

TERMS & CONDITIONS OF PURCHASE

1. DEFINITIONS.

'Buyer' means Vesuvius India Limited

'Seller' means the person, firm or company on whom the order is placed.

'Goods' means the materials, machinery, plant or equipment described in this order whether original substituted or additional and any part thereof.

'Specifications' means the technical description (if any) of the goods contained or referred to in the order of the Supplier's quotation/offer to which reference has been made in the order. 'Order' means the order placed by the buyer for the supply of goods and services.

2. 'Contract' means the contract for the sales and purchase of the goods and services to which these conditions shall apply.

ACCEPTANCE

All goods and services covered against the order are subject to our acceptance both in regards to quantity and quality at the factories where the goods are supplied or despatched or the work is carried out. The goods must conform to the quantity, quality and description specified in the order. If the goods supplied do not conform to the standard specifications or samples approved by us the same shall be liable to be rejected at the supplier's cost and risk. Our decision in this matter shall be final and binding on the supplier. Upon intimation of any such rejection due to i.e. being defective or faulty the same will have to be collected from our factory at your cost within one week from the date of intimation either written or verbal. In case of failure to do so, we shall not be held responsible for any damage or loss and the suppliers will be liable to pay storage charge depending on the quality, volume and the delay in collection of the material.

- 3.

TIME IS THE ESSENCE OF THIS ORDER

All materials must be delivered within the stipulated time. We reserve the right to cancel this order without liability or waiver of any other remedies and deem that the suppliers/seller has wrongfully neglected to deliver the goods according to contract. If deliveries are not effected as specified therein or within delivery schedule furnished by us or for unsatisfactory performance of this order. All such written delivery instructions shall be deemed to be incorporated herein and form a part thereof. We shall in the event, at our discretion, be entitled to purchase goods/services from any other source on supplier's account in which case the supplier/seller shall be liable to pay us any difference between the price at which such goods/services have been purchased and the price as set out in this order or to accept such late deliveries on the supplier's/seller agreeing to pay to us such amount as will be decided by way of liquidated damage.

4. DAMAGE OR LOSS IN TRANSIT

The seller will repair or replace free of charge any goods damaged or lost in transit, wherever the goods are delivered to us at our respective factories by the supplier at his own cost and risk. Wherever this is not applicable or specified the goods are covered by us under company's block insurance policy and only in such cases goods are to be despatched at the buyer's risk for which prior telegraphic intimation must be given to us immediately after the despatch of goods indicating the L/R or R/R Number, Carriers name, etc.

5. DEFECTIVE GOODS

All defective goods must be collected by the seller from our factory to whom the goods have been supplied/despatched within one week of receipt of intimation failing which the goods will be held by us at the supplier's/seller's risk and cost. In such an event we shall not be liable for any deterioration or further loss and /or damage to the supplier's/seller's goods.

- 6.

BILLS

The bills, invoices relating to each supply must be submitted to the respective Accounts department of the factory in triplicate and must mention.

- a) Our order No. and date
- b) Supplier's/seller's challan No. and date under which the goods were supplied.
- c) Sales tax form no. and date
- d) Carrier's Lorry receipt or consignment note no. and date
- e) Gross weight, tare weight and net weight of the materials supplied.

- 7.

FORCE MAJEURE

The seller shall be under no liability for failure to deliver and the buyer shall be under no liability for failure to accept deliveries of the suppliers hereunder when such failure is due to i) The Act of God or public enemy or ii) fire, earthquake, floods, explosions or other cates trophes or iii) transportations, embargoes or iv) strikes & lockout or closure

- 8.

RISK PURCHASE

Please note that in the event of your failure to supply material/ stores or execute the contract/job as indicated in our order and also as per the delivery instructions given to you within the delivery period as stipulated, the contract/purchase order shall be cancelled and the outstanding quantity of the material/stores or the pending job which is yet to be supplied/completed by you shall be purchased/carried out at your risk and cost under the terms of the contract and would be recoverable from you in due course.

All disputes shall be subject to jurisdiction of law in respective city of VIL locations.

<p>Vesuvius India Ltd. Kolkata</p> <hr/> <p>Range : I Division : Taratala - IV E.C.C. No - AAACV 8995Q X M001 Commissionerate - Kolkata - VI</p> <hr/> <p>Address : Bamboo Villa, 169 A J C Bose Rd., Kol - 14 W.B.V.A.T. Regn. No. 19601000006 W.B.S.T. Regn No. 19601000103 C.S Tax Regn No. 19601000297</p> <hr/> <p>Date 12.03.03</p>	<p>Vesuvius India Ltd. MEHSANA</p> <hr/> <p>E.C.C. No : AAA CV 8995Q X M003 Date. 06-03-2003</p> <p>Range : Mehsana / Division : Mehsana / Commissioner : Ahmedabad</p> <p>C.S.T. No. : GUJ 999 30867 Date 06-03-2003 G.S.T. No. : 0407041486 Date 01-03-2003 TIN No. Local : 24040704148 Date 15-09-2005 TIN No. Central : 24540704148 Date 15-09-2005</p>	<p>Vesuvius India Ltd. Visakhapattanam</p> <hr/> <p>Range : II Autonagar Division : Commissioner - 8, Visakhapattanam E.C.C. No - 3803020867 Address : Door No. 47.11.7. Dwarka Nagar, 5th Floor APGST - NO. VSP /04 /1/ 4126 DT - 10-08-00 C S T - NO. VSP / 04/ 1/ 2170 DT - 10-08-00 R. C. - NO. 6/ 2000</p> <p>TIN NO. : 28500156283</p>
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