

TERMS AND CONDITIONS

1. Introduction and Acceptance

- 1.1** These Terms and Conditions (“Terms”) govern access to and use of the website(s), catalogues, and quotations of Pakona Engineers (I) Pvt. Ltd. (“Company”, “Pakona”, “We”, “Us”, “Our”), and any purchase, installation, or service arrangement entered into with the Company (collectively, the “Services”).
- 1.2** By accessing our Platforms, requesting a quotation, or placing a purchase order with us, you (“Customer”, “You”, “Your”) agree to be bound by these Terms. If you do not agree, please discontinue use of our Platforms and Services.
- 1.3** Where a separate signed sale/purchase agreement, works order, or contract exists between the Company and a Customer, the terms of that specific agreement shall prevail over these Terms to the extent of any conflict.

2. Definitions

“Machinery” or “Products” means the packaging machinery, precast concrete machinery, spare parts, and related equipment manufactured, supplied, or serviced by the Company. “Platforms” means the Company’s website(s) and digital properties. “Order” means a purchase order or works order accepted in writing by the Company.

3. Use of the Platforms

- 3.1** You agree to use our Platforms only for lawful purposes, and not to misuse, interfere with, or attempt unauthorised access to our systems.
- 3.2** We may update, suspend, or discontinue any part of the Platforms at our discretion, without prior notice.

4. Products, Quotations and Orders

- 4.1** Product descriptions, specifications, drawings, and images on our Platforms or in catalogues are indicative and may be changed without notice as part of our continuous product improvement.
- 4.2** Quotations issued by the Company are valid for the period stated therein and do not constitute a binding offer until an Order is formally accepted in writing by the Company.
- 4.3** The Company reserves the right to accept or decline any Order at its sole discretion.

5. Pricing and Payment Terms

- 5.1** Prices are as stated in the applicable quotation/Order and are exclusive of applicable taxes, duties, freight, insurance, and installation charges, unless expressly stated otherwise.
- 5.2** Payment terms shall be as specified in the Order or the parties’ commercial agreement. Delayed payments may attract interest and/or suspension of manufacturing, delivery, or service, at the Company’s discretion.

6. Delivery, Installation and Risk of Loss

- 6.1 Delivery timelines are estimates and may vary due to factors including customisation, raw-material availability, logistics, or force majeure events.
- 6.2 Risk in the Machinery passes to the Customer upon dispatch/delivery in accordance with the agreed delivery terms (e.g., Ex-Works, FOB, CIF, or as otherwise specified in the Order), unless agreed otherwise in writing.
- 6.3 Where installation and commissioning are included, the Customer shall provide safe and timely site access, utilities, and support personnel as reasonably required by the Company's engineers.

7. Warranty

- 7.1 The Company provides a limited warranty against manufacturing defects for the period specified in the applicable Order or warranty documentation, subject to the Machinery being operated, maintained, and serviced in accordance with the Company's instructions.
- 7.2 The warranty does not cover damage arising from misuse, unauthorised modification, normal wear and tear, or use of non-approved spare parts or consumables.
- 7.3 Except as expressly stated, all other warranties, whether express or implied, are excluded to the maximum extent permitted by law.

8. Ownership of Intellectual Property

- 8.1 All intellectual property rights in and to the Platforms, our catalogues, and our Machinery — including without limitation the "PAKONA" name and logo, associated trademarks, brand colours and visual identity ("get-up"), trade dress, machine designs, technical drawings, CAD files, engineering know-how, software embedded in our Machinery, patents, copyrights, and any photographs or videos of our Machinery — are and shall remain the exclusive property of Pakona Engineers (I) Pvt. Ltd. or its licensors.
- 8.2 Purchase of Machinery does not transfer any intellectual property rights to the Customer. The Customer is granted only the right to use the Machinery for its intended operational purpose.
- 8.3 The Customer shall not, and shall not permit any third party to: (a) reverse-engineer, decompile, or copy the design, drawings, or software of the Machinery; (b) remove, alter, or obscure the Company's name, logo, or nameplates on the Machinery; or (c) use the Company's trademarks, logos, or brand colours in any manner without the Company's prior written consent.
- 8.4 Any feedback, suggestions, or customisations provided by the Customer in relation to the Machinery may be used by the Company without restriction or compensation, unless otherwise agreed in writing.

9. Confidential Information

Each party agrees to keep confidential any technical, commercial, or business information disclosed by the other party in connection with an Order, and to use it solely for the purpose for which it was disclosed, except where disclosure is required by law.

10. Limitation of Liability

10.1 To the maximum extent permitted by law, the Company's aggregate liability arising out of or in connection with any Order or these Terms shall not exceed the amount paid by the Customer for the relevant Machinery giving rise to the claim.

10.2 The Company shall not be liable for any indirect, incidental, consequential, or special damages, including loss of profits or production downtime, arising from the use of the Machinery or Platforms.

11. Indemnification

The Customer agrees to indemnify and hold harmless the Company, its officers, and employees from any claims, damages, or expenses arising from the Customer's misuse of the Machinery, breach of these Terms, or violation of applicable law.

12. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations due to circumstances beyond its reasonable control, including natural disasters, strikes, government actions, pandemics, or disruptions in the supply chain.

13. Termination

The Company may suspend or terminate the Customer's access to the Platforms, or cancel an unfulfilled Order, in the event of a breach of these Terms, non-payment, or misuse of the Company's intellectual property.

14. Governing Law and Jurisdiction

These Terms shall be governed by the laws of India. Subject to Section 15 (Dispute Resolution), the courts at Mumbai, Maharashtra shall have exclusive jurisdiction over any disputes arising out of or in connection with these Terms.

15. Dispute Resolution

The parties shall first attempt to resolve any dispute amicably through good-faith negotiation. If unresolved within thirty (30) days, the dispute may be referred to arbitration in Mumbai, in accordance with the Arbitration and Conciliation Act, 1996, conducted in the English language by a sole arbitrator mutually appointed by the parties.

16. Grievance Redressal

For any grievance regarding these Terms, please contact our Grievance Officer at the details provided in Section 19 (Contact Us) below. We shall endeavour to redress grievances within a reasonable time in accordance with applicable law.

17. Amendments to these Terms

We may revise these Terms at any time by posting an updated version on our Platforms, with a revised effective date. Continued use of our Platforms or Services after such changes constitutes acceptance of the updated Terms.

18. Miscellaneous

- 18.1. Severability — If any provision of these Terms is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 18.2. Entire Agreement — These Terms, together with any applicable Order or signed agreement, constitute the entire understanding between the parties regarding their subject matter.
- 18.3. Waiver — No failure or delay by the Company in exercising any right under these Terms shall operate as a waiver of that right.
- 18.4. Notices — Any notice under these Terms shall be in writing and sent to the addresses specified below.

19. Contact Us

Email: info@pakona.com

Phone: +91-22-2285 4138 / 2282 6751 / 2204 8660

Fax: +91-22-2287 6171

Address: Yusuf Bldg, Office No. 217, 2nd Floor, Veer Nariman Road, Fort, Mumbai City, Mumbai, Maharashtra, India – 400001

CIN: U29290MH1986PTC040834

THE COMPANY VALUES YOUR TRUST AND IS COMMITTED TO PROTECTING ITS CUSTOMERS AND ITS INTELLECTUAL PROPERTY. WE ENCOURAGE YOU TO REVIEW THESE TERMS PERIODICALLY.