



SASMOS

SASMOS HET Technologies Limited

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Acceptance & Modification

- This Purchase Order is for the purchase of goods, services, or both as described on the face of this document (collectively, "Goods") and is issued by the SASMOS HET Technologies Ltd. .
- **This Purchase Order is deemed accepted when Supplier returns the acknowledgment copy of this Purchase Order or begins performing, whichever is earlier.** In case there is no response received within 1 week of transmitting the Purchase Order, the Purchase Order is deemed to have been accepted.
- SASMOS rejects any additional or inconsistent terms and conditions offered by Supplier at any time. **Any reference to Supplier's quotation, bid, or proposal does not imply acceptance of any term, condition, or instruction contained in that document.** No course of prior dealing or usage of the trade may modify, supplement, or explain any terms used in this Purchase Order. These terms and conditions together with the specifications, drawings, or other documents referred to on the face of the Purchase Order, or attached, or any documents incorporated by reference, supersede any prior or contemporaneous communications, representations, promises, or negotiations, whether oral or written, respecting the subject matter of this Purchase Order. All contract documents related to this Purchase Order are interpreted together as one agreement. No change to or modification of this Purchase Order will be binding upon SASMOS unless in writing, specifically identifying that it amends this Purchase Order, and signed, or approved electronically, by an authorized procurement representative of SASMOS. If Supplier becomes aware of any ambiguities, issues, or discrepancies between this Purchase Order and any specification, design, or other technical requirement applicable to this Purchase Order, Supplier will immediately submit the matter to SASMOS for resolution. Each party represents that it is duly organized and authorized to perform all obligations under this Purchase Order.

2. Delivery, Shipment and Packaging

- **Supplier will deliver Goods in the quantities and on the date(s) specified on the Purchase Order or Purchase Order schedule releases.** If delivery dates are not stated, Supplier will offer its best delivery date(s), which will be subject to acceptance by SASMOS. SASMOS's acceptance of Suppliers notice will not constitute a waiver of any supplier obligations. If the delivery schedule is endangered for any reason other than SASMOS's fault, then Supplier will, at its expense, deliver Goods by the most expeditious shipping method.
- **SASMOS reserves the right to reject, at no expense to SASMOS, all or any part of any delivery that varies from the quantity authorized by SASMOS for shipment. Any excess quantity shipped beyond the PO scheduled quantity will not be accounted as received nor will it be considered for payment. Such items, if any shipped in excess SASMOS PO scheduled quantity may be collected by the supplier from our premises at his expense within a maximum timespan of 48 hours of receipt of goods at SASMOS. SASMOS does not take any responsibility to safeguard these excess quantities after this stipulated period.**
- Supplier will not make any substitutions without SASMOS's prior written approval. All items will be packaged according to SASMOS's instructions or, if none, according to good commercial practice in a manner sufficient to ensure receipt in an undamaged condition. The product has to be Airworthy or Seaworthy as requested in the Purchase Order. Items shipped in advance of SASMOS's delivery schedule may be returned at Supplier's expense.
- **Supplier is required to mention SASMOS Part no., Purchase Order no. & PO line no. in supplier's invoice against each item.**
- **Supplies against two or more SASMOS Purchase Order should not be clubbed under a single invoice. Shipment against every SASMOS Purchase Order is to be made under separate Invoices only.**
- **Supplier will provide a notification for shipment in advance of 72 hours and obtain the confirmation from SASMOS before handing over the consignment to a carrier for transporting the goods**
- **For any quantity received short in the consignment, the supplier is liable to bear the charges incurred for the same**

3. Notice of Delay

- Supplier must immediately notify SASMOS in writing with all information relating to any delay or threatened delay of the timely performance of this Purchase Order.

4. Liquidity Damages

- **If the Supplier fails to deliver as per the Confirmed schedules mentioned in the PO, SASMOS has rights to invoke liquidity damages clause.**
- **Should the supplier fail to deliver the material or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5% of the confirmed schedule value per week to a maximum of 10%.**
- Any Liquidity Damages claimed by our customer due to products supplied by our supplier will be charged back to our component/services supplier.

5. Price

- Supplier will furnish the Goods at the prices stated on the face of the Purchase Order. To the extent SASMOS has not received from Supplier all applicable forms regarding compliance with applicable tax law, SASMOS reserves the right to deduct from any payment to Supplier pursuant to this Purchase Order those amounts that SASMOS, in its sole discretion, deems to be required to be withheld in order to comply with the tax laws of any applicable jurisdiction.

6. Quality Assurance Requirements

- **COC: All material supplied by must be certified for conformance to relevant standards/ specifications. It is Mandatory for the Certificate of Conformance (COC) to be sent with all shipments. If the COC is not received along with the shipment, the lot will not be accepted in our ERP system and the payment cycle will start only after the COC is received. For advance payment if any, COC is a pre-requisite along with the Proforma Invoice for effecting advance payment.**
- Traceability: All material must be traceable to supplier's batch / invoice number.
- Record retention: Retention period is based on Project specific & SASMOS's Customer specific Requirement. Unless otherwise specified in SASMOS PO, it is deemed to be 8 years. In case the retention period is specified in SASMOS PO, this overrides the standard retention period of 8 years. In case SASMOS does not receive any confirmation with in 7days from date of PO receipt, We consider it as your acceptance for said requirement. Following records are required to maintain as a minimum:
 1. Purchase records along with traceability
 2. Manufacturer test and special process control records
 3. Process validation records for special processes
 4. Calibration records of related Inspection, test and Measuring Equipment
 5. Non-conformance and corrective action reports



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- Right of audit: SASMOS reserves the right to audit your and your manufacturer's facility, upon advance information.
- Right of Access: You are required to provide access to SASMOS and its customers and/ or regulatory authorities to all your facilities and all applicable records.
- All applicable requirements for the Suppliers must be passed down to sub tier suppliers, including key characteristics where required.
- Work instruction for special process to be approved by SASMOS & also displayed and referred at place of production.
- Quality Alert: If non conformity is found after delivery of product & supplier is required to notify SASMOS within 24hrs of such finding.

7. Inspection

- All Goods may be inspected and tested by SASMOS, its customers, higher-tier contractors, and end users at all reasonable times and places. If an inspection or a testing is made on Supplier's premises, Supplier will provide, without charge, all reasonable facilities and assistance required for the inspection and tests. All inspection and testing records, including sub-tier supplier records relating to the Goods, will be maintained by Supplier and made available to SASMOS during the performance of this Purchase Order, and for such longer periods if specified by SASMOS.
- Final inspection and acceptance by SASMOS will be at destination unless otherwise specified in this Purchase Order. **SASMOS may inspect all or a sample of Goods, at its option, and may reject all or any portion of the Goods if SASMOS determines them to be defective or nonconforming within one year of delivery. If SASMOS performs any inspection (other than the standard inspection) after discovering defective or nonconforming Goods, any additional inspection costs will be paid by Supplier.** No inspection, tests, approval, design approval, or acceptance of the Goods relieves Supplier from responsibility for warranty or any latent or patent defects, fraud, or negligence. If Goods are defective or nonconforming, **SASMOS may, by written notice to Supplier rescind this Purchase Order as to the Goods; accept the Goods at an equitable reduction in price; or reject the Goods and require the delivery of replacements.**
- **Delivery of replacements will be accompanied by a written notice specifying that such Goods are replacements. If Supplier fails to deliver replacements promptly as per dates communicated in writing by authorized SASMOS personnel, SASMOS may correct any retained defective or nonconforming Goods at Supplier's expense; replace them with Goods from another supplier and charge the Supplier the cost thereof, including cover, and any incidental costs; or terminate this Purchase Order for cause.**

8. Ownership

- SASMOS HET Technologies Ltd. will be the exclusive owner of all the goods / deliverables and services.
- Supplier irrevocably assigns and transfers SASMOS HET Technologies Ltd. all the worldwide right and title-to, and interest in the goods /deliverables including all associated intellectual property rights specifically developed for SASMOS.
- All fixtures / jigs tools specifically developed for this order, shall be property of SASMOS and shall be returned to SASMOS once the order is completed.

9. Setoff

- SASMOS may deduct any amount owing from Supplier to SASMOS as a set off against any amount owing to Supplier under this Purchase Order.

10. Changes

- SASMOS may, by written or electronic notification, direct changes in the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Goods; reschedule the services; or require additional or diminished services. Only authorized SASMOS procurement representatives may issue changes to the Purchase Order.
- If any change causes an increase or decrease in the cost of, or the time required for, performing this Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates or both, and this Purchase Order will be modified in writing or electronically accordingly. Any claim for adjustment under this provision may, at SASMOS's option, be deemed to be waived unless asserted in writing (including the amount of the claim) and delivered to SASMOS within 30 days from the date of the receipt by Supplier of the SASMOS-directed change to the Purchase Order.
- Notwithstanding any disagreement between the parties regarding the impact of a change, Supplier will proceed diligently with its performance under this Purchase Order pending resolution of the disagreement.

11. Design and Process Changes

- Supplier will make no changes to the design, materials, manufacturing location, manufacturing equipment, production process, changes between a manual and automated process, or any other processes related to the Goods specified in the Purchase Order or documents referenced in it, or if none, those in place when the Purchase Order is issued, without the advance written approval of SASMOS's procurement representative. This requirement applies whether or not the change affects costs and regardless of the type of change, including product improvements.

12. Stop Work

- At any time by written notice and at no cost, SASMOS may require Supplier to stop all or any part of the work under this Purchase Order for up to 120 days (Stop Work Order), and for any further period as mutually agreed. Immediately upon receipt of a Stop-Work Order, Supplier will comply with its terms. At any time SASMOS may, in whole or in part, either cancel the Stop Work Order or terminate the work under this Purchase Order. To the extent the Stop Work Order is canceled or expires, Supplier must immediately resume work.

13. Cancellation

- This PO may be terminated or suspended by SASMOS in whole or in part. SMHET is obliged to pick the material only for confirmed schedule quantity.

14. Cessation of Production

- If production of any Goods is to be discontinued or suspended within 1 year after final delivery under this Purchase Order, Supplier must give SASMOS as much prior written notice as commercially reasonable of the discontinuance or suspension. For at least 180 days from the discontinuance or suspension, Supplier must accept orders from SASMOS for the Good at the price and on the terms of this Purchase Order.



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15. Confidentiality and Intellectual Property

- All information, including without limitation specifications, samples, drawings, materials, know-how, designs, processes, and other technical, business, or financial information, that: (a) has been or will be supplied to Supplier by or on behalf of SASMOS; or (b) Supplier will design, develop, or create in connection with this Purchase Order; as to individual items or a combination of components or both, and whether or not completed, and all derivatives of (a) and (b) that Supplier has or will design, develop or create are deemed to be "Confidential Information" of SASMOS. All Confidential Information is work made for hire and made in the course of services rendered. All rights to it belong exclusively to SASMOS, with SASMOS having the sole right to obtain, hold, and renew, in its own name or for its own benefit, patents, copyrights, registrations, or other appropriate protection. To the extent that exclusive title or ownership rights in Confidential Information may not originally vest in SASMOS,
- Supplier irrevocably assigns transfers and conveys to SASMOS all right, title, and interest there in. SASMOS's Confidential Information will remain the property of SASMOS. It may not be used by Supplier for any purpose other than for performing this Purchase Order, may not be disclosed to any third party, and will be returned to SASMOS upon the earlier of SASMOS's written request or completion of the Purchase Order.
- If, with SASMOS's prior written approval, Supplier furnishes Confidential Information to a sub-tier supplier, Supplier will bind the sub-tier supplier to confidentiality requirements substantially identical to this provision and Supplier will remain responsible to SASMOS for any breach of this provision by its sub-tier suppliers. No disclosure, description or other communication of any sort will be made by Supplier to any third person of the fact of SASMOS's purchase of Goods under this Purchase Order, the terms of this Purchase Order, the substance of any discussions or negotiations concerning this Purchase Order, or either party's performance under this Purchase Order.

16. Headings and Captions

- Headings and captions are for convenience of reference only and do not alter the meaning or interpretation of any provision of this Purchase Order

17. Waiver

- Neither the course of conduct of the parties, nor a failure or delay of either party to enforce at any time any of the provisions of this Purchase Order nor a single partial waiver of rights or remedies (other than as expressly and specifically waived) will be construed to be a waiver of any provision, nor will any failure or delay prejudice the right of the party to take any action or to exercise any right or remedy to enforce any provision in the future.

18. Non- Exclusivity

- Nothing in this Purchase Order will restrict SASMOS's right to contract with any third party to provide or perform, or to provide or perform on its own behalf, services similar or identical to the services provided by Supplier pursuant to this Purchase Order.