

TERMS AND CONDITIONS

Ekra Decor Private Limited

www.ekradecor.com

Effective Date: [Insert Date] | Last Updated: [Insert Date]

1. Introduction & Acceptance of Terms

These Terms and Conditions ("Terms") govern (a) your access to and use of the website www.ekradecor.com ("Website"), and (b) the design, manufacture, supply, fabrication, installation, and after-sales services relating to tensile fabric structures and allied products provided by Ekra Decor Private Limited ("Ekra Decor", "Company", "we", "us", "our"), a company having its registered office at No. 367, Badam Singh Market, Rangpuri, Near Shiv Murti, NH-8, IGI Airport, New Delhi – 110037, India.

By accessing or using the Website, submitting an enquiry or request for quotation, placing an order, or otherwise engaging Ekra Decor for products or services, you ("Client", "Customer", "User", "you") acknowledge that you have read, understood, and agree to be bound by these Terms, along with our Privacy Policy. If you do not agree with any part of these Terms, please discontinue use of the Website and refrain from engaging our services.

These Terms apply in addition to, and not in place of, any specific work order, quotation, purchase order, or written contract executed between Ekra Decor and a Client for a particular project ("Order"). In the event of a conflict, the terms of the specific Order shall prevail to the extent of the inconsistency.

2. About Us & Scope of Business

Established in 1998, Ekra Decor is engaged in the design, engineering, fabrication, supply, and installation of tensile fabric structures, including but not limited to car parking shades, walkway and driveway canopies, gazebos, auditorium and sports coverings, swimming pool covers, roofing, and related architectural fabric and steel works, together with post-installation repair, cleaning, and maintenance services (collectively, the "Services", and the structures/materials supplied, the "Products").

3. Definitions

- "Agreement" or "Order" means the specific work order, purchase order, signed quotation, or contract executed between Ekra Decor and the Client for a particular project.
- "Products" means tensile fabric membranes, steel/aluminium framework, and allied hardware designed, fabricated, or supplied by Ekra Decor.
- "Site" means the location provided and made accessible by the Client where the Products are to be installed.
- "Client" or "Customer" means the individual, business, or organisation that engages Ekra Decor for the Services.

4. Website Use & Content

4.1 Intellectual property. All content on the Website — including text, images, project photographs, videos, logos, drawings, and designs — is the property of Ekra Decor or its licensors and is protected under applicable intellectual property laws. No part of the Website content may be copied, reproduced, republished, or used for any commercial purpose without our prior written consent.

4.2 Illustrative content. Product images, project photographs, case studies, and specifications displayed on the Website are for illustrative and reference purposes only. Actual Products may vary in colour, finish, texture, or dimension due to manufacturing processes, fabric batch variation, screen display settings, or Client customisation.

4.3 Client testimonials & project references. Testimonials, reviews, and project references published on the Website reflect the individual experience of the respective client at the time given and do not constitute a guarantee of similar

outcomes for every project. Project photographs used in our portfolio are displayed with the consent of, or under agreement with, the respective client/site owner.

4.4 Availability. We do not guarantee that the Website will be available on an uninterrupted, timely, or error-free basis, and we reserve the right to modify, suspend, or discontinue any part of the Website at any time without prior notice.

4.5 Third-party links. The Website may contain links to third-party websites and social media pages (Facebook, Instagram, LinkedIn, Pinterest, YouTube) for convenience only. We do not control and are not responsible for the content, accuracy, or privacy practices of such external sites.

4.6 Enquiry/contact forms. Personal information (name, email, phone number, requirement details) submitted via the enquiry or contact forms on the Website will be used solely to respond to your enquiry and for related business communication, in accordance with our Privacy Policy.

5. Enquiries, Quotations & Site Survey

5.1 Indicative estimates. All prices, drawings, and specifications shared in response to an enquiry are indicative estimates based on the information provided by the Client, and remain subject to revision following a physical or technical site survey and finalisation of design.

5.2 Validity. Unless stated otherwise in writing, quotations are valid for 15 (fifteen) days from the date of issue and are subject to prevailing raw material costs, currency fluctuation (for imported fabric), and applicable taxes.

5.3 Order confirmation. An Order is deemed confirmed only upon (a) the Client's written or email acceptance of the final quotation/design, and (b) receipt of the advance payment specified in Clause 6. No fabrication or procurement will commence prior to such confirmation.

6. Payment Terms

6.1 Payment schedule. Unless otherwise agreed in writing for a specific project, payment shall be made in the following stages: (a) 50% advance along with confirmation of the Order; (b) 40% prior to dispatch of fabricated material/commencement of on-site erection; and (c) the balance 10% on completion of installation, prior to final handover.

6.2 Taxes. All quoted prices are exclusive of GST and other applicable government levies, which shall be charged additionally at the rate prevailing on the date of invoicing.

6.3 Delayed payments. Failure to make payment as per the agreed schedule may result in suspension of fabrication, dispatch, or installation until dues are cleared. Ekra Decor reserves the right to levy interest on overdue amounts as specified in the relevant Order.

6.4 Retention of title. Ownership and title in any manufactured, fabricated, or supplied Product shall remain with Ekra Decor until full and final payment has been received, notwithstanding delivery or installation at the Site.

7. Delivery, Installation & Timelines

7.1 Estimated timelines. Estimated fabrication, delivery, and installation timelines will be communicated at the time of Order confirmation. These are good-faith estimates dependent on project size, design complexity, site conditions, and material availability, and do not constitute a guaranteed delivery date unless expressly agreed in writing.

7.2 Permissible delays. Timelines may be reasonably extended on account of adverse weather (including monsoon conditions), delay in handover of a ready and accessible Site, delay in statutory approvals/permissions, force majeure events (Clause 15), or delay attributable to the Client in providing information, approvals, or payments.

7.3 Client obligations at Site. The Client shall, at no cost to Ekra Decor, provide safe and unrestricted access to the Site along with electricity, water, and any local/statutory clearance or NOC required for installation, and shall ensure the Site is structurally ready to receive the Products as per the agreed foundation/anchoring design.

7.4 Work outside scope. Any civil, masonry, foundation, electrical, or drainage work not expressly included in the Order remains the sole responsibility of the Client, unless separately contracted to Ekra Decor.

7.5 Handover. On completion of installation, Ekra Decor shall carry out a joint inspection with the Client (or its authorised representative) and issue a completion/handover confirmation. The Client shall raise any observations at this stage; the warranty period under Clause 10 shall commence from the date of such handover.

8. Design, Customisation & Intellectual Property

8.1 Ownership of designs. Design concepts, drawings, structural calculations, renders, and technical specifications prepared by Ekra Decor for a proposed project remain the intellectual property of Ekra Decor and shall not be shared with, or executed through, any third party without our prior written consent, whether or not the Order is ultimately confirmed.

8.2 Post-approval changes. Fabrication proceeds strictly on the basis of the Client-approved design and dimensions. Any change requested after such approval may result in additional charges, revised timelines, and a supplementary quotation.

8.3 Compliance. Structural designs are prepared with reference to applicable Indian design standards for wind and structural loading known to Ekra Decor at the time of design. The Client is responsible for obtaining any building plan approval, municipal permission, or statutory clearance required for the structure at the Site, unless expressly undertaken by Ekra Decor as part of the Order.

9. Materials & Fabric

9.1 Sourcing. Ekra Decor uses fabric membranes (PVC, PVDF, PTFE, ETFE) and steel/aluminium components sourced from established manufacturers/brands such as Serge Ferrari, Mehler, Pati IT, and Versatech, or equivalent alternatives, subject to availability at the time of execution.

9.2 Substitution. In case a specified fabric or material brand is unavailable, Ekra Decor reserves the right to substitute it with an alternative of equal or superior specification, after intimating the Client.

9.3 Natural variation. Minor variation in shade, colour, or texture between physical samples and the finished structure is inherent to fabric manufacturing and coating processes and shall not, by itself, be treated as a defect.

10. Warranty

10.1 Fabric warranty. The fabric membrane carries the warranty extended by its respective manufacturer against manufacturing defects (typically ranging from 5 to 15 years depending on the fabric grade/brand used), the specific term of which will be stated in the Order/invoice for that project.

10.2 Workmanship warranty. Ekra Decor separately provides a 12-month warranty from the date of handover (Clause 7.5) against defects in steel fabrication and installation workmanship.

10.3 Exclusions. The warranties above do not cover damage caused by: natural calamities (storm, cyclone, earthquake, hailstorm, flood) exceeding the design wind/load rating of the structure; fire; falling trees or branches; bird or animal damage; vandalism, misuse, or overloading; unauthorised alteration, repair, or extension carried out by any party other than Ekra Decor; chemical or abrasive cleaning agents; and ordinary wear and tear.

10.4 Claim process. Warranty claims must be raised in writing (email/letter) within the applicable warranty period, with photographs and a description of the defect, and are subject to physical inspection by Ekra Decor prior to any repair or replacement being carried out.

11. Maintenance & After-Sales Services

11.1 Chargeable services. Repair, cleaning, and maintenance requested outside the scope of an active warranty claim are chargeable as per a separate quotation, unless the Client has a valid Annual Maintenance Contract (AMC) with Ekra Decor covering the relevant service.

11.2 Client responsibility. The Client is responsible for periodic visual inspection of the installed structure and for promptly reporting any visible damage, sagging, or wear to Ekra Decor to prevent aggravation of the issue.

12. Cancellation & Refunds

12.1 Cancellation after advance. Should the Client cancel a confirmed Order after payment of the advance, Ekra Decor shall be entitled to deduct/retain an amount equivalent to the costs already incurred toward design, material procurement, and labour engaged up to the date of cancellation, before refunding any remaining balance.

12.2 Made-to-order products. As tensile structures are custom fabricated to the Client's specific dimensions and design, no refund shall be provided once fabrication/production has commenced, since such Products cannot be resold.

12.3 Failure attributable to Ekra Decor. Where Ekra Decor is unable to execute a confirmed Order for reasons solely attributable to it, the Client shall be entitled to a refund of amounts paid, after deducting costs already and reasonably incurred.

13. Limitation of Liability

13.1 Cap on liability. Save in cases of gross negligence or wilful default, Ekra Decor's aggregate liability arising out of or in connection with any Order shall not exceed the total value paid by the Client for that specific Order.

13.2 Exclusion of indirect loss. Ekra Decor shall not be liable for any indirect, incidental, or consequential loss or damage, including loss of business, revenue, profits, or use, arising from delay, defect, or failure of the Products.

13.3 Third-party alteration. Ekra Decor shall not be liable for structural failure or damage resulting from unauthorised modification, improper use, overloading beyond design capacity, or failure to carry out recommended periodic maintenance by the Client or any third party.

14. Confidentiality

Both parties agree to keep confidential any proprietary business, technical, design, or pricing information exchanged in the course of an Order, and not to disclose the same to any third party, except as required by law or with the prior written consent of the disclosing party.

15. Force Majeure

Ekra Decor shall not be held responsible for any delay or failure in performance resulting directly or indirectly from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, extreme weather, fire, pandemic or epidemic, war, riot, strikes or labour unrest, government action or restriction, transportation disruption, or shortage of raw materials.

16. Governing Law & Dispute Resolution

16.1 Governing law. These Terms and any Order issued pursuant to them shall be governed by and construed in accordance with the laws of India.

16.2 Amicable resolution. In the event of any dispute or difference arising out of or in connection with these Terms or an Order, the parties shall first attempt to resolve the matter amicably through good-faith discussion within 30 days.

16.3 Arbitration. If the dispute remains unresolved, it shall be referred to and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996 (as amended), by a sole arbitrator mutually appointed by the parties. The seat and venue of arbitration shall be New Delhi, India, and the proceedings shall be conducted in English.

16.4 Jurisdiction. Subject to Clause 16.3, the courts at New Delhi, India shall have exclusive jurisdiction over all matters arising out of or relating to these Terms.

17. Grievance Redressal

If you have any concern, complaint, or grievance regarding our Products, Services, or this Website, please write to us at info@ekradecor.com or call +91 9810237952 / +91 8287992289. We aim to acknowledge grievances within 48 hours and resolve them within a reasonable timeframe.

18. Privacy

Our collection, use, and protection of personal information provided through the Website or during the course of an Order is governed by our separate Privacy Policy, which forms part of these Terms by reference. We encourage you to review the Privacy Policy before submitting any personal information to us.

19. General Provisions

19.1 Entire agreement. These Terms, together with the applicable Order/quotation and Privacy Policy, constitute the entire agreement between the Client and Ekra Decor with respect to their subject matter, superseding all prior discussions, unless expressly varied in writing by both parties.

19.2 Severability. If any provision of these Terms is held to be invalid or unenforceable by a competent court or tribunal, the remaining provisions shall continue in full force and effect.

19.3 No waiver. Failure by Ekra Decor to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.

19.4 Assignment. The Client may not assign or transfer its rights or obligations under an Order without the prior written consent of Ekra Decor.

19.5 Amendments. Ekra Decor reserves the right to update or modify these Terms at any time. The revised Terms shall take effect upon being posted on the Website, and continued use of the Website or Services thereafter constitutes acceptance of the updated Terms.

20. Contact Us

For any questions regarding these Terms, please contact us at:

Ekra Decor Private Limited

No. 367, Badam Singh Market, Rangpuri, Near Shiv Murti, NH-8, IGI Airport, New Delhi – 110037, India

Phone: +91 9810237952 / +91 8287992289

Email: info@ekradecor.com

Website: www.ekradecor.com

Disclaimer: This document has been prepared as a general commercial draft based on publicly available information about the business and common industry practice. It is not a substitute for advice from a licensed Indian legal practitioner. Ekra Decor is advised to have this document reviewed and formally approved by a qualified lawyer before publishing it on the Website or using it in client contracts, and to insert the specific figures (advance %, warranty years, interest rate, quotation validity) that reflect its actual business practice.

COMPANY PROTECTION ADDENDUM

Payment Default: If payment remains overdue for more than 15 days, Ekra Decor may suspend work, withhold delivery, terminate the Order, recover storage, legal and recovery costs, and all timelines shall automatically extend.

Warranty becomes effective only after full and final payment.

Storage charges apply after 7 days of Client-caused dispatch delay.

Client shall pay additional mobilisation/labour/crane costs due to Client delays.

Work is deemed accepted if no written objection within 7 days after handover.

Advance may be retained against design, engineering, procurement, labour, administration and overhead costs.

Prices may be revised for material/currency/freight increases before procurement.

Client shall provide a safe worksite and accurate utility information.

Company not liable for additional loads or modifications unless approved.

Expanded warranty exclusions: chemicals, pollution, marine atmosphere, bird damage, mildew, fungus, pressure washing, acid cleaning.

Failure to follow maintenance voids warranty.

No liability for indirect losses, business interruption, liquidated damages or delay penalties.

Company may use project photographs for marketing unless agreed otherwise.

Minor construction tolerances are not defects.

Future tax increases payable by Client.

Hidden site conditions causing extra work are chargeable.

Client responsible for insurance after handover unless agreed.

Designs remain Company IP.

Email/WhatsApp approvals are binding.

Force majeure cost escalation may justify price revision.

Default interest: 18% p.a. unless otherwise agreed.

Client reimburses legal/recovery costs.

Company may refuse future business.