

1. Scope:

- 1.1 This Purchase Order shall constitute the contract ("order").
- 1.2 No verbal agreements amending the terms of this order are valid unless both the Purchaser and the Supplier duly confirm them in writing.
- 1.3 These terms & conditions shall be valid and applicable on the parties unless otherwise stated or agreed in other agreement, documents or communication in writing.

2. Price:

The prices governing this order shall for all purposes, remain firm unless otherwise agreed to specifically in writing by the Purchaser and shall be inclusive of packing and free delivery at Purchaser's warehouse/ godown / works or any place specified in the order.

3. Delivery:

- 3.1 Delivery time is the essence of this order and must be strictly adhered to. If the Supplier fails to deliver the goods in time, the Purchaser may, at its sole discretion:
 - a. treat the order as cancelled at any time and recover any loss or damage from the Supplier;
 - b. purchase the goods ordered or any part thereof from other sources on the Supplier's account, in which case, the Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order, but also any other loss or damage the Purchaser may suffer;
 - c. Time is essence of the order. without prejudice to above provision Purchaser may accept late delivery, subject to a deduction in payment of 0.5% of the total order price for every week or part thereof of the delay, towards liquidated damages, subject to maximum deduction of 5% of the order price.
- 3.2 Purchaser, at its sole discretion, may withhold all or part of any payment to Supplier to such extent as may be necessary to protect Purchaser from loss.

4. Order and Confirmation of Order:

- 4.1 The purchase order shall be deemed accepted if no communication is received from the supplier within four (4) working days. The purchaser reserves the right to cancel the order within three (3) working days if the supplier fails to provide written confirmation of acceptance from the date of receipt. Further if the terms of the confirmation vary from the terms of the order, the Purchaser is only bound thereby if it agrees to such variation in writing.
- 4.2 Any amendments or additions or alterations to the order shall only be effective if the Purchaser confirms such in writing.

5. Examination/Rejection of Goods:

All materials duly processed and supplied against the order should conform to latest Indian Standards, it should be new, merchantable quality, fit for their intended purpose and should be in line with "Quality Assurance Plan", if any, which has to be approved in advance by the Purchaser. All such materials will be subject to inspection and approval by the Purchaser, either at the Supplier's premises and/or at the place of delivery indicated by the Purchaser. The Purchaser reserves the rights to reject such portion thereof as may be found defective or not in conformity with the specification or not fit for their intended purpose without invalidating the remainder of the order, if so desired by the Purchaser.

6. Product Warranty:

- 6.1 The said good/services processed and delivered by the Supplier shall be new and not used or reconditioned unless otherwise specified by the Purchaser; made out of good quality bought out components/materials, as acceptable to the Purchaser and it should have standard/excellent workmanship and fit for their intended purpose and free from defects.
- 6.2 The said goods/services delivered by the Supplier shall be identical to the sample, specification and description, if any given by the Supplier.
- 6.3 If deficiency is identified or any non-conforming of the goods/services or violation of applicable laws the Supplier shall at its own expense and at the discretion of the Purchaser either i) repair, replace the deficiency and the impacted goods, or ii) provide re-performance of the Services, or iii) replacement of delivery, or iv) return for credit. The discretion of the Purchaser shall be exercised fairly and reasonably.

7. Tax Invoice/Bills/ Challan:

The Tax invoice/bills for supplies of goods must be with original and duplicate copy of invoices along with acknowledgment copy for proof of delivery bearing the Supplier's GST registration numbers along with supporting documents (like, latest test reports, applicable compliance certificate of the product, etc.), if any, and showing the description of material, quantity, Purchase Order no., Supplier code number, HSN code as per PO, challan no. and date, GRN number with date and value wherever applicable in addition to specification as specified under GST Rules.

8. Payment:

Payment of service/processing charges for goods delivered, provided they are not rejected by the Purchaser shall be made as per the terms stated in the order. Payment falls due after the stipulated / agreed credit period from the date of receipt of materials or from the date of receipt of bills, whichever is later. The Purchaser shall at all point of time have all rights to deduct from any unpaid bills, debit notes falling due in case any goods/services are rejected on production line and/or any claims for deductions are raised on the Supplier. Interest on delayed payments shall not apply unless it is specifically agreed between the Parties in writing or otherwise applicable under the law.

9. Intellectual Property Rights:

- 9.1 Supplier acknowledges that, any patent, trade secret, confidential information, copyrightable work product, and all other intellectual property rights developed, derived from, or otherwise generated by Supplier in performing services hereunder will be owned by and belong exclusively to the Purchaser and shall be deemed "works for hire".
- 9.2 The Supplier shall indemnify and keep the Purchaser and its affiliates, their directors, employees and respective customers indemnified against all losses or damages arising from any infringement of any Intellectual Property rights in respect of any goods processed and supplied by the Supplier against this order. In addition, all litigation costs, if any, suffered by the Purchaser as a result of any Intellectual Property rights suit shall be reimbursed to the Purchaser by the Supplier forthwith.

10. Non-Disclosure:

- 10.1 If for the contractual work/goods/services the Purchaser furnishes the Supplier with any drawings, dies, discs, documents etc. or these are made by the Supplier himself, the same shall be kept strictly confidential by the Supplier and shall be used by it only for the contractual work.
- 10.2 On demand by the Purchaser at any time or on completion of the contractual work, the Purchaser's drawings, dies and documents etc. shall be returned forthwith by the Supplier to the Purchaser. The Supplier shall under no circumstances, allow the drawings, dies, etc. made for the contractual work to be used by a third party. The Supplier shall also not make supplies of the articles made with the help of these drawings, dies, etc. to any party other than the Purchaser.
- 10.3 The confidentiality obligation of the Supplier shall survive the expiration or termination.

11. Warranty:

Warranty Period means the period during which the 'Goods' shall give the same performance as warranted by the Supplier in the Warranty Bond or in the Specification.

The Supplier shall be bound to repair and/or replace free of cost any materials/ goods/ assets/ services processed and supplied by the Supplier, which become defective or any goods impacted by the defect due to faulty design, material or workmanship or any other reason within the Warranty Period. In all such cases the to and fro freight and insurance charges will be to the Supplier's account.

12. Non- Performance:

- 12.1 The Purchaser reserves the right to cancel this order or any portion thereof if supplies do not conform to the specifications and/or if deliveries are not made as stipulated. The decision of the Purchaser as to whether

the supplies conform to the specifications and, or deliveries are made as stipulated, shall be final and binding on the Supplier.

- 12.2 In addition, the Purchaser shall have the right to purchase/avail the goods/services ordered or any part thereof from other sources on the Supplier's account, in which case the Supplier shall be liable to pay the Purchaser not only the difference between the price at which such goods have been actually purchased and the price calculated at the rate set out in this order, but also any other loss or damage the Purchaser may suffer.

13. Subcontracting to Third Parties:

Subcontracting/assigning to third parties shall not take place either in whole or in part without the prior written consent of the Purchaser, which the Purchaser may grant or deny as per its discretion and violation of same shall entitle the Purchaser to cancel this order in whole or in part and claim damages.

14. Insurance protection of damage and transit liability:

Supplier shall bear safety and transit related responsibility for the Product it supplies and compensate Delta or third parties for all damage arising out of product safety and transit issues. Supplier shall take out sufficient product liability insurance and transit insurance as per INCOTERMS and verify the insurer, type, scope, and territory of insurance with Delta and a copy of corresponding insurance policy shall be available to Delta upon its request.

15. Termination:

- 15.1 In addition to other rights and remedies the Purchaser may terminate this order in case of breach of any terms and conditions of this order by the Supplier, subject to such breach has not been remedied by the Supplier within a reasonable grace period set by the Purchaser.
- 15.2 The Purchaser shall be entitled to terminate this order by giving 30 days notice to the Supplier in that behalf, without assigning any reason therefore. All the obligations undertaken prior to such termination shall survive for both parties. After receipt of such a notice, the Supplier shall not process the said products and forthwith hand over all the machines/tools/drawings etc. which are in the Supplier's custody.

16. Dispute Resolution:

All disputes arising out of or in connection with this order, including any question regarding its existence, validity or termination, shall, unless amicably settled between the parties, be decided through Court having appropriate jurisdiction.

17. Applicable Law:

This order shall be governed by and construed in accordance with the Laws of India.

18. Indemnity:

- 18.1 Without limiting any other remedy of the Purchaser, the Supplier shall at its own expense, defend, indemnify and hold harmless the Purchaser, its affiliates, their directors, officers, employees, agents, customers ("Indemnified Parties") from and against any and all loss, cost, expense damages, claims, proceedings, actions, demands or liability, including legal counsel fees and expenses, incurred or suffered by the Purchaser arising out of or in connection with any default or non-compliance or any violation or breach of any representations or any act or omission of the Supplier or failure to comply with any law, etc.
- 18.2 The indemnity in this clause is a continuing indemnity and survives termination or expiration of this order.

19. General:

- 19.1 The Clauses as mentioned above shall hold good until and unless any clause is amended or replaced in the body of the order, in which case such amended or replaced clauses shall prevail to the extent of any inconsistency.
- 19.2 In case of any inconsistency between the terms and conditions mentioned herein and in the Invoice or other contractual documents provided by the Supplier, then the terms and conditions mentioned herein shall prevail, except to the extent parties mutually agreed in written form.
- 19.3 For any enquiry, please quote purchase order reference number.