

Purchase (Order)Terms & Conditions

These 'Purchase (Order)Terms & Conditions' apply if there is not a negotiated agreement between the two parties. If there is an agreement, the terms of the agreement override these terms.

TRANSION EXPORT, a company registered under laws on India with GSTIN 33AKOPV9686R1ZL is hereinafter referred as the "Buyer" or "TRANSION EXPORT". The Person, Firm or any Company supplying goods or services is herein termed the "Supplier". Supplier agrees to supply and deliver the Goods to Buyer and to perform the Services, as applicable, on the terms set out in this Agreement.

These 'Purchase (Order) Terms & Conditions' are applicable in full for all suppliers/ vendors who supply goods/services to TRANSION EXPORT, irrespective of issue of a purchase order by TRANSION EXPORT or making a mention of 'Purchase (Order) Terms & Conditions' in correspondences. The supplier by agreeing to supply to TRANSION EXPORT and/or by sending an invoice/bill of supply/delivery note to TRANSION EXPORT shall duly agree to be bound by the terms of this 'Purchase (Order) Terms & Conditions' agreement in full and also agree that this 'Purchase (Order) Terms & Conditions', in absence of a negotiated agreement between two parties, shall override any conditions and terms of the supplier mentioned elsewhere.

Buyer shall not be bound by any Purchase order until Supplier executes and returns to TRANSION EXPORT the acknowledgment copy of this order. Supplier shall be bound by this order and its terms and conditions when it executes and returns the acknowledgment copy, when it otherwise indicates its acceptance of this order or when it supplies Goods ordered and/or renders for TRANSION EXPORT any of the services ordered herein.

Purchase Order along with these terms and conditions shall be between the Buyer and the Supplier on principal-to-principal basis

The Purchase Order, including the terms and conditions in it and herein contains the complete and final agreement. Any reference to Suppliers' bids or proposals shall not in any manner affect the terms, conditions and instructions unless specially agreed in contrary herein.

Time of delivery is deemed to be the essence of the Purchase Order and delivery must be completed not later than date mentioned in the Purchase Order.

Delay in Delivery may prompt the Buyer to reject the goods and terminate the Purchase Order. Buyer may opt to purchase goods from elsewhere, in such an event, Supplier shall pay to Buyer, on demand, any loss that Buyer may suffer thereby including the difference between cost of purchasing goods from elsewhere. Decision of Buyer in such events shall be final and binding.

Without prejudice to above, TRANSION EXPORT may accept late delivery, subject to deduction in payment of 1% of Purchase Order value for every week or part thereof of the delay, towards liquidated damages, subject to 10% of the order value.

Acceptance and Completion Criteria. Acceptance Criteria – Supplier will deliver all requirements conforming to the specifications contained in the purchase order. In absence of specifications or sample, the goods must be best of their respective kinds. In all cases, the goods shall be of good material and workmanship free of any defect. The Buyer representative at its sole discretion will either accept or reject Supplier's delivery of goods and/or services upon delivery and subsequent inspection. Buyer will not reimburse Supplier, or be liable for rejected Goods and/or Services. As deemed fit, Buyer may decide to ask for replacement of rejected Goods or terminate the Purchase Order. Replacement, if any, shall be provided without any additional cost to Buyer. Unless the rejected goods are replaced, The Supplier shall be liable to refund the price in case of goods already paid for.

Invoicing – TRANSION EXPORT cannot process invoices that are not compliant to instructions contained herein, such invoices will be returned to Supplier.

Invoice should be raised in the name of "TRANSION EXPORT" mentioning PO number, where applicable.

All invoices should carry state wise GSTIN as applicable along with complete name & address of Transion Export.

The Supplier is required to provide invoice in proper form and manner as prescribed under the GST rules and regulations as may be applicable from time to time; Supplier is required to comply with all the provisions under CGST, IGST and SGST Acts and allied rules, including but not limited to ensuring that the GST credit of the tax charged by the Supplier is not denied to TRANSION EXPORT due to any non-compliance at the Supplier's end. Any failure to comply with this condition would result in breach of the agreement. Supplier would have thirty (30) days to rectify this breach. If such breach is not rectified, TRANSION EXPORT shall be free to initiate any action as deemed fit including but not limited to suspending future order or terminating the agreement without penalty. All invoices submitted for payment must include a detailed description of goods and/or services and a valid TRANSION EXPORT Purchase Order number where applicable.

Price/Payment Terms. Prices for the Goods and/or Services will be set out in the applicable Order. Price increases or charges not expressly set out in the Purchase Order shall not be effective unless agreed to in advance in writing by Buyer. Supplier will issue all invoices on a timely basis. Buyer will pay the undisputed portion of properly rendered invoices thirty-five (35) days from the invoice date. Buyer shall have the right to withhold payment of any invoiced amounts that are disputed in good faith until the parties reach an agreement with respect to such disputed amounts and such withholding of disputed amounts shall not be deemed a breach of this Agreement nor shall any interest be charged on such amounts. Notwithstanding the foregoing, Buyer agrees to pay the balance of the undisputed amounts on any invoice that is the subject of any dispute within the time periods specified herein.

Termination. At the sole discretion of TRANSION EXPORT, this purchase order or portions of this purchase order may be cancelled at any time by providing written notice to Supplier. In the event of such cancellation, and

as requested by TRANSION EXPORT, all work will immediately cease and payment for goods and/or services rendered through the termination date will be paid in full.

Waiver. No waiver of any provision of this Agreement shall be enforceable against that party unless it is in writing and signed by that party.

Intellectual Property Rights. All Intellectual Property Rights in and to each Deliverable shall vest in Buyer free and clear of all liens and encumbrances on receipt of payment by Supplier for each Deliverable. To the extent that any Deliverables contain any intellectual property of Supplier, Supplier hereby grants to Buyer a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify and distribute such intellectual property as part of the Deliverables. Supplier agrees to provide to Buyer all assistance reasonably requested by Buyer to perfect the rights described herein, including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the entire right, title and interest in such materials in Buyer and its successors and assigns.

Legal Compliance; Workplace Safety. In carrying out its obligations under the Agreement, including the performance of Services, Supplier shall at all times comply with all applicable Country, state, and municipal laws, regulations, standards, and codes. Supplier shall obtain all applicable permits, licences, exemptions, consents and approvals required for the Supplier to manufacture and deliver the Goods and perform the Services.

Hazardous Materials. Supplier agrees to provide, upon and as requested by Buyer, to satisfy any applicable laws governing the use of any hazardous substances either of the following: (a) all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of any Goods, and/or of any process used to make, assemble, use, maintain or repair any Goods; or (b) all reasonably necessary documentation to verify that any Goods and/or any process used to make, assemble, use, maintain or repair any Goods, do not contain, and the Services do not require the use of, any particular hazardous substances specified by Buyer.

Indemnities. Supplier shall indemnify, defend and hold harmless Buyer, its Affiliates, and their respective officers, directors, employees, consultants, and agents (the "Buyer Indemnified Parties") from and against any claims, fines, losses, actions, damages, expenses, legal fees and all other liabilities brought against or incurred by the Buyer Indemnified Parties or any of them arising out of: (a) death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Goods or Services, or from the failure of the Goods or Services to comply with the warranties hereunder; (b) any claim that the Goods or Services infringe or violate the Intellectual Property Rights or other rights of any person; (c) any intentional, wrongful or negligent act or omission of Supplier or any of its Affiliates or subcontractors; (d) Supplier's breach of any of its obligations under this Agreement; or (e) any liens or encumbrances relating to any Goods or Services.

Inspection; Acceptance and Rejection.

All shipments of Goods and performance of Services shall be subject to Buyer's right of inspection. Buyer shall have ninety (90) days (the "Inspection Period") following the delivery of the Goods at the Delivery Point or performance of the Services to undertake such inspection, and upon such inspection Buyer shall either accept the Goods or Services ("Acceptance") or reject them. Buyer shall have the right to reject any Goods that are delivered in excess of the quantity ordered or are damaged or defective. In addition, Buyer shall have the right to reject any Goods or Services that are not in conformance with the Specifications or any term of this Agreement. Transfer of title to Buyer of Goods shall not constitute Buyer's Acceptance of those Goods. Buyer shall provide Supplier within the Inspection Period notice of any Goods or Services that are rejected, together with the reasons for such rejection. If Buyer does not provide Supplier with any notice of rejection within the Inspection Period, then Buyer will be deemed to have provided Acceptance of such Goods or Services. Buyer's inspection, testing, or Acceptance or use of the Goods or Services hereunder shall not limit or otherwise affect Supplier's warranty obligations hereunder with respect to the Goods or Services, and such warranties shall survive inspection, test, Acceptance and use of the Goods or Services.

Buyer shall be entitled to return rejected Goods to Supplier at Supplier's expense and risk of loss for, at Buyer's option, either: (i) full credit or refund of all amounts paid by Buyer to Supplier for the rejected Goods; or (ii) replacement Goods to be received within the time period specified by Buyer. Title to rejected Goods that are returned to Supplier shall transfer to Supplier upon such delivery and such Goods shall not be replaced by Supplier except upon written instructions from Buyer. Supplier shall not deliver Goods that were previously rejected on grounds of non-compliance with this Agreement, unless delivery of such Goods is approved in advance by Buyer, and is accompanied by a written disclosure of Buyer's prior rejection(s).

Delivery of Goods and Services.

Supplier shall, at its own expense, pack, load, and deliver Goods to the Delivery Point and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the Purchase Order or otherwise provided to Supplier by Buyer in writing. No charges will be allowed for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges unless provided for in the applicable Purchase Order or otherwise agreed to in writing by Buyer.

Time is of the essence with respect to delivery of the Goods and performance of Services. Goods shall be delivered and Services performed by the applicable Delivery Date. Supplier must immediately notify Buyer if Supplier is likely to be unable to meet a Delivery Date. At any time prior to the Delivery Date, Buyer may, upon notice to Supplier, cancel or change a Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of Buyer or due to failure of Supplier to comply with this Agreement, unless otherwise noted.

Title and risk of loss or damage shall pass to Buyer upon receipt of Goods at the Delivery Point, unless otherwise agreed to by the Buyer in writing. Buyer has no obligation to obtain insurance while Goods are in transit from Supplier to the Delivery Point.

Supplier shall follow all instructions of Buyer and cooperate with Buyer's customs broker as directed by Buyer (including by providing requested

shipping documentation) with respect to all Goods that originate from sources or suppliers based outside India. Supplier shall comply with all the requirements of the India Border Services Agency (or any successor organization) with respect to the importation of Goods from outside India.

Limitation of Liability. Except for damages that are the result of the gross negligence or willful misconduct of a party, in no event will either party be liable to the other party or any other person for any indirect, incidental, consequential, or punitive damages, including any lost profits, data, goodwill, or business opportunity for any matter relating to this agreement.

Severability. If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.

Confidential Information. Each party will keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to that party or its agents and any other confidential information concerning the disclosing party's business or its products which the receiving party may obtain and the receiving party will restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know the same for the purpose of discharging the receiving party's obligations to the disclosing party and will ensure that such employees, agents or subcontractors are subject to like obligations of confidentiality as bind the receiving party. No personal data shall be provided to the Supplier under this purchase order.

Governing Law. This Agreement shall be governed by the laws of the state of Tamil Nadu and the laws of Republic of India are applicable therein. The parties irrevocably attorn to the jurisdiction of the courts of Tamil Nadu in Coimbatore, which will have exclusive jurisdiction over any matter arising out of this Agreement. Supplier represents and warrants that it complies with all laws of the respective jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

Language. It is the express wish of the parties that this Agreement and any related documentation be drawn up in English. Any translation of all sorts shall be only for understanding only.

Definitions. In these Standard Purchase Terms, the following definitions apply:

"Agreement" means the agreement between Supplier and Buyer for the purchase and sale of Goods and/or Services.

"Deliverable" means any deliverable or other product or result from Services that is referred to in a Purchase Order, and any related materials, data, documentation, and includes any Intellectual Property Rights developed by Supplier pursuant to such Purchase Order.

"Delivery Date" means the date of delivery for Goods or performance of Services as specified in a Purchase Order.

"Delivery Point" means the location identified by Buyer in the Purchase Order to which the Supplier is to deliver Goods and/or perform the services, or such other delivery area or point which is specified in writing by Buyer.

"Goods" means the goods that are required to be delivered by Supplier pursuant to a Purchase Order, and include all materials, component parts, packaging and labelling of such goods.

"Intellectual Property Rights" means all intellectual and industrial property rights and rights of a similar nature including all rights in and to, patents including all issued patents and pending applications therefore and patents which may be issued therefrom (including divisions, reissues, re-examinations, continuations and continuations-in-part); trade-marks; copyrights; industrial design rights; rights pertaining to trade secrets and confidential information; publicity rights; personality rights; moral rights; and other intellectual property rights whether registered or not and all applications, registrations, renewals and extensions pertaining to the foregoing.

"Purchase Order" means the purchase order between Buyer and Supplier for the purchase and sale of Goods and/or Services, to which these Standard Purchase Terms are attached or are incorporated by reference.

"Services" means any services to be provided by Supplier to Buyer pursuant to a Purchase Order.

"Specifications" means the requirements, attributes and specifications for the Goods or Services that are set out in the applicable Purchase Order. Specifications also include: (a) documentation published by Supplier relating to the Goods or Services; (b) operational and technical features and functionality of the Goods or Services; (c) standards or levels of service performance for Services; and (d) Buyer business requirements that are expressly set out in a Purchase Order.