

## PURCHASE TERMS AND CONDITIONS

### V 1.01

1. **Acknowledgement:** Order to be accepted within 1 day from release date and in case of non-receipt of communication will be considered as order accepted.
2. **Payment term:** 90% after supply, installation, commissioning & our acceptance and 10% retention for 12 months / PBG, unless otherwise specified in the order.
3. **Advance Payment:** Advances shall be paid only on the basic amount against OA, Pro-forma and PBG. Taxes and duties should be collected after completing delivery to a specified location or completing services against Tax Invoice.
4. **Price:** Price will remain firm till the order is fully executed. Except for taxes unless otherwise changed by the government.
5. **Delivery Terms:** Delivery lead time shall be within 2-4 weeks until otherwise specified in the order. Delivery will be in your scope to a specified location until otherwise specified in the order and should be planned during working days within working hours.
6. **Insurance:** Insurance for risk cover up to the delivery at the indicated location in the PO would be your responsibility.
7. **Liquidity Damages:** Delays beyond the period specified in the order shall be compensated with 1% per day and a maximum sum of upto 10% of the total order value.
8. **Changes:** No claims or charges will be allowed by us for any additional work. Price changes will be permitted except on written confirmation by us.
9. **Termination:** In the event of a violation of any points mentioned in the order, a written notice will be served within 5 days convenience time. Further observed and the order shall cancel without any further notice.
10. **Warranty:** You warrant to us, that the products/service sold by you hereunder will meet the specifications, drawings, discussion & descriptions on the face hereof or as per order for a period of 2 years unless otherwise specified in PO.
11. **Laws:** Any dispute arising out of this order is subject to Bengaluru jurisdiction only (Karnataka, India) under the laws of the Republic of India and the state of delivery and where applicable shall be governed by the provisions of the Uniform Commercial Code. All parties agree to specifically include the applicable law & statutory compliances without any prejudice.
12. **Force Majeure:** If the order is cancelled by us, due to fire, strikes, lockout or other force majeure clauses or for any other causes beyond our control or from causes due to acts or demands of Governments no cancellation charges will be payable to you.
13. **Confidentiality:** You, your successors, assigns and legal representatives should forever protect indemnify and keep our data including customer's information, business secrets, rights, patents, trademarks etc.
14. **Conflict of interest:** You warrant that you have not given nor received any commissions, payments, gifts or kickbacks from any of our employees or any third party in connection with this PO and acknowledge that the offering or receiving of any such payments, gifts, entertainment, or other things of value is strictly in violation of our corporate policy and may result in the cancellation of this and all future orders. You will notify to directors of such solicitation by any of our employees or any third party.
15. **Signature:** Electronically generated document, No signature required.
16. **Accepted by:** Name, Signature & Date