

**General Terms and Conditions of Purchase ('GTCP') of
Sempertrans India Private Limited**

1 Conclusion of a transaction

- 1.1 Unless otherwise agreed all goods and services enquired or ordered by us shall be subject to these General Terms and Conditions of Purchase ("GTCP"). The supplier shall make an offer within 3 days on these GTPC and not delineate from it. Terms and conditions of delivery or other contract form sheets of the supplier shall not be applicable even if we do not expressly object thereto. Deviations from these GTCP, if any proposed by the supplier, shall only be effective if we expressly accept the same in writing prior to conclusion of the contract of sale (1.4.).
- 1.2 Our purchase order shall be acknowledged by the Supplier by signing the Purchase order. If we do not receive an acknowledgement of the acceptance of the purchase order which fully corresponds to our purchase order within a period of 3 days, the purchase order shall be deemed to be cancelled/withdrawn automatically. In case, the parties intend to enter into the transaction, then a new purchase order would be required to be generated.
- 1.3 If the supplier has submitted an offer, and we subsequently submit a purchase order in response, any terms contained in the supplier's offer shall be thereby rejected, save to the extent that they have been incorporated into our purchase order.
- 1.4 **The purchase order so accepted/signed by the Supplier, read with these GTCP shall constitute a contract of sale.**
- 1.5 All agreements and all our statements shall require written form in order to be valid. All oral purchase orders must be put in writing by us within a period of 3 days, otherwise the same shall be deemed to be withdrawn/cancelled.

- 1.6 All trade clauses stated in contracts of sale shall be understood within the meaning of the Incoterms applicable from time to time unless some other meaning is expressly agreed in writing.
- 1.7 The terms "delivery" and "supply" as used in these GTCP shall include both, deliveries of goods and other items (in particular raw material, energy and software), the provision of services and the granting of rights. Wherever the term "goods" is used in these GTCP, the GTCP shall also apply to all other types of deliveries *mutatis mutandis*.

2 Type and period of delivery

- 2.1 **Contract of Sale Number must appear on all correspondence and invoices. All deliveries to our plant must be effected before 3.00 pm on working days. Delivery notes challans to be submitted in triplicate for each supply made. Our ECC registration number, TIN details and our full and correct name and address must be clearly mentioned in every delivery note.** Deliveries shall be accompanied by the invoice for such goods, issued in full compliance with all applicable laws. Deliveries shall be handled according to our instructions. Goods shall be packed properly according to the packing instructions given by the Purchaser. If the Purchaser does not provide any packing instructions, the normal practice of the industry shall be followed. Deliveries shall be in compliance with the regulations on safety, packaging and dangerous goods applicable in India and other applicable regulations; the related papers (e.g. safety data sheets and test certificates) shall be enclosed. With respect to utilisation and disposal of means of packaging our directives and rules shall be observed and co-ordinated with us, if necessary. Unless otherwise agreed deliveries shall be on **DAP** basis according to the Incoterms.
- 2.2 Unless otherwise agreed the insurance of the goods against transport damage or other damage shall be taken out by us.

- 2.3 Partial deliveries may only be made with our consent. **Over-deliveries (excess quantity) will under no circumstances be accepted unless otherwise agreed in writing.**
- 2.4 Delivery periods shall commence on the date of the contract of sale.
- 2.5 Title in any goods supplied shall pass to us upon delivery, unless payment for the goods is made prior to delivery, in which case it shall pass to us once payment has been made and the goods have been appropriated to the contract.

3 Payment

- 3.1 **All prices shall be fixed (firm) prices as agreed upon at the time of contract of sale unless deviating provisions have been agreed in writing.** The price shall be deemed to be **inclusive of all taxes and duties** pursuant to clause 4.1. below. In addition, the price so agreed in the contract of sale shall be inclusive of all charges including but not limited to any delivery charges and shall be final and binding upon both the purchaser and supplier.
- 3.2 Payments shall be deemed neither an acknowledgement of proper delivery nor a waiver of any rights whatsoever.
- 3.3 Delivery of Goods shall be accompanied by the Invoice for such goods. Invoice shall be issued in full compliance to the local laws and applicable central laws, if any.
- 3.4 We shall pay the Supplier the amount of invoice within 28 days of its receipt - unless otherwise stated in the contract of sale - if the invoice meets the contract of sale in general and in particular the requirement of local as well as central laws

4 Taxes & Duties

- 4.1 The Purchase price shall be inclusive of all taxes and duties, as may be applicable including, but not limited to the service tax, VAT/CST, entry tax, and other levies, if any.
- 4.2. The applicable taxes, if any shall be shown separately by the Supplier on its offer and invoice. Taxes, if not shown separately and specifically in the Supplier's offer and

invoice, the purchase price shall be deemed to be inclusive of any such taxes and would not be payable by us separately.

5 Untimely delivery

- 5.1 Time of delivery is of the essence of the contract. If the supplier is in default with respect to the delivery date, then 14 days after default started we shall be entitled to cancel the contract of sale with immediate effect by a formal communication via e-mail or letter. We need not give any prior intimation of our cancellation or intention to cancel the contract of sale. We may nevertheless grant such further period or periods of grace as we, in our absolute discretion, think fits.
- 5.2 If the delivery date is not observed but the supplier ultimately meets its delivery obligation within 14 days thereafter, or within such further period of grace as we may grant, the supplier shall pay liquidated damages in the amount of 0.5 % of the total price for each commenced week of delay but not more than 5 % of the total price, for delay beyond the original date of delivery as agreed upon in the contract of sale.
- 5.3 Notwithstanding the above, in the event the supplier fails to render the supplies even within the extended period, if any, granted pursuant to clause 5.2 above, the purchaser shall be entitled to terminate the contract of sale at the risk and cost of the supplier, after giving a notice of 14 days to the supplier for remedying the breach. In case the supplier fails to remedy the breach within the aforesaid period of 14 days, the purchaser then notwithstanding any other rights it is entitled to, either under the contract of sale or in law, will be entitled to 10% of the price of contract of sale as liquidated damages from the Supplier (in addition to any liquidated damages for delay), by way of damages for breach of Contract of Sale on the part of Supplier.
- 5.4 The liquidated damages stipulated in clause 5.2 & 5.3 above shall be payable by the supplier, on demand from the purchaser and shall be deemed to be a genuine pre-estimate of the damages arising out of the breach, whether or not actual damage or loss is proved to have been caused thereby.

6 Inspection and Defective delivery

6.1 The supplier warrants that all goods supplied shall be new and not having been previously used and shall be of highest quality in the industry, free from defects in design, material and workmanship and shall be based on state-of-the-art and suitable for their designated purpose.

The supplier undertakes that the goods will be produced and delivered within the scope of a quality assurance system according to DIN/ISO 9001 et seq. (or an equivalent system). The supplier shall provide us with evidence of the continuing existence of such a quality assurance system upon request.

6.2 We shall have the right to inspect the goods upon delivery at the agreed place of delivery, as may be agreed upon in the contract of sale, for any defects or for inferior quality or otherwise failing to meet the specifications or other requirements specified in the contract of sale. Such inspection, if any, carried out by the purchaser shall not absolve the supplier of his obligations under the contract of sale.

6.3 If we at the inspection test have determined values regarding the supply quantity, measurements, weights and quality, such values shall be relevant unless the supplier proves them to be incorrect. In the event of goods being found to be defective, the purchaser is entitled to claim for defects according to clause 6.5 below.

6.4 **If we reject the defective goods the supplier has to remove them on his own costs within 15 days from the receipt of our demand. We are not responsible for loss or deterioration of the rejected goods. The Supplier shall pay to us reasonable storage charges for such rejected goods for the period exceeding 15 days as aforesaid.**

6.5 If there are no other warranty provisions in the contract of sale, following shall apply: Claims shall be deemed to have been asserted in time if we have dispatched a written notice of defects within the warranty period 2 years from the date of delivery. If defective goods have been delivered, we shall have the option to demand defects to be repaired or non-defective goods to be delivered, a price reduction or to cancel the contract. **Improvement (repair) or substitute delivery shall be effected immediately - latest within 15 days - and at the supplier's cost.**

7 Additional conditions for fixed assets (machines,...):

Our advance payment has to be secured by an irrevocable unconditional bank guarantee, issued by a first class bank, acceptable to us. The warranty period shall commence as of our written declaration of acceptance (certificate of acceptance). If goods are defective and only in urgent cases we shall be entitled at the supplier's cost to repair the defect ourselves or to have the defect repaired.

8 Business secret

Our trade inquiries, contracts of sale and all related commercial and technical details shall be treated by the supplier as a business secret. The supplier may only refer to the existence of business relations with us if we have agreed thereto.

9 Safety provisions and other provisions

- 9.1 In addition to provisions set forth in the contracts of sale the goods delivered shall be in compliance with all statutory provisions (laws, regulations, standards, etc.) applicable in the land of production and at the place of delivery and at the place where the goods delivered will be used, in particular safety regulations, accident-prevention rules, standards regarding CE conformity and labelling, industrial safety regulations, environmental regulations, health standards, machine guarding regulations as well as regulations of electrical engineering.
- 9.2 The supplier warrants that the goods delivered are not encumbered with rights of third parties and that no patents, proprietary rights or other rights of third parties are violated by our purchase or use of the goods. The supplier shall indemnify and hold us harmless from and against all claims of third parties arising out of a violation of this obligation.
- 9.3 The supplier shall not be free to have contractual services for us provided by third parties in whole or in part unless we expressly agree thereto (no subcontracting).
- 9.4 An assignment of claims of the supplier under this contract shall require the written consent of us (non-assignment clause).

9.5 If any provision of these GTCP, the contract of sale or any contractual agreement between us and the supplier is held by any court or other competent authority to be void, illegal or unenforceable in whole or part, the other provisions of these GTCP or the affected contract as well as the remainder of the affected provisions shall continue to be valid, in force and binding. The void, illegal or unenforceable provision shall be replaced by such valid, legal and enforceable provision that comes closest to the business purpose of the replaced provision.

9.6 Interpretation:

All references to 'we', 'us' 'our' or the purchaser are references to Sempertrans India Private Limited. All references to agreement by us entail agreement in writing signed by an authorised signatory of us.

10 Termination Clause

10.1 We may terminate the contract of sale, with immediate effect by serving a notice of termination, if insolvency proceedings of any kind are commenced in respect of the supplier.

10.2 We shall have the right to terminate the contract of sale pursuant to the provisions contained in clause 5.3 above.

10.3 In case the defective goods/parts are not repaired or substituted within the period of 15 days as stipulated in clause 6.5 above, we shall, without prejudice to our other rights, be entitled to terminate the contract of sale.

11 Dispute resolution, applicable law

11.1 In the event of any disputes arising in relation to the contracts of sale, these GTCP or any contractual agreement between us and the supplier, the dispute shall be referred to and finally be resolved by arbitration under the LCIA India Arbitration Rules, which rules are deemed to be incorporated by reference to this clause. The place of arbitration shall be Mumbai, India, the language of the arbitration shall be

English. The Arbitration Tribunal shall consist of three arbitrators. The decision of such Arbitration Tribunal shall be final and binding upon the parties.

11.2 The contracts of sale, GTCP and other agreements shall be governed by the laws of India. The United Nations Convention on the International Sale of Goods shall not apply.

Edition: January 2015