



Atlas Copco

Authorized Distributor

Proposal presented to
M/s. Emerging Projects Pvt. Ltd.

AIRPRAX

Airprax Pneumatics LLP.

#253/A, 2-B Main Road, I Phase

Girinagar, Bengaluru 560 085

Satyanarayana GV : 9742233402 | 9148222231

satya@airpraxpneumatics.com | sales@airpraxpneumatics.com



Date: 12-05-2021
AP/EPPL/SA/041205/R1

M/s. Emerging Projects Pvt. Ltd.

Cosmos Hospital, Prem Nagar, Moradabad

Dear Sir,

Subject: Offer of Oxygen Generator Package

Referring to your enquiry, please find attached a proposal covering the product features and a commercial quote for your perusal and decision.

We, at Airprax Pneumatics LLP, are a professionally managed solution-oriented team, dealing in Compressed Air solutions from Atlas Copco, the world leader.

We would like to briefly introduce you to Atlas Copco. **Atlas Copco, the world's largest manufacturer of industrial air and gas compressors for the last over 135 years, has pioneered the conception, rationalization and realization of the screw compressor technology worldwide. This USD 8-billion-market company, with its manufacturing plants in Wilrijk in Belgium and Pune in India, has its huge and happy clientele spread across over 150 countries. Notably, the Company has the largest market share in screw compressors in India, for the last half a century.**

Right from inception, it has been our single point and focused endeavor to provide effective solutions to compressed air requirements. Atlas Copco machines, manufactured with the ever-updated latest technologies, are known to meet the needs of our valued customers to their fullest advantage and satisfaction.

In the Indian context, Atlas Copco Compressors are running in most of the Indian systems. The tremendous customer confidence in us bears testimony to the high quality and great performance of these machines.

We look forward to closely work with you in the task proposed here. Please peruse the attached Proposal, which is optimized to meet your needs fully. We are confident that our offer will instill full faith and confidence in every aspect and bring us a trusted business relationship with you. Should you need any further information/clarification, we would be much pleased to instantly respond.

Thanking you again for your enquiry and faith reposed in our product.

Yours sincerely,

For Airprax Pneumatics LLP

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Pricing Summary

Description	Data	Total Price	
Flow Rate	Upto 1000LPM	₹ 1,45,00,000.00	These prices include special Air Freight Charges of Imported Equipment i.e. PSA O2 CONCENTRATOR.
Oxygen Purity	93 % +- 3 %		
Outlet Pressure	4.0-4.5bar		
Relative Humidity at plant room	50-90%		
Ambient Temperature at plant room	20 Deg Cel		
Inlet Temperature of OGP	20 Deg Cel		

Equipment		QTY
Oxygen Generator Plant-MODEL WF 2500	MODEL-W2500	1
Lubricated Screw Compressor	Lubricated Screw Compressor	1
Refrigerant Chiller (60°C to 20°C)	Refrigerant Chiller (60°C to 20°C)	1
Refrigerant Air Dryer (3°C PDP at 45°C)	Refrigerant Air Dryer (3°C PDP at 45°C)	1
Oil Coalescing Filter	Oil Coalescing Filter	1
Activated Carbon Tower	Activated Carbon Tower	1
Filter	Filter	1
AIR RECEIVER	AIR RECEIVER-1000/2000L	1
O2 Vessel-- SS304 4m3	O2 Vessel-- SS304 1000/2000L	1
Electrical Control Panel	Electrical Control Panel	1



Terms and Conditions

GST: 18% GST will be applicable.

Packing & Forwarding Charges: 3% on basic price.

Transit Insurance: Included.

Delivery Period: Material will be despatched within 6 to 7 weeks from the date of receipt of Purchase Order, complete in all respects, along with the road permit form. However, Airprax will always strive to effect the earliest possible delivery.

Warranty: 12 months from the date of commissioning or 18 months from the date of dispatch or 4000 running hours, whichever is earlier for the Equipment, and 10 years for Airnet.

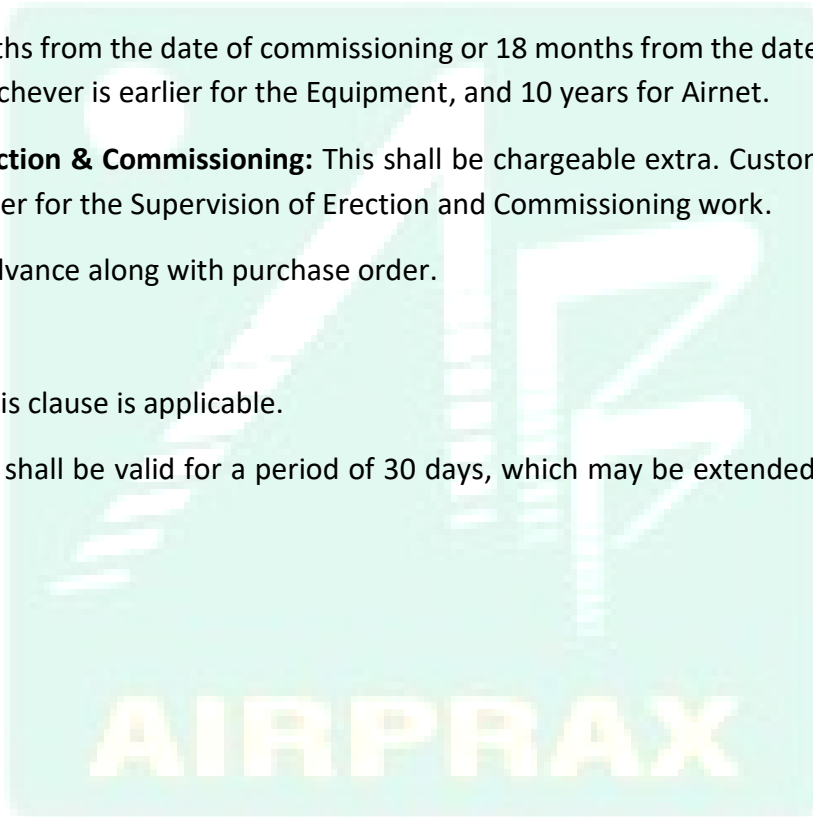
Supervision of Erection & Commissioning: This shall be chargeable extra. Customer needs to issue a separate Work Order for the Supervision of Erection and Commissioning work.

Payment: 100% advance along with purchase order.

Freight: Included.

Force Majeure: This clause is applicable.

Validity: This offer shall be valid for a period of 30 days, which may be extended by us in writing, on request.





CONDITIONS OF SALE

All Purchase Orders accepted by the Company are subject to the Conditions of Sale (CoS) laid down in this Offer. Customer shall be deemed to have understood and accepted these conditions while placing an order against this offer. In the event of conflicts/inconsistencies between the CoS and the Customer's Terms & Conditions, if any, the CoS shall prevail.

Products offered in this proposal are subject to prior sale.

PRICES & PAYMENTS:

Prices quoted here are exclusive of taxes and other statutory levies and CIP (Carriage and Insurance Paid) to (Destination), as applicable to the point of shipment.

The prices finalized in the Purchase Order will remain firm till the mutually agreed delivery date.

All taxes, levies, duties or imposts and enhancements thereof from time to time imposed by any government, local, municipal or any such authority shall be borne by the Customer. In case any declarations / forms furnished by the Customer and or purported to have been issued under or in pursuance of any statutory provisions, are rejected by the competent Assessing Authority for any reason, the Customer shall be liable to bear all consequential costs/taxes/duties/penalties, within seven days from a demand for the same made by the Company.

All Cheques, Drafts etc shall be drawn and crossed as Account Payee in favor of Airprax only. As for delayed payments, Customer shall be liable to pay an interest at 20% per annum on all outstanding sums from the due date until the date of payment / realization, without prejudice to any other rights or remedies Airprax may seek under the CoS or otherwise under the law.

The Company may, at its discretion, withhold further supplies of its products under this contract or any other contract until all outstanding dues and obligations are discharged by the Customer.

DELIVERY & INSPECTION:

Once the consignment is dispatched, all claims for loss or damage to products while in the care, custody, and/or control of a carrier will be a matter between the Customer and the carrier, and the Company shall not be liable in any way for any such loss or damage to products.

The consignment will be inspected by the Customer at the Customer's facility immediately on delivery. In specific mutually consented cases, inspection may be permitted at the Airprax / Atlas Copco premises.

Delivery date shall be reckoned from the date of receipt of technically and commercially clear and complete order and the stipulated advance payment.



COSTS OF DELAYED DELIVERIES

If a shipment/delivery needs to be deferred/delayed at Customer's behest beyond the scheduled delivery date, the Customer shall bear the storage fee at 1.5% of the purchase order value per calendar month or fraction thereof, calculated on per day basis, for the extended duration. The Customer shall also bear any other unforeseen costs that may accrue due to such storage/warehousing process.

However, such deferment shall not impact the originally agreed payment schedule. The invoice shall be payable as initially agreed, as soon as the Company notifies the readiness of consignment for shipment. In addition, Airprax reserves the right to ask for a cost escalation, if any, in such cases of delayed deliveries.

DELAYED READINESS FOR INSTALLATION

Where the Company is providing installation services, it is the Customer's responsibility to keep the installation area safe and ready, at the time of delivery. In case this is not done, the Company reserves the right to delay the work to their time of convenience. In such an event, the Company may charge the Customer an amount equivalent to the Storage Fee set forth above until such time that the readiness is complete and safe to perform the task.

WARRANTY

Company warrants that it is the legal owner of, and has the right to sell, any of the products procured by the Customer hereunder. All products delivered under the Company's invoice will be free and clear of any lien or encumbrance.

All Atlas Copco products sold by the Company are covered under a warranty against any manufacturing defect / deficiency, material defect / deficiency, or poor workmanship, for a period of 12 Months from the date of commissioning of the product or 18 Months from the date of shipment as evidenced by the Invoice or 4000 running hours whichever is earlier. However, this warranty does not cover other items, if any, procured through Airprax Pneumatics.

This warranty does not apply to (a) corrosion, erosion, wear and tear incidental to normal course of usage, (b) where equipment is not installed and operated as guided in the Company's Operation & Maintenance Manual, and (c) to consumables like filters, oil, rubber, parts etc.).

Warranty on a product becomes void if the product is moved from the delivered/installed location to any other destination, without informed consent of the Company in writing.

If the unit is intended to be stored/idled for long periods of time (say, for over 3 months) before or after commissioning, the Customer shall follow the mandatory procedures for handling such unit. The



instruction manual accompanying the machine, or the instructions affixed on the machine will provide the guidelines to handle such stored units. On Customer's request, our Service Team can provide necessary assistance at an additional cost. Warranty on such machine becomes void if the prescribed procedure for storage is not meticulously followed.

Other than this warranty, no warranties or representations, express or implied, are made with respect to the Products hereunder and the Customer is deemed to have acknowledged this understanding.

The Customer shall immediately report to the company, in writing, any non-conformance affecting the warranty, whereupon the company shall, at its discretion correct such non-conformity by suitable repair or replacing of part/s, provided the Customer has stored, installed, maintained and operated the equipment as per the Company's recommendations. The company shall not be liable any costs or consequences, if any repairs, replacements or adjustments are done to the equipment by persons not authorized by the Company, in writing.

LIMITATION OF LIABILITY

Company's liability in respect of products sold shall be limited to replacement of product with the same or similar product or reimbursement of proportionate actual invoice cost of the product.

Under no circumstance shall the Company be liable for incidental, consequential, indirect, special, or punitive damages including, but not limited to, loss of products, loss of goods, loss by reason of shutdown or non-operation, increased costs of operation, or claims of Customer's clients, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence), or otherwise.

FORCE MAJEURE

In all cases where delay or failure in performance of this contract is directly or indirectly caused by or due to an act of God, war, mobilization/demobilization requisition by or interference from Government or Local Authorities, lockout, labor disturbance, trade disputes, unavailability or shortage of materials, fires, riots, strikes and/or civil commotion of any events or circumstances whatsoever beyond the control of the Company, the Company shall be entitled to an extension of time, at no extra costs, for performance of this contract for a period corresponding to the time lost due to the aforesaid circumstances.

In all such cases, the Purchaser shall accept the goods, machinery and materials supplied under the contract, by the Company, following the said force majeure situation, as and when they are ready. If forced by the said conditions, the Company may, at its discretion or by mutual consent, cancel the contract, in which case no liability shall be assigned to the Company by the Customer or anyone else.



TERMINATION OF ORDER

This contract is not subject to cancellation except by mutual consent, in which case cancellation charges as determined by the Company will apply. For shipment of material not made within the stipulated schedule, a revised schedule shall be mutually discussed and agreed upon.

PURCHASE ORDER CANCELLATION

In the event of the Customer cancelling an Order, the Customer shall be liable to pay to the Company a cancellation fee in an amount equivalent to the advance paid along with the Order.

ENTIRE AGREEMENT/ARRANGEMENT

This contractual arrangement as on the date of approval by the Company becomes final and current, superseding all previous communication, verbal or written. Once duly approved and mutually accepted, this agreement constitutes in all respects the entire agreement between the parties hereto and no modification thereof shall be binding upon the parties hereto, unless duly written and executed by mutual consent.

DISPUTE RESOLUTION & ARBITRATION

All disputes, controversies, disagreements, differences or claims of any kind whatsoever, between or among the Parties arising out of, relating to or in connection with this Agreement / order, including any question regarding its existence, validity or termination, will first be discussed amicably by the Parties in good faith with the objective of resolving such dispute, controversy or claim. If such efforts fail to resolve the issue, either party may notify the other party, seeking resolution of the issue, and within ten business days of receiving such notice, the dispute shall be referred to an Arbitration under the provisions of the Arbitration and Conciliation Act, 1996 ("**Arbitration Act**").

The Arbitral tribunal shall consist of three arbitrators. Each Party shall appoint one arbitrator each and the two arbitrators, so appointed, shall appoint a third arbitrator.

In case either Party fails to appoint an arbitrator as required under this clause within 7 days of receipt of the Arbitration Notice or if the two appointed arbitrators fail to appoint the third arbitrator within 15 days of receipt of the Arbitration Notice, any or both the Parties may approach the Chief Justice of the High Court of Judicature at Mumbai or any person or institution designated by him to take the necessary measures to secure the appointment of arbitrators.



The Arbitration shall be conducted as follows:

- The place of arbitration shall be in Bangalore, India
- The language of the arbitration will be English.
- The Arbitral Tribunal shall have the power to award interest on any sums awarded.
- Notwithstanding the power of the Arbitral Tribunal to grant interim relief, the Parties shall have the power to seek appropriate interim relief from the Courts at Mumbai.
- The Arbitral Tribunal shall conduct the proceedings in accordance with the provisions of the Arbitration Act.
- The award shall state the reasons on which it is based and shall be final and binding on the Parties and shall be enforceable in any court of competent jurisdiction.
- Unless otherwise awarded or ordered by the Arbitral Tribunal, the Parties shall bear their respective costs incurred in the arbitration and shall share the costs of such arbitration proceedings equally.
- The Parties shall co-operate in good faith to expedite the conduct of any arbitral proceedings commenced pursuant to this Agreement.

This clause 'Dispute Resolution and Arbitration' shall constitute an 'arbitration agreement' under Section 7 of the Arbitration Act. A notice shall be deemed to be received in accordance with Section 3 of the Arbitration Act.

In case any provisions of this clause 'Dispute Resolution and Arbitration' are contrary to or inconsistent with the Arbitration Act, whether due to any change in law or otherwise, the provision of the Arbitration Act shall prevail and this clause 'Dispute Resolution and Arbitration' shall be overridden to the extent that it is contrary to or inconsistent with the Arbitration Act. However, it is clarified that in no circumstance shall the Parties be allowed to claim that this clause 'Dispute Resolution and Arbitration' does not constitute an 'arbitration agreement' under the Arbitration Act.

The Parties agree not to commence, procure, participate in, or otherwise be involved in any action or proceeding that might result in any judgment, injunction, order or decision of any court concerning a dispute, controversy, disagreement, difference or claim arising out of, relating to or in connection with this Agreement, save and except for obtaining any judgment or order recognizing or enforcing an arbitral award or order made in such arbitration. The Parties expressly waive and forego any right to punitive, exemplary, or similar damages in connection with any disputes, controversies, disagreements, differences or claims of any kind whatsoever, between or among the Parties arising out of, relating to or in connection with this Agreement, or the breach, termination or validity thereof, and no such damages shall be awarded or provided in any dispute resolution proceeding under this clause 'Dispute Resolution and Arbitration'.



The performances of the offered equipment/s are subject to its respective testing standards and tolerances thereof. The testing procedure followed will be as that of the manufacturer's standard in-house testing procedures. The noise level mentioned shall be for information purpose only and no testing for the same is envisaged.

TITLE AND RISK OF LOSS:

Title and risk of loss or damage to the Equipment shall pass to the Purchaser at the time the goods are handed over to the first forwarder unless otherwise agreed upon by the parties, except that a security interest in the Equipment shall remain in the Company, regardless of mode of attachment to realty or other property, until full payment has been made thereof, and Purchaser shall adequately insure the Equipment against loss or damage from any cause wherein the Company shall be named as an additional insured.

ASSIGNMENT:

Neither party shall assign or transfer this contract without the prior written consent of the other party.

NUCLEAR LIABILITY

In the event that the Equipment sold hereunder is to be used in a nuclear facility, the Purchaser shall, prior to such use, arrange for insurance or governmental indemnity protecting the Company against liability and hereby releases and agrees to indemnify the Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Company or its suppliers.

EXECUTION

The Company shall not be bound by any contract or any modification thereto until approved in writing by an officer of the Company. The contract, when so approved, shall supersede all previous communications, either oral or written.

This arrangement as it exists at the date of approval by the sole arrangement between the parties, and all previous communications between them either verbal or written shall be deemed to be of no effect whatsoever. This proposal, when duly accepted and approved, constitutes in all respects the entire agreement between the parties hereto and no modification thereof shall be binding upon the parties hereto or to either of them, unless it be in writing duly executed by Purchaser and approved by an executive officer of the Company.

This contract shall not be binding upon the Company until the order placed by the Purchaser is approved in writing by any executive officer of the Company. Notices of such approval or a copy upon which approval is endorsed will be furnished to the Purchaser upon request. All disputes or claim



whatsoever arising on or out of or in connection (including interpretation) with all contracts or orders for the supply of goods by the Company to purchaser shall be referred to the arbitration of the Bombay Chamber of Commerce and Industry according to the Rules of its tribunal of arbitration. The Award shall be final and binding on both the parties, either of whom may apply to make the same a Rule of Court.

The Purchaser's orders against quotations and all agreements and contracts shall be deemed to have been accepted from which goods shall be delivered by the Company and all matters, claims and disputes arising in respect of all conditions and contracts are to be settled at such place of delivery. Any legal proceedings in respect of any matters, claims or disputes on any account or in any connection whatsoever shall be instituted by Purchaser in the Courts having jurisdiction over such place of delivery. The Company may, however, at its option institute proceedings in any Court which may have jurisdiction to try the suits.

GOVERNING LAW:

This Agreement and any dispute, controversy, disagreement, difference or claim, arising out of, relating to or in connection with this Agreement will be governed and construed in accordance with the laws of India. The Parties agree that any legal proceedings, subject to clause 'Dispute Resolution and Arbitration, shall be brought in the courts at Mumbai. The Parties acknowledge that this Agreement is freely negotiated between commercial entities with the benefit of legal counsel.

NO INDUCEMENTS:

The parties hereto represent to each other and each agrees that, neither it nor any person acting on its behalf has, in contravention of any applicable law, given or offered to give, or will give or offer to give, any sum of money or other material consideration to any person, directly or indirectly, as an inducement to obtain business hereunder.

DEFINITIONS:

- a) Company means Airprax Pneumatics LLP
- b) Customer / Purchaser means the Buyer.

For Airprax Pneumatics LLP

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