

GENERAL CONDITIONS OF PURCHASE ORDER :

1. INTERPRETATION:

(a) #Buyer# means Indorama Ventures Oxides Ankleshwar Pvt. Ltd. a company incorporated under the laws of India and having its principal place of business at

Indorama Ventures Oxides Ankleshwar Private Ltd., Lighthall, B-Wing, Saki Vihar Road, Andheri (East), Mumbai - 400 072 India

(b) #Seller# means person, firm, company being the supplier/vendor assigned for this Purchase Order.

(c) #Product# means the material or products for which the order is placed with the Seller.

(d) #Conditions# means these general terms and conditions which will govern the supply of Products and Services.

(e) #Purchase Order# means the order placed by the Buyer with the Seller for the purchase of Products and Services.

(f) #Contract# means the contract for the supply of Products and Services concluded by placing a Purchase Order which is accepted by the Seller in writing.

(g) #Services# means any training, consultancy, hardware or software services or support provided by the Seller.

2. Any special conditions mentioned in the Purchase Order shall be read in conjunction with these Conditions and all other documents forming part of this Contract. Where any of these Conditions are repugnant to or at variance with any provisions of the special conditions, the special conditions relating to purchase shall be deemed to override the provisions of these Conditions and shall to the extent of such repugnancy or variance, prevail over these Conditions.

3. The Seller shall acknowledge the receipt of the Purchase Order within three days following the mailing/Email of the Purchase Order and shall confirm his acceptance of the Purchase Order in its entirety without exception. With Seller's acceptance of provisions of this Purchase Order he/it waives and considers as cancelled any of his/its own sales conditions.

4. The Conditions of this Purchase Order constitute the entire agreement and a binding Contract between the Parties hereto. Changes, if any, will be binding only if the amendments are made in writing and signed by the authorised representatives of the Buyer and Seller.

5. DELIVERY TERMS:

a) Delivery Date: Time of delivery as mentioned in the Purchase Order, shall be essence of the Contract and no variations shall be permitted, except with prior authorisation in writing from the Buyer.

b) Place of Delivery: The Products shall be delivered / dispatched strictly as per the instructions in the Purchase Order. Products shall be unloaded by the Seller or its agents and shall be kept at the right place as directed by the Buyer. All materials against Purchase Order will be accepted only between working hrs i.e. 9:00am to 4:00pm (Monday-Friday) unless otherwise specified. The Products comprised in any Purchase Order are not to be delivered or invoices in installments unless the same is specified in the Purchase Order or with the Buyer's written consent.

c) Delayed Delivery: The time and date of delivery as stipulated in the Purchase Order shall be deemed to be the essence of the Contract. In case of delay in execution of the Purchase Order beyond the date of delivery as stipulated in the Purchase Order or any extension sanctioned, the Buyer shall be at his option either:

# Accept delayed deliveries at price reduced by a sum / percentage mentioned in the Purchase Order for every week of delay or part thereof.

# Cancel the Purchase Order either in part or in full and purchase such cancelled quantities from elsewhere on account of and at the risk of the Seller without prejudice to its rights as mentioned under sub-clause 5(c)(i) above in respect of Products delivered.

d) Delays due to Force Majeure: In the event of the causes of force majeure occurring within the agreed delivery terms, the delivery date can be extended by the Buyer on receipt of application from the Seller without imposition of penalty. Only those causes which depend on the natural calamities, civil wars and national strikes which have duration of more than seven consecutive calendar days are considered the causes for force majeure. The Seller must advise the Buyer by a registered letter duly certified by the Local Chamber of Commerce or Statutory Authorities, the beginning and the end of the cause/s of delay immediately but in no case later than ten days from the beginning and end of each cause of force majeure as defined above.

e) The Products shall correspond with the description or samples or the original specification thereof in full detail and must be delivered and dispatched within the stipulated time, as the case may be, otherwise the same shall be liable to be rejected and the Seller shall be deemed to have wrongfully neglected to deliver the Products according to the Contract. The Buyer shall in that event at his discretion, be entitled to either purchase such Products from other sources on Seller's account in which case the Seller shall be liable to pay to the Buyer any difference between the price at which such Products have been purchased and the price calculated at the rate set out in this Purchase Order or to hold the Seller liable to pay the Buyer damages for non-delivery of Products for such wrongful negligence.

f) The Products should be dispatched through an authorized transport company. In case the mode of dispatch is road, sea or air an extra copy of G.C. Note / B/L or Freight note must be accompanied along with the Bill / delivery Challan (for Sales Tax Purpose). The Copy must bear the consignee name as mentioned in this Purchase Order

g) Packing: Products supplied against this Purchase Order must be suitably and properly packed. It should

6. EXAMINATION OF PRODUCTS: Acceptance of Products supplied shall be subject to final approval by the Buyer. Specimen/Machine proof should be submitted to Buyer and an approval thereto should be obtained in written before bulk production is undertaken in hand of all raw/packing materials. Irrespective of the fact that the Products are delivered to the Buyer by the Seller as per the destination specified by the Buyer and shall be dispatched as per Buyer's instructions, by rail or by road or by air. The acceptance of delivery of Products shall always be subject to detailed inspection at the Buyer's site or such other destination as specified in the Purchase Order for ascertaining whether the Products are in conformity with the Contract or not and until then in no event the Buyer shall be deemed to have accepted such Products and upon any rejection of Products in question, the Seller shall be deemed to have failed to deliver the concerned Products in accordance with the Contract. Supplies against a Purchase Order should not exceed the order quantity. The Buyer will not be obligated to pay any additional charges for any additional quantity supplied during the subsistence of this Purchase Order or Contract. Any changes to this Purchase Order Conditions should be duly acknowledged in writing, by the Seller. The title and risk in the Products shall not pass onto the Buyer until and unless the Products have been finally inspected and accepted by the Buyer.

7. REJECTION / REMOVAL OF REJECTED PRODUCTS AND REPLACEMENT: The Buyer shall undertake the inspection of the Products within 30 (thirty) days of the delivery of the Products. In the event the Products are rejected then within seven days from the receipt of the intimation from the Buyer of his rejection to accept the Products, the Seller shall remove at his own cost, risk and expense the rejected Products from the Buyer's site or such other place wherever the Products are stored. The Buyer shall not be in any way responsible for or be held liable for any loss or deterioration of the rejected Products, whatsoever, and such Products shall be at the Seller's risk entirely. The Seller shall pay to the Buyer reasonable storage charges for storing such rejected Products for a period exceeding seven days as aforesaid. Buyer reserves the right to test all Products supplied against the Purchase Order as per Buyer's specifications and test methods, and if found not acceptable, the same will be rejected. Net Weights, volume, measurement determined by Buyer shall be treated as final and binding on the Seller or his agent and the same will not be disputed at any cost. Rejected printed packaging materials will not be returned to the Seller but will be destroyed by the Buyer. All other rejected Products shall be collected by the Seller within a week from the date of intimation about rejection after which period such materials will be disposed off by the Buyer as scrap at Seller's risk. Nothing herein shall release Seller from the obligation to make full and adequate inspection of the Products sold hereunder. The Seller's manufacturing plant or such part of any manufacturing plant as may be engaged in manufacturing or furnishing the Product, together with cost records or orders placed on a time and material basis, shall with reasonable notice be subject to inspection by the Buyer.

8. BILLS / INVOICES: Each Purchase Order must be invoiced separately by the Seller and the Purchase Order number should be clearly mentioned on the invoice. If this procedure is not followed resultant payment delay could occur for reconciliation of the Purchase Order. All bills / invoices for supplies made bearing sales tax registration number of the Seller should be marked to the Accounts Department, Buyer, in triplicate duly endorsed with Purchase Order Reference Number and Date and be invariably accompanied by advice of dispatch, receipted copies of Delivery Challan, detailed packing list, Purchase Order Copy and should also be accompanied by an appropriate certificate necessary under the Sales Tax legislation. Such bills / invoices will be paid for by the Buyer as per the timelines mentioned in the Purchase Order or unless otherwise agreed and incorporated in the Purchase Order.

NOTE: Kindly follow the billing instructions carefully to enable early settlement of your dues. Disregard of the same may involve delay in such settlement. Please note to mention the following information in your bills: (1) Vendor Code Number. (2) Purchase Order No. (3) Purchase Order Item Number. (4) Material Code Number (if Any) (5) R.R No./G.C Note No./Air Freight Note No. its date and name of transporter. All information except (5) would be available in the Purchase Order sent to the Seller.

9. WARRANTY: Seller expressly warrants that all Products and Services ordered or provided hereunder shall conform in all aspects to any specification, quality, drawings, samples and other descriptions furnished to or by the Buyer and will be merchantable and free from defects, in material, design, quality and workmanship. If Buyer has furnished performance requirements for the Products purchased hereunder, Seller further warrants that such Products shall be fit and sufficient for the purposes for which Buyer intends them. In addition to other remedies the Buyer may have, Buyer may reject Products not conforming to the foregoing warranties whether or not such Products have been previously accepted by Buyer, or any prior payments have been made thereon. Seller further warrants that no law, rule, regulation, ordinance, Executive order of India, a state or local government, or any other governmental agency, including without limitation all laws, rules, regulations, ordinance and orders relative to price, price discrimination, wages, safety and compensation have been violated in the manufacture or sale of Products or in the performance of the Services covered by the Purchase Order. Seller agrees that the foregoing warranties shall survive delivery of acceptance of, and payment for the Products or Services provided hereunder and shall inure to the benefit of the Buyer and its customers.

10. CANCELLATION: The Buyer reserves his right to cancel this Purchase Order or any part thereof and shall be entitled to rescind the Contract wholly or in part in a written notice to the Seller if: (i) The Seller fails to supply the Products in accordance with the terms of the Purchase Order. (ii) The Seller goes bankrupt or goes into liquidation. (iii) The Seller fails to deliver the Products on time and / or replace the rejected Products promptly. (iv) The Seller makes general assignment for the benefit of the creditors. (v) Receiver is appointed in respect of property of the Seller. The Buyer shall also be entitled to cancel this Purchase Order without assigning any reason/s or becoming in any way liable in such cancellation, provided that in such event the Buyer shall accept the Products already manufactured in accordance with this Purchase Order and pay for the same.

11. NO ASSIGNMENT: This Purchase Order shall not be assigned to any other agency by the Seller without obtaining prior written consent of the Buyer. The Seller represents and undertakes that they are the lawful owners, having a valid title over the supplied Products against this Purchase Order and are legally entitled to transfer, sell, assign or license the said Products. The Seller represents that it has complied with all the statutory compliances in respect of the manufacture, use, transportation, installation and transfer of the Products as per this Purchase Order. In case any further compliances are necessary for transfer, sale, transportation, installation or otherwise, the same shall be the Seller's responsibility and the Seller undertakes to comply the same.

12. NON-WAIVER: Failure of the Buyer to insist upon compliance of any of the Conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein or by law, or failure to properly notify Seller in the event of breach or the acceptance or payment of any Products hereunder or approval of design shall not release the Seller and shall not be deemed a waiver of any right of the Buyer to insist upon the strict performance thereof or of any of his or their rights or remedied as to any such Products regardless of when Products are dispatched received or accepted.

13. PRICE AND PAYMENT: The prices stated in the Sellers quotation for the Products should be based on Domestic/International Incoterms and should not have any value added or other tax duty or charge which may be imposed upon the production, storage, sale, transportation of the Products. Any such tax or charge shall be to the account of the Buyer. The price quoted / Purchase Order price will remain applicable until delivery of the Products. The prices stated in Seller's quotation for Services exclude value added tax and any other tax which may be imposed on the Services. For credit supplies Seller is not entitled to interest on any unpaid invoices. No discounts will be sought for early payment. Payment date will be computed from the date of acceptance of Products or Service. Actual receipt only will be the determining factor in the scheduling of payment of invoices. All tools, dies, patterns, drawings or other equipment furnished or paid for by Buyer shall continue to be Buyer's property and subject to Buyer's disposition at any time; shall be held by Seller at its risk and replaced by Seller if lost, damaged or destroyed and shall be used exclusively in the preparation of Products ordered by the Buyer. No. payments for Products or printed packaging materials and blocks will be made unless the Blocks/Design for the particular jobs are returned to the Buyer in good condition.

14. CONFIDENTIALITY: Except to the extent required for the purposes of performing its obligations under the Contract, the Seller will not use and/or make available at any time during or after the Purchase Order execution to any third party any information and know-how relating to the business or affairs of the Buyer which is disclosed or otherwise is in its possession under or in respect of the Purchase Order, including the Contract and its subject matter. Seller shall not, without obtaining our written consent, in any manner advertise, publish, communicate or otherwise divulge the fact that the Seller has contracted to furnish the Product to the Buyer. Seller shall be responsible for matters within its control for the safe guarding of all information that is non-public, confidential or proprietary in nature regarding Buyer and the use and or application of Buyer's products that is disclosed or developed in connection with the work under this contract. Buyer shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach or threatened breach of this clause by the Seller. Such remedies shall not be deemed to be exclusive remedies of Buyer, but shall be in addition to all other remedies available at law or in equity.

15. DISPUTES AND JURISDICTION OF MUMBAI COURTS: This Contract shall be subject to the laws of India. All disputes relating to this Purchase Order or Conditions or relating to the price of the Products supplied there under or otherwise arising there from between the Seller and the Buyer shall be subject to and be referred to the Court of Competent Jurisdiction situated within the limits of Greater Mumbai. Neither the Seller nor the Buyer shall take or adopt any legal proceeding to enforce any claim against the other relating to this Purchase Order or arising there from in any Court other than the Court of Competent Jurisdiction located within the limits of Greater Mumbai.

16. INSURANCE AND INDEMNITY: Seller shall procure and maintain at all times adequate insurance against fire and other casualties covering all tools, patterns, fixtures and material supplied by Buyer to Seller and Seller's insurance shall include a clause providing that loss, if any shall be payable to Seller and Buyer as their interests may appear. When work of any description is performed in furtherance of Seller's obligation under the Purchase Order on the premises of Buyer or any of Buyer's customers, Seller agrees that such services are to be rendered by Seller as an independent contractor and Seller shall provide all safeguards and take all necessary precautions to prevent the occurrence of any accident, injury, death, or loss to any person or property and shall be solely responsible therefore. Seller will indemnify and will hold Buyer and Buyer's customers harmless from and against any and all claims, losses, damages, liabilities, fines and expenses arising out of or in any way related to the performance of the Purchase Order and the Contract based thereon. Seller will take adequate measures to ensure compliance to all associated legal requirements. Seller shall try to prevent or mitigate any damage due to environmental pollution caused directly or indirectly by performance of this Purchase Order. In such event, Supplier shall fully indemnify the Buyer against any third-party claims and penalties or fines that may arise there from. Seller agrees to indemnify and save harmless

Buyer from and against all losses, liabilities, judgments, settlements, expenses including without limitation to attorney's fees or claims based on injuries or damages to any person or property arising out of or in any way related to a) the Purchase Order b) the breach of any obligation or warranty hereunder or c) the delivery condition, use or operation of the Products or Services purchased hereunder, whether such Products are in equipment, machinery or Products sold by Buyer to third parties, and Seller agrees to and shall assume on behalf of Buyer, upon its demand ( without regard to the real or apparent merit of the said action), the defense of any court or agency actions which may be brought against the Buyer.

17. EHS: Supplier will take adequate measures to minimize adverse impacts on environment due to his activities like manufacturing, transportation and comply with all associated legal requirements. If goods include hazardous materials, the Seller represents and warrants that the Seller understands the nature of any hazards associated with the manufacture, handling, and transportation of such hazardous materials.

18. PERSONAL DETAILS: The personal details of the Seller including, name address, telephone number, e-mail address and transaction details and those of its representatives are held by the Buyer for account and order administration, for purchasing, to facilitate better communication, and for security purposes. It is the responsibility of the Seller to ensure that the personal data is accurate and updated and to inform the Buyer of any change to be made therein.

19. INTELLECTUAL PROPERTY RIGHTS: Seller warrants that the Products specified herein and their sale or use alone or in combination according to Seller's specification or recommendations, if any, will not infringe any patent copyright or trademark. In case the Products constitute patent, copyright or trademark infringement and their use is enjoined, Buyer may at its sole option, pursue any remedy or remedies available at law or in equity, including without limitation, requiring Seller to procure for Buyer the right to continue using such Products, modify them so they become non-infringing, remove them and refund the total purchase price thereof. Seller, as part of consideration of the Purchase Order and without further costs to Buyer, hereby grants Buyer, an irrevocable, non-exclusive, royalty free right and license to use, sell, manufacture and cause to be manufactured Products embodying any and all inventions and discoveries made, conceived or actually reduced to practice in connection with Seller's performance of the Purchase Order, and Seller hereby grants to Buyer a license to repair, rebuild or relocated and to have repaired, rebuilt or relocated the Products purchased by Buyer under the Purchase Order.

20. GRATUITIES: Seller has not and will not offer or give to any employees, agent or representatives of Buyer any gratuity with a view to securing business by influencing such person with respect to the terms, conditions or performance of any contract with or order from the Buyer. Any breach of this clause will be a material breach of each and every contract between Buyer and Seller.

21. LIMITATION OF BUYER'S LIABILITY: In no event shall Buyer be liable for anticipated profits or for incidental or consequential damages. Buyer's liability on any claim of any kind for any loss or damage arising out of, connected with resulting from the Purchase Order or the Contract based thereon, or from the performance or break thereof, shall in no case exceed the price allocable to the Products or Services or unit thereof which gives rise to the claim. Any action resulting from any breach as to the Products or Services delivered hereunder must be commenced within one year after the cause of action has accrued.

#### 22 COMPLIANCE:

Seller represents and warrants that Seller a) shall not, directly or through any third party, give, promise or offer any Bribe, or request, agree to receive or accept any Bribe, in connection with the Purchase Agreement or its dealings with Indorama; b) confirms that it is not a government official and is not affiliated with any such official; c) shall have in place adequate procedures to prevent those performing the Purchase Agreement on Seller's behalf from committing Bribery; and d) shall keep accurate and true records that are not misleading of all payments made under the Purchase Agreement or its dealings with Indorama. "Bribe" and "Bribery" shall mean any payment or transfer of value or any other payment commonly held to be improper, and any act that would breach the US Foreign Corrupt Practices Act, the UK Bribery Act or any equivalent legislation of any OECD member state or other country shall be considered a bribe.

"Purchasing Agreement" shall mean any and all purchasing contracts, agreements, purchase orders or any other purchasing relationships no matter orally or in writing (collectively referred to as the #Purchase Agreement#) between Indorama and/or its Affiliates and Seller of the Products and/or Services."

A breach of this sub-Clause (ii) by Seller shall entitle Indorama to terminate the Purchase Agreement immediately upon written notice and Supplier shall indemnify and keep Indorama indemnified against all actions, proceedings, costs, claims, demands and expenses arising from such a breach and termination.

23. MISCELLANEOUS: This Purchase Order, as the same may be amended or modified in writing, and any other document referred to herein supersedes all prior understandings, transactions and communication, or writings with respect to the matters referred to herein. When Seller has not expressly accepted this Purchase Order, Seller, by commencing work hereunder, shall be deemed to have agreed to all provisions hereof.