

**THE FOLLOWING TERMS AND CONDITIONS SHALL APPLY TO ALL SALES OF ANY PRODUCT (AS DEFINED HEREIN)**

**1. DEFINITIONS.**

- The term “**GT Electronic (India) Pvt Ltd**” shall refer to **GT**
- The term “**Purchase Order**” will include documents titled “**Purchase Order**” or any web order, fax order, or email order, and any affirmation of the order request.
- The term “**Customer**” shall refer to and incorporate the named customer on any Purchase Order for any Product.
- The term “**Products**” shall refer to all products and components manufactured by GT Electronic (India) Pvt. Ltd.,

**2. ACCEPTANCE.**

All Products provided by GT are expressly subject to and governed by the Terms and Conditions set forth herein and shall, together with the Purchase Order confirmation (if any), constitute the entire agreement and understanding between GT and Customer relating to the GT Products (the “Agreement”) and shall merge all understandings, quotes, agreements and documents between them. Any variation to these Terms and Conditions, and any additional or different terms or conditions on any order form or other document submitted by Customer, are expressly rejected unless and until accepted in writing by a duly-authorized officer of GT.

No order shall be effective or binding upon GT until accepted by GT. Any representation, affirmation of fact and course of dealing, promise or condition in connection therewith or usage of trade not incorporated herein, shall not be binding on either party.

**3. PRICE.**

All orders for Products will be charged at the applicable price in accordance with GT current pricing in effect at the time of ordering. Unless otherwise agreed in the Purchase Order confirmation, all quoted prices include packaging costs and shipping/transportation costs from the applicable facility of GT or its affiliate. All sales, excise and other applicable taxes shall be charged to Customer and paid by Customer to GT as per the payment terms stated on the invoice. All prices are either in INR / USD / EURO based on the customer location

#### **4. TAXES.**

Unless otherwise indicated on the face hereof, all prices and charges are exclusive of all applicable taxes, which may be imposed by any taxing authority upon the manufacture, sale or delivery of the items sold hereunder. Wherever applicable, any tax or taxes will be added to the invoice as a separate charge to be paid by Customer. If GT must pay any such taxes or if GT is liable for the collection of such tax, the amount thereof shall be paid by Customer to GT in addition to the amounts for the Products sold. Customer agrees to pay all such taxes.

#### **5. TERMS OF PAYMENT.**

All orders shall be subject to 100% advance payment to GT unless otherwise agreed in writing, payment shall be in INR / USD / EURO (as per the invoice) and is due in full at the time of order. With respect to customer the payment terms may vary and same is mentioned in official quotation / Invoice.

If any late payments from the accepted payment terms will accrue interest at the rate of one and half percent (1.5%) per month or the highest rate allowed by law, whichever is less. Payment shall not be withheld for delay in delivery of required documentation unless a separate price is stated therefor, and then only to the extent of the price stated for such undelivered documentation. GT may cancel or delay work on or delivery of Products in the event Customer fails to make prompt payment

#### **6. SHIPMENTS.**

Unless otherwise agreed, all Products will be shipped Ex-works. For other specific delivery terms customer will assume all risks of loss of Products upon delivery by GT to Customer's facility.

#### **7. DELAYS.**

Customer acknowledges that shipping and delivery dates are approximate and that GT shall have no liability for late deliveries resulting from factors beyond its control or outside the scope of its responsibility.

GT shall not be responsible for any action or inaction of any carrier, including delays in delivery, nor, under any circumstances, shall GT be liable for any delay in performance, or non-performance, due to acts of God, war, riots, civil disturbances, acts of civil or military authorities, governmental regulation, court

orders, fires, strikes or other labour disputes, shortages of labour, materials, fuel or energy, or unavailability of transportation, equipment failure, failure of supplier, carrier or subcontractor to deliver on time, or due to any other cause or causes beyond the control of GT.

## **8. FAILURE TO TAKE DELIVERY.**

If Customer seeks to delay or cancel any part of an order prior to delivery, such requests shall be made to GT in writing. Customers are responsible to pay the full cost for completed custom orders and stocked custom components. Components or finished products held at GT by request of the Customer or as a result of breach of these Terms and Conditions (including, without limitation, for failure to make payment), shall be assessed a warehousing fee of 5% per month of the total Purchase Order amount along with total invoice value.

Any orders shipped by GT and refused by customer due to failure will be handled as a Returned Products shipment. Any special orders and custom Products may not be cancelled after GT begins order processing for that PO. Customer may not cancel any order except upon written notice and payment to GT reasonable costs arising from the cancellation,

## **9. RETURN OF PRODUCTS.**

All products shall be deemed accepted, and all claims for defective goods shall be deemed waived, unless written notice is delivered to GT within thirty (30) days after receipt of the Products by Customer.

Customer shall assume all risk associated with the return of any Product. Returned Products shall be packaged securely and shall be returned to GT without damage. All returns shall be marked clearly with Customer's name and shall be returned to GT.

GT will be send replacement for the defective goods, provided it should be proved as manufacturing defect.

## **10. MANUFACTURE AND AVAILABILITY OF STANDARD PRODUCTS (NOT APPLICABLE FOR TRADING PRODUCT).**

GT reserves the right to change manufacturing methods, materials and availability of Products without prior notice. To augment its own manufacturing capabilities,

## **11. REPLACEMENT WARRANTY.**

11.1) Subject to the limitations and exclusions stated herein, GT replacement warrants to all Products supplied hereunder will conform to the applicable specifications or drawings, as agreed by the parties, as of the date of delivery by GT.

GT will give replacement warranty for a period of 2 year from the date of delivery provided customer agrees to furnish accurate and reasonable information in the event that problems arise. GT reserves the right of inspection at the installation where such failure occurred.

11.2) the foregoing shall be the only warranty applicable to Products manufactured or supplied by GT. **GT does not warrant that the product will work in customer's particular Application.** This replacement Warranty does not apply to Products which have been damaged during shipment or the Products damaged or altered by abuse, misuse, misapplication, maintenance, modification or improper installation, maintenance or repair.

11.3) Replacement warranty coverage is further conditioned upon Customer

- Advising GT of any warranty claim in writing within thirty (30) days of the alleged failure to conform to the agreed-upon specifications or drawings,
- Complying with all applicable procedures regarding the return of Products,
- Providing to GT with the returned Product a complete written explanation of the claimed failure, the circumstances of the failure and the use of the Product when the alleged failure occurred, and
- Providing GT a reasonable time to inspect said Products and investigate Customer's claim.

11.4 ) GT will not be responsible for costs of removal, installation or re-installation of any equipment or items supplied by third parties, where such removal, installation or re-installation is required to repair or replace any allegedly defective Products supplied by GT. Furthermore, GT will not be responsible for and accepts no responsibility for materials or workmanship or any transportation charges labour costs or other related expenses for any work performed by third parties in the repair or replacement of defective Products without GT prior written notice and consent.

11.5 ) No employee, agent or representative of GT Electronic India Pvt Ltd Industries has authority to make modifications or additions to this replacement Warranty in any respect, except pursuant to a written agreement signed by a duly-authorized officer of GT

11.6) No parent company, subsidiary, or affiliate of GT shall have any liability to Customer whatsoever under the replacement warranty set forth herein or otherwise.

### **13. DISCLAIMER;**

**Limitation of liability. Under no circumstances, whether alleged as a result of breach of contract or warranty, Tort ( Including negligence), strict liability or any other legal theory, will get be responsible to customer, or to any third party, for any special, direct, indirect, consequential, incidental or other damages of any kind , including but not limited to lost profits, cost of capital, cost of substitute goods, products, facilities , or services, downtime costs, claims of any customers of customer, loss of use of property or damages for personal injury, regardless of fault or cause, and no claims for any such damages shall be brought by the customer. In no event that GT be liable to customer for any amount excess of the purchase price of the products for which a claim is made. Customer shall not back charge, counter claim or set-off its claims against payments due on its orders. Applicable law in some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages.**

### **14. FORCE MAJEURE.**

All orders or contracts are accepted with the understanding that they are subject to GT ability to obtain the necessary raw materials, and all orders or contracts as well as shipments and government regulations, orders, directives, and restrictions that may be in effect from time to time. GT shall not be liable for any delay or failure to deliver Products to the extent caused by any force majeure event, act of God, labour stoppage, or similar event beyond GT control.

### **15. SEVERABILITY.**

If any provision hereof shall be declared unenforceable, invalid or void for any reason, such provision shall be automatically voided and shall not be part of these Terms and Conditions, and the enforceability or validity of the remaining provisions shall not be affected thereby.

## **16. INDEMNIFICATION.**

In addition to its other indemnification obligations set forth herein, Customer agrees to indemnify, defend and hold GT (together with its parent companies, subsidiaries, affiliates, shareholders, officers, directors and successors-in-interest) harmless from and against any losses, costs, expenses (including, without limitation, attorney's fees and expenses, paralegal fees, expert witness fees, and other costs of litigation), demands, claims, liabilities, causes of action or damages of any kind or character, arising out of or in any manner relating to: (a) any misuse, alteration, modification or misapplication of any Product(s) or use of any Product(s) other than in accordance with GT specifications, data sheets or recommendations; (b) any violation of any federal, state or local laws, rules or regulations; or (c) any breach of any of the Terms and Conditions set forth herein or other default under the terms of any Master Purchasing Agreement or Purchase Order with GT or (d) any error, permission, or negligence in connection with any custom Product specifications provided by Customer.

## **17. COMPLIANCE WITH LAW.**

Customer agrees that it is solely responsible for compliance with all applicable federal, state and local laws, ordinances, regulations, rules and standards relating to the installation, maintenance and use of the Products purchased from GT

## **18. LIMITATION OF ACTIONS.**

In addition to all other Terms and Conditions that govern this purchase of a Product, Customer hereby acknowledges and agrees that any legal action, claim or demand arising out of the sale of any Product or in any way related to the Customer's purchase of any GT Product shall be barred if not filed within one (1) year from the date of the accrual of the Customer's cause of action. This limitation shall not preclude any action by GT for recovery of any amount due for the purchase of any Product by the Customer.

**19. GOVERNING LAW.**

The foregoing Terms and Conditions, and any agreed-upon amendment thereto, shall be governed in all respects by the Local law of the State. Any legal action in connection with the Agreement between GT and the Customer and/or any Product sold to Customer shall be filed in a court of competent jurisdiction in Chennai India.

Date:

Date:

Place:

Place:

For GT Electronic (India) Pvt. Ltd.,

For \_\_\_\_\_

Name:

Name:

Designation:

Designation:

Signature:

Signature:

Company Seal:

Company Seal: