

| | |
|--|--|
| <p>INTELLECTUAL PROPERTY RIGHTS, WARRANTY AND INDEMNITY</p> | <ul style="list-style-type: none"> (a) The Supplier hereby represents and warrants that the equipment/items as supplied, installed and commissioned along with its application software and copying of manuals and other documents provided to IITPKD in accordance with the Contract does not and shall not infringe any Intellectual Property Rights held by any third party. (b) The Supplier shall indemnify and hold harmless IITPKD from and against any and/or all losses, liabilities and costs (including losses, liabilities and costs incurred in defending a claim alleging such a liability), that IITPKD may suffer because of any infringement or alleged infringement of any Intellectual Property Rights. (c) The offer should clearly specify the warranty or guarantee period for the machinery/equipment/items. Any extended warranty offered for the same shall be mentioned separately. (d) The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India. (e) During the period of warranty any component or spare part is to be brought from abroad, all associated costs shall be borne by the supplier including the customs duty charges. (f) The defective material / goods originally imported will not be handed over to the supplier and the same will be re-exported to the place of the manufacturer at the cost of the supplier. In case, the manufacturer has the office in India the same may be handed over to them with an undertaking that they will re-export to their manufacturing facility within a reasonable time and submit the proof to that extent. (g) If having been notified, the Supplier fails to rectify the defect within a reasonable period of time; IITPKD may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which IITPKD may have against the Supplier under the Contract. (h) If the defective material / goods originally supplied indigenously, the same will be handed over to the supplier after replacement of the material under warranty period and not before the replacement. |
|--|--|