

General Purchase Conditions

1. Scope and conclusion of contracts

1.1 The term "Supplier" in these General Purchase Conditions shall mean the supplier of Voith GmbH, and/or its sub-contractor and/or its affiliates. The term "Customer" in these General Purchase Conditions shall mean Voith GmbH and/or its affiliates

1.2 These General Purchase Conditions shall apply to goods and services of the Supplier, unless otherwise agreed. Other general standard terms and conditions, in particular standard terms and conditions of the Supplier if any, shall not apply even if they are not expressly objected to in an individual case or if ordered goods and services have been accepted without reservation.

1.3 Purchase orders and their acceptance ("order confirmation") and all agreements between the Customer and the Supplier for the purpose of performing the contract shall only be valid only if it's made in writing. Transmission by fax, remote transmission or email meets the requirements for the written form for agreement only once the same is accepted or confirmed by both the parties.

1.4 The Supplier undertakes to accept the purchase order by returning the order confirmation within a period of two weeks, failing of which the Customer shall be entitled to cancel the purchase order.

2. Delivery, place of performance and the consequences of failure to meet delivery times

2.1 Agreed delivery times shall be binding. The Customer shall be notified immediately of any circumstances which may prevent the delivery time from being met or delay delivery. The time the goods are received or the service is completed at the Customer's premises or at the place where they are to be delivered/performed as stated in the order ("place of performance") shall determine whether the delivery time has been met.

2.2 Partial deliveries shall require the consent of the Customer.

2.3 In the case of a delay in delivery or performance the Customer shall be entitled to demand as a pre-estimate of loss flat-rate default damages of 1% of the value of the supplies or services for each full week by which delivery is delayed but up to a maximum of 10% of the value of the goods or services in the contract. Other rights (termination and claims for damages instead of performance) remain unaffected and the Customer is legally entitled to claim damages as actual. The Customer shall retain the right to assert proven higher losses and the Supplier shall retain the right to prove that the losses are significantly lower or no losses at all have been incurred.

2.4 The unconditional acceptance of the delayed delivery of goods or services does not imply that the Customer is waiving any rights that the Customer may have to be compensated on account of delayed delivery of goods or services and damages suffered due to delayed delivery as actual.

3. Supply of spare parts and General Customer Service Activities

3.1 The Supplier shall undertake and ensure that spare parts for the item supplied to the Customer shall be made available to the Customer for a minimum of ten years after manufacture of the product series has ceased. The resources and drawings required to produce the spare parts shall also be kept for this period. This retention obligation shall lapse after the end of this period and written instruction by the Customer. The Supplier is only permitted to refuse this if there is a reasonable reason to do so and the same is accepted by the Customer.

3.2 The Supplier shall have all necessary capabilities to ensure service for goods supplied, and therefore offer repair and maintenance services, by either using its own personnel or by using third-party contractors, provided these personnel and third-party contractors has demonstrated capabilities to execute the required service activities, at the entire satisfaction of the Customer.

4. Prices, transfer of risk and terms of payment

4.1 The price specified in the order shall be binding, except otherwise agreed between both the parties in writing. The prices are "delivered at place", as per DAP Incoterms 2010, including packaging. The specified price will not include any applicable fees, statutory, duty, taxes or added/additional taxes (direct or in-direct).

4.2 Invoices are to be sent to the address specified in the purchase order, stating the purchase order number. If the purchase order is missing, invoices cannot be paid and will be returned to the Supplier; the Customer shall not be responsible for delays resulting from this. A separate invoice shall be issued for each purchase order. The invoice is to be structured in accordance with the purchase order. Any invoices for down payments and part payments as well as final invoices shall be identified as such. If work has been supplied, worksheets (reports) signed and acknowledged by the Customer and the Supplier must be attached to invoices.

4.3 The invoice will be settled net within 30 days after delivery or provision of the service and receipt of the invoice by the Customer.

4.4 The Supplier shall bear the risk of accidental loss and accidental deterioration of the goods until they have been accepted by the Customer or its agent at the place where the goods are to be delivered as instructed.

4.5 The mutual offset of invoices derived from these Conditions of Purchase is permitted, unless the Customer contests the existence of a specific claim.

4.6 Credit Policy: In exceptional cases, individual arrangements diverging from the general policy may be agreed upon between the Supplier and the Customer

5. Acceptance testing

5.1 If the Supplier has to perform WORK, a formal acceptance of it by the Customer is required. The Customer may choose whether to make the acceptance at the Supplier's plant or at the place of performance. Unconditional payments shall not constitute acceptance, approval of the items supplied or the waiving of claims for defects.

5.2 Any cost towards WORK done by the Supplier shall be borne by the Supplier itself.

5a Training

5a.1 The Supplier shall be responsible for the training of Supplier's support personnel.

5a.2 The Supplier shall ensure that the technical skill level and the performance standard of his commercial and technical personnel are adequate to carry out their duties in the framework of the specified requirements.

5a.3 The Customer will provide training, subject to availability of resources, to Supplier's personnel, on the request of the Supplier. The Supplier will bear the expenses of this training.

6. Shipping

6.1 Notification of shipment of the goods shall be given at the latest when the deliveries leave the Suppliers' works.

6.2 The Supplier agrees to specify the purchase order number and the Customer's exact delivery address on all shipping documents and delivery notes. Should the Supplier fail to do this, the Supplier shall be responsible for all the resulting delays.

6.3 Shipments for which the Customer is paying all or part of the freight costs shall be transported on Customer's written approval post review of the most cost-effective freight rates and in accordance with the Customer's shipping specifications.

6.4 The applicable shipping instructions are specified in the purchase order.

7. Packaging

7.1 The Supplier undertakes to pack the goods that need to be transported in accordance with the purchase order and the applicable specifications so the goods will not be damaged if they are handled in the normal way.

7.2 Irrespective of whether the packaging concerned is transport packaging, retail packaging or an outer protective wrapping, the Supplier agrees to take it back after use to reuse or recycle, without any additional charge.

7a After-Sales Service

7a.1 all after-sales services shall be performed promptly and shall conform to the 'state-of-the-art' technology;

7a.2 The Supplier shall keep and maintain written records of all after-sales services performed throughout the effective period of these Conditions of Purchase. These records have to be handed over to the Customer whenever Customer request for the same. If the Supplier intends to destroy these records after the expiration of this Agreement, the Supplier shall hand these records to the Customer.

7a.3 The Supplier shall maintain a 'state-of-the-art' repair work-shop and shall maintain a sufficient number of vehicles to adequately mobilize its services. Furthermore, the Supplier shall employ a sufficient number of trained technicians.

7a.4 The Supplier shall perform after-sales service at competitive prices.

7a.5 The Supplier may engage third parties to execute after-sales service after taking prior written approval of the Customer.

7a.6 The Customer shall provide to the Supplier, at Customer's expense, all technical documentation, which is necessary to the performance of after-sales services.

7a.7 The Supplier shall perform warranty work of all goods supplied to the Customer. The extent of the warranty will be determined by the Customer. All defective parts which have been replaced by the Supplier must be returned to Customer, unless Customer expressly waives their return.

7a.8 The Supplier shall install and maintain on his own account an inventory of spare parts. This inventory of spare parts shall be restocked as necessary. The Supplier shall safely store the spare parts and keep them in good working order.

7a.10 In performing after-sales services, including warranty work, the Supplier shall use only spare parts which have been manufactured specifically for the Customer.

8. Notice of defects

The Customer shall check incoming deliveries for correct quantities, damage in transit and obvious defects, insofar and as soon as this is expedient in the ordinary course of business. Defects will be reported to the Supplier as soon as discovered by the Customer. In this regard, the Supplier waives the argument of receiving delayed notice of defects. The Customer reserves the right to carry out more detailed checks on incoming goods.

9. Liability for defects

9.1 The Supplier warrants to the Customer that the ordered goods or services are free of defects and legal imperfections in title at the time of the passage of risk.

9.2 If the Customer informs the Supplier of the intended use and place of use of the goods and/or services to be supplied, the Supplier warrants that its delivery and service are suitable for that use and place.

9.3 If a defect or imperfection in title or goods or services exists, the Customer shall be entitled to statutory warranty claims in its entirety.

9.4 In principle, the Customer shall have the right to select the manner of remedy. If the Supplier does not begin with subsequent remedy as part of the contract, i.e. rectification of defects or delivery of a substitute, as soon as the Supplier has been requested to do so by the Customer, the Customer shall have the right in these cases and also to avert danger or avoid/limit damage, to carry out the manner of remedy selected by the Customer, or to have it carried out by a third party, at the expense of the Supplier. The Customer shall have the same right if rectification of defects and/or delivery of a substitute fails or is refused.

9.5 For removal and installation costs incurred during rectification work following a defect, the Supplier shall cover these costs together with the transport costs of the replacement item to and from the site in cases where the Supplier had an obligation to install the delivered item as part of the delivery or if the Supplier was responsible for the defect.

9.6 If any claims are asserted against the Customer by a third party due to the infringement of third-party rights in connection with the Supplier's goods and/or services, the Supplier indemnifies the Customer for any such claim or damages suffered. Further the Supplier indemnifies the Customer relating to all expenses necessarily incurred by the Customer from or in connection with the claims asserted against it by any third party.

9.7 Claims for defects shall become time-barred – except in cases of intention to deceive – in 36 months starting from when the goods were received at the place of performance and/or the work was accepted. If the Supplier meets its obligation to remedy a defect by supplying substitute goods, the period of limitation for said goods shall commence anew after they have been delivered.

10. Software

10.1 The Customer shall receive the right to use software that is part of the scope of delivery, including the documentation for it, with the agreed features and to the extent necessary for ensuring use of the software. In compliance with the contract or permitted by law

10.2 Before the software is shipped or installed on a system of the Customer or its end customers, the Supplier shall check it for viruses, Trojans and other computer malware using up-to-date, customary antivirus programs and any such malware shall be eliminated. The additional purchasing conditions for the procurement of software shall also apply. These can be viewed at <http://www.Voith.com>.

11. Quality assurance

11.1 The Supplier undertakes to continuously monitor the quality of its goods by using a suitable quality assurance system, e.g. DIN EN ISO 9001 ff or a comparable system, and to conduct the quality checks and inspections specified by the Customer or which are otherwise appropriate during and after the manufacture of its goods. The Supplier shall document these inspections and retain this documentation for a period of ten years.

11.2 The Customer or a person engaged by the Customer has the right to demand proof that the delivery items and the quality assurance system of the Supplier are of the quality specified in the contract and also to satisfy themselves at all times that the quality and/or the way in which the checks and inspections are carried out at the plant of the Supplier or the sub suppliers are adequate and also to undertake acceptances or an audit in the plant of the Supplier or its sub supplier at the Supplier's expense.

11.3 Without being requested to do so, the Supplier shall immediately in the form set out in clause 1.3 inform the Customer of changes in the composition of the processed material or design of its goods or services. The changes shall require the written consent of the Customer.

11.4 Where the Supplier intends to arrange for goods or services to be provided wholly or mainly by a sub supplier, the Supplier shall inform the Customer of this well in advance. In this case, the subcontracting requires prior written approval of the Customer.

11.5 The quality assurance policy of the Customer disclosed to the Supplier and the quality assurance agreements concluded with the Supplier shall be part of the contract and both parties undertakes to abide by the same.

12. Marketing products and product liability

12.1 The Supplier undertakes to comply with all legal requirements that apply at its registered office and the place of performance.

12.2 If the Supplier supplies products which falls under the scope of application of a European Directive for first-time marketing, such as the EU Machinery Directive, Pressure Equipment Directive, EMC Directive, etc., the Supplier undertakes to comply with relevant health and safety requirements and processes specified in them and issue all relevant and required documents provided for in these. In the case of partly completed machinery according to the EC Machinery Directive No. 2006/42/EC, the Supplier shall provide the Customer with a declaration of incorporation according to Annex II B of the EC Machinery Directive in the form requested by the Customer (extended declaration of incorporation) as well as in addition provide instructions for use in accordance with Section 1.7.4 of Annex I of the EC Machinery Directive. The Supplier shall at the written request of the Customer and as chosen by the Customer hand over to the Customer within 7 days from the day of notice, risk assessment that the Supplier has produced or allow the Customer to inspect this.

12.3 If the Supplier is responsible for damage outside the supplied goods and claims are asserted against the Customer pursuant to product liability or any damage, the Supplier indemnifies the Customer in this regard against any and/or all claims for damages or loss suffered by third parties.. The same is applicable even if the cause of the damage is in the sphere of responsibility of the Supplier and the Supplier itself is liable in relation to third parties.

12.4 As part of its liability under clause 12.3, the Supplier is also obliged and undertakes to reimburse any and/or all expenses incurred by the Customer from or in connection with a warning issued or recall conducted by the Customer. Where it's possible and reasonable, that the Customer shall inform the Supplier of the content and scope of the measures to be performed and coordinate them with the Supplier. Other claims under product liability law shall remain unaffected.

12.5 The Supplier undertakes to take out product liability insurance with minimum cover of 1Mio. Euros (or its equivalent in another currency) per claim. The said insurance shall not prejudice the Customer's right to make more extensive claims for damages.

13. Safety at work, environmental protection and conflict minerals

13.1 The Supplier shall ensure that its goods and services satisfy environmental protection, accident prevention and occupational safety regulations that apply at the Customer's site or the other place of performance with which it is familiar as well as with other safety-related rules so that negative effects on people and the environment are avoided. The Supplier will set up a management system for this purpose, e.g. in accordance with DIN EN ISO 14001 or a comparable system, the Customer has the right, if required, to demand evidence of the management system operated by the Supplier and to carry out an audit in the Supplier's company at cost of Supplier.

13.2 The Supplier is aware and undertakes to comply with the requirements of the EU regulation on chemicals REACH (EU Regulation No. 1907/2006), in particular registration of the substances. The Customer is not obligated to obtain approval for a delivery item provided by the Supplier within the framework of the REACH regulation.

13.3 Furthermore the Supplier undertakes not to supply any delivery items that contain substances specified in Annexes 1 to 9 of the REACH regulation, the Council Decision 2006/507/EC (Stockholm Convention on persistent organic pollutants, EC Regulation 1005/2009 on substances that deplete the ozone layer, the Global Automotive Declarable Substance List (GADSL) and the RoHS Directive (2002/95/EC)) for products in accordance with the Supplier's field of application. The current version of all the named directives shall apply.

13.4 Should the delivery items contain substances that are on the Candidate List of Substances of Very High Concern (SVHC list) as specified in REACH, the Supplier undertakes to notify this immediately without delay. This shall also apply if substances that have previously not been listed are added to this list while deliveries are being made. Furthermore, the delivery items shall not contain asbestos, biocides or radioactive material.

13.5 Should the delivery items contain substances specified in clause 13.3 and 13.4, the Customer shall be notified of this in writing before the delivery, stating the substance, the identification number (e.g. CAS No.) and a current safety data sheet. The supply of these delivery items requires separate prior written approval by the Customer.

13.6 The Supplier is aware and undertakes through appropriate measures in its organization and with reference to its own delivery chain to work towards ensuring that the products to be delivered to the Customer do not contain conflict minerals as defined by Sections 1502 and 1504 of the Dodd-Frank Act of the United States of America (including but not limited to columbite-tantalite (coltan), tin, wolframite, gold and their derivatives originating from the Democratic Republic of Congo and its neighboring states).

13.7 Further the Supplier undertakes to indemnify the Customer from any and/or all liability in relation to the Supplier's non-compliance with the above regulations and/or to compensate the Customer for losses incurred as a result of the Supplier's non-compliance with the regulations or in relation to this.

13.8 Furthermore the Supplier shall observe the legal and regulatory rules for the disposal of waste and residual materials and make the Customer aware of any product treatment, storage and disposal requirements.

14. Reservation of ownership, models, tools and confidentiality

14.1 The Supplier's rights to reserve ownership are not recognized.

14.2 Where the Customer provides the Supplier with supplies, substances, parts, containers, etc., the Customer shall retain ownership, title and/or claim of these even if not specifically mentioned under this Purchase Conditions or otherwise provided from time to time. The processing or transformation of these parts shall be on behalf of the Customer. If the reserved goods are provided by or on instructions of the Customer are processed with other items that do not belong or provided or made available by the Customer, the Customer shall acquire joint ownership of the new object in proportion to the value of the Customer's property and/or input, otherwise or in relation to the other processed items at the time of processing.

14.3 Any models and tools which are produced by the Supplier at the Customer's expense shall deem to have become the property of the Customer upon payment for them to which the Supplier can claim no right, title or ownership of the whole or any specification of the same. They shall be treated with care by the Supplier, used exclusively for manufacturing the ordered goods, indicated as property of the Customer and – where possible – stored separately from the other products of the Supplier, as well as insured at the expense of the Supplier against disasters such as fire, water, theft, loss and other damage. The Supplier undertakes to carry out in a timely manner any maintenance and servicing work that may be required on the tools and to perform maintenance and repair work at the Supplier's own cost. Resale of the parts produced using these models and tools shall be strictly prohibited without the express written approval of the Customer.

14.4 Documents, drawings, plans and sketches and other know-how of the Customer, which the Customer entrusts to the Supplier for producing the ordered delivery and/or service in whatever form, shall always remain the property of the Customer. They are trade secrets of the Customer and shall be treated confidentially. The Supplier undertakes to treat them with care, to make them available only to the limited concerned employees who requires them for fulfilling the contract and who are in turn obligated to maintain confidentiality, not to make them available to third parties, to make copies only for the purpose of executing the order, and to return all documents, including copies of them, to the Customer upon completion of the goods/services or, if requested by the Customer, to destroy them.

14.5 Competing Products: During the term of these Conditions of Purchase the Supplier undertakes not to solicit or negotiate sales of, offer for sale, sell, manufacture or cause to be manufactured any competitive product. Moreover, the Supplier shall not assist or encourage competing companies, either directly or indirectly, in any competition with the Customer, or engage in any activity, which may be detrimental to Customer's interests. This provision also applies to shareholders or directors of the Supplier.

15. Data protection

The Customer is entitled to collect, store, and use and transfer the Supplier's personal data, providing this is required for performing the legal transaction or for which consent has been obtained from the persons concerned. Persons concerned have the right to obtain information on personal data stored about them and the purpose for which it is being processed and used. Any requests for information or the enforcement of further rights on the part of those concerned must always be submitted to the Customer and are provided within the framework of national legislation.

16. Origin of goods and export controls

16.1 If requested to do so by the Customer, the Supplier undertakes to provide proof of origin that complies with the valid legal requirements on the date on which it is issued. The Supplier shall provide this for the Customer free of charge. If long-term supplier declarations are used, the Supplier shall, when the purchase order is accepted, without being prompted to do so inform the Customer of changes in the originating status. The actual country of origin shall in every case be stated in the documentation for the transaction, even if there is no eligibility for preferential customs treatment.

16.2 The Supplier has an obligation to instruct and apprise the Customer about any authorization or obligations that may exist if the Supplier's

goods are (re-) exported, as required by German, European and US American legislation as well as other applicable export and customs requirements. For this purpose, unless this information is provided in the Supplier's quotation the Supplier shall provide this information in the order confirmation and in every invoice at the relevant items for the goods: i.e., the commodity code, the AL No. (export list number) of the current version of the EC Dual Use Regulation or Part I of the export list (Annex "AL" of the German Foreign Trade and Payment Regulation) and the ECCN (Export Control Classification Number) in accordance with US export legislation.

16.3 At the request of the Customer, the Supplier shall be obligated to inform the Customer in writing of all further foreign trade data related to the goods and its components, as well as inform the Customer immediately in writing of all changes to the data specified in clause 16.1 and 16.2.

16.4 If any of the above details or under this Purchase Conditions are not provided or are provided incorrectly, the Customer shall be entitled to revoke or terminate the contract without prejudice to further claims and demand compensation for any damages, suffering or loss incurred by the Customer.

17. Cancellation and termination rights

In addition to Customer's rights at law, the Customer is entitled to terminate the contract if the Supplier's financial circumstances have deteriorated significantly or there is a risk that this will occur and as a result the obligation to supply goods and services is put at risk or if insolvency occurs or if the Supplier suspends payments. The Customer may also revoke and terminate the contract if the Supplier without the approval of the Customer comes under the controlling influence or in contact of a competitor of the Customer.

18. Corporate responsibility, code of conduct and minimum wage

The Supplier undertakes and declares its commitment within the scope of its corporate responsibility to ensuring that it complies with legal provisions, including environmental protection laws, regulations relating to all labor laws and legislation on the maintenance of employees' health, insurance and does not tolerate child or forced labor in or in relation to the production and sale of its goods or the provision of its services. Upon accepting the order, the Supplier further confirms that it shall not commit or tolerate any form of bribery and corruption. In this context the Customer draws the Supplier's attention to the "VOITH Code of Conduct" that can be consulted at <http://www.Voith.com>. The Supplier undertakes and agrees to comply with all the rules and principles contained therein and provide assistance to ensure that these are obeyed and observed at all time.

18.2 More especially the Supplier undertakes to comply with the laws that apply in each case in respect of the general minimum wage and to impose this obligation to the same extent of its sub-suppliers. The Supplier shall furnish proof that the above assurance has been complied with, if requested to do so by the Customer. The Supplier undertakes and indemnifies the Customer against any or all claims by third parties for any of the scope or terms violated under clause by the Supplier themselves or its sub-suppliers or agents. The Supplier undertakes to reimburse all fines, liability imposed on the Customer in connection with this.

18a Additional Obligations of the Supplier

The Supplier undertakes the following obligations towards the Customer:

18a.1 Commit all necessary human and material resources to properly, effectively and efficiently carry out the activities listed under the Agreement;

18a.2 The Supplier shall comply with all industrial, labor, tax and other statutory regulations;

18a.3 Verify order, quantity and packaging before giving possession of the goods, and accept any difference in quantity or any defective equipment received to Customer immediately;

18a.4 Forward information relating to the use of the goods, especially technical information, to the Customer;

18a.5 Notify Customer immediately of any real or perceived violation of any patent, trademark, industrial design or copyright held by Customer that may be drawn to its attention;

18a.6 The Customer shall have the right to inspect and audit the Supplier in respect of all obligations and additional obligations

19. General provisions

19.1 Persons who work on the Customer's premises or on the premises of companies associated with the Customer to perform the contract must

observe the terms of the respective work rules. Liability for accidents that befall these persons on works premises shall be excluded, unless they have been caused by deliberate or grossly negligent infringement of obligations on the part of our statutory representatives or their vicarious agents.

19.2 The use of inquiries, purchase orders and the associated correspondence for advertising purposes is not permitted. The Supplier shall only be allowed to use the business relationship with the Customer or use the Customer as a reference with the prior written permission of the Customer.

19.3 The Supplier may not assign its claims or rights under a contract with the Customer without the express written approval of the Customer.

19.4 If individual provisions of these General Purchase Conditions are or become invalid in full or in part, this shall not affect the remaining provisions.

19.5 These Conditions of Purchase shall not be construed as creating an affiliation between the Supplier and Customer, nor shall the Parties be considered associates, partners or legal representatives of each other. Furthermore, the Supplier recognizes to have not received the authority, neither tacitly or expressly, to create any obligation or to bind Customer in any manner whatsoever. The Parties further acknowledge that they are acting as independent entrepreneurs and, notwithstanding these Conditions of Purchase, enjoy complete independence as to how they manage their respective businesses. The Parties hereby confirm that no provision in this General Purchase Conditions shall be interpreted or construed in such a manner as to grant Customer an authority over the Supplier's business or operations.

20. Applicable law

This contract shall be governed by and construed in accordance with the laws in force in India.

21. Dispute Resolution

21.1 Both parties will try their best to resolve any dispute under this contract with mutual discussion and understanding within 15 days from the date of dispute. The same period can be extended with prior written confirmation by both the parties.

21.2 All and any dispute, controversy or claim arising out of or in relation to these Conditions of Purchase (including but not limited to disputes with respect to its breach, termination or validity) which is not settled by mutual agreement as provided under clause 21.1, following the receipt of a corresponding notice of dispute by the Party allegedly in default, shall be finally and exclusively resolved by arbitration under with the provisions of the Arbitration and Conciliation Act, 1996. The reference shall be made to a sole arbitrator appointed mutually by the Parties. The venue for conducting the arbitration proceedings shall be Delhi. The language to be used in the arbitration proceedings shall be English and all the pleadings and proceedings and the award of the arbitration shall be in English (India).

21.3 All aspects of the arbitration shall be treated as confidential. Neither the Parties nor the arbitrators may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.

We, _ [NAME OF THE SUPPLIER] hereby declare that we have read these General Purchase Conditions and accept the same as integral part of this contract.

For, _ [NAME OF THE SUPPLIER]

Signature

Date

Place