

# TERMS & CONDITIONS OF PURCHASE

## 1. ACCEPTANCE OF ORDER

Acceptance of this order shall constitute a contract for sale as between the Company &, the Supplier & imply that the Supplier has accepted all the terms & conditions specified herein notwithstanding anything contained in any quotation whether verbal or in writing submitted by the Supplier in respect of goods of subject matter of this order the rates, quantity, specifications, terms & conditions mentioned above shall be final & binding on the Supplier.

## 2. QUANTITY & DESCRIPTION OF GOODS

The goods and/or services supplied against this order must be equal to the quantity specified therein & must be in accordance with the specifications if any mentioned in the order. If no specifications are mentioned in the order, the goods shall be of the best quality & workmanship & such as are acceptable to the Company. When a Supplier's sample has been approved, the goods supplied must be identical in all respects with such approved sample. Goods supplied in excess of the ordered quantity are liable to be rejected.

## 3. QUALITY

The goods shall correspond with the description or the sample or the original specifications thereof in all details. Otherwise the same shall be liable to be rejected by the Company & the Supplier shall be deemed to have wrongfully neglected to deliver the goods as per the contract. It is a condition of the contract (in additions to the conditions & warranties implied by law) that the subject goods shall be of good material & workmanship & free from defects & that their sale or use does not infringe any Indian patents registered designs trade mark or trade name.

## 4. DELIVERY

The Supplier shall deliver the goods at the place & during the timings specified in the order. If the goods are delivered outside the above mentioned hours, the Company may either return the goods, or their option, detain the vehicle or carrier, as the case may be, until the next day. In such event the Company shall not be liable for the safety of the goods or the vehicle/carrier or for any charges whatsoever arising from such detention.

Unless otherwise stated on the order all the goods are to be delivered free at the address specified in the order. DELIVERY TIME IS OF THE ESSENCE OF THE CONTRACT & MUST BE STRICTLY ADHERED TO. Should the Supplier fail to deliver the goods or part of the goods, in accordance with the delivery schedule specified in the order without obtaining prior written consent from the Company for extension of the delivery period, then the Company shall be entitled at its opinion

(a) to cancel the order or the portion thereof not delivered & of any other goods already delivered against the order which in the opinion of the Company cannot be effectively and/or commercially by reason of the non-delivery of the goods as aforesaid.

(b) to purchase the goods and/or services not delivered when the goods and/or services exactly complying with the specifications are not in the opinion of the Company readily available. In such event, the Supplier shall be liable for & pay to the Company any additional cost incurred by the Company.

## 5. PACKING

The goods supplied must be sufficiently & properly packed so as to ensure absence of loss or damage on arrival at the point of delivery specified in the Order. Unless otherwise specifically stated, all packing cases, containers & other packing material shall be supplied free.

## 6. PRICE

All prices stated in the Order are the maximum chargeable for the goods and/or services ordered. The supplier must obtain prior written agreement of the Company in case he is obliged to charge a higher price.

## 7. INSPECTION OF GOODS

All goods supplied shall be subject to inspection by the Company at the point of delivery. The obligation on the part of the Supplier to supply the goods in accordance with the Order shall have been fulfilled without prejudice to Clause 8 below after the goods supplied have been approved for quality & quantity by the Company. In case goods not approved on inspection either with regard to quality or quantity or both shall be rejected & the Supplier shall collect the goods at his own cost within 15 days of notification by the Company. If such rejected goods are not removed within the aforesaid period, the Company shall be free to dispose off the goods in any manner it deems fit & shall not be responsible for any loss sustained by the supplier from such disposal.

## 8. CONFORMITY TO TECHNICAL SPECIFICATIONS

In receipt of goods which are required by the Order to conform to the specifications & where conformity of the goods supplied to such specifications cannot be readily determined at the time and/or place of receipt, such goods shall be accepted provisionally. However in the event of subsequent evidence of non-conformity of such goods to the specified characteristics, the Supplier shall be liable to compensate to the Company in full for all costs, if any incurred by the Company's products or otherwise from part of the Company's business.

## 9. ACCEPTANCE OF GOODS

Acceptance of any of the goods shall not discharge the Supplier from liability for damages or other legal remedy for any breach of any condition of warranty contained herein or implied by law but if after accepting the goods or any of them, any defects either in material, workmanship or otherwise become known to the Company & such defects amount to a breach of any condition of warranty hereunder or implied by law, the Company shall within a reasonable time notify the Supplier of such defects & shall be entitled to reject the defective goods & hold the same at the Supplier's risk. The supplier shall be responsible & be liable to replace or repair at the option of the Company, free of cost.

## 10. REJECTION OF GOODS

If the goods supplied are not in accordance with the Order, pursuant to clause 2 above, the Company may reject the goods either in whole or in part. The Supplier shall remove the rejected goods within 15 days from the date of intimation from the Company at his own cost. The Company shall not be held responsible or be liable for any loss or deterioration of the rejected goods. The Supplier shall consequently pay to the Company, the difference between the price at which the Company purchases the goods from third party & the price calculated at the rate set out in the Order.

## 11. GUARANTEE

The supplier shall be responsible for free replacement or repair, as determined by the Company of the goods or any part of the goods supplied against the Order when such replacement or repairs warranted by defect(s) in material workmanship or design of such goods upon notice of such defect(s) being given to the Supplier, the Company within 12 months from the date of delivery.

## 12. PATENTS

The Supplier shall indemnify the Company against any claim for infringement of Letters patents or registered design or Trade mark by the user on sale of any goods supplied to the Company & against all costs & damages which the Company may incur in any action for such infringement or for which the Company may become liable.

## 13. LEGAL CONSTRUCTION

The contract shall in all respects be constructed & shall operate as an Indian Contract to the conformity & with the Laws in India & shall be taken to have execute in Daman and shall be subject to the Jurisdiction of the Daman Courts.

## 14. FORCE MAJEURE

The Supplier shall be under no liability for failure to deliver & the Company from failure to accept the delivery of goods hereunder when such failure is due to an act of God, enemies of State, earthquakes, fire, floods, strikes, lockouts, labour troubles, riots, commotions, embargoes, or other similar causes beyond the control of the Company or the Supplier as the case may be. Provided in the case of the Supplier, he has informed the company within a week of such infrequency.

## 15. CANCELLATION OR AMENDMENT

The Company reserves the right to cancel or amend this order or in part thereof without assigning any reasons.