

GENERAL CONDITIONS FOR SALES

1. SCOPE OF APPLICATION

All orders for supply between:

Purchaser

(hereinafter “ Purchaser which shall include their aforementioned parties representative(s), mandate holder(s) , right holder(s) and successor (s) ”)

and

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

(hereinafter the “**Supplier**”)

including orders issued electronically or in any other manner constituting an order, shall be governed by these General Conditions for Sales (hereinafter the “**General Conditions**”). Purchase conditions of the Purchaser are hereby expressly invalidated and are not binding on the Supplier even when not specifically revoked at the time of contract conclusion.

The offers of the supplier are made without obligation and subject to a written order confirmation unless expressly agreed otherwise in writing.

2. PRODUCT

For the purposes of these General Conditions, Product shall mean “Lucule” products

3. PURCHASE ORDER - ORDER CONFIRMATION - CHANGE ORDERS

- 3.1 Purchaser undertakes to issue written Purchase Orders giving the exact quantities and delivery deadlines (any verbal orders shall be void). Orders shall be sent to the Supplier by fax, or sent in advance by email and subsequently confirmed by Purchaser by fax or email.
- 3.2 Purchase Orders must 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” 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 Supplier).

- e. Prices as indicated on the Supplier's Offer.
- f. The proposed 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 Supplier 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 Purchaser.

If such deadline expires without receipt of confirmation of the order, the order shall be considered as rejected.

4. PRICES

4.1 The prices for Products shall be those indicated for each Product on the Supplier's offer which is applicable on the date the Purchase Order is received. Such offer and all subsequent changes shall be applicable, respectively, for at least six months. Any change thereafter requires 60 days' notice.

4.2. The relevant legally imposed percentage of tax is to be added to the prices.

4.3. The price is based on exchange rates, freight – storage and insurance charges applicable at the time of acceptance of the Purchase order by the Supplier. In case of any change in the applicable rates, duties, taxes after the date of formation of the sales agreement but prior to the agreed date of delivery, increase in charges prior to delivery shall be to the account of the Purchaser.

5. PLACE A 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 Supplier) at the place and on the date indicated by Purchaser in each individual Purchase Order.

5.2. The obligation of Supplier in the matter of delivery shall cease on delivery of the Product at the place and on the date indicated by the Purchaser.

- 5.3 Orders of Products shall be marked, packaged, labelled, identified and delivered in accordance with industry standards
- 5.4. If the shipment is delayed at the request of the Purchaser or for reasons attributable to the Purchaser, the delivery date is considered to have been met if the supplier advises readiness of shipment within the agreed delivery period. In such cases, the Supplier is entitled to, starting two weeks after advising readiness for shipment, to charge storage costs at the rate of 0.5 % of the invoice amount for each full month or part thereof or to store the object of delivery at the risk. The supplier specifically reserves the right to additionally submit a claim for compensation.

6. INSURANCE

The Product shall be insured upto carriage to and delivery at destination as specified by the Purchaser and the premium thereon shall be borne by the Purchaser unless varied by agreement of the parties.

7. TRANSFER OF RISK

Risk of damage to or loss of the Product shall pass to PURCHASER on delivery to carrier as referred to in Clause 5.2. hereinabove unless varied by agreement of the parties . However title to the Product shall be transferred to the Purchaser only on payment of all claims of the Supplier towards supplies effected to the Purchaser.

8. REJECTIONS

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 Supplier within 7 days of the receipt of the Product by Purchaser stating the precise grounds for rejection. Supplier shall be entitled to replace the rejected Product. Supplier shall not be held liable for any rejections intimated beyond the prescribed period and any Product in respect of which no rejection is intimated by Purchaser within the time specified above shall be deemed to have been accepted by the Purchaser as conforming to specifically guaranteed characteristics and as of acceptable quality .In all cases of rejection by the Purchaser and if the claim of the Purchaser is justified, the Supplier shall be liable only for the cost of replaced items and shipment to destination specified in the Purchase order.

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 Supplier to enable Supplier to draw payments against deliveries effected to the Purchaser or dispatches made as per their instructions.

10. GENERAL LIABILITY

The Supplier's liability is limited to defects in specifically guaranteed characteristics. All further claims of the Purchaser with regard to faults and defects are explicitly excluded, in particular all further claims for the repair of defects, contract changes or reduction of contract price, or claims for damages of whatever kind provided, provided such damage has not been caused to the Product involving a case of wilful tort or gross negligence on part of the supplier. The payment of damages in all cases shall be limited to damage foreseeable at the time of contract conclusion.

11. FORCE MAJEURE

If delivery is delayed, prevented, restricted or interfered with by reason of force majeure, upon giving prompt notice to Purchaser, the Supplier 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 Supplier without any claim for compensation by either party against the other.

“Force majeure“ 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.

12. EFFECT AND VALIDITY – ADDITIONAL CLAUSES

These General Conditions shall be effective between the Parties upon execution by the Supplier 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.

13. 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.

14. APPLICABLE LAW

The Applicable law shall be Indian Law.

15. 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.

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

[Supplier]

[Address]

Attention: _____

Facsimile No.: _____

E Mail Id

SUPPLIER

Company Stamp

Date:

Place:

PURCHASER

Company Stamp

