

## **TERMS & CONDITIONS**

### **(a) Payment Terms**

1. It is expressly agreed that the Customer shall respectively pay all amounts properly due from it under each invoice properly issued under an Order placed by the Customer in Sixty (60) calendar days from the '3 way matched date' ('3 way Matched Date' refers to the reconciliation between PO / GRN / Tax Invoice). The supplier must endeavor to provide a tax invoice as soon as a delivery has been made.
2. The supplier will issue a Proforma Invoice on the first week of the month for a Purchase Order to be processed. After the issuance of the Purchase Order, the supplier will issue a Tax Invoice on the last week of the month for it to be processed and matched for payment in 60 Days.
3. All invoices are to be submitted through uploading them to TDL aerchain portal

### **(b) Commercial Terms**

1. The Customer may place separate Orders for the Products / Services from time to time during the term of this Agreement.
2. Each Order provided it is within the Volume Forecast/s (in the Commercial Terms) becomes binding without any further need for acceptance by the Supplier.
3. The Supplier shall deliver the Products / Services as set out in the Commercial Terms and the Customer will pay the Price for the Products / Services delivered and accepted in accordance with this Agreement.
4. The Price in the Commercial Terms will be fixed unless otherwise expressly stated
5. If not expressly stated in the Commercial Terms, the Customer does not warrant or represent that it will have any particular requirements for any volume of Products / Services from the Supplier or that it will source the Products / Services exclusively from the Supplier.
6. Without prejudice to its other rights, the Customer may cancel, suspend or vary any Order, at any time, provided that it give the Supplier reasonable written notice. In the event of any cancellation, suspension or variation of the Order, the Customer will reimburse the Supplier for any reasonable charges or expenses it has incurred (being only charges or expenses to which the Supplier is committed, and which cannot be avoided, and are directly related to such cancellation, suspension or variation. The Supplier shall at all times use its best endeavors to mitigate any such charges or expenses.

### **(c) Quality Specifications and Compliance**

1. The Supplier must ensure that on delivery, and for a reasonable period after that, all Products / Services supplied
  - will, and their supply will, comply with the requirements of the Commercial Terms and these Terms, with all other requirements reasonably made known to the Supplier in the Order or otherwise, and with all laws, rules, regulations and standards.