

PURCHASE ORDER TERMS AND CONDITIONS

**ACCEPTANCE:**

The acceptance of the seller of the terms and conditions contained herein and on the purchase order shall be complete upon receipt by the buyer of the copy signed by seller.

**TERMINATION FOR CAUSE:**

Buyer reserves the right to terminate this order or any part hereof for cause in the event of any default by seller or if seller fails to comply with any of the terms and conditions of this off late deliveries, deliveries of products which are defective or which do not conform to this order. The institution of any proceeding by or against seller under any law relating to relief of debt and failure to provide buyer, upon request of reasonable assurances of future performance shall all be cause allowing buyer to terminate this order for cause. In the event of termination cause, buyer shall not be liable to seller for any amount, and seller shall be liable to buyer for any and all damages sustained by reason for the default, which gave rise to the termination.

**PACKING/SHIPMENT:**

Each shipment shall be properly packed, marked and shipped in accordance with the requirements of the order and transporting common carrier and in a manner that will permit securing of the lowest transportation rates. If in order to comply with buyer's required delivery date it becomes necessary for seller to ship by a more expensive manner, seller shall pay for any increased transportation cost resulting therefrom unless buyer has caused the necessity for such rerouting or expedited handling. Seller shall mark each package in accordance with the applicable Indian laws.

**WARRANTY:**

Seller expressly warrants that all goods or services furnished under this agreement shall conform to all specifications and appropriate standards, will be new, and will be free from defects in material or workmanship. Seller warrants that all such goods or services will conform to any statements made on the containers or labels or advertisement for such goods, or services, and that all goods will be adequately continued, packaged, marked and labeled. Seller warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose for which goods or services of that kind are normally used. If seller knows or has reason to know the particular purpose for which buyer intends to use the goods or services. Seller warrants that such goods or services will be fit for such particular purpose. Seller warrants that goods or services furnished will conform in all respects to samples, inspection, test acceptance or use of the goods or services furnished hereunder shall not affect the seller's obligation under this warranty, and such warranties shall survive inspection, test acceptance and use. Seller's warranty shall run to buyer, its successors, assigns and customers, and users of products sold by buyer. Seller agrees to replace or correct defects of any goods or services not conforming to the foregoing warranty without expense to buyer, with in seven days of being notified in writing of such defect/nonconformity by the buyer. In the event of failure of seller to correct defects in or replace non conforming goods or services within seven days of receipt of such written notice, the buyer may make such corrections or replace such goods and services and charge seller for the cost incurred by buyer in doing so.

**PRICE WARRANTY:**

Seller warrants that the prices for the articles sold to buyer hereunder are not less favorable than those currently extended to any other customer for the same or similar articles in similar quantities including meeting competitive situations. In the event seller reduces its price for such article and offers to sell the same to a third party by the delivery date, seller agrees to the buyer to such reduction forthwith and reduce the prices hereof correspondingly. Seller warrants that prices shown on this purchase order shall be complete and no additional charges any type shall be added without buyers express written consent. Such additional charges include, but are not limited to, shipping, packaging, labeling, duties, taxes, storage, insurance, boxing crating.

**FORCE MAJEURE:**

Buyer may delay delivery or acceptance occasioned by cause beyond its control. Seller shall hold such goods at the direction of the buyer and shall deliver them when the cause affected the delay has been removed. Buyer shall be responsible only for seller's direct additional costs in holding the goods or delaying performance of this agreement at buyer's request party will be excused from performing this contract if performance has been made impracticable by the occurrence of a contingency, the non occurrence of which was a basic assumption of which the contract was made, or by compliance in good faith with any applicable foreign or domestic governmental regulation or order, whether or not it later proves to be invalid.

**PATENTS:**

Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against buyer or its agents, customers, or other vendors for alleged patent infringement as well as for any alleged unfair competition resulting from similarity in design, as well as for any alleged unfair competition resulting from similarity in design trademark or appearance of goods or services furnished hereunder, and seller further agrees to indemnify buyer its agents and customers against any and all expenses losses, royalties profits and damages including court costs and attorney's fee resulting from any such suit or proceeding, including any settlement. Buyer may be represented by and actively participate through its own counsel in any suit or proceeding if it so desires, and the costs of such representation shall be paid by seller.

**INSURANCE:**

In the event that seller's performance hereunder requires or contemplates performance of services by seller's employees, or persons under contract to seller to be done on buyer's property, seller agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of the purchaser. Seller shall maintain all necessary insurance coverage. Seller shall indemnify and save harmless and defend purchaser from any and all claims liabilities arising out of the work covered by this paragraph.

**INDEMNIFICATION:**

Seller shall defend, indemnify and hold harmless buyer against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect of the goods or services purchased hereunder, from any act or omission of seller its agents, employees or subcontractors and from all damages suffered as a result of the failure of the goods and services to comply with all central, state and local laws, rules and regulations. This indemnification shall be additional to the warranty obligations of seller.

**CHANGES:**

Buyer shall have the right at any time to make changes in drawings, designs, specifications, materials, packaging, time and place of delivery and method of transportation. If any such change causes an increase or decrease in the cost, of the time require for the performance, and equitable adjustment shall be made and this agreement shall be modified in writing accordingly. Seller agrees to accept any such changes subject to this paragraph.

ENTIRE AGREEMENT: This purchase order and any documents referred to on the face hereof, constitute the entire agreement between the parties.

ASSIGNMENTS AND SUBCONTRACTING: Not part of this order may be assigned or subcontracted without the prior written approval of buyer.

**INSPECTION/TESTING:**

Payment for the goods delivered hereunder shall not constitute acceptance thereof, buyer shall have the right to inspect such goods and to reject any or all of said goods which are in buyers judgement defective or not in conformity with the buyer's specifications. Goods rejected and goods supplied in excess of quantities called for herein maybe returned to seller at its expenses and in addition to buyer's other rights, buyer may charge seller all expenses of unpacking, examining, repackaging and reshipping such goods. In the event buyer receives goods whose defects or imperfection is not apparent on examination, buyer reserves the right to require replacement as well as payment of damages. Nothing contained in this purchase order shall relieve any way the seller from the obligation of testing, inspection and quality control.

ENTIRE AGREEMENT: This purchase order and any documents referred to on the face hereof, constitute the entire agreement between the parties.

ASSIGNMENTS AND SUBCONTRACTING: Not part of this order may be assigned or subcontracted without the prior written approval of buyer.

**SET OFF:**

All claims for money due or to become due from buyer shall be subject to deduction or setoff by the buyer by reason of any counter claim arising out of this or any other transaction with seller.

**WAIVER:**

Buyer's failure to insist on performance of any of the terms of conditions herein or to exercise any right or privilege or buyer's waiver of any breach hereunder shall not thereafter waive any of terms, conditions, or privileges, whether of the same or similar type.

**DELIVERY:**

Time is the essence of this contract, and if delivery of items or rendering of services is not completed by the time promised, buyer reserves the right without liability in addition to its other rights and remedies to terminate this contract by prior written notice in respect of the items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere and charge seller with any loss incurred.

**LIMITATION ON BUYERS LIABILITY:**

In no event shall buyer be liable for anticipated profits or for incidental or consequential damages or for material /goods delivered unless authorized by a written purchase order. Buyer's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from its agreement or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Buyer shall not be liable for penalties of any description. Any action resulting from any breach on the part buyer as to the goods or services delivered hereunder must be commenced with one year after the cause of action has accrued.

**REPRESENTATIONS:**

Seller represents that all the applicable requirements under Indian laws shall be observed in the manufacture, sale and delivery of the material/goods covered by this purchase order.

**CHOICE OF LAW:**

This purchase order shall be governed, construed and enforced in accordance with the laws in India.