

## TERMS AND CONDITIONS

1. Suitable packing has to be done for all dispatches our office to ensure that the contents do not get damaged/deteriorated during the invoice, if applicable.

2. Materials must be dispatched within the time specified in this order as otherwise we will be at liberty to cancel this order.

3. 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.

4. Invoice and Way Bill must be dispatched at the same time as goods.

5. Goods delivered in excess of the quantities ordered by the Company will not be accepted and all charges in respect of the same be at the risk and responsibility of the supplier.

6. 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 undertakes to indemnify and keep the Company indemnified demands and expenses resulting from any actual or alleged demands and expenses resulting from any actual or alleged infringement or undertakes at his own expense to defend or assist in the defence or any suitor action that may be brought against the Company in this connection.

7. 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 part with such drawings to any third party without the written consent of the Company.

8. In case of dispute regarding this contract for any reason, the courts in Bangalore alone shall be the jurisdiction.

9. 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.

10. Wherever the Company has agreed to supplies through Bank, no overdue interest & no bank charges will be accepted.

11. 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 us for any delay/postponement of supply, which is confirmed by us.

12. a) Name & Address of Buyer: KENNAMETAL SHARED SERVICES PRIVATE LIMITED

Unit 03,04,05 &06, 5th Floor, Navigator Building,  
ITPB, Whitefield Road, Bangalore - 560 066  
Phone : +91-80-40238411, Fax : +91-80-41300909.

b) Permanent Income Tax No. AACCK5469L

13. 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.