



HSE Compliance by Suppliers:

1. As an LLB supplier, we expect that your Products, components or substances supplied to LLB will meet the requirements of country, federal, state and local environmental regulations.
2. Additional information may be required such as certification to any of the following or chemical composition of products, components and/or substances.
3. If you suspect that Products, components or substances supplied to LLB are not compliant, please contact the appropriate LLB supply chain representative immediately.
4. As a LLB supplier, we expect that your business operation will always meet the applicable statutory and regulatory requirements as applicable.
5. Supplier must implement effective risk prevention measures and adequate resources to ensure Environmental, Occupational health and safety.
6. Whenever supplier/supplier representative /vehicles entering into LLB premises, must adhere all the HSE guidelines of Nematik.
7. Supplier need to have contingency plan to ensure business continuity In case of disaster /pandemic situations.
8. Any hazardous or dangerous goods must be packed and marked accordingly to prevent damage or injury to people and property and in fulfil the compliance to regulation where applicable.
9. When supplier brings some new hazardous/Dangerous materials, the same needs to be informed to respective process In-charge prior to entry and subject to verification at security gate by HSE team.
10. LLB will ensure the EHS requirement from all Potential Suppliers
11. Consider the environmental impact of over packing and the amount of potential waste generated. Where possible please use recyclable, reusable and sustainable materials.
12. Environmental certification in accordance with ISO14001 and health and safety certification in accordance with OHSAS18001 / ISO45001 is viewed favourably.

LAULAGUN BEARINGS INDIA PRIVATE LIMITED

Registered Office & Works : Plot No. A 6/2 Part C1, SIPCOT Industrial Park, Thervoy Kandigai, Gummidipoondi, Thiruvallur-601202, Tamilnadu, India **CIN:** U29190TN2017FTC131515 Tel.: +91 044-6791 2000 laulagun@laulagun.com www.laulagun.com



Terms and Conditions

These terms and conditions apply if there is not a negotiated agreement between the two parties. If there is an agreement, the terms of the agreement override these terms.

General:

1. These Conditions govern all supplies of materials/ goods, components and/ or services, to Laulagun Bearings India Pvt Ltd, Gummidipoondi, Thiruvallur, in India.
2. Laulagun Bearings India Pvt Ltd is hereinafter referred as "LLBI", The Person, Firm or Company supplying goods or services is herein termed "The Supplier".
3. By accepting our order or by supplying the goods/ services ordered, the Supplier is deemed to have accepted the present conditions.
4. Only orders in traceable form (in writing, by Telefax, E-Mail) are binding. Verbal orders or orders by phone as well as changes and additions to our order shall be binding only if confirmed by us in traceable form. Terms at variance with our General Purchase Conditions and additional terms, including reservations regarding price or exchange rates, as well as, in particular, deviating General Conditions of Sale and Delivery of the Supplier shall be valid only if accepted by us in traceable form.
5. The Supplier is kindly asked to immediately return his order confirmation and to notify the exact delivery date.
6. The Supplier shall be liable for all costs incurred by us as a consequence of his failure to observe our instructions or due to faulty or not validly agreed deliveries.

Prices and Transport Costs:

1. Unless otherwise agreed, the prices are considered firm.
2. In case of orders showing no price or an indicative price only we reserve the right to approve the price following the receipt of the order confirmation.

Invoice and documents for Payment:

1. GST tax invoice and delivery challan / e-way bill documents are to be submitted along with the materials to our Factory located at Plot No. A 6/2 Part C1, SIPCOT Industrial Park, Thervoy Kandigai, Gummidipoondi, Thiruvallur-601202, Tamilnadu, India. The Supplier may not claim payments being contingent on the fulfilment of his obligations, prior to the fulfilment of such obligations, unless the non-performance shall be caused by our acts or omissions.
2. The supplier must submit test certificate / quality certificate along with shipment to delivery address indicated in the order where ever applicable as per the commodity
3. The supplier shall not receive payment of GST amount till the Credit of the tax so paid is not reflected in our Form GSTR-2. Thus, amount to an extent till GST payable would be retained till the said amount is not reflected in our respective returns.

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4. LLBI will be invoiced upon delivery and acceptance for fees and reimbursable expenses, if any, payable hereunder. Invoiced amounts will be due and payable within forty five (45) days after receipt of a correct and undisputed invoice unless agreed otherwise in Purchase Order. Invoices received without a valid PO will be returned. All invoices submitted for payment must include a detailed description of goods and/or services and a valid GIA Purchase Order number.

Delivery:

1. Deliveries arriving without the required transport documents shall be stored at Suppliers expense and risk until such documents are properly supplied.
2. Part shipments and advance deliveries require our prior consent.
3. The time of delivery shall be of essence. The time of delivery is met, when the goods have arrived at our works. Foreseeable delays hindering the timely delivery in whole or in part shall be notified immediately specifying the reasons for and the estimated duration of the delay. Such notice shall without prejudice to our remedies at law (e.g. partial or total termination or rescission of the order).
4. In case of the delay, the Supplier shall not be excused by missing documents, hardware or components to be supplied by us unless he has timely requested their supply. In such case, the parties shall mutually agree on a reasonable extension of the delivery period.
5. The risk in the goods ordered shall pass on us upon their arrival at the place of fulfilment, or, if an acceptance test is agreed, upon successful completion of said test.

Packing:

1. The Supplier has to arrange for appropriate packing at his own costs and shall be liable if the goods are damaged on transport due to faulty packing.
2. At our election, the Supplier shall credit us with the price charged for packaging material returned by us free of charge or shall provide for a pertinent refund.

Notification of Defects:

1. Without being bound by statutory inspection periods, we shall examine the goods supplied at our earliest convenience.
2. By making payments or conducting pre-shipment tests, we are not waiving our legal remedies for faulty deliveries.

Warranty:

1. The Supplier warrants that the goods have the agreed qualities, are fit for the purpose under the contract and generally are free from defects impairing their value or fitness for the agreed or normal use.
2. The goods must comply with all applicable laws, regulations and accident prevention rules being in force in Buyer's country. In addition to that the supplier warrants that the goods are free from any radioactivity.
3. In case of defects in the goods supplied we shall be entitled to avail ourselves of the pertinent remedies at law. However we shall only be entitled to rescind the contract if the Supplier, within a reasonable period, has been unable or unwilling to repair the defect or to replace the defective product at his expense. In case of urgency or if the Supplier is defaulting in his obligation to remedy the defect, we are entitled to have the defects remedied at Supplier's cost.
4. The Supplier shall reimburse the costs of dismantling defective goods or products which have become defective as a result of defective goods supplied by Supplier as well as the costs of reinstalling goods or products being free from defects.

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5. Unless otherwise agreed, the warranty period shall be 30 months following the receipt of the goods in our works. To the extent the parties have agreed on subjecting the goods to a functional acceptance test in our works, the warranty period shall commence with the signing of the acceptance protocol.
6. Claims for defects, which have been duly notified during the warranty period shall be time-barred 12 months after the expiry of the warranty period.
7. Defective goods or parts thereof shall remain at our disposal up to their replacement or cancellation of the contract. Following replacement the defective goods are placed at Supplier's disposal in our works.
8. The warranty for replacement and repairs shall be the same as agreed for the original delivery; the warranty period for replaced parts shall start running anew. This shall equally apply to replaced parts and components.

Product Liability, Insurance:

1. The Supplier shall indemnify us against any claims, damages, losses, liabilities, suits and expenses arising from the supply of defective goods or services.

Tools, Patents, Drawings, etc.:

1. All data, drawings, equipment, patents, tools, models, etc. placed by us at Supplier's disposal for the manufacture of the goods shall remain our property and may not be used for other purposes, copied or disclosed to third parties. Copyrights therein shall remain vested in us. All documents shall be returned, free of charge, as soon as they are no longer needed for the execution of the order. If no deliveries are agreed, the documents shall equally be returned to us.
2. Products manufactured according to our drawings, patents, confidential data, our tools or copies thereof, shall not be used by the Supplier for his own use nor may they be offered or delivered to third parties. This shall equally apply to printing orders.

Secrecy:

1. The Supplier shall treat the order and all related deliveries as confidential.

Industrial Property Rights:

1. The Supplier warrants that the goods and services supplied do not infringe third party property rights. He will indemnify us from any third party claims related thereto.

Place of Performance:

1. Place of performance for the goods and the services shall be the agreed place of destination. Place of performance for the payment shall be the registered office of the business unit having placed the order.

Jurisdiction and applicable Law

1. Exclusive place of venue for any differences shall be our office having issued the order. We shall however be entitled to bring actions in any other competent courts.
2. In case of disputes all supplies shall be subject to Chennai jurisdiction, excluding any conflict of law provisions, deliveries from abroad in addition to the UN Convention on the International Sale of Goods.

Avoiding Improper Entertainment and Gifts

1. As a General Rule, business courtesies may be provided or received if they are ordinary and customary under the circumstances and of modest value. The following courtesies are never permitted such as cash, gifts or entertainment that may tarnish the reputation of LLBI

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