

UNLESS OTHERWISE AGREED IN WRITING, THE FOLLOWING TERMS AND  
CONDITIONS WILL GOVERN THIS PURCHASE/WORK ORDER

1. **CONTRACT** : This Purchased/Work Order (order) shall constitute a contract between BLUE STAR LIMITED (Buyer) and the Supplier (Seller) on whom this order is placed for delivery of goods and immediately upon its dispatch by the Buyer it shall be binding on the Seller
2. **ACCEPTANCE** : Acceptance of this order must be given by the Seller in writing within 7 (Seven) days of receipt of this order failing which the Seller will be deemed to have accepted this order upon the terms and condition stated herein and overleaf
3. **DELIVERY TIME** : Delivery of goods in time is the essence of this contract and must be strictly adhered to by the Seller The Buyer shall be entitled to rescind the contract wholly or in part if delivery of the goods are not made in accordance with the terms of this contract without taking any formal step such as providing a notice or otherwise However in the event of the Seller's failure to deliver the goods in time the Buyer shall at its sole discretion shall be entitled other
  - (a) to purchase goods from other source on the seller's account in which case the Seller shall be liable to pay to the Buyer 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, or
  - (b) to hold the Seller liable to pay the Buyer damages for non-delivery of goods in time and on the basis of the difference between the market rate and the contract rate.
  - (c) the Buyer at their sole discretion may accept late delivery upon the Seller agreeing to pay to the Buyer such amount be way of penalty as may be imposed by the Buyer
4. **CHALLANS – DOCUMENTATION**: The goods should be delivered under challans in triplicate, order reference must be mentioned on the challans, for goods dispatched by Public Carriers, Railway Receipt or Transport Delivery Receipt (G C Note) must be prepared in favour of the Buyer and a copy must be promptly sent to the destination address mentioned in this order through registered post. Failure on the part of the Seller to comply with the above requirements shall result in noncompliance of the terms of this order and the buyer shall have the right to forthwith reject the goods supplied
5. **PROPERTY** : The property of goods shall pass to the Buyer only upon delivery at the premises mentioned in this order and accepted by the Buyer
6. **QUALITY** : The goods shall correspond with the description or the sample or the original specifications thereof in all details. Otherwise the same shall be liable to be rejected by the Buyer and the Seller shall be deemed to have wrongfully neglected to deliver the goods according to this order/contract The Buyer's decision in matter of assessing the quality of the goods ordered will be final and binding
7. **INSPECTION OF GOODS** : The Buyer reserves the right of inspection of goods at the points of assembly and/or delivery Routine and type tests shall be performed at the manufacturer's works and test certificates furnished If desired by the Buyer the Seller will permit or arrange the Buyer's authorised representative to be present during any of the tests to be performed to assess the quality of goods to be delivered by the Seller If the goods delivered the goods

from any other source and the Sellers will be liable to reimburse the Buyer of any additional costs incurred in doing so

8. **ACCEPTANCE OF GOODS** : Acceptance of goods by the Buyer shall not discharge the Seller from the liability for damages or for any condition or warranty contained herein or implied by law and if after accepting the goods or any of them are found to have any defect/s therein either in material, workmanship or otherwise become known to the Buyer and such defects and shall (in additions to any other rights or remedies that the Buyer may possess) be entitled to reject such goods ordered in part or in full and hold the same at the Seller's risk , cost and consequence The Seller shall be responsible and be liable to forthwith replace or to repair at the options of the Buyer, free of cost goods delivered under this order or any part thereof if any defect and/or deficiency in the composition or a substance or material or workmanship of process or manufacture or in the design of the goods is brought to the notice of the Seller within 12 (Twelve) calendar months from the date of delivery
9. **REMOVAL OF REJECTED GOODS** : Within 15 (Fifteen) days from the date of intimation from the Buyer of their refusal to accept the goods the Seller shall immediately remove the rejected goods from the Buyer's godown or site at their own cost. The Buyer shall not be responsible or held liable for any loss or deterioration of such rejected goods The Seller shall pay to the Buyer storage charges @ ₹ 500/- (Five Hundred) per day for such rejected goods for the period exceeding 15 (Fifteen) days as aforesaid
10. **EXCESS DELIVERIES** : Goods must not be delivered by the Seller in excess of the quantity ordered The Buyer assumes no obligation to accept such goods and/or make payment in relation of such excess quantity delivered. The Seller must remove such expenses deliveries at their own risk and cost.
11. **CANCELLATION AND/OR AMENDMENT** : The Buyer reserves the right to cancel and/or amend this order or any part thereof without assigning any reason in the Seller whatsoever
12. **PACKING** : Goods to be delivered against this order must be properly packed for the transport by road/rail/air/water to the place stipulated in this order to avoid any damage during transit. No additional charges will be accepted or paid for packing unless specifically agreed upon by the Buyer The packaging norms shall be compliant with the Standards of Weights and Measures Act. Packages Commodities Rules and such other legislations as may be applicable.
13. **CONSEQUENTIAL LOSS** : The Buyer shall in no event be liable for loss of profit, loss of revenue, loss of use, loss of production, loss of capital or cost connected with interruption of operation, loss of anticipation saving, indirect or consequential damage or loss of any nature which the Seller may have suffered.
14. **LIMITATION OF LIABILITY**: Notwithstanding anything contained in this contract/order/amendments to the contrary with respect to any and all claims arising out of the performance or non-performance of the obligations under this contract/order/amendments, whether arising in contract. Lort warranty, strict liability or otherwise, the Buyer liability shall not exceed in the aggregate 100% (Hundred Percent) of this order value or deliveries made whichever is lower.
15. **PAYMENTS** : All bills/invoices for deliveries made by the Seller shall bear the sales tax/VAT/Service Tax registration number of the Seller and should be submitted in duplicate bearing the order No and the date as reference along with receipted challans at the office specified in this order Seller should strictly adhere to the instructions contained in this order

- failing which payment is liable to be delayed No interest shall be paid under by the Buyer to the Seller under any circumstance for such delayed payment if made However legitimate payment will be made after the agreed period of credit as mentioned in this Purchase order
16. **RIGHT OF SETOFF** : The Buyer shall be entitled to recover from the Seller any sum due to the Buyer on account of damages penalty or otherwise whether in respect of deliveries under this order or under any of the prior or subsequent order The right of setoff shall be at the sole discretion of the Buyer
  17. **INDEMNITY** : The Seller shall indemnify the Buyer for loss of profit, loss of revenue, loss of use, loss of production, loss of capital or cost connected with interruption of operation, loss of anticipated saving, indirect or consequential damage or loss of any nature which the Buyer may have suffered and from all claims for injury that may be caused to any person by any act of the Seller or his agents or servants whether employed by him or not while in or upon the Buyer's premises and in respect of any other damages that may be caused to any property including plant and machinery of the Buyer in course of delivery of the goods.
  18. **GUARANTEE** : The Seller shall guarantee that all goods delivered are free from any defects and bad workmanship and that the goods/equipment delivered shall operate satisfaction within the agreed guarantee period which shall be 12 (Twelve) calendar months from the date of Installation/commissioning/acceptance by the Buyer or such other guarantee period unless otherwise specified in this order The Seller will be the responsible for free replacement or repairs in case of defective goods and/or non-satisfactory performance of the equipment delivered.
  19. **FORCE MAJEURE** : The Seller shall be under no liability for failure to deliver and the Buyer for accepting delivery of goods or any part thereof when such failure due to fire, earthquakes, floods, strikes, lock-outs, transportation, embargoes, act or God, State enemies, or any other cause whatsoever beyond the control of the Seller or the Buyer
  20. **INTELLECTUAL PROPERTY RIGHTS** : The Seller shall indemnify the Buyer against any claim for infringement of any patents, registered design, trade mark or trade name on sale of goods to the Buyer
  21. **CONFIDANTIALITY** : The Seller agrees that he/they will not use, sell loan or publicise any of the specifications blue prints or designs, delivered or paid for by the Buyer for fulfilment of the order without prior written consent from the Buyer
  22. **JURISDICTION** : Any suit or other proceedings to enforce the rights or either party shall only be instituted in and tried by the Courts of ordinary civil jurisdiction in the city from where this order is issued

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