



## **TERMS AND CONDITIONS**

(Which shall be read construed and taken as an essential part of this Purchase Order)

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| Orders   | 1.  | This Purchase Order shall constitute an offer by us to purchase the goods/services whose specifications appear on the Purchase Order subject to the terms and conditions herein.  |
| Acceptance   | 2.  | This order shall remain open for acceptance for five days after the receipt thereof by the Seller, and if not accepted within the said five days, the purchaser shall have the right to cancel the order. Acceptance shall be made in writing to us within the said five days.  |
| Price  | 3.  | (a) All prices therein quoted are inclusive of delivery charges to the location specified on this Purchase Order unless otherwise specified in writing by us.<br>(b) The prices therein shall not be subject to any variation without the prior written consent of both parties hereto.<br>(c) All invoices to be issued pursuant to this Purchase Order shall carry the prices herein or any price variation agreed to by both parties in writing.   |
| Delivery   | 4.  | (a) The Seller shall deliver all materials to the specified location within the time stipulated in this Purchase Order.<br>(b) In this Contract time shall of the essence.  |
| Non-delivery   | 5.  | (a) In case of non-delivery within the stipulated time or where the Seller is unable to effect complete delivery within the stipulated time, we shall have the right to forthwith terminate this contract without notice whereupon this Purchase Order shall be cancelled and of no effect.<br>(b) Upon the termination of this Contract in accordance to Clause 5 (a) herein, we shall be entitled to refuse acceptance of all subsequent deliveries by the Seller and we shall have the right to claim loses resulting from such non-delivery.  |
| Prohibition against giving gratification to employees      | 6.  | The Seller is prohibited from giving gratification either in cash or in kind to any of our Company's employees. Any discovery of such practices shall result in withholding payment due to the Seller and may at its option terminate this Contract without further notice.   |
| Items/materials to comply with specification, quality etc. | 7.  | (a) All items/materials supplied hereunder shall comply in all respects with the specifications herein and shall be of a quality of material and workmanship acceptable to us.<br>(b) All items/materials shall be subjected to our inspection and approval within a reasonable time after delivery. We reserve the right to reject any item/material found to be of poor quality and/or in non-compliance with the specifications herein.<br>(c) For the purposes of this section we shall be the sole arbitrator of the quality and compliance to specification of the items/materials. |
| Seller to remove all rejected items/materials              | 8.  | Upon being informed by us that some or all of the items/materials herein have been rejected, the Seller shall forthwith remove the same from our premises and we shall not be liable for any loss or other consequences suffered by the Seller for not removing the rejected items/materials.   |
| Handling and Packing Charges                               | 9.  | There shall be no extra charges to be imposed by the Seller for handling, packing, boxing crating or cartage unless otherwise expressly and in writing agreed to by us.   |
| Duties, Surtax, etc.                                       | 10. | The Seller shall pay any and all taxes and duties imposed by law upon or in connection with the material and/or goods or services referred to in this order unless otherwise agreed with the purchaser. The Seller shall not invoice additional charges such as duties, surtax, sales tax, airfreight etc. unless otherwise specified by us on the Purchase Order.  |
| Non-Compliance with provisions                             | 11. | In the event of any non-compliance or violation of any of the provisions herein we reserve the rights to refuse acceptance of any or all of the items/materials delivered to our premises.  |
| Purchase Order Number                                      | 12. | This Purchase Order number must appear in all Sellers' documents i.e. Delivery Orders, Invoices and Service Notes etc.  |
| Indemnity  | 13. | The Seller hereby agrees and undertakes to indemnify and keep indemnified us for any loss incurred or damage suffered as a result whether direct or indirect or our purchasing the items/materials from the Seller.   |