



**Rieter India Pvt. Ltd.**  
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## General Conditions of Service

### 1. Scope of Validity

These conditions are valid for the service of machines and plants sold by Rieter India

These conditions of service are valid for all non-warranty service work to be carried out by Rieter India Private Limited (hereinafter called Rieter India). Any conditions stipulated by the customer which are in contradiction to these General Conditions of After Sale shall only be valid if expressly acknowledged by Rieter India in writing.

### 2. Technical Documentation

All the technical documentation belonging to service personnel of Rieter India may not be copied, reproduced or communicated in any way to a third party without the written consent of Rieter India.

### 3. Obligations of the Customer

(i) The customer shall undertake all that is deemed necessary in order that work can be commenced on time and carried out without hindrance or interruption

(ii) Should the customer only partially fulfill his obligations, Rieter India is entitled to remedy such deficiencies either himself or by means of third parties. The costs arising from such a procedure are to be paid by the customers.

(iii) Should Rieter India's personnel encounter any danger or be considerably hindered in carrying out the work due to any reason beyond the control of Rieter India, Rieter India shall withdraw the service personnel from the site of the customer. In such cases, and also should personnel be retained after completion of the work, the

corresponding hourly/daily rates are invoiced as waiting time, in addition to the traveling expenses and daily allowances.

(iv) Customer shall be responsible for any damage caused by his personnel. This applies also if Rieter India's personnel are directing or supervising the work.

(v) The customer, at his own expenses, shall carry out all the accident prevention measures required. In particular, he has to inform Rieter India expressly when special consideration is to be taken with regard to the work carried out by the customer and/or any other contractor. Rieter India shall be entitled to refuse or stop any work if the safety of the personnel is not guaranteed

The customer is to provide any necessary assistance should Rieter India's personnel suffer an accident or become ill.

### 4. Work Carried out on the Instructions of the Customer

Without written permission of Rieter India, the customer is not allowed to employ Rieter India's personnel for work which does not form part of the contract. Even if Rieter India has agreed to such work, no responsibility for the same shall be taken by Rieter India. Rieter India accepts no responsibility for any work carried out by its service personnel for the customer without Rieter India's instruction.

### 5. Working Time

(I) Normal working hours will be 8 hours per day excluding Sundays / Mill Holidays / Public Holidays.

(ii) Working hours in excess of normal weekly or daily working time are defined as overtime. Overtime work is permitted only when agreed by both parties. Overtime work should not, as a rule exceed the daily working time by more than two hours and the normal weekly working time.

(iii) Sunday working (weekly holiday) should not be entertained. If in case of urgent need, prior clearance needs to be taken from representative offices of Rieter India.

**6. Time Sheets of Service Personnel**

On presentation of time sheets, the customer shall verify the work performed by Rieter India's personnel with his signature. If this verification is not undertaken by the Customer in due time, the entries of Rieter India personnel shall serve as a basis for calculation.

**7. Board and Lodging**

The customer shall pay directly to Rieter India's Service Engineer, daily allowance of Rs.1,200/- per calendar day plus arrange decent air-conditioned single occupancy hotel accommodation / lodging facilities

**8. Risk of Damage or Loss**

(i) During the performance of work, the customer shall bear the risk of loss or damage of items, plants etc., on which work has been carried out, be destroyed due to reasons beyond the control of Rieter India.

(ii) In addition, the customer shall also bear the risk for the tools, equipment and materials provided by him.

**9. Non-liability**

Rieter India's liability for all kinds of financial damages, in particular for production shutdown, lost profit, loss of use, losses resulting from a delay

as well as for contractual losses or consequential damages, shall be excluded in any event with the exception of cases of gross negligence or intention on the part of Rieter India. The total liability shall be restricted to twice the service charges

**10. Payment**

Payment should be made in advance unless otherwise agreed. All payments should be in At Par Cheques / Drafts drawn in favor of Rieter India Private Ltd., payable at Coimbatore on any of the scheduled banks. Interest @ 15% p.a. shall be charged in case of payments received after the due date. While making payment, Rieter India's Invoice Number / Date has to be mentioned by the customer Bank charges will be to customer account.

**11. General Terms**

Any changes to the contract are valid only if agreed upon in writing. Should any provisions herein prove to be ineffective, this shall not affect the validity of the remaining conditions. The parties agree to replace non-valid conditions by new ones, which are consistent as far as possible with the economic objective of the contract

**12. Taxes**

The customer shall pay all applicable taxes either existing or that may be imposed or assessed in future on the sale. The customer undertakes to submit prescribed Income Tax deduction certificates (Form 16A) to Rieter India within the time limit prescribed under the Income Tax Act of 1961.

**13. Jurisdiction**

Any disputes arising out of the contract shall be settled in court of competent jurisdiction located with the city limits of New Delhi.

RIETER INDIA PRIVATE LIMITED



**Authorised Signatories**

We agree to the above terms & conditions

**Signature & Seal of the customer**