

## TERMS &amp; CONDITIONS OF PURCHASE ORDER

**General:**

1. Any delivery of goods and services to IMAPL shall be subject to the Terms and Conditions set forth herein to the extent no other agreements have been explicitly made.
2. IMAPL, its customer and regulatory authority shall have the right to access all applicable areas of facilities and to applicable documented information, at any level of supply chain.
3. All the personnel working for this purchase order shall be aware of their contribution to product and service conformity, their contribution to product safety and importance of ethical behavior.
4. Records generated to support the product and service conformity under this PO shall be retained for 10 years, after completion of all deliveries of the PO. Approval from IMAPL shall be taken prior to disposal of these records after 10 years.
5. Any changes to processes, products or services, including changes of external providers or location of manufacture shall be notified to IMAPL and approval shall be taken.
6. Supplier shall implement a Quality management system and notify IMAPL in writing within 3 working days of any changes in QMS resulting in loss of third-party certification status.
7. The supplier working on this PO shall notify IMAPL when found non-compliant to contractual requirements, drawings, etc. Also when supplier is disapproved by a government or regulatory agency, IMAPL shall be notified.
8. If there are any escapes on product quality is detected or noticed by supplier after delivery of the shipment to IMAPL, Supplier shall notify IMAPL within 48Hrs.
9. Supplier shall notify IMAPL in writing within 90 days in advance of any sale, relocation or transfer of suppliers manufacturing operations.
10. When specified on the drawing or PO from IMAPL, Supplier shall use only sources approved by specific customers for performing special processes and procuring RM.
11. Supplier shall ensure that counterfeit work is not delivered to IMAPL.
12. Supplier shall develop, Implement and maintain Foreign Object detection and prevention program that assures delivery of products to IMAPL is free from foreign objects.
13. For items having shelf life as a requirement, upon shipment the shelf life remaining shall meet the minimum shelf life specified on the purchase order. If no shelf life is specified on the PO, 75 percent of the shelf life shall be remaining on the products when receipt at IMAPL.
14. Supplier shall establish a system to maintain product safety throughout the product realization process. The system shall assess hazards, manage risks associated, manage safety critical items, analyze and report events affecting safety, communication of these events and training of persons.
15. Payment will normally be made within 60 days after receipt of the goods in the plant or at such other place as may be specified by the company and subject to its acceptance.
16. Disputes, if any, relating to this Order shall be referred to our Management whose decision shall be final & binding on both the Parties.
17. This Order shall be governed by the Laws of Indian Union in Force. Only the Competent Courts in Bangalore shall have the Jurisdiction.
18. Supplier working on this purchase order shall provide all the required documents supporting product conformity like COC, PO, Inspection report... etc
19. All materials are subject to receiving inspection and liable for rejection if found defective.
20. Supplier shall follow the procedures, processes and equipment as agreed during development. Supplier shall inform us when there is a change in any of the above.
21. Supplier shall get the approval from IMAPL and submit process validation report and requirements for qualification of personnel performing special processes to us.
22. Supplier shall flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.

Originated Date	12 Oct 2019
Document No	IMA-GL-002

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23. Supplier shall use “Statistical Process Control” techniques for all the key characteristics identified by either IMAPL or its customers and maintain the records of control charts and Cp & Cpk values.
24. When asked supplier shall retain and provide the test specimen, master samples and related production and inspection data.
25. Supplier shall retain FAI file of all the parts developed for IMAPL for the period till part is active + one year.

THIS IS A COMPUTER-GENERATED DOCUMENT THAT DOES NOT REQUIRE A SIGNATURE.

Acknowledged and accepted by:

Name and

Designation: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

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