

General Terms and Conditions – Visphotgraph Instrument

1. Quotation Validity

The quotation issued for the Visphotgraph Instrument shall remain valid for sixty (60) days from the date of issue. Any order placed after this period may require a revised quotation.

2. Supply Schedule

The instrument shall be supplied within ninety (90) days from the date of Booking (receipt of 50% advance payment). Delivery timelines may vary due to unforeseen circumstances, and the supplier will inform the purchaser of any delays.

3. Risk Transfer & Title

Risk of loss or damage shall pass to the purchaser upon dispatch of the instrument from the supplier's premises. Title to the goods shall pass only upon receipt of full payment.

4. Inspection & Acceptance Period

The purchaser shall inspect the instrument within seven (7) days of delivery and notify the supplier in writing of any defects. Failure to do so shall be deemed acceptance.

Warranty Terms

The Visphotgraph Instrument is covered by a one-year (1-year) standard warranty against manufacturing defects from the date of delivery.

On-site warranty is **not** provided in the event of hardware failure. The system must be sent to the Swaprayog Laboratory at Kharagpur for repair or replacement. Software-related issues may receive limited remote support. The warranty obligation is limited to repair at the supplier's discretion and does not cover consumables or normal wear and tear. The warranty shall be considered void under the following conditions:

- Damage caused by water leakage
- Damage due to improper handling or misuse
- Physical breakage
- Electrical burning or damage caused by incorrect power supply
- Unauthorized repairs, tampering, or modifications

5. Liability

The supplier shall not be liable for any indirect, incidental, or consequential damages arising from the use or inability to use the instrument. The supplier's total liability under any circumstances shall be limited to the total value of the instrument supplied.

6. Payment Terms

A valid Purchase Order (P.O.) must be issued by the purchasing organization. 50% of the total value must be paid as a booking amount to initiate the supply process. The remaining balance must be paid within 7 days from the date of receive instrument dispatch unless otherwise agreed in writing. Delay in payment may result in incurring additional interest depending upon the nature of delay.

7. Intellectual Property Rights

All intellectual property rights related to the instrument, software, and documentation remain the exclusive property of Swaprayog Technologies. Any technical, commercial, or confidential information exchanged shall not be disclosed to third parties without prior written consent. **If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.**

8. Training

Training for handling the instrument will be provided free of cost at IIT Kharagpur. Training and installation shall also be provided at other places with the cost of travelling, fooding, lodging and incidental charges of the trainer. Additional on-site training may also be provided at the purchaser's location time to time subject to payment of travel, fooding lodging and incidental charges.

9. Installation Requirements

Installation may be supported remotely or on-site as per prior agreement. The purchaser must ensure suitable electrical supply, environmental conditions, and necessary infrastructure as recommended in the technical manual.

10. Acceptance

Placing an order or making any payment indicates that the purchaser has read, understood, and accepted these Terms and Conditions.

11. Website

For more details about products and company information, please visit: swaprayog.in

12. Payment Confirmation

Booking payment confirms acceptance of the quotation and Terms & Conditions.

All required details, payment proofs, or communication should be sent to:

swaprayogtechnologies@gmail.com

13. Calibration Policy

Lifetime calibration service is free, and first-year server support is included.

It is recommended to send the system to the Swaprayog Laboratory at Kharagpur once every year for calibration and software updates.

Courier charges must be borne by the user.

Swaprayog is not responsible for any physical damage caused due to courier mishandling. Swaprayog shall not be responsible for operational downtime during calibration or transit.

After the first year, nominal server charges will apply for online support.

14. AMC (Annual Maintenance Contract)

After the warranty period, AMC services can be provided at an additional cost upon request.

15. Software License

The software provided with the instrument is licensed for use exclusively with the supplied hardware.

Redistribution, reverse engineering, or unauthorized copying is strictly prohibited.

16. Technical Specifications Compliance

The purchaser is responsible for ensuring suitable installation conditions, including power quality,

environment, and operational compliance with the user manual.

Failure to maintain recommended conditions may affect performance or void the warranty.

17. Cancellation Policy

Orders cancelled after confirmation may incur cancellation charges based on components purchased and work completed. The booking amount may be non-refundable once procurement or manufacturing has commenced.

18. Jurisdiction

All legal disputes shall fall under the jurisdiction of Kharagpur, West Bengal, India.