

GENERAL CONDITIONS FOR PURCHASE

1. SCOPE OF APPLICATION

The following purchase conditions apply for all orders from

M/s. Sun Ark Aluminium Industries P Limited [•], with office in 588, SivakasiVirudhunagar Main Road,Thiruthangal 626130 INDIA, fax +91 (0) 4562 234411, email aluminium@sunark.in represented herein by Mr. Sivakumar Poornachandran, duly empowered,

(hereinafter the “**Purchaser**”)

AND

Vendor (hereinafter “Vendor” which shall include the aforementioned parties’ representative(s), mandate holder(s), right holder(s) and successor (s))

issued electronically or in any other manner constituting an order concerning material deliveries and/or services, shall be governed by these General Conditions for Purchase (hereinafter the “**General Conditions**”).

All previous sales conditions of the Vendor are hereby expressly invalidated and are not binding on the Purchaser even when not specifically revoked at the time of execution of this instrument.

2. PRODUCT

For the purposes of these General Conditions, “Product” shall refer to the material ordered by the Purchaser and/or services requested by the Purchaser from the Vendor.

3. PURCHASE ORDER - ORDER CONFIRMATION - CHANGE ORDERS

- 3.1 Purchaser undertakes to issue written Purchase Orders giving the exact quantities and delivery deadlines to the Vendor (any verbal orders shall remain void). Orders shall be sent to the Vendor by fax, or sent in advance by email and subsequently confirmed by Vendor by fax or email.
- 3.2 Purchase Orders shall contain:
 - a. The quantity of Products.
 - b. The type of Products and of accessories.
 - c. The delivery deadline for Products.

- d. The place of delivery of the Products, and the shipping terms, which may be “Ex-Works cleared for Export” or “FOB Port” or “C&F Port” as indicated by Purchaser or “DAP Plant address” or “DDP Plant address” (costs and risks of, and responsibility for obtaining documentation necessary for, customs clearance for exportation to be borne by the Vendor).
 - e. Prices as indicated on the Vendor's Offer and accepted by Purchaser.
 - f. The agreed method of payment.
- 3.3 If necessary, the Purchase Order may also contain a requirement by Purchaser for the scheduling of partial deliveries over time of the Products contained in a single order (“Agreed Partial Deliveries”). In such cases, individual delivery dates shall be considered as essential and binding delivery terms.
- 3.4 On receipt of a Purchase Order, and within 5 Business days thereof, the Vendor may accept the order and send confirmation thereof by fax / email transmission or propose variations which shall be subject to acceptance by Purchaser within 3 Business days of receipt thereof by the Vendor. If such deadline expires without receipt of confirmation of the order, the order shall be considered as rejected and non-binding on the Vendor.

4. PRICES

- 4.1 The prices for Products and/or Services shall be those indicated for each Product and/or Service on the Vendor’s offer which is accepted by the Purchaser and indicated on the Purchase Order issued.
- 4.2 All subsequent changes shall be applicable, respectively, for at least six months. Any change thereafter requires 60 days’ notice.

5. PLACE AND DATE OF DELIVERY

- 5.1 Products shall be delivered “Ex works cleared for export” or “FOB Port” or “CIF Port” or “DAP Plant address” or “DDP Plant address” (costs and risks of customs clearance for exportation to be borne by the Vendor) at the place and on the date indicated by Purchaser in each individual Purchase Order subject to any change made with the mutual consent of the parties herein.
- 5.2 Orders of Products shall be marked, packaged, labelled, identified and delivered in accordance with industry standards as per the demands of the purchaser and / or agreed prior to order.

6. INSURANCE

Costs of the insurance of goods will be borne by the Purchaser only in the case where the Purchaser has confirmed this in writing.

7. TRANSFER OF RISK

The risk of damage or loss of the products is passed to the Purchaser upon delivery of the products by the Vendor.

The Vendor bears the risk of accidental damage or deterioration, up to the delivery of the goods to the Purchaser.

8. REJECTIONS

The Purchaser shall have the right to reject supplies only if the Product does not conform to specifically guaranteed characteristics. Any rejection shall be intimated to the Vendor within 7 days of the receipt of the Product by Purchaser stating the precise grounds for rejection. Vendor shall be entitled to replace the rejected Product.

If the defect of the goods is detected only at a later date, the Purchaser must notify the Vendor of the defective nature of the goods and the notification must reach the Vendor within 10 calendar days after detection of the defect.

A later investigation deviating from that and/or notification of the defective nature is liable for consideration only if investigation and/or notification has been implemented after delivery of the goods and/or if the goods possess "hidden" defects, after detection of the defective nature, without culpable delay.

In all cases of rejection by the Purchaser and if the claim of the Purchaser is justified, the Vendor shall be liable for the cost of replaced items and shipment to destination specified in the Purchase order and consequent loss thereof suffered by the Purchaser.

9. PAYMENTS

Payments shall be made in accordance with the payment conditions indicated in the Invoices.

OR

Purchaser shall open a suitable Letter of Credit allowing a credit period of 60 days as may be agreed in favor of Vendor to enable him to draw payments against deliveries effected to the Purchaser or dispatches made as per their instructions.

10. FORCE MAJEURE

If delivery is delayed, prevented, restricted or interfered with by reason of force majeure, upon giving prompt notice to Purchaser, the Vendor shall not be liable for non performance of obligation affected by force majeure, and the time for performance shall be extended by a

period equal to the period of delay caused by force majeure. If the period exceeds 2 months, Purchaser shall have the right to terminate the purchase order by means of written notice to the Vendor without any claim for compensation by either party against the other.

“Force majeure“ for the purposes of this instrument shall mean fire, explosion, breakdown of plant, strike, lock out or other labour disputes, shortage of significant raw materials, power or other utilities, Acts of God, terrorism, war, riot, revolution, blockade, seizure of assets or any requirement or restraint from Governmental or Local Public Authorities.

11. EFFECT AND VALIDITY – ADDITIONAL CLAUSES

These General Conditions shall be effective between the Parties upon execution by the Purchaser and replace, with immediate effect, any previous general contractual conditions agreed between the same Parties, including in relation to orders which have not yet been delivered or for which payment has not been made.

12. MISCELLANEOUS PROVISIONS

These General Conditions shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of each of the Parties.

13. APPLICABLE LAW

The Applicable law shall be Indian Law.

14. COMPETENT JURISDICTION

Any dispute in any way related to the interpretation, application, execution, or failure to execute these General Conditions shall be under the exclusive jurisdiction of the Indian Courts and the Courts of Sivakasi shall be exclusively competent. The parties agree that the concurrent jurisdiction of any Court is hereby excluded.

16. NOTICES

Any notice or other communications required or given under this Agreement shall be in writing and may be delivered by personal delivery, facsimile, email confirmed by facsimile or certified or registered mail (return receipt requested). Such notices and communications will be deemed given on the date of actual receipt. Notices will be sent to a Party at its address set forth below or such other address as that Party may specify in writing pursuant to this Section.

[Purchaser]

Address

Attention

Facsimile No

E mail Id

[Vendor]

[Address]

Attention: _____

Facsimile No.: _____

E Mail Id

PURCHASER

VENDOR

Company Stamp

Company Stamp

Date:

Place:



SA