

## TERMS AND CONDITIONS

1. The Duplicate copy of the invoice should accompany the supply, for availing modvat credit. Please mention KST Schedule entry number in the invoice, if applicable.
2. Suitable packing has to be done for all dispatches to Bangalore to ensure that the contents do not get damaged/deteriorated during transport, handling and storage.
3. If you are a small scale Industry, please furnish in the EXCISE DUTY PASS the full rate of EXCISE DUTY applicable.
4. For raising Modvat Invoice, please refer details of the book (Sl. No. 12).
5. Materials must be dispatched within the time specified in this order as otherwise we will be at liberty to cancel this order.
6. All goods supplied must be at the best quality and we reserve the right to return the supplies, which on examination are found to be, in our opinion of inferior quality or are received in a damaged or broken condition.
7. Invoice and Way Bill must be dispatched at the same time as goods.
8. 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.
9. In the event of production at any of the Company's work being interfered with or stopped by any strike, lock-out, fire, failure in delivery of supplies (whether by the supplier or third party) force majeure or as a consequence of war or out-break 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 any liability.
10. 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, judgment decrees, cost claims, demands and expenses resulting from any actual or alleged infringement or undertakes his own expense to defend or assist in the defense or any suit or action that may be brought against the Company in this connection.
11. The blue prints of drawing, which may be furnished to the sole property of the Company and the suppliers on no account, should disclose any manufacturing information or party with such drawings to any third party without the written consent of the Company.
12. In case of dispute regarding this contract for any reason, the courts in Bangalore alone shall be jurisdiction.
13. If payment is made through Bank/Against proforma invoice, rejection, if any due to manufacturing defect, the rejection documents will be negotiated through Bank. Please inform us your Bankers address.
14. Wherever the Company has agreed to supplies through Bank, no overdue interest & no bank charges will be accepted.

15. In case of any delay beyond the date of supply mentioned in this order, we reserve the right to accept the materials in the event written communication is not given to use for any delay/postponement of supply, which is confirmed by us.

16. a) Name & Address of Buyer: KENNAMETAL INDIA LIMITED  
8/9th Mile Tumkur Road, Bangalore - 560 073
- b) Range/Division: Large Tax Payers Unit,  
JSS Towers, Bangalore- 560 003  
100' Ring Road, Banashankari III Stage,  
BANGALORE - 560 085.
- c) ECC No.: AACCK4472BXM001
- d) Sales Tax Registration No.: TIN 29790058796 dt. 1-4-2003  
CST 10050486 dt. 17-1-66
- e) Permanent Income Tax No.: AACCK4472B
- f) Professional Tax Regn. No.: 10010214 dt. 17-1-1966
- g) CIN : L27109KA1964PLC001546

17. Conflict Minerals -

Seller hereby certifies that no material delivered by Seller to Buyer under this Order contains any substance originating from the Democratic Republic of Congo or any adjoining country that would require disclosure by Buyer under the conflict minerals provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any rule promulgated thereunder. Seller represents and warrants that it has adopted all appropriate policies and procedures, and taken all necessary measures, in accordance with the conflict minerals provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and all rules promulgated thereunder, to grant the certification in the preceding sentence. Seller shall flow down the substance of this clause to its suppliers which perform work or provide goods or services under this Order. Such flow down is subject to verification by Buyer.

18. The Supplier guarantees that they will comply with all applicable central, state, provincial or local law, regulation, directive or ordinance and all lawful orders, rules and regulations issued there under, including without limitation those regarding environmental health and safety and records retention. The supplier agrees to cooperate fully with any inspection efforts of KIL intended to verify Supplier's compliance with this Article. Supplier agrees to provide at KIL's request certifications of any applicable legal requirements or to update any and all certifications, representations and warranties under this Order, in form and substance satisfactory to KIL.

19. The supplier guarantees that they will take appropriate actions to provide a safe and healthy workplace, and to protect local environmental quality. In addition, Supplier shall comply with any provisions, certifications (including updates), representations, agreements or contract clauses required to be included or incorporated by reference or operation of applicable law in the Order.