

John Crane Sealing Systems India P Ltd, Bangalore

General Terms and Conditions of Purchase

1. **Acceptance** : This order, if not accepted, should be returned to us within 3 working days of receipt (with the reasons for non-acceptance), failing which it will be presumed that this order has accepted with all and terms specified. Detailed Order acknowledgement to be sent to us within 5 days from receipt of PO date.
2. **Reference** : All the correspondence, Invoice, Delivery note and Certificates must bear our Purchase order and date
3. **Price** : The price specified in the order shall remain firm until completion of the order, unless otherwise agreed by John Crane India's Purchase dept in writing before execution / invoicing. No prices amendments will be applicable after raising Invoice for the material.
4. **Delivery and Liquidated Damages**: Delivery in time is the essence of this order. All the materials of the order are to be supplied within the specified period of this order. The delivery date shown in the PO is the receipt date of material at our Stores. The supplier shall be liable to pay liquidated damages to John Crane India for the supplies delayed beyond the mutually accepted delivery schedule. Such damaged can be recovered against Supplier's Invoices. John Crane India also reserves the right to cancel or amend the order or part of the order if supply is not made within the agreed delivery date.
5. **Delivery location & timing** : Unless otherwise agreed all materials to be delivered to John Crane India's Stores dept only. Handing over the materials to user dept will not be accepted and John Crane can not take any responsibility for delay of payment, if any. Delivery shall be done only Monday to Friday and between 9.00 AM to 12.00 noon and 1.30 PM to 5.00 PM
6. **Packing**: The consignment shall be packed properly by the supplier to ensure the safety of the delivery of material at destination. This is applicable for all kind of Inco-terms agreed upon. John Crane India is not responsible for any damages to material during transit due to improper packing.
7. **Quantity** : The quantity shall be as per order only. Material delivered in excess will be refused and returned to supplier at the supplier's expense. John Crane reserve the rights to amend the qty, add or delete the lines / qty, as per company's requirement
8. **Quality and Test Certificates** : Material shall be of the quality and specification stated and free from all defects in design, material and workmanship. All materials received shall be subjected to a final inspection at John Crane India's Premises, unless specially agreed upon. All specified Material certificates & other certificates shall be delivered with the shipments. Our stores may refuse the shipments without certification or keep the material in abeyance for want of certificate, which will in turn delay the Supplier's payment.
9. **Rejections and Replacements** : John Crane India reserves the right to reject any items which do not correspond to drawing, specification and quality. The supplier shall make free replacement of any rejected material within a reasonable time, from receipt of the rejection notification. Rejected material to be collected by the supplier at their cost and risk, within 15 days from the date of free material replacement. Failing which, the rejected material will be scrapped by the Purchaser and no scrap cost will be passed to Vendor.
10. **Insurance** : All outstation suppliers shall e-mail the dispatch details to the respective Purchase Engineer, immediately on dispatch of material, for covering insurance and material clearance from the transporter or courier. For local orders the insurance is not within the Purchaser's scope unless agreed upon.
11. **Cancellation** : John Crane reserves the rights to cancel the Order in full or in partial under unavoidable circumstances. No cancellation charges will be applicable unless specified in Supplier's original Offer / quotation or mutually agreed upon in prior to the Order placement.

12. **Non disclosure:** The Supplier will not disclose the Technical details of material like Drawing, Specification, Data sheet and other details to others without obtaining written consent from John Crane India's Purchase dept.
13. **E Sugam :** Vendors to send the Soft copy of Invoice to Purchase dept to obtain E Sugam (Karnataka State Road Permit). The shipment to be handed over to Transporter only on receipt of E Sugam and nomination of Transporter. If the shipment is held by sales tax check post / vigilance for not complying E Sugam requirement or improper documentation, then Vendor is responsible to clear the shipment and deliver to John Crane. If the Vendor is not responding to the calls then John Crane will clear the shipment and debit the Cost including the associated expenses to Vendor
14. **Radioactive Free materials :** All Steel material shall be free from Radioactive contamination and Zero tolerance is set for the contamination
15. **Dispute :** All disputes arising out of this order shall be subjected to the jurisdiction of the Courts of Bangalore, India.