

Purchase Order Terms and Conditions

- 1. Definition:** Silox Specialties India Private Limited, having its Registered Office at, Gujarat, India, hereinafter referred to as "Buyer". The person, firm or Company supplying the goods / services/ carrying out work on contract basis (the subject of this Purchase / Work Order) is hereinafter referred to as 'Seller'. The Seller includes the 'Sub-Contractor' engaged by the Seller. The goods/services/ carrying out work on contract basis (the subject of this Purchase /Work Order) are referred to as 'Goods'. If it relates to supply of goods it shall be read as 'Goods' and if it relates to Services or Works, it shall be read as "Works"
- 2. Terms and Conditions:** Each shipment received by Buyer from Seller shall be deemed to be only upon the terms and conditions contained herein, notwithstanding any different or additional terms and conditions that may be contained in any quotation, offer, acknowledgment, invoice or other document of Seller and notwithstanding Buyer's acceptance of or payment for such shipment. The terms and conditions of this purchase / work order shall supersede and control over any terms and conditions in Seller's documents, including Seller's quotation or offer.
- 3. Buyer's Acceptance:** Buyer reserves its right to inspect the Goods before dispatch from the Seller's premises. Such inspection shall not relieve the Seller from the responsibility and/or such guarantees, as may be arranged. Such inspection shall not be interpreted in any way to imply the acceptance of Goods. Buyer reserves it right to inspect the Goods, when it is in work in progress form, through its representative and the inspectors' rejection on account of non-compliance by the Seller, with the agreed terms, would be final and the Seller shall have to execute the order afresh to the satisfaction of the Buyer. Goods purchased hereunder are subject to inspection and approval at Buyer's destination. Buyer reserves the right to reject and refuse acceptance of goods not in conformance with any instructions, specifications, drawings and data or Seller's warranties (express or implied). Payment for the products and services delivered shall not constitute acceptance. Nothing contained in the Order shall relieve Seller from the obligations of testing, inspection and quality control. If it relates to erecting of works, the buyer shall inspect the works and after inspection, it is satisfied, the Buyer shall accept the works completed by the Seller.
- 4. Seller's Acceptance :** Seller's shipment of any goods or performance of any services covered by this purchase / work order, or Seller's receipt of payment from the Buyer for such goods or services, shall constitute Seller's acceptance of this purchase /work order and the terms and conditions herein as fully as if Seller had accepted them in writing.
- 5. Access by Buyer:** Buyer shall have access to Seller's and Seller's suppliers' facilities at any time during normal business hours in order to inspect and determine the progress of the



work and/or to expedite the work. The goods or services performed against the purchase /work order shall not be invoiced at a higher price than shown hereto without Buyer written consent. If applicable, the invoice shall itemize transportation charges and taxes separately. No charge will be allowed for packing, labeling, customer, storage, express handling unless indicated on the purchase / work order. Unless agreed otherwise, Seller shall pay all taxes, duties or levies of any nature related to this purchase /work order.

6. **Price:** The goods or services performed against the purchase /work order shall not be invoiced at a higher price than shown hereto without Buyer written consent. If applicable, the invoice shall itemize transportation charges and taxes separately. No charge will be allowed for packing, labeling, customer, storage, express handling unless indicated on the purchase / work order. Unless agreed otherwise, Seller shall pay all taxes, duties or levies of any nature related to this purchase /work order.

Any statutory variation in duties, levies or taxes if applicable and specified in this Purchase / Work Order, or the introduction of new duties, levies or taxes from the date of execution till the scheduled date for completion of the work which include defect liability period if any and limited to direct invoices of the Seller shall be to Buyer account. Seller shall have the obligation to provide the necessary documentary evidence / supporting by way of gazetted notifications etc. to prove the change in such levies or taxes between the due date of submission of the bid and the scheduled date of completion of work which include defect liability period if any to claim the difference"

Seller shall pass on to Buyer all the benefits of either reduction in tax rates, exemptions, concessions, rebate, set off, credits, etc. or introduction of new tax rates exemptions, concessions, rebate, set off, credits etc. pertaining to all taxes, duties, imposts, fees and levies in respect of the supplies of Goods or performance of obligations including reduction in procurement price, under the Purchase / Work Order. This would specifically include reduction of tax rates as a result of statutory changes or judicial rulings.

Seller hereby represents that they are or shall be registered under Goods and Services Tax (GST) and be compliant of GST provisions including issuance of proper tax invoice to enable Buyer to avail input tax credit on timely basis. Seller further represent that they shall timely deposit GST amount due to the Government and file the periodic statements / returns as per the provisions of GST Law, to ensure timely receipt of input tax credit benefit of the taxes charged by Seller on their outward supplies to Buyer. In case of non-compliance of the GST provisions by the Seller resulting in blockage or denial of any input tax credit benefit to Buyer, the Seller hereby indemnify Buyer for input tax credits so denied along with interest, penalty etc.



- 7. Buyer / Seller / Sub-Contractors Responsibility:**
- a. Injuries to Workmen: The Seller and its Sub-Contractor shall insure their respective personnel against bodily injury.
 - b. Damages to stocks, equipment, materials and existing facilities : Seller or its Sub-Contractor shall carry or be deemed to carry at its own risk and expense all risks insurance (Fire, Explosion, Storm, Water damage, Theft and Burglary) covering his owned, rented or Sub-Contractors stocks, equipment and material on the plants. Buyer shall carry or be deemed to carry the risks of fire and explosion which may affect his facilities. Notwithstanding anything to the contrary, Seller as well as Sub-Contractor, shall assume a strict liability, with respect to damages resulting from their activities in Buyer's plants.
 - c. Damages to contract works in progress: Unless proved otherwise the Seller and its Sub-Contractor will be liable for all damage caused to the contract works in progress. However, Buyer may at its sole discretion take out a "Construction-All Risks policy".
 - d. General public liability: The Seller and its Sub-Contractor shall take out general public liability insurance and shall furnish copy of the same upon request of Buyer.
 - e. Motor Vehicle third party insurance: Seller and its Sub-Contractor shall take out motor vehicle third party liability insurance, in accordance with the applicable regulations of the Buyer to cover the damages caused by the use of its motor vehicles.
 - f. General Provisions: Seller warrants that he will obtain from its Sub-Contractor the same coverage and for the same period to which he committed himself with the Buyer. Prior to the commencement of work, Seller and its Sub-Contractor shall furnish certificates of insurance to Buyer evidencing the insurance required. Each certificate shall provide that thirty (30) days prior notice shall be given to Buyer in the event of cancellation or material change of insurance coverage. Buyer shall have the right to request, at any time, the production of the policies, as well as the evidence of payment of premiums. The non-compliance by Seller or by the Sub-Contractor of the safety requirement and regulations or other instructions from the Buyer may involve a penalty for Seller or its Sub-Contractor and the penalty shall be decided by the Buyer.
- 8. Packing:** It is the responsibility of the Seller to sufficiently and properly pack the consignment and also in the prescribed manner for transportation by road or rail or sea or air as the case may be, so as to ensure its delivery at destination free of loss of damage or pilferage. No extra packing, delivery charge will be paid until and unless agreed upon and specifically mentioned in the Purchase / Work Order.
- 9. Delivery Challan, Delivery of Goods, Transfer of Risks and Title:** Delivery Challan in duplicate mentioning the Purchase / Work Order number, date, description & item code



of the Goods as given in the Purchase / Work Order should be submitted at the time of supplying the Goods. One copy of the delivery challan will be retained by the Buyer and the second copy will be accepted as proof of Goods having received. This is without prejudice to any guarantee given by the Seller as to the quality or performance of the Goods. Unless otherwise agreed, delivery of goods shall be CIF Buyers site as may be specified by the Buyer. Risk of loss or damages to the goods shall pass to the Buyer as accordingly to agreed Incoterms 2000. Unless otherwise agreed, title to the goods shall not vest in Buyer and shall remain in Seller until receiving inspection acceptance at Buyer's destination by Buyer of goods delivered hereunder.

10. **Test / Guarantee Certificate:** All test/guarantee certificate should be addressed and sent along with supplies.
11. **Quality, Warranty and Liability :** All Goods must be according to the Buyer's specifications, wherever stated. In the absence of specification or samples, Goods must be best of their respective kinds and subject to Buyer's approval. If the Buyer finds that the Goods supplied are not in accordance with the description specifically stated in the Purchase / Work Order or as per the sample or received in a damaged condition and in such matters the Buyer will be the sole judge. The Buyer will be entitled to reject whole of the Goods which is not in accordance with the above. Seller warrants that all goods delivered hereunder shall be of new and first quality material, good workmanship and free from defects; shall conform to specifications, drawings, samples or other descriptions furnished by Buyer to Seller; and shall be fit for the purposes for which they are purchased when the purpose has been made known to Seller. Seller further warrants that services furnished hereunder shall conform to Buyer's specifications and shall be performed in a skilled and workmanlike manner. Goods or services found to be defective in material or workmanship or which do not conform with specifications within eighteen (18) months from the date of shipment (or performance) or twelve months (12) from the date same are put into service, whichever date occurs first, shall, at Buyer's option, be corrected or repaired in place by Seller, or be replaced at Buyer's facilities by Seller, or be returned to Seller at Seller's expense (including transportation and handling costs) for full refund. This warranty shall survive any inspection, delivery or acceptance of goods or services, or the payment for same by Buyer. Seller shall indemnify and hold harmless Buyer, its officers, directors, employees and agents from any and all claims, demands suits or actions, environmentally related or of any other nature whatsoever, including reasonable attorney's fees and expenses arising from this purchase / work order.
12. **Confidentiality :** Any business or technical information or data in the form of specifications, drawings or otherwise furnished to Seller under the purchase / work order shall remain Buyer's property, shall be deemed proprietary, shall be kept confidential, and shall be promptly returned at Buyer's request. The foregoing shall not



apply if the information is or becomes publicly available or is rightfully received by Seller from a third party. Seller shall not disclose, without Buyer's written consent, any such information or data to any person, or use such information or data itself for any purpose other than performing the purchase / work order. The obligations under this paragraph will survive the cancellation, termination or completion of the purchase / work order. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Seller to Buyer shall be deemed secret or confidential.

13. **Intellectual Property** : Seller shall indemnify, hold harmless and defend Buyer from and against any and all liabilities, damages, claims or suits based upon actual or alleged infringement of any patent ,copyright, trademark, license or similar right resulting from the furnishing of goods or services hereunder (except where any claimed infringement is due to Buyer's design). In the event goods or services are held to be infringing, Seller shall, at its own expense and at Buyer's option, either procure for Buyer the right to continue using said goods or services or replace or modify them so that they become non- infringing, or refund in full the purchase price /consideration paid thereof by Buyer, provided that any replacement or modification shall be of equivalent quality and shall not affect the performance attained prior thereto by the goods or the plant in which the goods are utilized or installed or on which the services have been performed.
14. **Title to Drawings and Specifications**: Buyer shall at times have title to all drawings, specifications and other documents supplied or prepared by Buyer and/or by Seller in connection with the furnishing of goods or services hereunder and Seller shall hold in confidence and use the same only to the extent necessary for execution of this purchase / work order and shall, upon Buyer's request, promptly turn over to Buyer all copies of same. Seller shall not release for publication any information concerning this purchase / work order, its existence, or the project for which it is given, except with Buyer's prior written consent.
15. **Force Majeure** : If the performances of this purchase / work order is interfered with by reasons of any circumstance beyond the reasonable control of the party affected as a result of fire, flood, explosion, war, embargo, government requirement, act of God, then the party affected shall be excused from such performance on a day-for-day basis to the extent of such interference (and the other party shall likewise be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with), provided, further, that if any such interference extends for more than thirty (30) days, Buyer shall have the right, without charge, to cancel any purchase / work order affected by such interference.
16. **Compliance with Laws**: Seller warrants that the goods and services sold hereunder will



comply with all applicable laws and regulations (including, but not limited to, Safety and Health regulation, and all rules and regulations thereunder, all applicable environmental laws and regulations, and any disclosure requirements related to hazardous or other such materials) relating to the manufacture, sale, delivery and/or transportation (including labeling and packaging requirements). Seller will provide Buyer with all information which will reasonably assist Buyer in the safe handling and use of all goods sold hereunder and in complying with any reporting requirements. Seller will indemnify, hold harmless and defend Buyer from and against any liabilities, claims, fines, penalties, costs and expenses arising out of goods and services delivered by Seller which are not in compliance with these requirements.

17. **Termination:** Buyer has the right to terminate this purchase / work order in whole or in part at any time and for any reason by written notice to Seller. In such event, Seller may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable related charges for the work already performed, all determined in accordance with generally accepted accounting principles. Notwithstanding the foregoing, if Seller breaches any of the terms and conditions herein, in addition to Buyer's other rights and remedies under the law, Buyer reserves the right to terminate this order and cancel all or any part of the undelivered portion of this order without any liability whatsoever.
18. **Entire Contract:** This purchase / work order constitutes the entire contract between Buyer and Seller concerning the goods and/or services described herein. No amendment, supplement, addition or modification to this contract shall be effective or binding unless made in writing and signed by an authorized representative of Buyer. This purchase / work order and the obligations of Seller hereunder shall not be assigned, delegated, or transferred, by operation of law or otherwise, without the prior written consent of Buyer. No part of this purchase / work order may be subcontracted without the prior written approval of Buyer.
19. **Governing Law and jurisdiction:** This purchase / work order and any disputes hereunder shall be governed, interpreted and construed in accordance with the laws of the country of Buyer's location, without regard to conflicts-of-laws rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not, for any purpose, govern or apply to this purchase / work order or any transactions, performance or disputes hereunder. Any dispute arising from this purchase / work order shall be brought in the jurisdiction of Buyer's location
20. **Severance :** If any provision of this Agreement is held illegal, unenforceable or otherwise invalid, that provision will be severed from this Agreement and the remainder of this Agreement shall remain in full force and effect



21. **Time of the Essence:** Time is of the essence in this purchase / work order. Failure by Seller to complete delivery of the goods and services ordered within the time specified, or within a reasonable time if no time is specified, shall at the option of Buyer, without liability, in addition to Buyer's other rights or remedies, relieve Buyer of any obligation to accept and pay for such goods.

22. Silox Sustainability and Code of Conduct

The buyer is a group Company of Silox SA, Belgium, which is committed to integrating economic, societal and environmental sustainability in its operations as a way of doing business, "the Silox Way." Please refer the same at our web site <https://www.silox-india.com/en/resource>

In doing business with the buyer, Seller agrees to subscribe to principles consistent with the Silox Way as detailed in the Silox Supplier Code of Conduct which can be accessed at <https://www.silox-india.com/en/resource> and made a part hereof ("Silox Supplier Code of Conduct") and to seek comparable consistency within its own supply chain. To this end, Seller agrees to comply with the requirements of the Silox Supplier Code of Conduct.

To assess Seller's compliance with these principles, buyer may conduct or ask a third party to conduct a Corporate Social Responsibility assessment. Seller undertakes to accept such assessment and to fully cooperate with buyer and/or the third party during this assessment.

Any material violation of any of the principles set forth in the Silox Supplier Code of Conduct and/or any refusal to implement any corrective action as requested by buyer, may be considered by buyer as a cause for early termination of the agreement, upon prior written notice pursuant to the relevant clause on early termination and without further liability incurred by buyer.

