



ANNEXURE –I GENERAL TERMS & CONDITIONS

1. Definitions - "Company" shall denote and mean "Aban" or such other group companies identified herein and mentioned in the face of Purchase Order requiring the Supplies. "Vendor" shall denote, mean and represent the entity mentioned in this order to provide Supplies "Supplies" shall mean the Materials or Goods and services including but not limited to all deliverables stated herein and to be provided by the Vendor. "Purchase Order" shall denote the order for Supplies of which these terms and conditions form part, including but not limited to any and all specifications, additional terms and conditions, prices and other details stated in this order or its variation.

2. Entire Agreement - This Purchase Order represents and constitutes the entire agreement solely between Company and Vendor/ Vendor in respect of the Supplies to be provided. No other terms and conditions howsoever approved or endorsed upon in the Vendor's quotation or its acknowledgement shall constitute acceptance of the order, No other documents similar to this order or specifications stated in similar documents shall form part of this order. Vendor shall acknowledge receipt of this order and such acknowledgement shall constitute acceptance of this order and Vendor is bound to comply with the terms set forth in this order. Vendor waives all or any of the rights it may otherwise have to depend on such terms and conditions. Unless otherwise specified in writing and agreed by both parties, No Variations to this order shall be valid. In the event of any inconsistency or discrepancy between contents of the Purchase Order and Annexure I General terms and Conditions, Purchase order specific terms and conditions overrides those applicable general terms and conditions.

3. Performance - Vendor warrants that it shall perform the Supplies with all due diligence, Care and skill in a competent and a safe manner in accordance with good industry practice and otherwise in accordance with the requirements of the Order. Materials shall always be delivered in export packed condition and fit for shipment by Air or Ocean Transport. If Company notifies Vendor of any defect in the performance of the Supplies, Vendor shall rectify such defect at its own expense. Vendor confirms and accepts that mere delivery of goods through a third party Vendor or carrier does not constitute completion of delivery. If company indentifies Shortages or damages of materials during receipt, Vendor shall honor such reports as binding and final and shall abide by the Company's decision for performance of supplies/services.

4. Delivery: Delivery shall be in accordance with the requirements governed by INCOTERM 2000 stated in the Purchase Order. Strict compliance with these requirements is of the essence of the Purchase Order. Unless partial shipments are specifically authorised by Company, any additional costs arising from Vendor's inability to ship the complete Supply, as a single shipment shall be borne by Vendor.

6. Inspection and Approval: Vendor agrees and acknowledges that Company and/ or its authorised third party inspection agency reserves the right to inspect the Supplies by visiting Vendor's manufacturing or other facilities where the Supplies are being undertaken by giving a reasonable notice. The Supplies shall be subject to Company's inspection upon delivery and if rejected due to non-compliance with the requirements of this Purchase Order, the Supplies shall be removed immediately by Vendor at its risks and costs and. Company shall not be liable for any loss or damage to the Supplies or any part or third party liability thereof once rejected by the Company and notified to the Vendor, whether such rejected Supplies or part thereof remains in the custody of the Company or otherwise or whether it has been taken back by Vendor or not.

Company shall also have right inspect the Supplies at Company's warehouse and if the Supplies found to be substandard, not meeting specifications, received in damaged condition, the Vendor shall promptly replace all such Supply's upon which only the faulty material will be returned to Vendor (cost to be borne by the Vendor). Vendor unconditionally agrees that any outstanding payment shall become payable only upon Vendor providing the replacement for defective Supply.

7. Prices - All prices and rates stated and specified herein shall be fixed and firm during the validity or duration of the Supplies. Vendor shall submit invoices only with the prices specified in this Purchase Order and such invoices shall be submitted only upon completion of the Supplies unless otherwise as agreed. This order is limited to the extent of maximum value specified in the Purchase Order and the maximum value shall not be exceeded without the prior written agreement of Company.

8. Payment –Until & Unless specifically mentioned in the body of Purchase Order, the invoices for payments shall be submitted only upon completion of the Supplies. Any submission of invoice prior to completion of Supplies shall be deemed to have no effect. Company will make payment as per the period stated in the Face of this order. This period shall constitute number of days from the receipt date of a valid and accurate invoice. Payments made for the Supplies shall not be construed as or constitute an acceptance of the service provided nor shall time be constituted as essence. Company shall always have the right to withhold and/or set off in whole or a part of any payment due to Vendor to the extent as may be necessary against any particular invoice or against all sums due to Vendor as required to for deficient service on account of Shortages or defects in material supply. All Invoices and or correspondence shall bear the Order number and non compliance shall make the invoice invalid.

9. Indemnity Vendor shall defend, indemnify and hold Company Group harmless from and against any and all claims, losses, damages, liability, suits and demands in connection with loss of or damage to the property of Vendor Group and death or sickness of or injury to any member of Vendor Group arising out of or in connection with the performance of this Order, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of Company Group.

10. Warranty – In the event of a defect in the materials supplied, Vendors liability shall be replacement of items or repair at Company's option for the materials which fail or are found to be defective within the guarantee period. The Warranty period shall be twelve months from the date of receipt of Materials onboard the Company installation, or eighteen months after delivery of the supply whichever occurs earlier ((and / or any other period mentioned in the Face of Purchase Order). Should the Company feel the delay in repair or replacement is unreasonable, company shall have the right to replace or repair such defective materials and all costs incurred by the Company in such replacement or repair shall be to shall be to Vendor's account including but not limited to withholding or set off rights available to company.

11. Patents - Vendor shall defend, indemnify and hold Company Group harmless from and against any and all claims, losses, damages, liability, suits and demands arising from actual or alleged infringements of any patent or patent right, copyright or similar protection arising out of or in connection with the performance of the Supplies.



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12. Limitation - Neither party shall be entitled to recover from the other party any indirect or consequential losses under any circumstances whatsoever.

13. HSE: In provision of Supplies, Vendor shall comply to Health, Safety and Environment including but not limited to abiding by the applicable laws, Company's HSE Policies & precedence, its employees' Health and Safety, selection of Environmental friendly materials, etc.

14. Termination - Company may terminate this Purchase Order by notice to Vendor if Vendor breaches any provision of this Order or if any proceedings in bankruptcy, insolvency or receivership are taken out against Vendor.

In addition, Company may terminate this Order without assigning any cause, in the event of such termination; Company shall pay the actual cost incurred by the Vendor till the date of such termination upon Vendor furnishing satisfactory proof of work done / service provided in direct relation to the Purchase Order.

15. Force Majeure: Any non-performance or delay in performance by any Party hereto of any one or more of its obligations under this Purchase Order shall not constitute default nor give rise to any claim for damage by the other Party if such delay or failure is wholly and directly caused by any occurrence which the affected Party is unable to prevent, including Acts of God or the affected Party is unable to control or the consequences of which the affected Party is unable to prevent, by the exercise of reasonable diligence, provided that the affected Party gives prompt written notice to the other Party specifying the circumstances constituting the occurrence and have used all reasonable endeavours to minimize the effects thereof. For the avoidance of doubt, strike or any dispute between Vendor and his employees or claims of lack of funds by either Party shall not be considered a force majeure event.

16. Law - This Purchase Order shall be governed by and construed in accordance with laws of India and the Parties submit to the exclusive jurisdiction of courts of Chennai. This Clause survives the expiry/termination of this Purchase Order.