



General Terms and Conditions of Purchase

“Purchase Order” means an order for the Products which is placed by ALPLA

“Products” means the goods or services stated on the Purchase Order.

“Supplier” means the company or persons who have been engaged to provide the Products and Services to ALPLA.

1. Agreement

These Terms and Conditions apply where a Supplier has accepted a Purchase Order placed by ALPLA either electronically or otherwise. The Purchase Order and these Terms and Conditions together constitute the entire agreement between the parties (“Agreement”). This Agreement will prevail over any subsequent document or documents issued by the Supplier.

a) No Purchase Order however raised for Purchase of Polymer

2. Variations

No variation to these Terms and Conditions, or waiver of them is valid or effective unless the Supplier negotiates, and enters a formal variation agreement or waiver in writing with ALPLA.

3. Payment Terms

ALPLA operates a monthly payment system. Therefore unless otherwise agreed the Supplier will be paid 45 days following monthly statement date and upon receipt of a correctly rendered invoice. The price payable by ALPLA will be the price stated on Purchase order provided to the Supplier.

A) In case of Polymer, however Payment is made in 48 hours after dispatch confirmation from Polymer Supplier.

4. Title in Products

Title & risk in the Products shall pass on delivery to the ALPLA site stated on the Purchase Order.

5. Purchase Orders & discrepancies

The Supplier is deemed to have accepted a Purchase Order if the Supplier does not reject the Purchase Order within One Working Day of receiving it. Unless the Purchase Order states otherwise, the price for the Products includes all costs including without limitation delivery, all taxes imposed on the Supplier and all importation costs. ALPLA will only pay Invoice where a valid ALPLA purchase order number and invoice is supplied. If there is a discrepancy in the Purchase Order value and the Supplier's invoice value Following options being followed:

- A) Amendment of Purchase Order.
- B) Payment as per Purchase Order Prices (Valid and agreed)
- C) Rejection of Invoices

If this is not done then payment may be withheld or rejected for the Purchase Order amount.

D) In case of Polymer Purchase, system of confirmed purchase orders are followed, which means RM is received without any prior purchase order, Orders to RM suppliers are confirmed from central buying team for all plant across India.

6. Labeling/Packaging

Each packing slip, delivery note, package and invoice must be marked clearly with the order number set out in the packing slip. This shall be quoted in all relevant enquiries and documents.

7. Delivery

a) The Supplier must deliver the Products to the delivery address specified by ALPLA. Delivery of the Products must be made in accordance with the delivery quantity and date information stipulated on the Purchase Order.

b) The Supplier must inform ALPLA if they are unable to deliver on the due date. ALPLA reserves the right to cancel the Purchase Order or reschedule the delivery date or arrange expedited delivery by alternative means and at the Supplier's cost.

c) The Supplier must comply with ALPLA's Ordering, Transport and Packaging Instructions.

d) ALPLA may change the delivery date and/or delivery schedules at any time.

8. Price

The price will be the price stated on the quote received / Negotiated with the Supplier.

A) In case of Polymer , prices are published by Polymer suppliers.

9. Defective Products

Without limiting any other rights or remedies which may be available to ALPLA, ALPLA may require the Supplier to either repair or replace Products in a defective condition or which fail to comply with the warranties in clause 16 at no cost to ALPLA. The Supplier will pay all costs for storing, handling and returning any Products rejected by ALPLA.

10. Right of Inspection

a) Prior to Delivery—ALPLA shall have the right to inspect the products at SUPPLIER's facility prior to their delivery. Should any inspection or test by ALPLA indicate a failure to meet the Specifications, ALPLA may reject such products. SUPPLIER shall not deliver such rejected products and ALPLA shall not have to pay for same.

b) Upon Delivery—within a reasonable time after delivery of the products,

Notwithstanding any inspection pursuant to Section 10(a) hereof, ALPLA shall have the right to inspect the products to determine their conformity with the Specifications. If all or any part of the products are found to be non-conforming, ALPLA may reject all or any part of the products, whereupon such rejected products promptly shall be removed by ALPLA at SUPPLIER's cost and the purchase price with respect to such rejected Products either shall be refunded to SUPPLIER if already paid or shall be reduced if still Owing. In either case, if ALPLA so directs in writing, SUPPLIER shall promptly replace such Non-conforming products with products conforming to the Specifications. SUPPLIER Shall bear all direct and incidental costs of rejection and removal.

11. New Products

All Products must be new and unused unless otherwise stipulated on the Purchase Order. The Products must be free of all encumbrances.

12. Force Majeure

In the event that either party is incapable of performing its obligations to the other due to a force majeure event (including without limitation Acts of God), that party shall immediately give notice to the other and must do everything reasonably possible to resume performance without delay. Upon the giving of such notice, the obligations of the parties to perform under this Agreement are suspended and the party receiving such notice is entitled to terminate this Agreement and any the Purchase Order with notice to the other party.

13. Intellectual Property

The Supplier warrants that the use of the Products by ALPLA will not infringe on other persons intellectual property rights.

14. Indemnity

The Supplier indemnifies ALPLA and keeps ALPLA indemnified, against all losses, damages, liability, claims or costs, arising directly or indirectly out of or in connection with (1) any infringement or alleged infringement by the Products of a third party's intellectual property rights (2) any breach by the Supplier of this Agreement, (3) breach of warranty, (4) the provision of Products or (5) any negligent act or omission of the Supplier, its employees, agents or contractors. A loss to ALPLA includes all costs, expenses, liability, claims, demands and proceedings.

15. Confidentiality

Any confidential information (including without limitation sales and marketing information and business strategies) disclosed by ALPLA to the Supplier must be kept confidential by the Supplier. SUPPLIER shall not reveal to any third person that ALPLA has purchased or contracted to purchase or receive the products or services ordered or advertise that it is a supplier to ALPLA. SUPPLIER agrees to keep ALPLA's confidential information confidential and not to disclose or use it except to perform hereunder. Unless otherwise agreed, all final prints and drawings shall become the confidential property of ALPLA and SUPPLIER hereby assigns to ALPLA all rights thereto .

16. Product warranties

the Supplier warrants that the Products are free from contamination, have been tested and comply with all legislation, standards, codes, regulations and other requirements in India , conform with the Product description and any samples and specifications, fit for purpose, newly manufactured and free from defects in workmanship and materials.

a) The Supplier further warranty that any Products with an expiry date are delivered to ALPLA within the first quarter of the recommended shelf life (that is, the period from manufacture to the "best before" or "use by" date).

17. Alternative Products

Under no circumstances is the Supplier to supply an alternative product or product component without ALPLA's prior written consent. Any alternative product or product component must be submitted to ALPLA for examination prior to supply.

18. Credit Notes

must be presented by the Supplier bearing the same address and layout details as an invoice. Credit notes must be issued and received by ALPLA within the same month as the relating invoice.

19. Privacy

The Supplier must observe all applicable privacy laws in performance of its obligations under this Agreement.

20. No sub-contracting

The Supplier shall not sub-contract or otherwise arrange for another person to perform any part of this Agreement without the prior written consent of ALPLA (such consent not to be unreasonably withheld).

21. Variations

Any variations to this Agreement must be agreed between parties through the Supplier Agreement Variation Form.

2012-03-07