

VARUN AUTOCOAT INDIA PRIVATE LIMITED

ISO & IAF Certified Organization

Terms and Conditions

Effective Date: July 2026

TERMS AND CONDITIONS

Definitions and Interpretation

Definitions

In these Terms and Conditions, unless the context otherwise requires:

- "Company" means Varun Autocoat India Private Limited.
- "Customer" means any person, firm, or company purchasing products or services from the Company.
- "Products" means powder coating materials and related products supplied by the Company.
- "Services" means powder coating application, consultation, and technical support services provided by the Company.
- "Quotation" means a written estimate of costs for Products or Services provided by the Company to the Customer.
- "Order" means a written instruction from the Customer to the Company to supply Products or Services.
- "Agreement" means the agreement between the Company and the Customer for the supply of Products or Services, incorporating these Terms and Conditions.

Quotations and Acceptance

Quotations

All quotations provided by the Company are valid for thirty 7 days from the date of issue unless otherwise specified. Quotations are subject to change based on market conditions, raw material costs, and currency fluctuations. The Company reserves the right to withdraw or modify a quotation at any time before acceptance by the Customer.

Acceptance of Order

An Order is deemed accepted by the Company upon written confirmation via email or purchase order acknowledgment. The Company's acceptance of an Order constitutes the entire agreement between the parties, and these Terms and Conditions shall apply to all Orders unless expressly modified in writing by both parties.

Order Confirmation

Upon acceptance, the Company will provide a written Order Confirmation specifying: • Description and quantity of Products or Services • Unit and total prices • Delivery schedule • Payment terms • Delivery location • Special instructions or requirements.

Prices and Payment Terms

Pricing

Prices quoted are valid for the period specified in the quotation and are in Indian Rupees (INR) unless otherwise stated. Prices exclude all applicable taxes including GST (Goods and Services Tax) and other levies, which will be added to the invoice separately. Prices may be

subject to adjustment for: • Changes in raw material costs • Changes in currency exchange rates • Any additional specifications requested by the Customer.

Payment Terms

Unless otherwise agreed in writing, payment terms are: • 50% advance payment with Order placement • 50% balance payment before delivery or on delivery Payment should be made via: • Bank transfer to Company's designated account • Cheque (crossed, in favor of Varun Autocoat India Private Limited) • DD (Demand Draft) • Any other method as agreed in writing Payment must be received by the due date. Late payment may attract interest at 1.5% per month or as per applicable law.

Invoice

Invoices will be raised upon dispatch of Products or commencement of Services. All invoices must be paid within the agreed payment terms. The Customer must immediately notify the Company of any discrepancies in the invoice within 7 days of receipt.

Delivery

Delivery Schedule

Delivery dates specified in the Order Confirmation are approximate and not guaranteed unless expressly confirmed in writing. The Company will use reasonable efforts to meet delivery schedules but shall not be liable for any delay caused by: • Factors beyond the Company's control (Force Majeure) • Customs clearance delays • Transportation issues • Customer-caused delays in providing required information.

Delivery Conditions

Delivery shall be EXW (Ex-Works) from the Company's facility unless otherwise agreed • Risk of loss or damage to Products transfers to the Customer upon delivery from the facility • The Customer is responsible for arranging transportation and insurance • The Company can arrange transportation at additional cost if requested • Delivery is subject to clearance of all outstanding payments.

Application Services

For powder coating application services: • Schedules will be confirmed upon order placement • The Customer must provide access to facilities and materials as per specifications • The Company's team will conduct work during mutually agreed times • The Customer is responsible for surface preparation unless specifically contracted to the Company.

Quality Assurance and Warranty

Quality Standards

All Products supplied are: • ISO and IAF certified • Tested for compliance with applicable standards (IS 4410, ASTM standards) • Supplied with batch test certificates verifying quality compliance • Supported by technical documentation and safety data sheets.

Application Services Quality

Application services are performed by trained professionals following: • Documented procedures per ISO standards • Surface preparation protocols • Electrostatic spray application standards • Curing process controls • Quality inspection procedures with documented records.

Product Warranty

The Company warrants that Products:

- Conform to specifications in the Order Confirmation
- Are fit for the purpose specified by the Customer
- Are free from defects in manufacture and materials
- Meet applicable quality and industry standards

This warranty is valid for 12 months from the date of delivery, provided:

- Products are used in accordance with technical specifications
- Products are stored in proper conditions (temperature, humidity)
- Products have not been opened, modified, or misused.

Application Services Warranty

Application services are warranted for 12 months against:

- Coating defects resulting from the Company's application process
- Improper adhesion caused by application techniques
- Coating thickness not meeting specified ranges

Warranty does NOT cover defects resulting from:

- Improper surface preparation
- Use of products beyond shelf life
- Environmental conditions during application
- Misuse or modification after application.

Warranty Claims

Warranty claims must be:

- Made in writing within 15 days of discovering the defect
- Accompanied by photographic evidence and detailed description
- Supported by proof of proper storage and usage
- Subject to inspection by the Company

The Company's liability is limited to repair, replacement, or refund of the defective portion. The Company reserves the right to inspect defective Products before processing claims.

Limitation of Liability

To the maximum extent permitted by law, the Company shall not be liable for:

- Indirect, incidental, special, or consequential damages
- Loss of profits, revenue, or business opportunities
- Loss of data or information
- Costs of procurement of substitute goods or services
- Business interruption or loss of use
- Damages caused by misuse, abuse, or negligence of the Customer

The Company's total liability under any Agreement shall not exceed the value of the Products or Services supplied in that Agreement.

Specifications and Customization

Product Specifications

The Customer must clearly specify all requirements including:

- Color and finish specifications
- Coating thickness requirements
- Surface preparation needs
- Application environment conditions
- End-use application.

The Company will provide technical guidance, but the Customer is responsible for confirming suitability of Products for their specific application.

Color Matching

Color samples are provided as reference only

- Actual colors may vary slightly due to lighting and material factors
- Final color approval must be obtained before bulk supply
- Color matching is guaranteed only against approved shade cards
- The Company is not responsible for color variations due to environmental factors.

Intellectual Property

All intellectual property rights, including patents, trademarks, copyrights, and technical know-how related to the Company's Products and Services remain the exclusive property of the Company • The Customer may not reproduce, modify, or reverse-engineer any Products or processes • Use of Company's trademarks or logos is prohibited without written permission • Technical data and specifications provided are confidential and must not be disclosed to third parties.

Confidentiality

The Customer agrees to maintain confidentiality of all technical information, quotations, and business proposals provided by the Company • Confidential information may not be disclosed to competitors or unauthorized third parties • The Customer is liable for any unauthorized disclosure by its employees or agents • Confidentiality obligations continue for 3 years after termination of the Agreement.

Compliance and Regulatory

The Company complies with all applicable laws, regulations, and ISO standards in India • Products are manufactured in compliance with environmental regulations • The Customer must comply with all applicable laws in their jurisdiction • The Customer is responsible for obtaining any required regulatory approvals or certifications • The Company is not responsible for changes in regulations affecting product suitability.

Force Majeure

The Company shall not be liable for non-performance or delays caused by events beyond its reasonable control, including: • Natural disasters (earthquakes, floods, storms) • Pandemics or epidemics • Wars, terrorist acts, or civil unrest • Government actions or regulatory changes • Labor strikes or industrial action • Utility failures (power outages, internet disruptions) • Transportation disruptions In case of Force Majeure, the Company will notify the Customer within 5 days and discuss alternative arrangements.

Cancellation and Returns

Cancellation

Orders can be cancelled only with written consent of the Company • Cancellations before production commences: 50% cancellation charge • Cancellations after production: 75% cancellation charge • Cancellations after dispatch: No cancellation allowed; Products are final sale.

Returns

Products may be returned only if defective or non-conforming • Returns must be initiated within 7 days of delivery • Original packaging and documentation must be intact • Freight costs are borne by the Company for defective Products • Returned Products will be inspected and replaced or credited accordingly.

Disputes and Dispute Resolution

Any disputes arising out of this Agreement shall first be resolved through mutual discussion • If unresolved, either party may submit to mediation • If mediation fails, disputes shall be resolved through arbitration as per the Arbitration and Conciliation Act, 1996 • Arbitration shall be conducted in Greater Noida, Uttar Pradesh, India • The decision of the arbitrator shall be final and binding on both parties.

Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of India • The jurisdiction for all legal proceedings shall be the courts of Greater Noida, Uttar Pradesh • Nothing in these Terms shall be construed to exclude or limit liability that cannot be excluded or limited under applicable law.

Termination

The Agreement shall continue until all Products are delivered and Services are completed • Either party may terminate the Agreement in writing if the other party materially breaches and fails to remedy the breach within 15 days of notice • Upon termination, the Customer remains liable for: All goods already supplied - All payments due - Any outstanding charges or liabilities.

Amendments and Modifications

The Company reserves the right to amend these Terms and Conditions at any time • Amendments will be communicated to the Customer via email or website • Continued engagement with the Company constitutes acceptance of amended terms • For significant changes, 30 days' notice will be provided.

Entire Agreement

This Agreement, including the Order Confirmation and these Terms and Conditions, constitutes the entire agreement between the parties • All prior negotiations, understandings, and agreements are superseded • No oral commitments, representations, or warranties exist unless confirmed in writing • Modifications must be agreed in writing and signed by authorized representatives.

Severability

If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

Contact Information

For inquiries or disputes regarding these Terms and Conditions, contact: Varun Autocoat India Private Limited Greater Noida Facility (Distribution Hub): Plot No-126, Udyog Kendra-1, Ecotech-3 Greater Noida, GB Nagar, Uttar Pradesh 201307, India Phone: +91 - 9711069777 | +91- 9999245818 Email: contact@varunautocoat.com.

Sikandarabad Facility (Application Plant): Sikandarabad, Uttar Pradesh 203206, India

Acknowledgment

By placing an Order with [Varun Autocoat India Private Limited](#), the Customer acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions. If the Customer does not agree with any term, they should not proceed with the Order.