

CURTISS - WRIGHT

QF-7.5.4 Rev 01

TERMS AND CONDITIONS

"CURTISS WRIGHT SURFACE TECHNOLOGIES" (CWST) is hereinafter termed as 'Buyer'. The person, firm or company to whom the Buyer's purchase order is issued, is hereinafter termed as a 'Vendor'

DESPATCH INSTRUCTIONS:

The Vendor is required to comply with the following despatch instructions. Any failure to comply with the following instructions will be considered a breach of the terms of engagement.

- 1. Packing:** Clean railway / lorry receipt shall not be considered as sufficient proof for goods securely packed. Any loss due to breakage, damage and/ or pilferage in transit arising from faulty packing shall be borne by the Vendor. All packages should be visibly marked on the outside with the Buyer's order number in bold letters / numbers for easy identification. No separate packing and forwarding charges will be payable unless otherwise specifically agreed to in writing and shown in the order form provided by the Buyer.
- 2. Despatch:** All consignments must be booked to the Buyer at Curtiss Wright Surface Technologies India Pvt. Ltd., Plot No.16A/6,16A/9,Survey No.193/A,Phase-IV,IDA Cherlapally,Kapra Mandal,Medchal-Malkajigiri District,Telangana-500 051. In case the materials are booked to any other place and extra cost is incurred by the Buyer in collecting the material, the same shall be deducted from the amount payable to the Vendor. Each consignment must relate to one purchase order only. Unless otherwise agreed in writing part deliveries will not be accepted. Sales tax registration numbers must be quoted on the despatch documents.
- 3. Insurance:** Transit insurance will be covered against Buyers open insurance policy. In order to obtain the coverage, the Vendor shall intimate complete despatch particulars to the Buyers by telex or fax immediately after the despatches are effected. In the event of any delay in providing the details, the Vendor shall be required to obtain an independent transit insurance. Details of such insurance shall be provided to the Buyer.
- 4. Bills:** The Vendor should submit the bills in duplicate in rounded off rupees eliminating paise to the Buyer's office within 2 days from the date of despatch of materials. Materials supplied against different purchase order must not be included in the same bill. Each bill must quote the purchase order against which the bill is raised.
- 5. Acknowledgement:** Acknowledgment confirming delivery and price must be made upon receipt of this order.

Terms and Conditions of Order:

- 1. Delivery:** Time is essence of this order. In the event of Vendor failure to deliver as and when specified, the Buyer reserves the right to cancel this order or any part thereof without prejudice to his other rights and the Vendor agrees that the Buyer may return part or all of any shipments made and may charge the Vendor with any loss or expense sustained as a result of such failure to deliver as and when specified.
- 2. Railway / Lorry Receipt:** Clean railway / Lorry receipt should be sent to the Buyer without loss of time so as to avoid demurrage. Any demurrage paid due to the late receipt of documents will be to Vendors account.

- 3. Quality:** If the Buyer finds that the materials supplied are not of the ordered quality or not according to the specifications required by the Buyer or received in damaged or broken condition, the Buyer will be entitled to reject the materials, cancel the contract and buy his requirements from any other source and recover the loss, if any, from the Vendor. Where no standard is specified, supplies must be made to ISI specifications or established commercial standards

The Buyers reserves the right to inspect the materials at any stage of manufacture. The Vendor shall allow Right of Access to the supplier's premises by Curtiss Wright personnel, their customer representatives and sub-tier suppliers as well as relevant regulatory authorities for the purpose of verifying product conformance. Right of access includes review of applicable records. Buyer's acceptance of materials with or without inspection does not relieve the Vendor of his responsibility to ensure that the materials are correct and in accordance with the terms of the specification.

The Buyers may adopt any means to satisfy himself that the materials supplied are in accordance with the test certificate provided. Should it not be so the materials will be rejected.

In case no test certificate are available, the materials will be tested by the Buyer. If the materials are not as per the specification, it will be rejected. Cost of test pieces actually consumed for testing purpose will be to the Vendors account

The Buyers shall be free to rectify any minor defect on materials and debit the cost of such rectification to the Vendor. In the event of non acceptance of Buyer's test result by the Vendor material will be handed over to mutually

agreeable independent test house for testing. Cost of such test will be reimbursed by the Buyer, only if the Buyer's results are proved wrong by the independent test house.

- 4. Quantity:** Payment will be made on the basis of net quantity received at the Buyer's Works. The weight and the measure as ascertained at the Buyer's Works will only be taken as correct and final irrespective of weights and measures indicated in the Vendor's invoice and challan. If the quantity is found to be in excess of the quantity ordered by the Buyer, the Buyer shall be entitled to reject the excess and will not be responsible for such goods. No payment will be due to the Vendor for any rejected goods.

- 5. Rejected Materials:** All rejected materials will be stored by the Buyers at the Vendor's risk for a period of 15 days from the date of such information to the Vendor and the Vendor shall arrange for their disposal at its cost. If the

rejected material is not collected by the Vendor within the aforesaid time the Buyer shall be entitled to dispose it off and remit the proceeds there from to the Vendor after retaining the actual disposal cost incurred by the Buyer.

- 6. Payment:** Except where otherwise stated on the face of this order, payment will be made by the Buyer against the invoice within 45 days of delivery of the goods to the Buyer or receipt of all documents by the Buyer or whichever is later, provided goods are accepted by the Buyer.

All bank charges including any interest on account of delays which are beyond Buyer's control will be to the Vendor's account if the documents are negotiated through Bank. Goods despatched either by VPP or documents presented through bank will not be accepted unless it is specifically mentioned in this order. Payment if any made prior to the Buyer's inspection does not constitute the acceptance thereof. Any advance made, shall distinctly be shown on the invoice.

- 7. Price:** There shall be no revision in price during the Contracted period.

- 8. Warranty:** The Vendor shall be responsible and be liable or repair free of cost at the option of Buyer, the goods supplied under this order or in part thereof that need replacement or repair by reason of any defect in the composition of substances or materials, defect in workmanship, process of manufacture or in the design of the goods brought to the notice of the Vendor within 12 months of the Buyer accepting the goods, this guarantee period being limited to 20 months from the date of delivery.

- 9. Designs / Drawings:** Buyer's blue prints, drawings, designs / manufacturing data / specifications for information pertaining thereto received by Vendor from Buyer or from any other source, shall not be utilised by Vendor or any one

on Vendor's behalf for the purpose of sale, manufacture or any purpose, except herein provided for, to or by any third party. The Buyer shall be the sole owner of all such designs and drawings.

- 10. Indemnity:** In the event of any article sold and delivered hereunder shall be covered by any patent, copy right or application thereof the Vendor shall indemnify and save harmless the Buyer from any and all losses, cost of expenses on account of any and all claims, suits or judgements on account of the use of sale of such article in violation of the rights under such patent, copy- right or application.

- 11. Amendment:** Terms and conditions of sale as stated in this order govern in the event of conflict with any terms of Vendors proposal and are not subject to change by reason of written or verbal statement by Vendor, or by any terms stated in Vendor's acknowledgement unless the same be accepted in writing by the Buyer.

- 12. Governing Law and Dispute Resolution:** Any dispute regarding this contract shall be deemed to have arisen in Bangalore and only competent court in Bangalore will have jurisdiction.

- 13. At a Minimum, Vendors, to CWST India, its subsidiaries and its affiliate will be required to meet the following standards with respect to their operations as whole:**

Laws and Regulations: Vendor will comply with all applicable laws, rules, regulations and statutory requirements in the manufacture and distribution of products and supplies and in providing services to the company

Child Labor - Vendor will not employ a minor / children in its performance of contract (#Child# shall mean as defined by local law)

Forced Labor - Vendor will not use forced or compulsory labor

Abuse of Labor - Vendor will not physically abuse labor

Wages and Benefits - Wages and benefits will comply with local law

Working Hours and overtime - Working hours and overtime will comply with local law

Health and safety working conditions will comply with local law

Environmental Laws- Vendor will comply with all applicable environmental laws

- 14. Declaration against Blacklisting:** Vendor represents and warrants to CWST that, as on the date of signing of this purchase order, it is neither blacklisted / debarred not under a declaration of ineligibility by central / state or semi-Government organisation / Department or Institutions and PSU's in India and abroad. Vendor further undertakes to duly inform CWST in the event if it is blacklisted subsequent to execution of this Purchase order. Vendor shall indemnify, save and hold harmless CWST, its subsidiaries, affiliates, officers, directors and employees, against any and all losses, penalties and expense including court costs and reasonable attorney fees resulting from any breach of these warranties. CWST shall have the right to deny the ORC claimed under any invoice payment to this Purchase order and recover, if already paid the full amount, if Vendor is found to be in beach of these warranties

- 15. Representations and Warranties:** Vendor hereby represents and warrants that:

i. As on date of this purchase order, Vendor (including its directors, partners, officers, employees, agents or other representatives) have no personal relationship with any of the employees of CWST and

ii. none of Vendor's its directors, partners, officers, employees, agents or other representative have association / personal relationship with the customer in respect of the supplies for which over-riding commission (ORC) is claimed under any invoice pursuant to this purchase order.

iii. It has the capacity to enter into the purchase order and the execution and the promises, agreements or undertakings under the purchase order do not violate any law, rule, regulation or order applicable to it and that there is neither any contract, agreement nor any understanding with anyone, restricting or preventing the Vendor from entering into the purchase order or performing his obligations as set forth in the purchase order

iv. Vendor shall at all times and at its own expense (a) strictly comply with all corporate governance, applicable laws, rules, regulations, and governmental orders and applicable codes of practice relating to its performance of the purchase order, (b) maintain in full force and effect all licenses, permits, authorization, registration and qualifications necessary under the purchase order.

- 16. Limitation of Liability:** CWST aggregate liability for all the claims under the Purchase order, regardless of form of claim, shall not exceed the total consideration under this purchase order. CWST shall not be liable for any indirect, special, punitive, exemplary, speculative or consequential damages, including, but not limited to any loss of use, loss of data, business interruption, and loss o income or profits, irrespective of whether it had an advance notice of the possibility of any such damages. Vendor shall be liable for any / all damages / losses suffered by CWST as a result Vendor default / delay under this purchase order

- 17. Compliance with Anti - Bribery Laws:** Vendor and each of its directors, officers, employees, agents or other (collectively referred to as "Vendor") represent and warrant that it not on behalf of CWST give, offer, promise to offer, or authorize the offer, directly or indirectly (proxy bribing), anything of value (such as money, shares, goods or service, gifts or entertainment) to government officials, government customers, potential government customers or foreign government officials including officials of any public international organisations or officials of any political party either in India or abroad ('officials') with an Intent to influence any act or decision in his or her official capacity. Induce the official to do or omit to do any act in violation of his or her lawful duty to obtain any improper advantage, or Induce to us such official's influence improperly to affect or influence an act or decision

Vendor understands and acknowledges that any non-adherence to the warranty as stated hereinabove will be violation of the provisions of the U.S. Foreign Corrupt Practices Act, 1977, UK. Bribery Act 2010 and the Indian Prevention of Corruption Act, 1988 ("Anti-Bribery Laws")

CWST, its subsidiaries affiliates, officers, directors and employees, against any and all losses, penalties and expense including court costs and reasonable attorney fees resulting from any breach of this warranty by Vendor.

CWST shall have the right to terminate this Purchase order with immediate effect, without and liability whatsoever, if Vendor is in beach of this warranty.

CWST shall have the right to audit Vendor's compliance with the provisions of this Section at reasonable business hours and after giving reasonable notice.

- 18. Confidentiality:** The Vendor shall keep in strict confidence all technical and commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Vendor by the Buyer or its agents and any other confidential information concerning the Buyer's business or its products which the Vendor may obtain and the Vendor shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Vendor's obligations to the Buyer and shall ensure that employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Vendor.

- 19. Notices:** Any notice required or permitted under the purchase order shall be in writing and shall be deemed duly served upon receipt, when delivered personally or by a delivery service, or 72 (seventy-two) hours after being deposited in the mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address as set forth in the purchase order or as subsequently modified by written notice.

- 20. Relationship between the Parties:** It is expressly agreed that all transactions between the Buyer and the Vendor in pursuance of the purchase order shall be on a principal-to-principal basis and that nothing in the purchase order shall constitute or be deemed to constitute either party as the agent or employee or hirer or labourer of the other.