

	<p align="center"><u>PURCHASE ORDER TERMS & CONDITIONS</u></p>	<p>Doc No: SOPL/QSP/PU/10A</p> <p>Rev: 01</p> <p>Date: 01-03-2025</p>
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STELLAR OPTICS PVT LTD

PURCHASE ORDER TERMS & CONDITIONS

1. **ACCEPTANCE:** Your acceptance of this Purchase Order along with the Terms & Conditions should be sent to us within 2 days of Receipt of Purchase Order, in the absence of any advice to the contrary, the order will be deemed to have been accepted in full, with /terms & Conditions.
2. **DELIVERY:** The commodity ordered must be dispatched in strict accordance with the delivery schedule, failing which the STELLAR OPTICS PRIVATE LIMITED (Company) is at liberty to cancel this order in part or in full, and any loss or damage suffered by the Company will have to be made good by the supplier. In the event the advance paid if any shall be immediately, returned in full by Demand Draft payable at Chennai.
3. **DELIVERY NOTE /INVOICES:** A Delivery Note in duplicate giving full details of each consignment together with the lorry Receipt / Bill Receipt should be sent to the Company on the same day as the consignment is shipped.
4. **PACKING:** The commodity must be securely and suitably packed, it is the responsibility of the Seller to replace the Goods at free of cost, if any damages are occurred during transit:-
 - a. All material will be individually packed to avoid similar/dissimilar metal to metal contact.
 - b. All material will be individually identified with minimum type, spec and heat no.
 - c. Material should be free from all nick marks, deep scoring marks on surface.
 - d. All material to be packed in sea worthy packing to take care during transit to avoid damage during transit.
5. **EXCESS SUPPLY:** The specific quantity ordered shall not be changed without the Company's written consent. Any loss or damage which The Company may suffer on account of excess or short supply will be to the suppliers account in full.
6. **REJECTION OF GOODS:** The Company reserves the right to cancel the order in part/full and the rejection of the commodity, if on receipt the goods are found in the opinion of the Company, is damaged unsuitable or not in accordance with the contracted Quantity/Quality specification. In such instance the seller shall refund all money paid by the Company in respect of the contract including freight charges, incidentals, or the rectification charges at actual. The decision of the Company shall be binding regarding the quality of the goods supplied and their suitability.
7. **REMOVAL OF REJECTED GOODS:** All rejected material shall be removed buy the supplier at his own cost within 3 days of intimation by us of such rejection. Failing which these materials will be returned to the supplier entirely at his risk and expense. The Company shall in no case be responsible or be held liable for any damage, loss or deterioration of the rejected materials.



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8. **CANCELLATION**: The Company reserves the right to cancel or amend this order or any part thereof without assigning any reasons and without any liability for such cancellation and amendment.
9. **SECRECY**: All drawings / documents sent by the Company shall be returned. All information / drawing / Specification connected with this order shall be treated as Confidential and shall not be disclosed to any third part for reason whatsoever. No copies of our drawings shall be made without our written permission.
10. **PRICES**: The prices mentioned in the order are firm and are not subject to escalation for any reasons whatsoever.
11. **WEIGHMENT**: For the purpose of payment weight determined at our end shall be binding.
12. **GUARANTEE**: Within the Guarantee period, in case of any failure / defects of the items supplied attributable to the faulty design, material, manufacture, workmanship etc., the items shall be replaced / repaired or is liable to be rejected. In case of rejections or the inability / unwillingness of the supplier to replace or repair the goods to our satisfaction within stipulated time as specified by us, the goods will be rejected and the seller shall be obliged to return all payments received on account of this contract along with all expenses incurred by us for taxes, freight, incidentals, repair costs etc.,.
13. **INSPECTION**: The Company reserves the right to inspect stage wise, the items during manufacture before dispatch of the seller's works. Such inspection does not absolve the sellers of any liability / responsibility in respect of note 12 above.
14. **JURISDICTION**: All sum payable by the Company to the supplier or by the supplier to the Company under this contract shall be due and payable at the Companies offices. It is agreed that any suite to enforce the rights of either party under order, only be instituted in and tied in conformity with India Law and it shall be subject to the jurisdiction of the courts of Chennai, Tamilnadu, INDIA.
15. **GENERAL**: No variation in any of our technical or commercial Terms and Conditions irrespective of seller's acceptance terms will be valid without our written consent. No verbal agreements, amending the Terms & Conditions are valid unless until duly confirmed with writing by the Company.
16. **EMS / OHSAS REQUIREMENT**: As per ISO 14001 & OHSAS 18001 standards, if any material in your process / product supplied by you to our factory contains any Toxic Hazardous substance as defined in the manufacture, storage & import of Hazardous /chemicals Rule 1089, please ensure the MSDS and TREM CARDS are sent alongwith the material. If MSDS and TREM CARDS are not provided with the material, the material is liable for rejection. The supplier is responsible for any spillages or connected environmental damages during transit and the supplier shall take measures at his cost to mitigate the damages. Plastic less than 40 Microns thickness should not be used as per recycled plastic manufactures rules. Heavy metal like mercury, lead, Hexavalant Chromium should not be used. No thermocouple product shall be used. Supplier has to issue source (Material, instruments, machines etc) manual, safety instruction, product safety test certificate etc for every supply as applicable.



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17. **CERTIFICATION REQUIREMENTS:** All supplies should be accompanied with accurate required and applicable certificate including Certificate of Conformance, Calibration certificates, Raw Material certificates, Appropriate Test certificates, Master Instruments/Equipment, Traceability Certificate Copy etc. All information like installation, maintenance, etc., record manuals shall be produced with every supply as applicable.
18. **RECORDS:** Records created and retained as required by The Company shall be retained for the period specified in the PO, if not mentioned in the P.O the records should be retained. If the supplier does not have facility to store the records as per SOPL requirement, the supplier shall communicate the concerned to SOPL to make necessary arrangements. All records retained by the supplier shall be available for review by the Company, its Customers, Regulatory & Statutory Authorities at all times; including FAI documents as appropriate.
19. **TRACEABILITY:** All material supplied should be accompanied with firm label on every individual piece of material / raw material with positive identification at a minimum to the Certificate No. Supplied Batch No., the size & Part number.
20. **OTHER MANDATORY COMPLIANCE & AWARENESS ON EMPLOYEES TOWARDS:** Product safety requirements, adherence to applicable statutory and regulatory requirements, Prevention Of FOD, Counterfeit parts, obsolescence management,
21. **ETHICAL BEHAVIOR:** That supplier organization, their supply chain and their employees should aware and adopt prevention of corruption, bribing, gifts and compliments in any form, POSH- Prevention of sexual harassment in work place and protection of ours and customers confidential details like drawing, proprietary items, specification, copy right items etc.
22. **CHANGE MANAGEMENT:** Supplier to Review the Revision level of Standards and Specification pertaining to the specific OEM's as required prior to commence of processing. If there is any difference in the purchase order with respect to revision levels observed in the OEM portal, supplier to contact company for clarification. Approval should be obtained for any process change from the FAIR lot prior to implementation. Notify the organization of changes to processes, products, or services, including changes of their external providers or location of manufacture and obtain the organization's approval.
23. **OUTSOURCING/CONTROL OF SUB SUPPLIERS:** Supplier should take appropriate approval from us while outsourcing any activity outside the supplier's premises as we have to approve the source of suppliers including any special processes. It is the responsibilities of suppliers validate their supply chain special processes by cascading to our customer requirements. Also, it is responsibility of the suppliers and their supply chain to maintain the configuration and its related documents to enable traceability at all levels.
24. **ACCESSIBILITY:** We, regulatory authorities and our customer have the right of access by your Facilities and to applicable documented information, at any level of the supply chain.