

Purchase Order

**IMI Norgren Herion Pvt Ltd**

B-30A, Sector-85, NOIDA, Gautam Budhnagar, UP - 201305, IND

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GSTN 09AAACI7716A1ZV

Purchase Order No 6619**PO Date** 28-Dec-2021
Page 1 Of 3

Supplier Address

Indusuno Online Private Limited

Building No 453 Shop No 24

1St Floor, Srivastava Market

Hauz Qazi

Delhi

Delhi 110006

Vendor No 20100071**TIN****Shipping Method****BY ROAD**

Sno	Qty	Item	Item Description	UOM	HSN	Rate	Amount	GST %
1	5.00		FIBER OPTICMULTI MODE CABLE 5MTR	NOS	8544	1439.00	7195.00	18
2	5.00		POWER CABLE MALE & AMP AMP FEMALE 2 MTR	NOS	8544	219.00	1095.00	18
3	5.00		CISCO SFP 10G SR FIBER MODULE	NOS	8544	10300.00	51500.00	18

CommentsDelivery
Payment 45 Days after invoice entry
Freight
Insurance
Warranty
IncoTerms**GST SUMMARY**

Tax Type	Tax Perc	Tax Amt
IGST	18.00	10762.20
Grand Total:		10762.20

Subtotal	59790.00
Total Tax	10762.00
Total Order	70552.00

Remarks

- 1)ACCEPTABILITY OF PRODUCT QUALITY IS SOLE DESCRIPTION OF IMI NORGREN HERION PVT LTD.
- 2)DEDUCTION OF ALL APPLICABLE TAXES SUCH AS TDS/WITHHOLDING TAX & WCT ETC.
- 3)USER DEPARTMENT - (IT)
- 4)WARRANTY : FOR ANY DAMAGED ITEM RECIEPT BY IMI-SUPPLIER TO REPLACE THE SAME WITHIN ACCEPTABLE TIMELINE AS PER IMI REQUIREMENT.
- 5)TRANSIT INSURANCE : SUPPLIER SCOPE
- 6)DELIVERY DATE/PLACE: 5.01.2022 & IMI NORGREN HERION PVT LTD NOIDA.
- 7)PACKING & FORWARDING : INCLUSIVE
- 8)ATTACH PO COPY WITH INVOICE TO ENTER/PROCESS THE BILLS AT IMI NORGREN TIMELY.

IMI Norgren Herion Pvt Ltd - Noida

Authorised Signatory

IMI NORGREN HERION PRIVATE LIMITED

CONDITIONS OF PURCHASE

1. GENERAL

In these Conditions of Purchase ("Conditions") the following words shall have the following meanings (unless the context otherwise requires):-

1.1.1 **"CIP"** means CIP as defined in the edition of the rules for interpretation of trade terms known as INCOTERMS current as at the date of the Order;

1.1.2 **"Company"** means IMI Norgren Herion Private Limited, a Company incorporated under the Companies Act, 1956, having its office at A-62, Sector - 63, Noida, Uttar Pradesh 201301, India;

1.1.3 **"Order"** means the Company's order for the Products;

1.1.4 **"Products"** means all products and services and associated documentation covered by the Order; and

1.1.5 **"Supplier"** means the person, firm or company from whom the Company purchases the Products.

1.2 These Conditions shall apply to, and be incorporated in the contract between the Supplier and the Company for the supply of the Products ("Contract") and all future Contracts and shall be in substitution for any ongoing arrangement made between the Supplier and the Company and shall prevail over any inconsistent terms or conditions whatsoever including those contained in Supplier's quotation, acceptance, release, elsewhere or otherwise implied by practice or course of dealing. No addition to or variation of or exclusion or attempted exclusion or conditional acceptance of the Order and/or these Conditions or any of them shall be binding upon the Company, unless specifically agreed to in writing and signed by a duly authorised representative of the Company.

1.3 All the provisions of the Contract between the Company and the Supplier identified in the Order are contained in, or referred to in the Order together with these Conditions, and any attached or appended specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference in the Order. The Supplier's execution or commencement of work pursuant to the Order or any Delivery pursuant to the Order or acceptance of any payment constitutes acceptance of the Order and these Conditions by the Supplier where acceptance has not previously been communicated to the Company. In no circumstances will any conditions of sale submitted at any time by the Supplier be applied to the Contract and any failure by the Company to challenge any such conditions of sale does not imply acceptance of those conditions of sale.

1.4 In the event of a conflict between any of these Conditions and any specific term on the face of the Order signed by an authorized officer of the Company in writing, the latter shall prevail to the extent of such conflict.

1.5 Headings appear for convenience only and shall not affect the construction of these Conditions.

2. ELECTRONIC TRADING

2.1 All Orders made electronically shall be valid if the Order is transmitted in the agreed format by the Company to the Supplier by reference to the correct identification code and is received by the Supplier when collecting its electronic mail from the relevant system.

2.2 Each valid electronic Order will be deemed accepted by the Supplier unless the Supplier communicates rejection of the Order to the Company by electronic or other written means within twenty four (24) hours of receipt of the Order by the Supplier. Acceptance of an Order shall constitute a Contract for sale and purchase under these Conditions shall apply.

3. DELIVERY

3.1 Unless otherwise agreed in writing by the Company, delivery shall be deemed to take place when the Products are offloaded from the Supplier's designated delivery vehicle at the delivery address specified in the Order and delivery has been accepted by an authorised representative of the Company in accordance with Clause 4 of these Conditions ("**Delivery**").

3.2 The date or period for Delivery shall be that specified in the Order and shall be of the essence of the Contract.

3.3 The Supplier shall upon request furnish such programmes and progress reports of manufacture and Delivery as the Company may reasonably request and the Supplier shall give notice in writing to the Company forthwith if such programmes are likely to be delayed. Company's acceptance of Supplier's notice will not constitute the Company's waiver of any of Supplier's obligations in terms of these Conditions. Without prejudice to any other rights accruing to the Company any substitute date for Delivery or period for Delivery agreed by the Company in writing shall also be of the essence of the Contract.

3.4 Delivery of Products to the Company shall include a packing list which contains at least (i) the applicable order number; (ii) the Company part number; (iii) the quantity shipped; and (iv) the date of shipment. The Company's Order number shall be printed or written legibly by the Supplier on all Products delivered by package or parcel and on all related despatch notes and invoices submitted to the Company.

3.5 Supplier shall make no partial delivery or delivery before the agreed delivery date(s). The Company reserves the right to refuse Delivery of Products and return same at Supplier's risk and expense if Supplier defaults in the manner and time of delivery. The Company shall not be liable for any costs incurred by Supplier related to production, installation, assembly or any other work related to the Products, prior to Delivery in terms of these Conditions.

3.6 Any design, manufacturing, installation or other work to be performed by or on behalf of Supplier under this Contract shall be executed with good workmanship and using proper materials.

3.7 Supplier shall pack, mark and ship the Products in accordance with sound commercial practices and Company's specifications in such manner as to prevent damage during transport and to facilitate efficient unloading, handling and storage, and all Products shall be clearly marked as destined for the Company. Without limiting the foregoing, Supplier shall observe the requirements of any local laws and regulations relating to hazardous work, including, without limitation, with respect to its accompanying information, packing, labelling, reporting, carriage and disposal. Supplier shall be responsible for any loss or damage due to its failure to properly preserve, package, handle, or pack the Products. Company shall not be required to assert any claims for such loss or damage against the common carrier involved.

3.8 All Products must be delivered at the delivery point specified in the Order or if no delivery point is specified, at the Company's premises, and at the times either specified or agreed by the Company in writing.

3.9 If the Products are not delivered on the due date then, without prejudice to any other rights which it may have under the Contract or otherwise, the Company reserves the right to:

3.9.1 cancel the Contract in whole or in part;

3.9.2 refuse to accept any subsequent delivery of the Products which the Supplier attempts to make;

3.9.3 recover from the Supplier any expenditure reasonably incurred by the Company in obtaining the Products in substitution from another supplier; and

3.9.4 claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to deliver the Products on the due date.

3.10 Unless specifically agreed to the contrary, all trade terms shall be interpreted in accordance with the INCOTERMS published by the International Chamber of Commerce current at the date of the Order. Except as otherwise set out in these Conditions, all Products delivered to the Company from outside India shall be delivered CIP the delivery point specified in the Order or if no delivery point is specified, CIP the Company's premises.

3.11 For Products purchased from outside India, unless otherwise stated in the Order the Supplier is responsible for obtaining all necessary documentation for export of the Products to India and for the import of the Products into India including all applicable export and import licences and the Supplier shall be responsible for all any delays and charges incurred due to export and/or import licences not being available when required. Supplier shall, concurrently with the delivery of the Products, provide the Company with copies of all applicable licenses. Supplier shall obtain all international and national export licenses or similar permits required under all applicable export control laws and regulations and shall provide the Company with all information required to enable the Company and its customers to comply with such laws and regulations.

3.12 The Supplier agrees to supply the Company on request with such declarations and documents as may be reasonably required to establish the origin of the Products and including in the manner in which they may qualify for preferences or duty exemptions, if any.

3.13 In the event of any fire, explosion, terrorist activity or accident or other matter or occurrence which for any reason prevents or hinders the use of any Products, Delivery of such Products and/or payment therefor may be suspended or postponed at the Company's sole option until the circumstances preventing or hindering the use of Products have ceased, without any liability whatsoever.

4. ACCEPTANCE

4.1 Acceptance of the Products will only be effective if communicated by a duly authorised representative of the Company in writing to the Supplier and the Company's acknowledgement of Delivery on a delivery note or similar document shall not constitute acceptance thereof and the Company retains the right to reject any Products until fully inspected by it. Without prejudice to the foregoing, the Company may notify Supplier of any loss, shortages or damage (otherwise than by a qualified signature on the delivery note) within fifteen (15) working days of delivery of Products.

4.2 Without prejudice to its rights under Clause 14.1 on Delivery if the Products delivered by the Supplier fail to conform to the Contract for whatever reason ("**Faulty Products**") the Company may without prejudice to its other rights, at its option either:-

4.2.1 reject all or any of the Products or Faulty Products delivered within a reasonable time of their inspection by the Company notwithstanding that the Company may have effected payment therefor and Supplier shall immediately refund all amounts paid by the Company for such Products; or

4.2.2 require the Supplier to replace the Faulty Products; or

4.2.3 purchase substitutes for the Faulty Products from an alternative supplier elsewhere as the circumstances permit; or

4.2.4 claim damages for any other costs, expenses or losses resulting from the Supplier's delivery of Faulty Products.

5. TITLE AND RISK

5.1 Without prejudice to any right of rejection which may accrue to the Company and unless otherwise stated in the Order, title to the Products shall pass to the Company upon the occurrence of the earlier of:-

5.1.1 delivery of the Products to the Company (whether or not acceptance has occurred in accordance with Clause 4); or

5.1.2 any payment being made by the Company for or in relation to the Products.

5.2 Risk of damage to, or loss of, the Products shall pass to the Company only upon acceptance of Products in accordance with clause 4 of these Conditions.

5.3 If title to the Products passes to the Company prior to delivery of the Products to the Company pursuant to Clause 5.1, then, until Delivery, the Supplier shall hold such Products as the Company's fiduciary agent and bailee and shall at all times keep the Products separate from those of the Supplier and third parties and property stored, protected and insured against all risks and identified as the Company's property.

5.4 The Supplier shall be responsible for all transport and unloading costs and for insurance of the Products to their full replacement value against all risks of damage or loss prior to completion of Delivery.

6. PRICE AND PAYMENT

6.1 Unless otherwise agreed in writing by the Company, the price for the Products shall be the price for the Products listed in the last version of the Supplier's price list or in the offer made by the Supplier which was supplied to the Company by the Supplier prior to the date of the Order ("**Price**").

6.2 Unless otherwise stated in the Order, all Prices are fixed fully inclusive of all duties and delivery charges and are not subject to escalation or addition. Supplier is responsible for paying any applicable taxes to the appropriate (tax) authorities. Supplier shall issue an invoice containing wording that shall allow the Company to take advantage of any applicable "input" tax deduction. In addition, Supplier shall inform the Company whether the Company is allowed to apply for an exemption if and to the extent allowed under applicable law in such specific situation.

6.3 The Company agrees that payment of any invoice issued by the Supplier in respect of the Products shall be made at the end of the second month after the month of invoice and the Supplier may invoice the Company only after Delivery of all Products which are the subject of the Order but time for payment shall not be of the essence of the Contract.

6.4 Unless otherwise stipulated by the Company in writing, prices are payable in Indian Rupees (INR).

6.5 No payment of or on account of the Price shall constitute any admission by the Company as to proper performance by the Supplier of its obligations under this Contract or any other Contract between the Supplier and the Company.

6.6 The Company specifically reserves the right to deduct from any monies due or to become due to the Supplier any monies due to the Company from the Supplier and to withhold the whole or part of the Price of the Products for any reason whatsoever. If the Company withholds or deducts any amount from the amount payable by it to the Supplier from time to time, such withholding or deduction shall not constitute a default in payment.

7. VARIATIONS

The Company has the right to amend quantities, specifications and scheduled times or deliveries by issuing an amendment in writing to the Supplier with which the Supplier shall comply. Any decreases in cost of performance shall be passed through to the Company. Any other amendments to the Contract must be made by agreement in writing between the Company and the Supplier. The Supplier shall advise the Company forthwith if any proposed amendments either prevent the specified time for Delivery being met or have any other material implication in regard to the Supplier's obligations to the Company and if appropriate the Company shall allow a reasonable adjustment to the price and/or time for Delivery, provided that the Company is notified by the Supplier of this implication to the price and/or time for Delivery within 2 working days of the amendment.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Supplier represents and warrants to the Company that the Products do not and shall not, alone or in any combination, infringe or violate any patent, trademark, copyright (including moral rights), trade name, trade secret, license or other proprietary right of any other party (including Supplier's employees and subcontractors), and (ii) that it holds the necessary titles in order to license to the Company any intellectual property right (including patents, trademarks, copyrights, trade names, trade secret, licenses or other proprietary right) of every component of the Products provided to the Company, as a whole or as integrated part of another Product, including but not limited to machinery, tools, drawings, designs, software, demos, moulds, specifications or pieces.

8.2 The Supplier will indemnify and keep the Company indemnified in full against all and any claims for infringement of any patent, design right, trade mark, copyright, moral right, confidentiality and any other intellectual property rights arising by reason of the use or sale of the Products (whether registered or unregistered), against all claims for royalties payable in respect of the Products and against all and any direct, indirect or consequential liabilities (all three of which terms include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, claims, damages, costs and expenses (including all legal and other professional expenses) awarded against or incurred or paid by the Company or for which the Company may become liable as a result of such claims for infringement or royalties, including, without limitation, the cost of obtaining non-infringing replacements for the Products.

8.3 If any Products alone or in any combination, supplied under this Agreement are held to constitute an infringement and if their use is enjoined, Supplier shall, as directed by the Company, but at its own expense: either: (a) procure for the Company or any of its affiliates or customers the right to continue using the Products alone or in any combination; or (b) replace or modify the Products alone or in any combination with a functional, non-infringing equivalent. If Supplier is unable either to procure for the Company or any of its affiliates the right to continue to use the Products alone or in any combination or to replace or modify the Products alone or in any combination in accordance with the above, the Company may terminate this Agreement and upon such termination, Supplier shall reimburse to the Company or any of its affiliates the Price paid, without prejudice to Supplier's obligation to indemnify the Company as set forth herein.

9. EQUIPMENT, MATERIALS AND INTELLECTUAL PROPERTY RIGHTS - TITLE

9.1 The Supplier acknowledges and agrees the following:

9.1.1 Intellectual property rights in any documentation provided by the Company to the Supplier in connection with these Conditions (including, but not limited to samples, data, works, materials, designs and specifications for the Products and other intellectual property provided by the Company); and

9.1.2 tooling or equipment provided by the Company to the Supplier or used by the Company in connection with these Conditions ("Equipment"); and

9.1.3 any materials issued to the Supplier by the Company for use in connection with the Contract. ("Materials") will remain the exclusive property of the Company at all times and the Supplier will not obtain any right or interest in such intellectual property rights or Equipment or Materials as a result of or in connection with these Conditions.

9.2 Risk of damage to or loss of the Equipment or the Materials shall pass to the Supplier on delivery to the Supplier.

9.3 The Supplier shall ensure that the Materials and Equipment are maintained in good working order and repair and shall maintain appropriate insurance cover in this regard so the Company reasonably deems to be adequate subject in the case of tooling patterns and the like to fair wear and tear and shall use the same only in connection with the Contract.

9.4 If the Company in its sole opinion believes that repairs are required to the Equipment it may request the Supplier to carry out such repairs at the Supplier's cost. If, following receipt of a request pursuant to this Clause, the Supplier fails to carry out the specified repairs within a reasonable period of time (in the Company's absolute opinion), the Company may carry out or instruct a third party to carry out such repairs and shall invoice the Supplier for any related costs and expenses.

9.5 On the termination of the Contract however occurring and at any other time, the Company shall be entitled to require the Supplier to deliver up forthwith the Equipment or the Materials to the Company and, if the Supplier fails to do so, the Company shall be entitled (at the Supplier's expense) to enter upon the Supplier's premises or those premises of a third party and to recover and dispose of the Materials or Equipment (as appropriate). The Supplier agrees that it shall not be entitled to bring any claim against the Company as a result of or in connection with such entry or disposal.

9.6 On the termination of the Contract however occurring, any surplus Materials shall be disposed of forthwith by the Supplier in accordance with the Company's directions and any Materials wasted as a result of the Supplier's bad workmanship or negligence (in the Company's sole opinion) shall be replaced at the Supplier's expense.

9.7 The Supplier shall not be entitled to pledge or in any way charge by way of security for indebtedness, the Equipment or the Materials.

9.8 Full title including, but not limited to, design right, copyright, and all other intellectual property rights (whether registered or unregistered) in all specifications, plans, drawings, patterns or designs supplied by the Company to the Supplier in connection with the Contract or prepared or made by the Supplier, its employees, agents or sub-Contractors for the purpose of fulfilling the Contract including data, reports, works, inventions, know-how, software, improvements, designs, devices, apparatus, practices, processes, methods, drafts, prototypes, products and other work shall vest in and belong to the Company absolutely.

9.9 Any information derived from the documents specified in Clause 9.8 or otherwise communicated to the Supplier in connection with the Contract shall be regarded by the Supplier as confidential and shall not without the consent of the Company in writing be published or disclosed to any third party or made use of by the Supplier except for the purpose of performing the Contract. Supplier shall protect the Company's information using not less than the same degree of care with which it treats its own confidential information, but at all times shall use at least reasonable care. All such information shall remain the property of the Company and Supplier shall, upon the Company's demand, promptly return to the Company all such information and shall not retain any copy thereof.

9.10 The Supplier hereby agrees to execute and procure the execution of any assignment deed or other document reasonably required by the Company to transfer and vest in the Company ownership of any rights which is to belong to the Company pursuant to Clause 9.8.

9.11 Any drawings, circuit diagrams, cable layouts operating and maintenance instructions or like documentation supplied by the Supplier and not covered by Clause 9.8 may be freely used by the Company for any reasonable purpose, including the production by the Company or procurement from a third party for its use of any parts for the Products.

9.12 Supplier shall not have any right, title or interest in or to any of the Company's or any of its affiliates' samples, data, works, materials, trademarks and intellectual and other property nor shall the supply of Products alone or in any combination, or the supply of packaging containing the Company's or any of its affiliates' trademarks or trade names give Supplier any right to these or similar trademarks or trade names. Supplier shall not use any trademark, trade name or other indication in relation to the Products or otherwise alone or in any combination without the Company's prior written approval and any of its trademark, trade name or other indication as authorized by the Company shall be strictly in accordance with the instructions of and for the purposes specified by the Company or any of its affiliates, as the case may be.

10. SAFETY AND ENVIRONMENTAL

10.1 The Supplier warrants that in the design, manufacture, supply and installation (if appropriate) of the Products (or performance of the services if that is the relevant Product) and the provision of information relating thereto it will comply and will facilitate the Company's compliance with the duties imposed by any applicable environmental and health and safety laws and with all other relevant statutory provisions rules and regulations so far as they are applicable to the Products and that the Products will be supplied with all safety guards, devices, product data sheets, details of any appropriate risk assessment, and markings sufficient to comply with all applicable legal requirements.

10.2 The Supplier warrants that all Products supplied to the Company

together with all necessary instructions information and warnings supplied therewith will be designed, manufactured and produced in such a manner as to ensure that the Products are not defective (in the Company's sole opinion).

10.3 In the event that the Supplier becomes aware at any time of any incidents events or discoveries which are in any way relevant to the safe operation of Products supplied or to be supplied then the Supplier shall forthwith issue notice in writing referred to the Company and in any event within two days of becoming so aware.

10.4 In the event that in connection with the Contract the Supplier or its sub-Contractors enter upon any land or premises occupied by the Company, the Supplier shall indemnify the Company and keep the Company indemnified in full against all and any direct, indirect or consequential liabilities (all three of which terms include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, claims, damages, costs and expenses (including all legal and other professional expenses) awarded against or incurred or paid by the Company as a result of or in connection with any loss, damage or injury to persons or property of any kind arising out of any act or omission negligent or otherwise of the Supplier or its sub-Contractors.

11.1 The Supplier shall not without the prior consent in writing of the Company sub-Contract or assign all or any part of the benefit or burden of the Contract. Any such pre-approved subcontracting or assignment shall not release Supplier from its obligations under the Contract.

11.2 The Company shall be entitled to assign any and all of its rights and benefits under the Contract without notice to the Supplier.

12. PROGRESS INSPECTION AND TESTING

12.1 The Products shall be subject to all specified and usual tests and checks by the Supplier and to any other tests which the Company may reasonably require from time to time.

12.2 The Company's representatives and appropriate official authorities (where relevant) shall have the right to progress and inspect all Products and attend tests thereon at the Supplier's premises and at the premises of sub-Contractors at all reasonable times and the Supplier shall give reasonable prior notice to allow such attendance at any tests.

12.3 Any attendance inspection approval or acceptance given by or on behalf of the Company shall not relieve the Supplier of any obligation under the Contract.

13. INFORMATION

13.1 The Supplier shall neither publish information about the Contract or any correspondence concerned with it to any third party nor use the name of the Company for advertisement or publicity purposes without the Company's prior consent in writing.

13.2 The Supplier shall submit to the Company as soon as practicable after receipt of the Order such drawings, design details and operational and maintenance manuals which are required by the Company or which it is usual in the trade to provide in respect of products of the same kind as the Products.

13.3 The Supplier shall be solely responsible for all errors and omissions in drawings calculations packing details or other particulars supplied by it and the approval or acceptance thereof by the Company shall not relieve the Supplier of any obligation under the Contract.

14. SUPPLIER'S WARRANTY

14.1 The Supplier represents and warrants to the Company that for a period of twenty four (24) months from the date on which the Company puts the Products into service or the period of thirty six (36) months from the date of Delivery (whichever is later), the Products:-

14.1.1 will conform in all respects with any specifications, drawings and/or other details supplied to the Supplier or adopted by the Company and will not deviate in substance or in form, from any samples provided to the Company before initial supply or previous Product supplied to the Company in any course of dealing;

14.1.2 will be new and fit and sufficient for the purposes for which they are intended and for any purpose(s) that the Company has expressly informed the Supplier of or for any purpose that the Supplier is aware of, or

14.1.3 will be of good quality, design, materials and workmanship and entirely free from defects and in accordance with best industry practice;

14.1.4 will satisfactorily fulfil the performance requirements supplied or adopted by the Company; and

14.1.5 will conform with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Products.

14.2 The Supplier further represents and warrants to the Company that the Products: (i) will be free from any and all liens and encumbrances; (b) have been designed, manufactured and delivered, and all services have been provided in compliance with all applicable laws (including labor laws), regulations, directives; and (i) are provided with and accompanied by all information and instructions necessary for proper and safe use.

14.3 These warranties shall not be deemed to exclude Supplier's standard warranties or other rights or warranties which the Company may have or obtain, shall survive any delivery, inspection, acceptance, payment or resale of the Products, and shall extend to the Company and its customers. Acceptance of, or payment for, all or any part of the Products furnished under the Contract shall not be deemed to be a waiver of the Company's right to cancel or return or reject all or any part thereof because of failure to conform to Order or by reason of defects, latent or patent, or other breach of warranties, or to make any claim for damages, including manufacturing costs and loss of profits or other special damages occasioned to the Company.

14.4 The Supplier shall indemnify and keep the Company indemnified in full against all and any direct, indirect or consequential liabilities (all three of which terms include without limitation loss of profit, loss of business, depletion of goodwill and like loss), losses, claims, damages, costs and expenses (including all legal and other professional expenses) awarded against or incurred or paid by the Company as a result of or in connection with any failure by the Supplier to comply with its obligations under these Conditions including, but not limited to, Clauses 4.4, 5.4, 9, 10.2 and 14.1 above.

14.5 The Supplier warrants its expertise and the accuracy of all statements and representations made to the Company (or its agents or employees) in respect of the Products prior to the date of the Order.

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CONDITIONS OF PURCHASE

14.6 Nothing contained in these Conditions shall in any way detract from Supplier's obligations and the Company's rights under common law or statute or any express or implied term condition or warranty.

14.7 Notwithstanding that the Company has accepted the Products or part thereof and/or title in the Products has passed to the Company, the breach by the Supplier of any express or implied term, condition or warranty to be fulfilled by it may be treated as a ground for rejecting the Products and treating the Contract as repudiated. Without prejudice to the Company's rights to treat the Contract as repudiated or its other rights under these Conditions or otherwise if the Company believes (in its sole opinion) that any Products do not comply with the warranty set out Clause 14.1 ("**Defective Products**"):-

14.7.1 the Company shall notify the Supplier in writing of any Defective Products;

14.7.2 the Supplier shall forthwith repair or (if the Company so requires) replace at the Supplier's sole expense all Defective Products;

14.7.3 the Supplier shall on demand reimburse to the Company any, costs and expenses incurred by the Company in removal, re-installation, shutdown and other actions connected with the repair or replacement of the Products pursuant to this Clause 14; and

14.7.4 the repaired and replacement Products shall themselves be warranted in accordance with this Clause 14 (in the case of Clause 14.7.2 for a period of twelve 12 months from the later of the date of Delivery, re-installation or passing of tests) and the Company's request for or acceptance of repair or replacement Products shall not preclude rejection of the repair or replacement Products and/or termination of the Contract if it is not entirely to the Company's satisfaction.

14.8 Without prejudice to its obligations under these Conditions, the Supplier agrees to assign to the Company upon request the benefit of any warranty/guarantee or like rights which it has against any third party manufacturer or supplier of the Products or any parts thereof.

14.9 The Supplier will provide all facilities, assistance and advice required by the Company or the Company's insurers for the purpose of contesting or dealing with any action claim or matter arising out of the Order or the Supplier's performance of the Order.

14.10 Supplier will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect the Company in the event of such injury or damage, and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to Supplier in the jurisdiction or jurisdictions in which Supplier's operations take place (but not less than such sum as is notified to the Supplier by the Company in writing from time to time in respect of any one occurrence as the Company reasonably deems to be adequate).

15. CANCELLATION

15.1 Without prejudice to any other lawful right available to it, the Company shall have the right to cancel the Contract (in whole or in part) without cause at any time before Delivery, by giving notice in writing to the Supplier.

15.2 In the event that the Company terminates the Contract pursuant to Clause 15.1 the Company shall pay to the Supplier such proportion of the Price as may be fair and reasonable (in the Company's sole opinion) having regard to the value of the Products which are then acceptable to the Company for Delivery under the Contract and, on such payment, the Company shall have no legal responsibility whatsoever for any liabilities, losses, damages, costs or expenses (including, but not limited to, loss of profits) suffered or incurred or paid by the Supplier as a result of, or in connection with such cancellation.

16. TERMINATION

16.1 Without prejudice to any other rights or remedies of the Company it shall be entitled in any of the following circumstances to terminate (in whole or in part) this and any other Contracts whenever made between the Company and the Supplier:-

16.1.1 the Supplier makes or proposes any voluntary arrangement or any other composition or scheme or arrangement with or assignment for the benefit of any of its creditors;

16.1.2 the Supplier becomes subject to an administration order or becomes bankrupt or goes into liquidation;

16.1.3 the Supplier has a petition presented for its winding up or has an application made for the appointment of a provisional liquidator or has a creditors' meeting convened for its winding up;

16.1.4 an administrator takes possession or a receiver or administrative receiver or similar officer is appointed of any of the property or assets of the Supplier;

16.1.5 the Supplier becomes unable to satisfy its debts as they fall due or ceases or threatens to cease to carry on business; 16.1.6 the Supplier abandons or repudiates the Contract; 16.1.7 the Supplier

16.1.8 the Supplier abandons or repudiates the Contract;

16.1.7 the Supplier suspends performance of the Contract for a significant time, or fails to deliver the Products due under the Contract;

16.1.8 the Supplier purports to assign the whole of the Contract without the Company's consent.

16.1.9 the Company reasonably believes or apprehends that any of the events mentioned above or any equivalent or similar events under any relevant laws to which the Supplier or any connected person of the Supplier is subject has or may occur;

16.1.10 the financial position of the Supplier deteriorates to such an extent that in the opinion of the Company the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy; or

16.1.11 the Supplier commits a material breach of the Contract or any other Contract whenever made between the Supplier and the Company.

The Company shall not be liable to Supplier by virtue of termination of the Contract in terms of this clause 16.

17. COMPLIANCE

17.1 The Supplier shall comply with all relevant anti-corruption legislation in connection with the Contract and the Company's business and shall immediately notify the Company if it discovers or suspects that any of its officers, directors, employees or representatives are acting or have acted in a way which violates such legislation.

17.2 The Supplier acknowledges that the Company has a code of responsible business (the "IMI Way") which is available at www.imiplc.com and the Supplier shall, at all times, conduct, and procure that its officers, directors, employees and/or representatives conduct, business ethically and in accordance with the relevant provisions of IMI Way. This Clause shall apply whether or not the Supplier is acting pursuant to the Contract or its relationship with the Company or any companies within the Company's group companies.

17.3 The Supplier agrees that it must be able to demonstrate its compliance with the requirements referred to in this clause 17 at the request of and to the satisfaction of the Company which includes, but is not limited to, the Company having the right to inspect any site involved in work for the Company. If the Supplier fails to comply with this clause 17, the Company shall be entitled, in its sole discretion, to terminate the Contract and any Orders or other agreements between the Supplier and the Company without penalty to the Company, but with obligations for the Supplier to remedy any damages suffered by the Company as a result of such termination or as a result of the breach of the Contract by the Supplier.

18. MISCELLANEOUS

18.1 The conclusion, validity, explanation, performance and dispute resolution of this Agreement and these terms and conditions are to be construed in accordance with the laws of India. Subject to the provisions of Clause 18.1, Courts in New Delhi alone shall have sole and exclusive jurisdiction to adjudicate on all matters arising hereunder. Any disputes arising from, out of, or in connection with this Agreement shall be settled through friendly consultations between the Parties. In case no resolution can be reached through such consultations within thirty (30) days from the effective date of such dispute, the dispute or difference or claim arising out of or in relation to this contract, including the construction, validity, performance or breach thereof, shall be settled and decided by arbitration in accordance with the Rules of Arbitration of the Arbitration and Conciliation Tribunal of the Federation of Indian Chambers of Commerce and Industry (FACTI) and the award made in pursuance thereof shall be binding on the parties. The proceeding shall be conducted in English. Enforcement of the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. Venue of arbitration shall be New Delhi.

18.2 Any failure to exercise or any delay by the Company in exercising a right or remedy provided by the Contract or at law or in equity will not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. A waiver of a breach of any of the terms of the Contract or of a default under these Conditions will not constitute a waiver of any other breach or default and will not affect the other terms of the Contract. A waiver of these Conditions can only be made by a

written instrument signed by the Company.

18.3 Supplier hereby authorizes the Company to set off and deduct against the Price or any claim by the Supplier under the Contract any other liability or claim howsoever arising of the Company against the Supplier whether actual, contingent, primary, collateral, joint or several. The Company shall have the right to audit the books and records of Supplier to review and confirm Supplier's financial condition as well as Supplier's compliance with the Order.

18.4 If any provision of these Conditions shall be held to be invalid or unenforceable in whole or in part then the unaffected provisions shall remain in full force and effect.

18.5 All obligations contained in the Contract which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of the Contract will survive and remain binding upon and for the benefit of the parties, their successors and permitted assigns.

18.6 Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the relevant party.

18.7 Supplier shall provide Products and render services hereunder as an independent contractor and not as an agent of the Company and nothing contained in the Contract is intended to create a partnership, joint venture or employment relationship between the parties.

18.8 In the event that Supplier is prevented from performing any of its obligations under the Contract for reason of force majeure, the performance of the obligation concerned shall be suspended for the duration of the force majeure. If the circumstance constituting force majeure endures for more than fifteen (15) days, the Company shall be entitled to terminate the Contract with immediate effect by written notice to Supplier, and upon such notice, Supplier shall not be entitled to any form of compensation. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, breach of contract by third parties contracted by Supplier, financial problems of Supplier, nor the inability of Supplier to secure the necessary licenses in respect of products to be supplied or the necessary legal or administrative permits or authorizations in relation to the Products to be supplied.

18.9 THE COMPANY SHALL NOT BE LIABLE TO SUPPLIER FOR ANY LOST REVENUE, LOST PROFITS OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES BASED ON BREACH OR DEFAULT UNDER THE ORDER, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall the Company be liable to Supplier, its successors or assigns for damages in excess of the amount due to Supplier for complete performance under the relevant Contract, less any amounts already paid to Supplier by the Company

If you are unable to read General Conditions of Purchase, Please send an E-mail to in.purtnc@imi-precision.com.

in.purtnc@imi-precision.com is an auto reply E-mail id for General Conditions of Purchase only.