

1. DEFINITIONS – "Buyer" means Indo-US MIM Tec Pvt. Ltd. (Indo-MIM). "Seller" means the legal entity selling Goods to Buyer. "Goods" means products sold by Seller and/or purchased by Buyer, as may be more detailed in Purchase Order issued by the Buyer from time to time and shall include services where the order pertains to purchase of a service. "Offer" means any quote, proposal, or offer to sell Goods provided by Seller to Buyer. "Order" or "Purchase Order" means any Purchase Order or similar instrument issued by Buyer to Seller to purchase Goods. "Term" means terms and conditions of this General Terms and Conditions of Purchase. Seller and Buyer are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

2. ENTIRE AGREEMENT – Terms and Conditions of the Order issued by Buyer to Seller and accepted by Seller in writing together with these General Terms and Conditions constitute the entire agreement for sale and purchase. Order of precedence should be (1) Terms of Accepted Purchase Order (2) Terms of these General T & C of Purchase. Any terms proposed in Seller's acceptance of Buyer's Purchase Order which adds to, vary from or conflicts with the Terms of the Purchase Order or with Terms herein are hereby expressly rejected. Any such proposed terms and conditions shall be void and the Terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Contract between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties.

3. ACCEPTANCE OF PURCHASE ORDER – Seller shall accept Buyer's Purchase Order within a maximum period of **3 working days**. Acceptance of Buyer's Purchase Order will mean deemed acceptance of these General Terms and Conditions. Seller's supply of Goods under Buyer's Purchase Order will also amount to Deemed acceptance of Buyer's Purchase Order and of these Terms by the Seller.

4. PRICE – Price for the Goods is as mentioned in the Purchase Order and shall be all freights, taxes and duties inclusive unless stated otherwise in the purchase order. Price as agreed and mentioned in the Purchase Order is firm and should not be changed unilaterally by the Seller in any case. If the Buyer in its Purchase order agrees for any price which is exclusive of taxes and duties, then Seller agrees to charge applicable duties and taxes separately in its invoice and shall pass on all duty drawback and credit benefits to the Buyer. Seller agrees to co-operate with the Buyer in getting such duty drawback entitlement or credit benefits.

5. SPECIFICATION OF GOODS – Goods supplied / to be supplied by Seller should be strictly in accordance with quality and /or specifications provided by Buyer (the "Specifications"). Seller hereby agrees to not to defend "Caveat Emptor" as a defence. Buyer may make changes to the Specifications at any time upon reasonable advance notice to Seller and Seller agrees to comply with the same subject to such reasonable adjustment of price and delivery date as may be mutually agreed. **Any changes in material grade or mutual agreed specification by seller shall be with prior approval of the Buyer, failing which Seller will bear the cost of line down charges and other cost and**

damages (including loss of profit) suffered or incurred by the Buyer due to Seller's violation of this clause. Goods which don't match Buyer's specification may be returned by the Buyer at anytime within **6 months** from the date of receipt of Goods. All such return will be at the cost and risk of Seller. Price paid for the Rejected Goods shall be returned back to the Buyer or adjusted against the future invoice of the Buyer, at Buyer's option.

6. QUANTITY MODIFICATIONS – Seller shall not over or under deliver any quantity of Goods than quantity as mentioned in the Buyer's Purchase Order without obtaining prior permission of the Buyer. In case of overshipment without prior permission of the buyer, Buyer may at its option return the quantity over shipped at the cost and risk of the Seller or keep such over shipped quantity and charge storage charges of **10%** of the invoice value of quantity over shipped. Delivery of Goods is the essence of the Contract and short delivery or non delivery of the Goods within agreed delivery date will make Seller liable for the Liquidated damage at the rate of **1%** of the invoice value of goods short delivered or non delivered per each week of delay subject to a maximum of 20%. In addition to the liquidated damage, Buyer will be entitled to take all other remedies available under law.

7. TITLE AND RISK OF LOSS – The title for the goods bought shall be in line with the Purchase Order terms. Irrespective of the price terms in the PO the risk in respect of safe delivery and commissioning will rest with the seller and the seller shall take all necessary steps and precautions to ensure that the buyer receives the ordered goods in good to use condition.

8. CARRIER – In the event that Buyer designates a specific carrier, Seller will attempt to use that carrier. In other cases, Seller may select carrier of his choice to transport the goods to Buyer to satisfy delivery requirements. If Seller fails to meet delivery schedule, Buyer may ask Seller to expedite the shipment by Air or other faster mode of delivery and Seller is bound to comply with such a request at his own cost.. It is clarified here that Cost of Expedite shipment will not relieve Seller from the payment of liquidated damage for non delivery/ short delivery.

9. INSURANCE CLAIMS – In case of loss or damage of goods during transit the responsibility to lodge a claim will be based on price terms. The parties hereto shall extend all necessary help to each other to lodge the claims.

10. WARRANTY – Seller warrants that the goods provided under Buyer's Order (i) are free from defects in material, workmanship and design (ii) does not violate third party intellectual property rights (iii) merchantable (iv) meet performance requirement of the Buyer (v) complies with Buyer's Specifications (vi) All other warranties as per statute, customs and trade. Warranty period shall start on the date of delivery of the Goods by the Seller to the Buyer and will be valid for a period of 3 years from that date unless there is an express agreement on warranty in writing for a shorter or longer period between the seller and the buyer.. If the Goods fails to meet the above mentioned warranty, Buyer, at its sole option, may (i) Return such non conforming goods to Seller for replacement / repair at Sellers cost and risk OR (ii) Get such non conforming goods repaired either in house or by third party at Sellers cost OR (iii) Ask for

the return of price paid to the Seller for such non conforming goods. In addition to the above remedies, Seller will be liable for the damage and loss suffered by the Buyer (includes liability of Buyer toward third party for product liability) due to such non conforming parts. Seller will be responsible for cost of recalling non conforming parts and replacing the same with conforming parts.

11. REPLACEMENT OF DEFECTIVE AND NON CONFORMING PARTS – All replacement of defective and non conforming Goods should be made within 30 days from the date of communication of defects. All such replaced Goods shall have fresh warranty period as mentioned in clause 10 above and such warranty period shall start from the date of delivery of such replaced parts to the Buyer.

12. PAYMENT AND CREDIT – Payment and Credit Terms shall be as mentioned in the Purchase Order. If Purchase Order is silent, then a credit period of 90 days from the invoice date shall apply. Payment will be made in INR in case of a supply from India and in the invoice currency in case of a supply from an overseas location..

13. SETOFF – Buyer is eligible to setoff the invoice value against all dues from Seller or any of its affiliates.

14. ASSIGNMENT – Seller will not have any right to assign any of its rights or obligations hereunder to any other party including its affiliates without prior permission of the Buyer. Buyer at its option can assign its rights or obligations hereunder without the prior written consent of Seller.

15. TERMINATION OF THE AGREEMENT –

15.1 - FOR CONVENIENCE –

Seller can't terminate the agreement for Convenience. Buyer can terminate the agreement and / or accepted Purchase Order without disclosing any reason to the Seller. If the accepted Purchase Order is terminated before the agreed lead time required for the Seller, Buyer will not be liable to the Seller for such termination and in all other cases, both Buyer and Seller to finalize reasonable compensation to be payable by Buyer to the Seller. In no case, such reasonable compensation shall exceed the liability of the Buyer had the agreement was not terminated.

15.2 - FOR DEFAULT –

Seller may terminate the agreement for default of Buyer for non payment of the undisputed invoice amount of the Goods delivered. A Prior Notice signifying such intention to terminate the agreement and/ or Purchase Order should be given to the Buyer within one week from the PO date.

Buyer may terminate the agreement for default of Seller of any of the Terms and Conditions of the Purchase Order or of these Terms and Conditions.

A Prior Notice signifying such intention to terminate the agreement and/ or Purchase Order should be given to the Seller at within one week from the PO date.

16. NON-WAIVER/SEVERABILITY – Buyer waiver of any right under this Order shall not constitute a waiver of such right or any other right on any other occasion. In the event any provision of this Order is determined to be invalid, such invalidity shall not affect the validity of remaining portions of this Order, and the parties shall substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision.

17. SURVIVAL – The provisions of this Order that, by their sense and context, are intended to survive performance by either or both parties shall also survive the completion, expiration, termination or cancellation of this Order.

18. MODIFICATION – The parties agree that this Order shall be modified only by further written agreement by the parties. This Order supersedes all prior oral and written communications between the parties to this agreement in respect of the goods or services covered by this order.

19. CONFIDENTIALITY – Seller agrees that it will not disclose the contents of this Order to any unrelated party without the advance written consent of Buyer.

20. COMPLIANCE WITH LAWS – The parties represent and warrant that each shall comply with all applicable standards, provisions, and stipulations of all pertinent foreign, federal, state, and local laws, rules, regulations, ordinances, and Executive Orders. In addition, each party shall, at all times, act in a lawful manner.

21. RETENTION OF RECORDS –

All records pertaining to this order needs to be retained for a minimum period of 7 years or as mandated by the law to which the Seller is subject to whichever is longer. All records should be legible and should be easily retrievable.

22. PACKING, MARKING & SHIPPING: All shipments shall be properly packed, marked and shipped in accordance with the requirements of the Purchase Order or specific instruction of the Buyer. If there is no specific instruction from the Buyer, goods shall be packed, marked and shipped in prudent manner. Seller will be liable for the loss of goods if requirement of this condition is not met. Seller shall mail to Buyer, Original invoice along with a copy there of, original bill of lading and/or original copy of express receipt, as the case may be, so that such instruments are received by the Buyer before the arrival of shipment.

23. ARBITRATION AND LAW – Disputes that arise under this Agreement or Buyer's Order that cannot be settled amicably by the Parties will be settled by arbitration in India under the prevailing rules of the commercial conciliation and arbitration rules of India.