

KERN-LIEBERS (INDIA) PRIVATE LIMITED
(Formerly known as KERN-LIEBERS SPRINGS & STAMPINGS PRIVATE LIMITED)

PURCHASE TERMS AND CONDITIONS

1. QUALITY

The Materials / Services should exactly conform to the samples / specification mentioned in the order.

2. QUANTITY

The quantity of material must not exceed the ordered quantity without permission in writing being first obtained (Maximum +10 % Allowable).

3. DATE OF DELIVERY

When a date of delivery is stipulated in the order or where an order is placed for the supply of material in accordance with a programme, such stipulation shall be the essence of the contract. Should the supplier fail to deliver the material or a part of them in accordance with the period specified in the offer and he has not obtained from the Company in advance an extension of time the Company shall be entitled its option either.

- a) To cancel the order or a portion thereof not delivered and of any other goods already ordered against the order which cannot be effectively and commercially used by reason of the non-delivery of the goods undelivered as aforesaid or
- b) To purchase the undelivered materials or others of similar description the supplier shall be liable for and pay to the Company any additional cost incurred by the company. Because of the supplier's failure.

4. Price

No Escalation in price is entertained once the order is placed (Firm Price), if supplier fails to supply the material after Order Acceptance, P.O will be cancelled and Material will be purchased elsewhere at your cost.

5. MODE OF DELIVERY

LOCAL SUPPLIERS

The Supplier should send with the goods a representative in order to unload and witness the weighing at the time of delivery. No dispute consequent on the failure of the dealer in this respect will be entertained. Every supply should be accompanied by Original Duplicate and Extra Copy of Invoice. The Invoice should refer to the order and date of offer. One copy of Invoice shall be stamped subject to Inspection & approval and returned to the supplier.

OUTSTATION SUPPLIER

The supplier should dispatch the materials duly packed through Lorry/Rail / Air-freight/Courier /Post as 'specified in the order. If material is dispatched by VPP (Value Payable post) / Air- freight / RPP (Registered post parcel) , advance information to this effect should be given to us.

GENERAL

Documents such as L.R. / A.C Note together with Original Copy of Invoice should be sent to us by Courier in respect of each consignment to the following address.

KERN-LIEBERS (INDIA) PRIVATE LIMITED
(formerly known as KERN-LIEBERS SPRINGS
& STAMPINGS PVT LTD)
A company of KERN-LIEBERS GROUP

143-151, Antharasanahalli Indl. Area,
Phase II, Tumkur – 572106,
Karnataka / INDIA

Phone: +91 816 221 3100
Fax: +91 816 221 2120

Website: www.kern-liebers.in
Email : KL-India@Kern-Liebers.com

TIN : 29780496611
IEC : 0705024245
Corporate Identity No. : U02919KA2005PTC037505

The Bank of Nova Scotia,
Mittal Tower, B - Wing, Nariman Point,
Mumbai – B - 400021

Phone: +91 22 66364200
Fax: +91 22 22873125

A/c No: 01213-450398
Swift : NOSINBBXXX

KERN-LIEBERS (INDIA) PRIVATE LIMITED
(Formerly known as KERN-LIEBERS SPRINGS & STAMPINGS PRIVATE LIMITED)

KERN-LIEBERS (India) Private Limited

143-151, Antharasanahalli Industrial Area 2nd Phase, Tumkur 572106, Karnataka
Main: +91 816 2213 168, Fax: +91 816 22 12 12 0

6. PACKING & CARTAGE

The material supplied must be sufficiently and properly packed so as to ensure their being free from loss or damage on arrival at the the Company's works. Unless otherwise specifically stated the price is deemed to be inclusive of cartage and all packing case, containers and other packing materials shall be supplied free.

7. INSPECTION OF MATERIALS

All materials supplied shall be subject to inspection by the Company at our works unless otherwise stated. The materials not approved by the inspection either with regard to quality and / or specification shall be treated as non-conformance & same will be informed to the supplier. The supplier should make arrangements to lift the nonconformance materials within 15 Days from the date of communication. In case of failure to lift the non-conformance goods will be dispatched through lorry or post, post parcel. Cost of sending back the non-conformance material has to be borne by the supplier. Kern-Liebers will not be responsible for safe custody of keeping the non-conformance materials. Replacement for the non-conformance materials should be effected promptly without waiting for the arrival of non-conformance materials at the supplier's end. All relevant test certificates as per IS/ TS standards as specified in the purchase orders should be sent along with the consignment.

8. EOHS REQUIREMENTS

- a) The Outsource agency / supplier who are coming inside the factory Should take work permit from the HODs of the Concerned Dept. before starting the work .
- b) The Outsource agency/supplier should work in the designated area only and should not go in other areas unless otherwise accompanied by KL-IN authorized personnel .
- c) Must follow EOHS Rules .
- d) Must bring and own personnel protective equipment's (PPE) as required . Such as safety shoes ,hand gloves goggles Etc.
- e) The outsource agency /suppliers vehicle must have valid Emission test certificate, valid license Wheel chokes.
- f) The Vehicle carrying dangerous goods/flammable materials must carry following documents & equipment's/tools; License trem card , Emission test cert ,Spark Arrestors ,Tool kit, fire Extinguishers, wheel chock Etc.
- g) Smoking & Chewing Gum, Gutka, Bubble gum and Alcohol is Strictly prohibited prohibited inside the factory premises'.
- h) Speed limit inside the factory premises is 15 km/hrs.
- i) Driver should not cook or service his vehicle inside the factory.
- j) Vehicles must be free from spillage of oils.
- k) On site works should have Valid Insurance (ESI) Coverage .

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9. Components/ Materials as per specification details given in our Drawing and order, manufactured out of your/our Company's tools/machine/ should not be given/ delivered to any other party without consent from us.

10. CST No : 29780496611
TIN : 29780496611
Ser. Tax Reg. No. : AACCK7057NST001
Income Tax PAN No . : AACCK7057N

ECC Code No : AACCK7057NXM001
Range : Range-I, TUMKUR
Division : Dabaspeta Division.
Collectorate / Commissionerate : Bangalore – II

11. Validity of purchase order – Valid until the delivery date mentioned in the Purchase order where ever it is open, then those Purchase orders are valid for 3 months from the date of PO.

12. All disputes connected to with this transaction are subject to jurisdiction of courts in Tumkur only.

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Felix Reichardt

Managing Director