

## STANDARD TERMS AND CONDITIONS

1. In these conditions, BOC India Limited Is referred to as the Purchaser" and the party on whom the order Is placed Is referred to as the Supplier".
2. Supplies of all goods and works carried out against this order shall conform to specifications, drawings and samples provided and/or approved by the Supplier, to be fit for the purpose Intended, merchantable and free from defect In materials and workmanship.
3. The Purchaser reserves the right at anytime to make changes In drawings and specifications as to the materials/works covered by this order and If, as a result thereof, any Increase or decrease In the production cost Is caused, the price set out In this order shall be equitably adjusted by the Purchaser.
4. In the absence of specifications or samples, the goods supplied and works carried out must be best of their respective kinds and are to be of first-class workmanship.
5. All goods and works supplied shall be covered by warranty against all defects upto 18 months from the date of delivery or 12 months from the date of placing In service, whichever Is earlier.
6. Unless otherwise specified In writing, delivery shall be made free of charge at the address given in the order. All loss or damage in transit shall be borne by the Supplier. The Supplier shall give despatch Intimation to the Purchaser in advance notifying the quantity despatched, date of despatch, name of the carrier, consignment number, accompanied by a copy of the delivery challan,
7. Unless otherwise agreed in writing, price given in this order Is firm. No charges other than those specifically agreed to shall be chargeable from the Purchaser.
8. The Purchaser reserves the right to Inspect the goods and works carried out by the supplier at Its premises. All materials supplied shall be as specified and/or approved and will be subject to Purchaser's Inspection and acceptance after delivery. The Purchaser shall have the right to reject wholly or partly any consignment as may be found defective or as may fall to conform to quality or quantity as approved without Invalidating the remainder of the order. The Purchaser may in its absolute discretion accept such of the goods as do not meet certain specifications, If such shortcoming In the materials supplied do not seriously impact the purpose for which the materials have been ordered. In such an event, the Purchaser shall make such reasonable deduction in the price to make good the loss that may be Incurred by the Purchaser. If the Supplier does not agree to such deduction in the price, the Purchaser shall reject the goods without acceptance.
9. In the event of rejection, cost of materials supplied by the Purchaser shall be borne by the Supplier. The Supplier shall be liable to compensate the Purchaser for all costs, direct and consequential losses Incurred by the Purchaser as a result of rejection.
10. The Purchaser shall have the right to obtain replacement at the Supplier's expenses or cancel the order to the extent of rejected quantity. The rejected goods will be held by the Purchaser at the Supplier's risk and expenses for a period not exceeding 15 days from the date of Intimation of rejection. On the expiry of the period of 15 days, the Purchaser shall be free to dispose of the materials in any manner without any liability whatsoever. If so advised by the Supplier, the rejected goods will be returned by the Purchaser at the Supplier's costs which will Include transportation both ways plus storage, handling, packing and trucking.
11. All patterns, specifications, drawings, designs or other property whatsoever supplied by the Purchaser shall be treated as secret and confidential and must be returned to the Purchaser Immediately on demand and must not be used by the Supplier for or In connection with the production of any goods whatsoever other than the goods ordered by the Purchaser. The Supplier shall be responsible for the safe custody of the Purchaser's property and raw-materials provided to the Supplier for the purpose of this order and in the event of spoilage or loss, the Supplier must reimburse the cost thereof to the Purchaser. All such properties of the purchaser must be fully insured by the Supplier against all risk of whatsoever nature until they have been received back by the Purchaser.
12. Time of delivery is the essence of the contract and the Purchaser reserves the right to cancel the order in full or in part and without prejudice to any other right which the Purchaser may have, If delivery is not made as per specifications within the stipulated date. In the event of such cancellation, the Purchaser may get the order executed by any other party and claim from the Supplier any loss the Purchaser may suffer thereby including difference between the cost incurred by the Purchaser and the contract price.
13. Should the Supplier fall to deliver materials/works within delivery time specified, the Supplier shall be liable to pay to the Purchaser liquidated damages for delayed delivery at the rate of 2% of the price of the materials/works not delivered in time for every month or part thereof during which the stipulated delivery time Is exceeded. Payment of liquidated damages shall not, however, absolve the Supplier from the delivery obligations.
14. Neither party shall be liable to the other for default or delay In delivery or accepting scheduled delivery, If caused by circumstances constituting force majeure such as fire, strike, lockout, riot, war, Government orders, regulations and legislation, acts of God and/or any other contingency beyond reasonable control of the respective parties. The Purchaser shall have the option to cancel the order wholly or partly In the event of force majeure extending beyond a fortnight.
15. Sales tax and other taxes as applicable will be payable by the Supplier unless otherwise provided for. The Supplier will quote his registration number when claiming sales tax and other taxes from the Purchaser.
16. The Supplier will send his original bill to the Purchaser's Accountant located at the address mentioned on the Purchase Order. The bill must be accompanied by documents showing despatch to and receipt by the Purchaser.
17. Unless otherwise specified, the payment will be made by the Purchaser within 30 days of the sight of the Supplier's bill for goods/works duly accepted by the Purchaser.
18. The Supplier shall indemnify the Purchaser, its assignees, customers, vendors and users against any action, damage, claim or demand, costs and expenses arising from or Incurred by reason of any infringement of any letters patent, registered design, trademark, copyright or any other protected right In respect of any goods/works supplied under this order.
19. The Supplier shall not without written consent of the Purchaser sublet or assign this order or any part of it to any other person, firm or company.
20. No addition, alteration or rescission of this order shall be valid unless accepted by the Purchaser in writing. These conditions of purchase shall be applicable to all additions, alterations and rescissions so accepted.
21. No suit or other legal proceedings in respect of this order shall be instituted in any Court other than the Court having jurisdiction