Stanadyne India Private Limited

**Purchase Order Terms and Conditions**

1. **General and Acceptance :** "Buyer" or “Company” means Stanadyne India Private Limited ( SIPL ) or its affiliated companies. "Seller" or “Supplier” means the party selling the applicable products or services to the Buyer. By selling products or services to Buyer, Seller confirms that the following terms and conditions apply to Buyer's purchases. Any modifications must be in writing and signed by the Buyer. References to "products" include items specifically provided for in the Purchase Agreement (as defined below) or incorporated in services Buyer purchases from Seller.
2. **DELIVERY; PACKING AND SHIPMENT**: Delivery of Goods shall be as stated in the Order unless otherwise expressly agreed upon and shall be made via the carrier and to the SIPL facility specified on the face of such Order, without charge for boxing, crating, carting or storage unless otherwise specified therein. Seller shall affect delivery by the most expeditious form of land transportation. If no method of shipment is specified in the Order, Seller shall use the least expensive carrier. SIPL keeps its rights to reschedule deliveries according to its needs. TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY. Seller will immediately notify SIPL if it suspects or becomes aware of an inability to timely deliver ordered Goods or Services. Upon such notice, SIPL may, at its option,
3. **Applicability of law and the court Jurisdiction:** The Purchase Agreement shall be governed by, and interpreted under, the substantive laws of India, and the courts in Chennai ( High Court ) shall have exclusive jurisdiction on the interpretation of the terms and conditions of the Purchase Agreement.
4. **Forecasts.** Buyer, at its sole discretion, may provide Supplier with forecasts of its future anticipated Deliverable requirements. Supplier acknowledges that any such forecasts, including, without limitation, Estimated Annual Volumes, are for informational purposes only and are based on a number of factors that may change over time. The buyer makes no representation, warranty, guaranty, or commitment of any kind or nature, express or implied, regarding any such forecasts, including, without limitation, with respect to the accuracy or completeness of such forecasts.
5. Decline to accept the Goods or Services and terminate the Order
6. Require delivery by the fastest method to meet the delivery dates at the sole expense of the Seller.

Seller shall package all Goods in suitable containers to permit safe transportation and handling, insure against damage from weather or transportation, and secure the lowest transportation costs. Such containers must be appropriately labeled, and contain packing sheets listing each item and its associated Order line item number. The seller must comply with SIPL packaging instructions or special packaging specifications in the B.O.M of the Goods, SIPL Order number must appear on all containers, packing sheets, delivery tickets, and bills of lading. All excess quantities will be returned to the Seller.

1. **RISK OF LOSS; DESTRUCTION OF GOODS.** Seller assumes all risk of loss with respect to Goods covered by this Order until receipt of Goods by SIPL at the designated destination. If Goods covered by this Order are destroyed prior to SIPL receipt thereof, SIPL may cancel this Order, with no further liability to SIPL.
2. **Corrective and preventive actions:** When requested, the supplier will submit a corrective action plan that provides the details of how the nonconformity will be resolved. SIPL expects a supplier to investigate the root cause(s) and respond to the SIPL Quality department with a corrective action plan within 10 business days or as specified by the Quality department. The details of the investigation, corrective action plan, and verification of the effectiveness of the corrective action and preventive actions shall be documented.
3. **WARRANTY:** Seller expressly warrants that: Seller will convey clear title to all Goods to SIPL; free of any liens, claims or other encumbrances; Goods and Services furnished will conform to all applicable specifications, drawings, samples, or other descriptions furnished, specified, or adopted by SIPL and to all other requirements of the Order; goods will be merchantable, produced using reliable material and workmanship and will be free from defect for at least one (1) year from delivery to SIPL, or such longer limited warranty period as SIPL may specify in the Order; all Goods have been selected, designed manufactured or assembled by Seller based upon SIPL’ intended use and will be fit and sufficient for such purposes.
4. **PAYMENT & TAXES:** Prices for Goods and Services are as stated in the respective Order. No charges or price increases of any kind shall be allowed unless specifically agreed to by SIPL in writing. Seller shall bear all of Seller’s own expenses incurred in providing Goods and/or Services. Both the parties agree to pay the local taxes as applicable.
5. **CHANGE ORDERS.** SIPL may at any time by change order modify this Order in any of the following respects: drawings, designs, specifications, shipping, packing, place of inspections, place of delivery, place of acceptance, adjustments in quantities, adjustments in delivery schedules, or the amount of SIPL-furnished material. Seller shall promptly notify SIPL of any change in the cost or expected completion/delivery dates of Goods or Services covered hereby as a result of SIPL’s change order, and Seller shall provide proposed pricing adjustments (with supporting information) to SIPL no later than thirty (30) days from the date of Seller’s receipt of SIPL’ change order.
6. **SELLER CHANGES**. Seller shall not make any changes in the specifications, physical composition of, or processes used to manufacture the Goods hereunder without SIPLS’s prior written consent.
7. **INDEMNIFICATION:** Seller agrees to indemnify, hold harmless, and at SIPL request, defend SIPL and any of SIPL subsidiaries and affiliates and their respective officers, directors, customers, agents and employees (each, an “Indemnified Party”) against all claims, liabilities (including, without limitation, for personal injury, death or property damage), damages, losses and expenses, including attorneys' fees and expenses, incurred by an Indemnified Party on account of the acts or omissions of Seller or its employees, agents or subcontractors in any way connected with the Goods or Services provided under this Order, including, without limitation, any claim based on the death or bodily injury to any person, destruction or damage to property, or contamination of the environment; any claim based on the negligence, omissions or willful misconduct of Seller or Seller's employees, agents or subcontractors; and any claim by a third party against any Indemnified Party alleging that the Goods or Services, the results of such Services or any other processes provided under this Order, infringe a patent, copyright, trademark, trade secret or other proprietary right of a third party, whether such are provided alone or in combination with other Goods or Services any breach by Supplier of these Terms. Seller shall not settle any such claim without SIPL prior approval. Seller agrees to pay or reimburse all costs that may be incurred by an Indemnified Party in enforcing this indemnity, including attorneys' fees and expenses.

If SIPL or SIPL distributors’ or customers’ use of Goods and/or Services covered by this Order shall be enjoined or otherwise prevented by legal action, Seller shall, at its sole expense,

1. substitute fully equivalent non-infringing Goods and Services;
2. modify the Goods and Services so that they no longer infringe but remain fully equivalent in functionality;
3. obtain for SIPL and its affiliates, distributors, and customers the right to continue using the Goods and Services; or
4. refund all amounts paid for the infringing Goods and Services.
5. **CONFIDENTIALITY:** No knowledge or information disclosed to SIPL by Seller which in any way relates to Goods or Services covered by any Order, will, unless otherwise specifically agreed in writing by SIPL, be deemed to be confidential or proprietary information of Seller, and SIPL will acquire all such knowledge and information free from any restrictions (other than a claim for patent infringement), as part of the consideration for the Order. All technical and other information obtained or learned by Seller as a result of any Order or its relationship with Seller, is and will remain the valuable, confidential and proprietary information of SIPL, including, but not limited to, drawings, data, specifications, components, concepts, designs, or tooling. To the extent the parties have entered into a nondisclosure agreement (“NDA”) to protect such information, the provisions of such NDA shall control any conflicting or inconsistent terms herein. Seller agrees not to disclose to third parties or use for its own pecuniary benefit or advantage any SIPL confidential and proprietary information. Seller further agrees that any improvement, modification, refinement, or product developed by Seller or jointly by Seller and SIPL as a result of knowledge of SIPL confidential and/or proprietary information shall be the property of SIPL, and shall be treated as SIPL confidential and proprietary information. Seller will provide such assignments or other conveyances to the extent such assets require separate documentation from these Terms.. Upon cancellation or termination of any Order or the parties' working relationship, or otherwise upon request of SIPL, Seller shall turn over to SIPL any and all SIPL confidential information, including all copies, excerpts or other reproductions thereof. The confidentiality provisions of this Paragraph will apply to and be binding upon Seller’s officers, directors, employees, advisers, consultants and other representatives, and the protection of SIPL’ confidential information and materials will expressly survive any expiration or termination of any relationships between the parties indefinitely, unless and only to the extent otherwise consented to in a writing signed by SIPL.
6. **INTELLECTUAL PROPERTY RIGHTS; WORK PRODUCT**. Seller agrees that where Seller undertakes the activity of research, development and/or design nature using the information provided by SIPL, SIPL shall exclusively own all rights, title and interest in any resulting work product including, without limitation, all know-how, trade secrets and intellectual property. Seller shall take all necessary steps to ensure that SIPL obtains full legal title in and to such rights. Seller will ensure that Seller's affiliates, employees, agents, and subcontractors appropriately waive any and all claims to, and assign to SIPL, all rights or interests in, any work product created in connection with this Order. Seller grants the right to SIPL to produce copies, reproductions or derivative works of the material provided under this agreement for purposes of this agreement. Seller will not reverse engineer, decompile, or disassemble any technology, software, materials, products or other items owned or provided by SIPL.
7. **LIMITATION OF REMEDY; LIMITATION OF LIABILITY.** Seller's sole remedy on account of SIPL breach of this Order shall be the right to damages in the amount equal to the difference between the market price of the subject Goods or Services at the time of breach and the purchase price specified in this Order. IN NO EVENT SHALL SIPL BE LIABLE TO SELLER OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR INCURRED IN CONNECTION WITH THIS ORDER, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
8. **COMPLIANCE WITH LAW.** Seller shall comply with all applicable laws , regulations, rules, or orders in connection with its performance hereunder. At SIPL request, Seller shall issue certificates certifying compliance with any laws or regulations as may be applicable to the Goods and Services covered by this Order in each case in form and substance satisfactory to SIPL.
9. **SUBCONTRACTING.** Seller shall not, without SIPL prior written consent, subcontract this Order
10. **TERMINATION FOR CONVENIENCE:** SIPL may at any time by notice to Seller, terminate all or part of this Order, effective as of the date specified in such notice. Upon receipt of SIPL’ notice of termination, Seller shall stop work and take such other action as may be specified by SIPL in such notice, to facilitate termination of the Order or applicable part. Upon termination, SIPL shall not incur any further cost or liability to Seller except for Goods already delivered under the terms of this Order.

1. Force Majure : Neither Seller nor SIPL shall be liable for any delay or failure to perform any of its obligations under this Order if and to the extent such delay or failure is due to circumstances beyond the reasonable control of such party, including but not limited to, fires, floods, explosions, accidents, acts of God, declared and undeclared wars or riots, strikes (except of the personnel of the affected party) or lockouts, shortages of materials or transportation facilities, inability to obtain export or import licenses, acts of government or any provision or requirement of any law, regulation, order or rule, which the affected party could not reasonably expect. (Ex: Unforeseen activities, natural Calamities, Pandemic conditions like Covid-19, and any other reasons ) .
2. Any other business-related terms and conditions as agreed by both the parties during the discussion and at the time of issuing PO in writing will be included accordingly.