

ANNEXURE - A

General Terms and Conditions (Import Orders)

1. This order contains the final and complete agreement between Purchaser and Seller and no other agreement in any way modifying any of its term and condition will be binding upon Purchaser unless made in writing and signed by an authorized representative of Purchaser.
2. Seller shall send his acceptance to this Purchase Order within 48 hours of receipt of the same. However Acknowledgement of receipt of this order or shipment of goods or performance of services against it constitutes acceptance hereof.
3. All goods shall be delivered in accordance with specific shipping instructions issued by Purchaser otherwise the difference in freight rates will be charged to Seller's account. The Seller shall inform the dispatch particulars to the Purchaser by email / fax / telephone immediately after the material is dispatched.
4. Unless otherwise specified separately, consignee shall be Rothe Erde India Private Limited, Gat. No.429, Village Wadivarhe, Post – Gonde, Taluka - Igatpuri, District – Nashik. Pincode -422403, Maharashtra, India.
5. The time for delivery of goods or the performance of services as specified in the purchase order is the essence of this order. If Seller fails to deliver goods or perform the services at the time specified herein, Purchaser may cancel this order and purchase the goods / services from elsewhere and differential cost and charges shall be borne by the Seller. In case of any anticipated delay in delivery of goods or performance of services, due to force majeure the Seller should notify the Purchaser well in advance.
6. The Purchaser reserves right to refuse the acceptance of goods supplied ahead of delivery schedules and also reserves the right to alter the delivery schedules.
7. Delivery to the transporter, whether designated by Purchaser or not, shall not be considered delivery to the Purchaser, and delivery by the carrier to Purchaser shall not be considered acceptance of any damaged, defective or otherwise unsatisfactory goods. Goods shipped pursuant to this order shall remain at the risk of Seller until the same are in fact received and accepted by Purchaser. Purchaser does not accept any liability for any , damage or deterioration of the goods in transit.
8. All goods delivered or work performed shall be subject to the inspection and acceptance of Purchaser at any time within 30 days after receipt of the goods or completion of the work. In case of rejection of any material, the same shall be immediately removed by Seller at their cost and in case of failure of the Seller to do same; the Purchaser will have liberty to dispose off the goods at Seller's cost and risk. Purchase does not accept any liability for any shortage, damage or deterioration of the rejected material lying in their stores.
9. RECEIPT DOES NOT CONSTITUTE ACCEPTANCE. Signature of Purchaser's representative on Seller's Shipping documents does not constitute acceptance of any Terms and Condition printed thereon.
10. Seller warrants that the goods and / or services covered by this order will comply with the specifications, drawings, descriptions or samples furnished or specified by Purchaser and that such goods will be new, merchantable, of good material and workmanship, free from defect and fit for the particular purpose or purposes for which they are to be used. The goods supplied or Services offered shall be in acceptable condition, shall operate satisfactorily for period of 12

Address: Rothe Erde India Private Limited, Gat No. 429, Village Wadivarhe, Post Gonde, Taluka Igatpuri, Dist Nashik, Maharashtra, 422 403, India.

Phone: +91 (0) 2553 302231 Fax: +91 (0) 2553 302300 Internet: www.rotheerdeindia.com / www.thyssenkrupp.com Email ID:

info.rotheerdeindia@thyssenkrupp.com

Chairman: Mr. Winfried Schulte

CEO: Mr. Manish Aggarwal

CIN No: U27109MH2006PTC161325

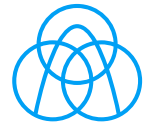
Bankers: Deutsche Bank AG, Mumbai; HSBC, Mumbai; HDFC Bank, Nashik. Income Tax Pan No.: AADCR 3029 G

(Bearing Division)

months from the date of usage or 18 months from the date of receipts whichever is earlier, and shall conform to all applicable occupational health and safety standards.

11. Force Majeure: Purchaser shall not be required to accept or pay for any goods or services covered by this order, if prevented from accepting and utilizing the same by reason of any strike, accident, fire, government act, or any other condition beyond the reasonable control of Purchaser. Seller agrees not to assign this order or delegate the performances of its duties hereunder without the prior written consent of Purchaser.
12. Any dispute relating to this order shall be deemed to have arisen in Nashik and subject to Jurisdiction of Nashik Court.
13. Seller shall ensure that packing material used will be Eco-Friendly, Bio-Degradable and Recyclable.
14. Seller shall mention our IEC code on the Bill Of Lading (if applicable).
15. Delivery dates shall be mentioned in the Purchase Orders. The time for delivery of goods or the performance of services as specified in the purchase order is of the essence of this order. If Seller fails to deliver goods or perform the services at the time specified herein, Purchaser may cancel this order and purchase the goods / services from elsewhere and differential cost & charges shall be borne by the Seller. In case of any anticipated delay in delivery of goods or the performance of services, the Seller should notify the Purchaser well in advance.
16. In case of consignments on CIF / CFR basis, sea freight costs shall be clearly mentioned in Invoice.
17. Shipment Documents: 3 sets of documents (In English) as stated below should be forwarded by Seller to us directly:
 - a. Commercial invoice duly signed, in original
 - b. Clean on board bill of lading (Express / Seaway BL) (3 Non-Negotiable copies) indicating freight prepaid.
 - c. Marine Insurance Policy
 - d. Certificate of origin issued by the Chamber of Commerce or equivalent agency.
 - e. Detailed Container wise packing list, indicating the item, description, quantity, net weight & gross weight of each package.
 - f. Certificate from the shipping company/ agent confirming that the carrying vessel Certified as Lloyds 100 A1 or its equivalent classification. The vessel should not be more than fifteen years old
 - g. Warranty Certificate.
 - h. Inspection Report.
 - i. Catalogue and literature of the each product
 - j. Installation, Operation and maintenance manual, Electrical diagrams etc
 - k. In case of packaging in wooden boxes / pellets, the material shall be treated and marked in accordance with the provisions of international standards for Phytosanitary measures (ISPM) no.15. and shall be accompanied by a Phytosanitary certificate endorsing the treatment done. In case of non-compliance to the same, the supplier shall bear any penalties / incidental costs imposed on us by legal authorities.

All the above documents must bear the name of Consignee and Purchaser's PO Number.



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18. **Transit Insurance Requirements:** Wherever the Purchaser mentions Incoterms as CIF Nhava Sheva, India then the Seller shall be responsible for below mentioned activities & its relevant costs, risks involved considering entire CIF value.

- a) Charges for loading the material on Seller's vehicles
- b) Export customs clearance charges
- c) Seller local transportation charges upto the port of departure
- d) Charges for unloading the material from Seller trucks at port of departure (If any)
- e) Charges for loading the material on the vessel at the port of departure
- f) Ocean freight upto the port of destination
- g) Transit Insurance upto the port of destination.

Requirements to be fulfilled regarding Insurance:

- a) Seller shall be responsible for providing insurance coverage on "All Risk Basis including the coverage for War & Strikes for a value of 110% of CIF value of the consignment from Seller warehouse upto destination port i.e Nhava Sheva
- b) Seller shall provide 3 copies of Insurance policy / certificate in English language.
- c) While providing the Order confirmation the Seller shall specify at what point of time the ownership of Machine shall be transferred to Rothe Erde India.
- d) Seller shall mention the details of Contact Person of the Insurance company for reporting any loss on the Insurance Policy.
- e) Seller shall provide the details of the concerned contact person in their Company for support while dealing with insurance company.
- f) In case of any loss noticed prior to loading, Seller shall arrange to mention the relevant notings on Bill of Lading
- g) Seller shall extent full cooperation in case of any lab report / OEM report required by insurance company for settlement of claims.

19. **Non Negotiable Documents:** One set of above documents shall be E-mailed to below contact details within 24 hours of despatch:

Rothe Erde India Private Limited
Gat No. 429, Village: Wadivarhe, Taluka: Igatpuri, District: Nashik, Maharashtra, INDIA,
PIN 422403
Tel: +91-2553-302 281 / 302 282 / 302 283
Email: mahesh.lele@thyssenkrupp.com; nilesh.patil@thyssenkrupp.com;
Sandesh.ahire@thyssenkrupp.com.

20. Change Management:

The prices mentioned in the contract are firm and no request for change in the price shall be entertained for any reason whatsoever. Any changes and/or variations to the scope of supply including for additional equipment, work, services, modifications, adjustments or any terms and conditions mentioned in this order shall be agreed in writing before implementation. If such

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changes, modifications or adjustments cause any variation in the contract price or any deliverables from the Seller, the same shall be agreed by way of order amendment beforehand.

21. **As part of the scope of supply/service:**

1. Supplier shall transfer to Purchaser ownership of all technical documents and other documents needed for manufacture, maintenance and operation. Said technical documents shall be in English and shall be based on the international SI standard system;
2. Supplier shall transfer all rights of use needed for the use of the supplies/services by Purchaser or third parties taking into consideration any patents, supplementary protection certificates, brands, registered designs;
3. Supplier shall transfer to Purchaser an exclusive license with respect to the copyrights.
4. Purchaser shall have the unconditional authority to carry out or have carried out by third parties repairs and modifications to the purchased supplies/services, and also to manufacture spare parts or have them manufactured by third parties.
5. All inventions related to products covered under scope of this order shall be transferred to Purchaser who shall be entitled to transfer the aforementioned rights to third parties.
6. Supplier retains the right to use the work results and inventions for further research and development purposes only provided that (i) Supplier informed Purchaser in writing and (ii) Supplier and Purchaser have agreed on a reasonable royalty

22 **Warranty:** Seller warrants that the goods and/or services covered by this order will comply with the specifications, drawings, descriptions or samples furnished or specified by Purchaser and that such goods will be merchantable, of good material and workmanship, free from defect and fit for the particular purpose or purposes for which they are to be used. The goods supplied or Services offered shall be in acceptable condition, shall operate satisfactorily for period of 12 month's from the date of usage or 18 months from the date of receipts whichever is earlier, and shall conform to all applicable occupational health and safety standards.

23 **Bank charges:** All bank charges outside India shall be to Seller's account and inside India to the Purchaser's account.

24. **Mode of shipment:** Will be specified in the Purchase Orders.

25. **Shipping marks:**

Rothe Erde India Private Limited
Gat No. 429, Village: Wadivarhe,
Taluka: Igatpuri, District: Nashik
Maharashtra, INDIA
PIN 422403

26. **Detention free period:** In case of Sea Shipments on CIF Nhava Sheva basis the Seller shall provide 14 days free detention period at discharge port (Nhava Sheva). And it shall be mentioned on the Bill of Lading.

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27. **Services in our Premise:** In case the Seller's technicians / representatives are required to visit the Purchaser's Plant then the Seller shall ensure that their representatives are adequately covered for the Insurance until the completion of the intended in Purchaser's premise. Seller's representatives shall follow all the Safety rules and regulations that shall be mentioned in the respective Purchase Orders (if applicable).

28. **Force Majeure :** Purchaser shall not be required to accept or pay for any goods or services covered by this order, if prevented from accepting and utilizing the same by reason of any strike, accident, fire, government act, or any other condition beyond the reasonable control of Purchaser.

29. **Purchaser's GST number** is - 27AADCR3029G1ZJ.

30. Seller shall submit the detailed corrective & preventive action report on any kind of quality issue OR on poor Vendor Rating within 10 calendar days to the Purchaser.

31. Seller shall pro-actively seek Purchaser's feedback on their performance on a quarterly basis and Seller shall pro-actively take an improvement target of minimum 2% on previous year's performance and keep the Purchaser updated on the actions & subsequent results.