more of the order value than the minimum applicable cancellation charges is 10% of the cancelled order value or Rs 25,000/- plus applicable taxes, whichever is lower.

2. If you cancel the contract before survey and cancelled order value is less than 50% of the order value then the minimum applicable cancellation charges is 10% of the cancelled order value or Rs 10,000/- plus applicable taxes, whichever is lower.

3. If you cancel the order after survey but before production then cancellation charges will be 150% of above cancellation charges plus actual cost incurred on your order by Company.

4. Once product has been produced, in such case cancellation of order/contract is not permitted and sale consideration amount shall be recoverable. Besides above, damages/charges as incurred by us will be borne by you for which we shall be sole judge. We have right to adjust Advance paid by you against these charges.

#### 4. SURVEY

(a) We may carry out a survey to make sure that what you have requested can properly be installed at your site/premises. If problems arise at survey, we will let you know.

(b) You agree that all drawings, specification, notes, abbreviations (i.e make -ups, add-ons & trims) and proportions (i.e vent heights, casement widths etc., sill depth, height, widths) have been explained to you by the surveyor and all information agreed in writing to on this survey is contractually binding upon you under the terms and conditions of this contract.

(c) It be expressly understood that final production of the product will commence only after survey is done.

(d) You agree that all information discussed between yourself and the representative has been passed to the surveyor, as well as any relevant information regarding the appearance has been added to the contract in your presence.

#### 5. DELIVERY SCHEDULE

(a) If any delivery dates communicated to you, these can only be estimates. Actual dates may vary. We will let you know when the products are ready. We will do our best to keep to this date but if delay arises due to reasons beyond our control, we will let you know and offer you the next earliest convenient date. Time is not the essence of the contract

#### 7. Payment

(a) In all cases, 90% payment must be made during the Site and prior to completion of your Site as per the Payment Terms. Where there is a delay in receipt of payment as per the payment schedule advised/negotiated by us, the schedule shall not be binding on us and the quoted delivery time shall be extended to reflect the period of delay.

You will adhere to the payment schedule in all respect. The payment made shall not fall under the prohibition Banami Transaction Act, 1988 as amended up to date. If found you shall be liable for consequences of the same.

(b) All Taxes & Duties including GST will be charged at actual as applicable at the time of billing. Any change in taxes will be borne by the customer.

(c) Payment Details (For NEFT/RTGS):

We prefers to receive payments through Netbanking transfers.

Account Name: Rococo

A/C No. : 50200066131011

Name of Bank: HDFC RTGS/NEFT/IFSC Code:HDFC0001062

#### 8. Warranties

1. Warranty for this product provided by Rococo covers a period of ten years for plywood/paint/varnish/and one year for associated hardware used in making lights or furniture.
2. The warranty of this product provided by Rococo also covers one year period for internal working and associated hardware from the month of dispatch.
3. This warranty extends to the original purchaser only.
4. Upon return of the defective product to Rococo within the warranty period it shall at its sole discretion and judgment repair/replace the product as necessary free of charge.
5. The warranty is only applicable if the products i.e (handle, hinges etc.) are installed by Rococo/Authorized Service Station.
6. This warranty covers defects due to all faulty parts and/or functions, resulting despite user's normal use will be repaired and/or replaced at no charge during the warranty period.
7. The Warranty shall not apply to following:
  - (a) In case of breakage/Crack of the glass.
  - (b) If the copy of invoice is not produced at the time of warranty claim.
  - (c) Any product for which you have not paid the total sales price.
  - (d) Any defects in windows & doors, Internal Doors arising from wear and tear, wilful or accidental damage, negligence, neglect ,misuse, breakages, scratches, structural or latent defects at your property or causes beyond our control. Malfunction or damage due to inappropriate operation or impact, improper use, abuse or negligence by the customer, or to any misuse of the product as described in manufacture manual/guidelines.
  - (e) Damage caused due to weather and environmental conditions.
  - (f) In case of product finishing is affected by Colour, gloss and luster of the article.
  - (g) If exposed with any chemical substance, oil, lubricants, acid fumes, liquid steam etc.
  - (h) Products are refitted or tempered with installation in any manner or any product installed by unauthorized service person. Improper fixing the products by non recommended tools and practices.
  - (i) Use of goods contrary to our recommendations.
  - (j) Products which cannot be accessed for routine service and damage to the operating mechanism caused by the presence of dirt and debris from inadequate maintenance.
  - (k) If Grills(Fix) are mounted on sill and windows/doors cannot be accessed for service.
  - (l) Civil work, painting, POP, flooring and other work of similar nature is carried out after installation of products leading to damage to product & hardware or affecting performance of product & hardware (rollers, handle, friction stay,etc.) in the long-term.
  - (m) Performance of the product varies according to the outer environment and uses.
  - (n) In Case of damage to the "Shades and surface finish" due to usage of aggressive cleaner and contrary to recommended use of cleaning details as mentioned in terms of the agreement.

8. Neither the authorized Service centre nor the Rococo that sold the product nor the manufacturer or any its affiliates shall be responsible for any delay in repairs in the event that the Rococo does not have the parts in stock necessary for the warranty servicing of the product.

9. Except for the warranties set forth herein,rococo disclaims all other warranties, express or implied or statutory, including, but not limited to the implied warranties or merchantability/manufacturer or fitness for particular purpose. Any implied warranties that may be imposed by applicable law are limited to the duration of this limited warranty. In no event Rococo shall be liable for any incidental, special or consequential damages, consequential human injury or loss, including, but not limited to loss of business, profits, or use whether in an action or tort or bases on warranty arising out of or in connection with the use or performance of the product. The Company Maximum liability hereunder is limited to the purchase price of the product.

10. In case of any new owner wish to make use of the warranty for the remaining period. To Formalize the transfer of the warranty,rococo should be informed so that: (a) Records can be amended (b) An inspection of can be carried out to certify their condition. A Nominal Transfer fees of Rs.5,000/- will be charged. Since Warranty is applicable to end customer in case of builder property,rococo shall liable to provide warranty to first allottee of property without charge.

11. The warranty can be invoked only after making payment of the invoice in full within prescribed time.

12. Rococo also reserve the right of changing any or all terms and condition under this warranty without prior notice and also on admissibility of claim under this warranty.

13. No terms and conditions other than those stated herein, and no agreement or understanding, oral or written, executed or expressed prior to this warranty in any way shall be binding to rococo.

## 09. LAW AND JURISDICTION

That this contract and the rights and obligations of the parties under this contract shall be construed and enforced in accordance with the laws of India. The Court of West Bengal shall have jurisdiction in case any dispute arises between us in respect of this contract.

## 10. CHEQUE BOUNCING CHARGES

In case, cheque submitted by you bounced, We shall levy a cheque bouncing charge of INR 500/- per instrument and rococo reserve its rights to initiate case proceeding as advised under law.

## 11.ROCOCO AGREEMENT

This Agreement constitutes the rococo agreement between us. No agreements, representations, or warranties other than those specifically set forth herein shall be binding on any of the parties unless set forth in writing and signed by both parties.

Payment details

CHEQUE/RTGS/NEFT/IMPS

1. \_\_\_\_\_ Date of Receiving \_\_\_\_\_ Cheque Date \_\_\_\_\_ Bank Name \_\_\_\_\_

2. \_\_\_\_\_ Date of Receiving \_\_\_\_\_ Cheque Date \_\_\_\_\_ Bank Name \_\_\_\_\_

3. \_\_\_\_\_ Date of Receiving \_\_\_\_\_ Cheque Date \_\_\_\_\_ Bank Name \_\_\_\_\_

4. \_\_\_\_\_ Date of Receiving \_\_\_\_\_ Cheque Date \_\_\_\_\_ Bank Name \_\_\_\_\_

5. \_\_\_\_\_ Date of Receiving \_\_\_\_\_ Cheque Date \_\_\_\_\_ Bank Name \_\_\_\_\_

\_\_\_\_\_  
Total Amount-----

- \_\_\_\_\_  
1. Bank Name \_\_\_\_\_  
2. Bank Name \_\_\_\_\_  
3. Bank Name \_\_\_\_\_  
4. Bank Name \_\_\_\_\_  
5. Bank Name \_\_\_\_\_

- \_\_\_\_\_  
1. Amount (Rs.) \_\_\_\_\_  
2. Amount (Rs.) \_\_\_\_\_  
3. Amount (Rs.) \_\_\_\_\_  
4. Amount (Rs.) \_\_\_\_\_  
5. Amount (Rs.) \_\_\_\_\_

\_\_\_\_\_  
I hereby accept the estimate as per above mentioned price and specifications. I have read and understood the terms & conditions and agree to them.

\_\_\_\_\_  
Signed by Representative/Business Associate

\_\_\_\_\_  
Signed by Client

