

ABI SHOWATECH INDIA PRIVATE LTD

GENERAL TERMS AND CONDITIONS TO PURCHASE (IMPORTS)

1. Orders duly signed and issued on the order form of ABI-SHOWATECH (INDIA) PRIVATE LIMITED (Company) alone will be accepted.
2. Description, quantity, weight and mode of transport of the goods must be quoted in the invoice and advice notes and a duplicate copy must accompany the goods.
3. No Charges towards packing, boxing or crating will be accepted by the company unless agreed to with reference to the particular order.
4. Insurance will be covered by the supplier where the trade agreement is CIF. For all purchases other than CIF, insurance will be done by the company.
5. The right is reserved by the Company to cancel this order or any part thereof if delivery is not made within the time specified in which case the Company may purchase elsewhere goods as similar in quality to those of the supplier as possible debiting the supplier with the extra cost if any, it being understood that this option to purchase elsewhere will not normally be exercised unless the Company's work is likely to be affected.
6. Goods delivered in excess of the quantities ordered by the Company will not be accepted and all charges in respect of the same will be at the risk and responsibility of the supplier.
7. In the event of the production at any of the Company's works being interfered with or stopped by any strike, lock out, fire, failure of delivery of supplies (whether by the supplier or third party) force majeure or as a consequence of war or outbreak of civil commotion or other circumstances beyond the control of the Company, the Company may suspend the order or amend the delivery dates to such extent as it considers necessary without incurring and liability.
8. All materials and goods shall in every respect be equal to description, specification and to previous approved supplies (if any) or samples submitted (if any) and shall be subject to Company's inspection and approval within a reasonable time after delivery and if rejected shall be held at the supplier's risk and returnable at the expense of the supplier and shall not count as having been delivered Unless the Company elects to make the materials and goods fit for its purposes in which case the supplier shall be debited with the cost of such rectification.
9. The supplier guarantees that the sale or use of his products will not infringe any Indian or Foreign trade mark, trade name or registered design and undertake to indemnify and keep the Company indemnified against all acts, judgements, decrees, costs, claims, demands and expenses resulting from any actual or alleged infringement or undertakes at his own expense to defend or assist in the Defence of any suit or action that may be brought against the Company in this connection.

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10. The supplier shall indemnify the Company against all claims, damages and expenses made and established against or incurred by the Company on account of:
 - (i) Any actual or alleged infringement of monopoly rights resulting from any sale or use of goods otherwise than in breach of any restriction imposed on and accepted by the Company.
 - (ii) Any injury (whether to person or property) or loss sustained by any person in connection with the fulfillment of the order or as a result of any defect in the goods.
11. The materials supplied against this order must be strictly in accordance with the details given in the order and / or in the Drawing furnished, including dimensional requirements and finish.
12. The supplier hereby covenants that he shall not sell the products which are patented based on company's design/drawing by the Company to any third party and that any reference or enquires made to the supplier will be referred to the Company either for the products or for parts of replacement. The supplier further undertakes not to manufacture quantities supplementary to our order for the purpose of sale.
13. The Company reserves the right to reject and return at the supplier expense all materials which do not conform to the inspection instruction.
14. Duly accredited representatives of the Company shall be allowed to inspect materials ordered at any stage of manufacture.
15. The supplier shall not, without the written permission of the Company advertise or announce that he supplies goods to the Company, and shall discontinue any such permitted advertisement or announcement on demand.
16. The component produced against our drawing shall not be supplied to any other party.
17. Company, owns the copyright of the drawings which are supplied in confidence. They must not be used for any purpose other than that for which they are supplied and the supplier on no account should copy, disclose or part with any manufacturing information (in whole or in part) to any third party without the written consent of the Company. Drawings shall be duly returned on completion of the order.
18. Test certificates wherever necessary shall be provided with the supplies. Documentation shall confirm to the ISO/ QS9000/TS 16949/AS9100 & Customer Specific requirements as required.
19. Unless otherwise agreed, any disputes arising in regard to this Order shall be finally settled in Chennai High Court subject to the laws of the Government of India.