

Specific Terms and Conditions for the Purchase of Products and Services

Important (Std. Notes to Supplier)

01. All the original Bills / invoices are to be raised on us at our "Bill to Location" address only.
02. Material shall be despatched only along with Original Bill / Invoice having Purchase Order (P.O.) Number, P.O. Date with correct Item Code and item description as per our P.O.
03. Invoice shall be raised for each "Ship To Location" separately.
04. Acceptance of the material will be subjected to International/Company Quality Standards.
05. Test Certificate should accompany with the supply.
06. MSDS (Material Safety Data Sheet) should accompany with the supply (in case of any chemical supply).
07. Supplier shall comply the relevant environmental legislation, regulation.

Generic Terms and Conditions for the Purchase of Products and Services

Annexure I - For GENERAL TERMS & CONDITIONS OF PURCHASE

Special instructions/ Remarks: Important for supplier

This is computer generated Stationery. This does not require signature

- Materials should accompany our Purchase Order Copy, original invoice, Excise gate pass if applicable.
- Our VAT/CST - TIN No & ECC Regd. must be mentioned on your Invoice.
- Purchase order number must be mentioned on all documents/invoices.

General: Acceptance of the Purchase Order (hereinafter referred to as "PO") includes the acceptance of the following terms & conditions and is made expressly conditional on Supplier's ("Seller") assent to the exact terms contained herein. None of the terms in the PO may be modified, added to, or superseded, except with the written consent of Allana Group ("Buyer").

SCOPE OF WORK AND TIME SCHEDULE:

The Seller shall supply, transport & deliver all the "Supplies" as per the terms and conditions of this Purchase Order and as per the Technical Specifications that may be provided by the Buyer to the Seller, if necessary. The same shall conform to the relevant ISI Specifications.

1. Price: The prices mentioned in the PO are the prices at which Buyer has agreed to get the supply of Product or Services as applicable. No escalation in the aforesaid prices shall be binding on Buyer / owner, notwithstanding anything that may be mentioned in Seller's terms of acceptance of the PO.

2. Advice of Dispatch: A full and comprehensive dispatch advice notice shall be sent to stores department. Instructions regarding dispatch & Insurance as mentioned in this PO should be complied with Packing slips giving reference of Buyer's PO number shall be included securely with the goods in closed envelopes.

3. Delivery Terms/Work Completion Schedule:

(a) Delivery/work completion Date: Time is of the essence. Time of delivery or work completion as mentioned in the PO shall be the essence of the Agreement and no variations shall be permitted except with prior authorization in writing from Buyer.

(b) Place of Delivery/service to be rendered: The goods shall be delivered / dispatched strictly as per the instructions in the PO. All materials delivered at Buyer's Works should reach Buyer's Stores before 4.00 p.m. on weekdays except that no deliveries / dispatches shall be made or accepted on Sundays or holidays at Buyer's Works.

(c) Delayed Delivery: The time and date of delivery as stipulated in the PO shall be deemed to be the essence of the Agreement. In case of delay in execution of the PO due to the reasons attributable to Seller beyond the date of delivery as stipulated in the PO or any extension sanctioned, Buyer shall at his option either (i) accept delayed deliveries at price reduced by a sum / percentage (%) mentioned in the PO for every week of delay or part thereof; (ii) cancel the PO in part or in full and purchase such cancelled quantities from elsewhere on account of and at the risk of Seller *without prejudice* to his rights under 3.(c)(i) above in respect to the goods delivered.

(d) Delay due to *force majeure*: In the event of cause of *force majeure* occurring within the agreed delivery terms, the delivery date may be extended by Buyer at its sole discretion on receipt of application from Seller without imposition of liquidated damages. Only those causes which have duration of more than seven (7) consecutive calendar days will be considered the cause of *force majeure*. Seller must inform Buyer, by a Registered or courier letter duly Certified by the Chamber of Commerce or Statutory Authorities, the beginning and the end of the cause of delay immediately, but in no case later than ten (10) days from the beginning and end of each cause of *force majeure* as defined above.

(e) The goods shall correspond with the description of the samples of the original specification thereof in full details and must be delivered and dispatched within the stipulated time, as the case may be otherwise the same shall be liable to be rejected and Seller shall be deemed to have failed to deliver the goods in breach of the Agreement. Buyer shall in that event at its sole discretion, will be entitled to either purchase such goods from other sources on Seller's account, in which case, Seller shall be liable to pay to Buyer any difference between the price at which such goods have been purchased and the price calculated at the rate set-out in the PO or to hold Seller liable to pay Buyer damages for non-delivery of goods for such breach.

(f) Packing Goods supplied against the PO must be suitably and properly packed (conforming to special conditions stipulated by Buyer, if any, for safe and / or undamaged transport by road or rail.)

4. Examination of goods: Irrespective of the fact that the goods are delivered to Buyer by Seller at the Seller's place or at Buyer's said office or are dispatched as per Buyer's instructions by rail or by road, the goods shall always be supplied, subject to detailed inspection, at Buyer's Works or such other destinations as specified in the PO for ascertaining whether the goods are in conformity with the Agreement or not and until then in no event Buyer shall be deemed to have accepted such goods and upon any rejection of goods in question Seller shall be

deemed to have failed to deliver the concerned goods in accordance with the Agreement.

5. Rejection / Removal of rejected goods and replacement: Within fifteen (15) days from the receipt of the intimation from Buyer of his rejection to accept the goods, Seller shall remove, at his own cost, the rejected goods from Buyer's Works or wherever such goods are lying. Buyer shall not be in any way responsible for or be held liable for any loss or deterioration of the rejected goods and the same shall be at Seller's risk entirely. Seller shall pay to Buyer reasonable storage charges for storing such rejected goods for a period exceeding fifteen (15) days as aforesaid.

6. Transit Insurance: In case insurance is not included in Seller's scope, he must furnish details such as reference, Lorry Receipt, Note No., nature of packing, number of cases, gross weight, net weight, train carrying the goods, value of the goods dispatched, etc., immediately on dispatch to Buyer's office to take up insurance in case of goods sent by Regd. Post, the Regd. Post parcel No. should be furnished to Buyer with a packing slip when action will be taken to insure the goods. This procedure will be adopted unless specially advised by Buyer to the contrary.

7. Invoices: All bills / invoices for supplies / services made bearing sales-tax registration number of Seller should be marked to the Accounts Department, as per address mentioned in the PO (quadruplicate) duly endorsed with PO, Reference Number and Date and be accompanied by advice of dispatch detailed packing list and by an appropriate certificate necessary under the sales-tax registration.

8. DOCUMENTATION: All documents related, but not limited to excise paid invoice, original delivery challan, original octroi receipt, original excise gate-pass and all other related documents, if applicable, shall be submitted along with invoice as may be required or demanded by the Buyer.

9. Billing Instructions: Seller must follow the billing instructions carefully and correctly to enable early settlement of his dues. Disregard of the same may involve delay in such settlement. Seller must mention the following information in his bill: (1) Seller Code Number (2) Purchase Order Item Number (3) Material Code Number, if any. The abovementioned information will be always available in the PO sent to him. One copy of above document is to be sent to Buyer as per address mentioned in the PO or as advised by Buyer.

10. Warranty: Seller warrants that goods and / or services supplied shall be of the highest grade and quality unless otherwise specified; shall conform to the specifications, drawings, samples or other descriptions contained in the PO or furnished or specified by Buyer; shall be performed in a workmanlike manner; shall be fit and sufficient for the purpose intended; and shall be merchantable, of good material and workmanship and free from defect. In case the same is found to be defective in respect of materials, workmanship, design or process of manufacturing within a period of twelve (12) months after the same had been put in use or twenty four (24) months from the date of acceptance of the goods by Buyer, whichever is earlier. Seller shall guarantee that the materials / goods shall, under the PO, strictly comply with the specifications and the requirements agreed upon. Seller further agrees that all materials / goods shall be repaired or replaced as the case may be at his/its own expense. Seller shall be liable for all costs and damages and

replacements at the sole option of Buyer. These warranties are in addition to those implied by or available at law to Buyer and shall exist notwithstanding the acceptance and/or inspection by Buyer of all or part of the goods or services.

11. Right of the Buyer to Set Off: Buyer shall be entitled to recover from Seller any sums due to Buyer on account of any damage/s or otherwise whether in respect of Seller under the PO or under their previous POs by deducting, setting off or retaining such sums from the amount due by them to Seller in respect of supplies made under the PO or any of the prior or subsequent PO.

12. Cancellation: Buyer reserves the right to cancel his PO or any part thereof and shall be entitled to rescind the Agreement wholly or in part by way of a written notice to Seller if (i) Seller fails to supply in accordance with the terms of the PO; (ii) Seller goes bankrupt or goes into liquidation Proceedings; (iii) Seller fails to deliver the goods on time and / or replace the rejected goods promptly; (iv) Seller makes general assignment for the benefit of the creditors; (v) Receiver is appointed in respect of property of Seller. Buyer shall also be entitled to cancel the PO without assigning any reasons or becoming any way liable in such cancellation.

13. No Assignment: The Seller shall not directly or indirectly, assign, sublet or transfer, in whole or in part, any of its obligations, interests or rights arising out of this Purchase Order without the prior written consent of the Buyer. The Buyer shall have the right to assign, nominate and/or transfer its right and interest to any of its affiliates, subsidiaries or group companies without any permission or consent of Seller.

14. Force Majeure: Failure or omission to carry out or observe any of the stipulation or condition of the Agreement shall not give rise to any claim or be deemed a breach of the Agreement if the same shall arise from any of the following cause viz. the imposition or restriction on import, acts of God. Seller submits his acceptance of the agreement with the above conditions by acceptance of Buyer's PO even in case where the confirmation has been made under assumption of different conditions.

15. Special Conditions: Seller shall ensure that all Statutes, Regulations of the Central or State Governments / Local Self-Government are strictly followed. Buyer shall not be liable to pay any damages / compensation due to non-compliance of these Acts, Rules / Regulations by Seller.

16. All spare parts should carry the following:

a) Name of the Machine; b) OEM/Party's name; c) Sr. No. as per the catalogue; d) Buyer's PO No. and date; and e) Quantity and all relevant information.

17. Works carried out in Buyer's factory or premises by Seller's representatives, etc.: Agent representative or employees of Seller who in pursuance of the Agreement have to work in Buyer / Owner's Factory / Premises will be subject to the rules and regulations existing in the Works. Buyer shall not be liable for any accident which may cause to Seller's personnel.

18. Intellectual Property Rights: All drawings, specifications and other documents furnished by the Buyer and Buyer's consultants, and copies thereof

furnished to Seller, are for use solely with respect to the PO. Such drawings, specifications and other documents are to be returned to Buyer at the completion of the PO or earlier termination of the Agreement. All drawings, specifications and other documents prepared by or for Seller in contemplation of, in the course of, or as a result of performing the work shall be deemed works for hire and all right, title and interest therein shall vest in Buyer, whether or not the PO is ultimately completed. To the extent such drawings, specifications or other documents cannot be considered, by operation of law, works for hire, Seller shall assign to Buyer all right, title and interest thereto and all copies of such drawings, specifications and other documents shall be delivered to Buyer upon completion of the PO or earlier termination of the Agreement. Seller agrees to provide Buyer with reasonable assistance necessary to perfect Buyer's interest in intellectual property created under the Agreement. This shall include, but not be limited to, the execution of documents necessary for the Copyright registration. No drawings, specifications or other documents may be used by Seller or any Sub seller or material or equipment supplier on other projects or for additions to their Project outside the scope of the work without the specific written consent of Buyer. Seller, Sub suppliers, Sub-Sub suppliers and material or equipment suppliers are authorized to use and reproduce applicable portions of the drawings, specifications or other documents appropriate to and for use in the execution of their work under the contract documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the drawings, specifications and other documents prepared by or for Buyer. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of Buyer's copyrights or other reserved rights. Any intellectual property conceived or developed during the course of the PO based upon or arising from Buyer's confidential and proprietary information shall be solely owned by Buyer. Except as expressly provided herein, no license or right is granted hereby to Seller, by implication or otherwise, with respect to or under any patent application, patent, claims or patent or proprietary rights of Buyer.

19. The terms and conditions of the PO constitute the entire Agreement between the parties hereto and changes will be binding only if the amendments are made in writing and signed by the authorized representatives of Buyer and Seller.

20. Risk of loss and /or damage to any goods furnished hereunder shall be upon Seller until the goods are physically delivered to Buyer's facility specified on the face of the PO.

21. Indemnification: Seller agrees to defend, indemnify and hold harmless Buyer, its affiliated Companies or parent Companies, and their officers, employees, agents, guests, invitees and customers from and against any and all liability, loss, damage, fine, penalty, cost or expense (including attorneys' fees) by reason of any allegation, claim, action or suit, whether for death, personal injury, property damage or otherwise, arising out of (1) failure of the goods or services supplied to meet specifications or warranties or for the goods or services to be otherwise defective; (2) any alleged or actual, direct or contributory infringement or misappropriation of any patent, copyright, trade secret or other proprietary right arising from the purchase, use or sale of such goods or services; (3) any leak or spill of any goods while being transported or delivered to Buyer; (4) any breach by Seller of any term or condition contained in the PO; and / or (5) the acts, omissions, or willful misconduct of Seller's employees and subcontractors, including their agents and representatives, and all other persons performing any services under the PO with Seller, whether or not caused in part by a party indemnified hereunder. In the

event that the goods or services, in Buyer's reasonable opinion, are likely to infringe a patent or copyright, or misappropriate a trade secret (and in any event, if a court of law finds that the goods or services, in fact, do infringe or misappropriate), then Seller shall further provide Buyer one of the following forms of relief to be chosen by Seller: (a) obtain a license on Buyer's behalf to continue to use or sell the goods or services; (b) redesign the goods or services so that they do not infringe or misappropriate; or (c) refund Buyer the price paid for the goods or services in question. In any and all claims against Buyer by any employee of Seller, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the Paragraph shall not be limited in any way by any indemnity or limitation on the amount or type of damages, compensation or benefits payable by or for Supplier, any subcontractor, or anyone directly or indirectly employed by any of them under Workers' Compensation Acts, Disability Benefit Acts, or other employee benefit Acts.

22. Confidentiality: Seller shall keep confidential all specifications and proprietary information furnished by Buyer or prepared by Seller in connection with the performance of the PO (including the existence and terms of the PO) and shall not divulge or use such specifications or information for the benefit of itself or any other party, except as required for the efficient performance of the PO. Upon completion of the PO, Supplier shall make no further use, either directly or indirectly, of any such specifications or information.

23. Disposal: If applicable, Seller shall at all times retain title and ownership to any and all materials, substances or chemicals not incorporated into the work that Seller or any subcontractor brings onto Buyer's premises. Seller shall be solely responsible for the handling, transportation and disposal of any and all materials, substances and chemicals. Seller or any subcontractor brings onto Buyer's premises, and any waste generated or resulting from the use thereof. Seller shall not dispose or permit the release of any materials, substance or chemical, or any waste generated or resulting from the use thereof on Buyer's premises. Seller shall handle, transport, and dispose of any and all substances and chemicals, including but not limited to hazardous wastes and substances as defined by applicable federal, state and local laws, rules, regulations, codes and ordinances.

24. Severability: If any provision of the Agreement is held to be invalid, illegal or un-enforceable, either in whole or in part, that holding will not affect the validity, legality or enforceability of the remaining provisions of the PO.

MODIFICATIONS: No modification or amendment to this Purchase Order shall be effective or binding unless and until it is reduced in writing and is executed by the duly authorized representatives of both parties.

DISTPUTE RESOLUTION AND GOVERNING LAW:

Any claim arising out of or attributable to the interpretation or performance of this Purchase Order, which cannot be resolved by mutual discussions and clarifications and negotiation, shall be referred to Arbitration of Sole Arbitrator. Such arbitration shall be held in accordance with the provisions of Arbitration and Conciliation Act, 1996, as amended from time to time.

The decision of the Sole Arbitrator shall be final and binding upon the Parties.

The Arbitration shall be conducted in English language and venue of the Arbitration shall be at Mumbai. The PO shall be governed by the laws of India and the Courts in Mumbai shall have exclusive Jurisdiction to deal with all matters relating to or arising out of this Purchase Order between the parties.

RETENTION:

An amount equivalent to _% will be withheld by the Buyer as Retention Money from all the certified bill/invoice submitted by the Seller. This retention amount shall be released to the Seller after a period of __months/year reckoned from the date of final completion of the works, to the satisfaction of the Buyer.

NOTICES:

All consents, notices, demands or other communications required to be given or made hereunder shall be in English language, in writing and delivered personally or sent by regular email or by prepaid registered post A/D addressed to the intended recipient thereof at its address as mentioned in the title of this Purchase Order or to such address as any Party may, from time to time, notify to the other Parties.

SURVIVAL:

Rights and obligations accrued prior to expiry or termination of the Purchase Order and all rights and obligations, which by their nature are intended to survive the expiry or termination of the contract, shall survive such expiry or termination.

UNDERTAKING BY THE SELLER:

By executing this Purchase Order, the Seller declares that it has the legal capacity to execute this Purchase Order and that there is no statutory claims, demands, attachments and Prohibitory orders made or issued by taxation authority or government or any other local bodies in any manner affecting the services provided by the Seller.

SAFETY COMPLIANCE:

The Seller and transporter engaged by the Seller shall comply with all relevant safety and environmental statutory requirements such as Central Motor Vehicle Act, 1988 and Rules, 1989 etc. while transporting the goods to be supplied to the Buyer. Accordingly, the Seller shall ensure compliance with, but not limited to, the following requirements:

- a) The vehicle shall have a valid Registration
- b) The driver engaged by the Seller shall be duly trained and should hold a valid license
- c) Packaging and labelling of hazardous materials shall conform to its relevant regulatory Requirements.
- d) Mandatory signs/symbols shall be displayed on the vehicle and on the packaging
- e) Driver of hazardous goods shall have Transit Emergency Management Card
- f) If the materials to be supplied are classified as hazardous, the Supplier shall submit Material Safety Data Sheet (MSDS) prior to delivery. A copy of MSDS shall be enclosed by the Seller with the dispatch documents.

- g) Necessary safety precautions for handling the supplied goods shall be pasted by the Seller on the packaging or enclosed with the dispatch documents
- h) The vehicle shall have a valid PUC –Pollution under Control Certificate
- i) The driver shall follow safety instruction including speed limit, parking restrictions.
- j) All necessary safety precautions shall be complied with to ensure safety of workers during loading and unloading operations etc.