



Magnus Industrial Enterprises Pvt. Ltd. (MIEPL)

13, Gandhi Gram, Kanpur, Uttar Pradesh 208007, India

GENERAL PURCHASE AGREEMENT

1. General

- *These terms apply to all purchase orders (Orders) for goods and or services (goods/services) placed by MIEPL to a supplier (Supplier) and are in addition to any terms and/or conditions specified in an individual Order.*
- *These terms apply to all purchase orders (Orders) for goods and or services (goods/services) placed by MIEPL to a supplier (Supplier) and are in addition to any terms and/or conditions specified in an individual Order.*
- *Where an Order is issued under the terms of a contract between MIEPL and the Supplier (supplier contract) in the event of any inconsistency between an Order and a contract between MIEPL and a Supplier, the supplier contract will prevail to the extent of the inconsistency.*
- *No other terms or conditions or any variations apply to an Order by MIEPL unless MIEPL has agreed in writing to them.*
- *Acceptance of purchase order shall be deemed as applicability of 'General Terms and Conditions of Purchase' of MIEPL as against sellers 'General Terms and Conditions of Sales' if any and in case of inconsistency between them, 'General Terms and Conditions of Purchase' will prevail.*

2. The Agreement

- *Supply of goods/services pursuant to an Order shall constitute acceptance of the terms of this agreement.*
- *The Supplier may not transfer this agreement without the prior written consent of MIEPL.*
- *The laws of India will govern this agreement.*
- *All purchase of material or any other input services may be subjected to Quality Assurance at your place of business by an authorized Quality Assurance Representative. You will be informed/ notified of any such Government Quality Assurance which is planned to be performed at your premises at any time during the run of the contract/ purchase order or prior to placement contract/ purchase order. You will be duly notified of above mentioned Quality Assurance activity at your place.*

3. Waiver

- *A waiver of a breach of term of this agreement shall not be taken to be a waiver in respect of any other breach. The failure of either party to enforce a term of this agreement will not be interpreted as a waiver of that term.*

4. Price

- *All prices quoted in an Order are fixed and inclusive of all taxes, including insurance, freight and delivery costs and costs associated with the return of goods wrongly supplied or defective goods.*

5. Warranties

- *In relation to goods supplied under this agreement, the Supplier warrants that at the time ownership of the goods passes to MIEPL, they will be free from any charge or liability, the goods comply with all applicable standards/specifications, are free from defects and fit for purpose and conform to the description of the goods purchased.*
- *Where the goods have been procured from third parties, the Supplier agrees to do all things to assign to MIEPL the benefits of any warranties given by the third parties in addition to warranties offered by the Supplier under this agreement.*
- *In relation to services supplied under this agreement, the Supplier warrants that the services do not infringe the intellectual property rights of any third party and agrees to indemnify MIEPL in the event that any third party makes a claim on MIEPL in relation to any infringement of intellectual property rights by the Supplier; the Supplier and all personnel engaged to supply the services are appropriately qualified, competent and experienced and hold all necessary licenses, permits and authorities.*
- *In relation to goods/services supplied under this agreement the Supplier shall prevent supply of counterfeit parts/products/services throughout the agreement and must ensure/educate its employees.*

6. Delivery

- *Title to the goods/services vests in MIEPL upon acceptance and acceptance of the goods/services by MIEPL is subject to satisfactory inspection on delivery. The Supplier assumes all risk in the goods/services until MIEPL accepts them.*
- *The Supplier must supply the goods/services on the date, time and place specified by MIEPL and time is of the essence.*
- *The Supplier must ensure that all invoices, packing slips and other documents have an Order number, description and quantity of the goods, the name of the MIEPL representative. The goods must be packed for safe delivery to MIEPL. MIEPL will not accept the goods or pay for the goods unless the Order number is included in the documents issued by the Supplier.*
- *Goods/services that do not comply in every respect with the description, specification and any samples submitted with the Order will not be accepted and the cost of storing, handling and returning any goods not accepted shall be borne by the Supplier.*

7. Price

- *The Supplier, at its own cost, shall remedy any defect in supplied goods/services that have been notified to it by MIEPL but if it fails to do so within 30 days of being so notified, MIEPL may arrange*

for the remedial work by a third party at the Supplier's expense or return the goods to the Supplier at the Supplier's expense and immediately be entitled to a full refund of the price of those goods.

- *The rights and remedies under this clause are in addition to, and do not limit, any other rights of MIEPL at law.*
- *MIEPL may hold payment owing to defective goods, whether documents are drawn under Letter of Credit (L/C) or accepted through any channel.*

8. Payment

- *If the Supplier has supplied the goods/services in accordance with the Order, MIEPL has accepted the goods/services and the Supplier has issued a valid tax invoice substantiated by an itemized account and any further details reasonably requested by MIEPL, payment will be made by end of the month following the month in which an invoice is received or within such time as has been agreed in writing by MIEPL.*

9. Insurances

- *The Supplier must hold appropriate insurance including workers compensation and public liability insurance (and where specified by MIEPL, product liability and professional indemnity insurance) to cover the risk for the goods/services supplied and provide documentary evidence thereof to MIEPL on demand.*

10. Compliance with legislation

- *Supplier shall comply with all laws and regulations applicable to Supplier's performance of its duties and responsibilities under these purchase order terms –*
- *Occupational health and safety laws, regulations, and requirements, including applicable job hazard analysis, risk assessments, exposure assessments, training, and injury reporting and tracking; and environmental laws, regulations, and requirements, including applicable management and training requirements relating to waste, air emissions, wastewater, and stormwater. Supplier shall comply with all property and site access restrictions and requirements.*
- *Delivery van should keep all valid document i.e. Driver license, Vehicle fitness certificate, Registration certificate. Material packaging should be eco-friendly.*
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11. Indemnity

- *The Supplier shall indemnify MIEPL, its employees and agents against any claim, loss or expense (including a claim, loss or expense arising out of personal injury or death or damage to property) which any of them pays, suffers, incurs or is liable for (including legal costs on a solicitor client basis) arising out of any unlawful, negligent, reckless or deliberately wrongful act or omission of the Supplier in the performance of this agreement or any breach of this Agreement.*

12. Termination - MIEPL may terminate this agreement:

- *If the Supplier becomes bankrupt, insolvent or commits a substantial breach of this agreement in a manner that is capable of remedy and does not remedy the breach within 7 days of giving notice requiring it to do so from MIEPL; or*
- *Without cause, by giving written notice to the Supplier, in which case the Supplier shall stop supplying the goods or services under the agreement.*
- *MIEPL shall not in any circumstances be liable for any consequential loss or loss of profits suffered by the Supplier as a result of the termination of this agreement by MIEPL.*

13. Notices

- *Any notice or other communication required or permitted under this Agreement shall be in writing and shall be given by registered post, hand delivery, e-mail, courier service, telex, or telefax addressed to the relevant Party at the address provided by such party or such other address as may be designated from time to time.*
- *"The terms and conditions appearing herein may differ in interpretation or be in contradiction with other terms of this document, in such cases by all means the terms shall be interpreted and understood as most favourable to the MIEPL"*
- *These conditions are applicable with effect from 1st day of January, 2016 and are subject to change at any time without prior notice.*