

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. SCHOTT Glass INDIA PRIVATE LIMITED is hereinafter termed 'The Buyer' the Person, Firm or Company supplying the goods the subject of this contract is hereinafter termed 'The Seller'. The goods the subject to this contract are hereinafter referred to "the Goods".
2. This Order, including the terms, conditions and instructions on the face of the order and herein contains the complete and final agreement. Any reference to Seller's bids or proposals shall not in any manner affect the said terms, conditions and instructions unless specifically provided to the contrary herein.
3. The Buyer will not be liable in respect of any order not given or confirmed on the Buyer's official printed Purchase Order and duly signed by an authorised representative of the Buyer.
4. This contract shall be between the Buyer and the Seller as principal dealing with principal.
5. (a) It is a condition of contract that the goods shall conform to the description and specification herein provided.
(b) In the absence of specification or sample the goods must be the best of their respective kinds and subject to the Buyers approval.
In all cases the goods shall be of good material and workmanship merchantable adapted for the purpose for which they are intended and free from any defect.
(c) The Seller shall be liable and responsible for any defect in the composition or substance of goods any defect in the workmanship or process of manufacture and in the design of goods and shall make good by free replacement or repairs, defects which under normal use appear therein which arise from any defective composition substance of goods, defective workmanship or process of manufacture of design within a period of twelve calendar months from the date of the receipt of such goods by the Buyer.
6. (a) The Buyer reserve to themselves the right to inspect the goods before despatch from the Sellers premises but such inspection shall not relieve the Seller from responsibility liability and/or such guarantees as may be arranged irrespective of inspection at Sellers' premises "the goods" are subject to Buyers' inspection and approval on arrival.
(b) The Buyer assumes no obligation whatsoever in relation to any goods delivered in excess of those specifically ordered.
7. The Buyer shall be at liberty to reject any goods under this order for discrepancies or defects either in material, workmanship or otherwise even after receipt into the Buyer's premises or other premises under the Buyer's control and the Buyer shall give to the seller notification of such rejection. The Buyer shall be entitled in that event to enforce immediate execution afresh of this order to their satisfaction. After notification of rejection has been despatched the goods not accepted will be and remain on the Buyer's premises or other premises as specified above on the account and sole risk of the Seller if the Seller does not furnish disposal instructions with regard to the rejected goods within one week from the date of intimation of rejection the Buyer may if they think fit either return the goods to the Seller or sell the said goods either publicly or privately at such prices as may be obtainable for the same at the sole risk of the Seller. Unless the rejected goods are replaced by the Seller shall be liable to refund the price in the case of goods already paid for and for all expenses in case of credit transactions the cost or freight storage charges and all other charges of whatsoever nature or paid by the Buyer in respect of rejected goods and or the replacement thereof shall be payable by the Seller to the Buyer on demand.
8. (a) All Railway receipts must be made out in the name of the Buyer and not "Self". Any extra charge in taking delivery of the consignment to "Self" will be to the Seller's account.
(b) Goods despatched by V.P.P. or documents presented through Bank against a cash payment shall not be accepted by the Buyer unless previously agreed upon in writing by the Buyer.
(c) Railway receipt or other documents of title to the goods shall be mailed to the Buyers by Registered Delivery immediately after the goods are despatched. Any demurrage or penalty charge incurred due to delayed receipt of documents of title shall be deducted from the Seller's bills at actuals.
9. (a) The time for and the date of delivery shall be deemed to be of the essence of the contract and delivery must be completed not later than the date specified in this Order. Delay in delivery of the goods shall entitle the Buyer to reject the goods and shall render the contract voidable on the part of the Buyer.
(b) Without prejudice to the Buyer's right to avoid the contract in the event of the Buyer accepting delivery after the stipulated date the Seller shall pay to the Buyer a sum equal to 2% of the contract price or as per mention in Purchase Order whichever is higher for every month or part of a month during which the delivery of the goods may be delayed alternatively, the Buyer may option purchase the goods elsewhere in which event the Seller shall pay to the Buyer on demand any loss they may suffer thereby including the difference between the cost of purchasing the goods elsewhere and the contract price. The decision of the Buyer is final in this case.
(c) In addition to Clause 9(b) & 9(c) as stated herein the Seller is also liable to pay all consequential damages to the Buyer in the event of non-fulfilment of any of the terms and conditions of the Purchase Order.
10. PATTERNS & DRAWINGS: All patterns and drawings supplied by the Buyers will remain their property and must be returned in good order and condition with the goods on the completion of the order. Any plans drawings or designs (including copied made by the Sellers) supplied by the Buyers in pursuance of the order shall remain the property of the Buyers and any information derived there from or otherwise communicated to the Seller in connection with the order shall be regarded by the Seller as secret and confidential and shall not, without the consent in writing of the Buyers be published or disclosed, to any third party or made use of by the Seller, except for the purpose of implementing the order.
11. SUB-CONTRACT: Seller agrees not to disclose any data, design drawings specification and other information to others except for the purpose of this contract and under similar restrictions as specified elsewhere in the contract. The Seller further agrees not to sub-contract any part of the goods to any other person, firm or company without the specific consent in the writing of the Buyer, except for purchasing standard parts or components available in the market.
12. INDEMNITY: The Seller shall indemnify the Buyers against all claims for royalties, damages or other losses due to the use of patented apparatus, devices or processes embodied in the goods.
13. All bills shall be submitted in TRIPLICATE with Sales Tax registration number and appropriate registration numbers/certificates where ever necessary and shall be duly endorsed with the Purchase Order number and date. Payment will be made based on the agreed payment terms mention in the purchase order. Earlier payments may be considered by the Buyers if the Seller offers cash discount at the time of accepting the orders.
14. PACKING NOTES: The Seller shall submit packing Notes in duplicate with a third copy inside the package and submit Test Certificates along with the above, wherever applicable.
15. Price quoted is firm and no change would be permissible during the pendency of this Contract.
16. The Buyer shall be under no liability or responsibility for failure to accept deliveries of the goods hereunder or any delay in the acceptance of deliveries when such failure or delay is due to an act of God, fire, earthquake, floods, strikes, lockouts, labour troubles, transportation, embargoes, government decrees, imminence or incidence of for the existence of any state of emergency or war (whether India is belligerent or not) imposition of sanction and/or the taking by any government of any measures whatsoever which renders impossible or impracticable or unsafe for the Buyer to fulfil its obligations or any other cause or circumstances of whatsoever nature beyond the control of the Buyer.
17. All the goods must be shipped at the most advantageous rates by the Seller and any extra expenses incurred will be charged to the seller.
18. No charge will be allowed by the Buyer for cartage or packing unless agreed upon before hand.
19. Any waiver of or exception to the above enumerated conditions or any special terms or provisions relating to this order to be valid must be agreed to in writing by the Buyer. Anything written by the Seller in any language on this contract which has the effect of varying, amending, adding to or altering these conditions, in any matter whatsoever shall be treated as if it had not been so written and shall not under any circumstances be construed as forming part of the terms and condition signed by the Buyer's authorised representative.
20. Any notice or other documents to be served on the Seller by the Buyer shall be deemed to be validly served if sent by ordinary prepaid post to the last known address of the Seller.
21. All sums payable by the Buyers to the Seller or by the Seller to the Buyer shall be Paid to the registered Bank account (preferably through online transfer).
22. The parties agree that any suit to enforce the rights of either party under or in respect of this contract shall be instituted in and tried by the courts of competent jurisdiction in Mumbai and the seller expressly agrees to submit to the jurisdiction of such courts.
23. The Seller will indemnify and save harmless the Buyers. Its officers, employees, agents and representatives from and against any and all demands of every nature and kind arising out of injury to or death of or any subcontractor of the Seller while in on or near the premises for the Buyers. However such injury at death may be caused whether caused or alleged to be caused by the negligence of the Buyer or its agents, the conditions of the premises or otherwise. The Buyer after such demand may withhold from any amounts at any time payable such sums or sum and for such periods at the Buyer may deem necessary to protect itself against possible loss or expense from or in connection with any such demand.
24. The Seller shall indemnify and save the Buyer harmless against any and all liens and encumbrances arising out of or in relation to the execution of this Order.
25. The Seller agrees and undertaking to Company with all laws rules and regulations relating to the proper conduct of his business for the time being in force including those pertaining to workmen's compensation and if required by the Buyer to furnish the buyer on demand with a certificate of compliance in that behalf.

SCHOTT Anti-Corruption Guideline

Prohibition of Active Corruption

SCHOTT prohibits making an offer, promise or grant of any personal benefits to domestic and foreign public officials. SCHOTT also prohibits the offer, promise or grant of any undue personal benefits to any domestic or foreign employees or representatives of companies.

Prohibition of Passive Corruption

No SCHOTT employee may use his/her official position to ask for, obtain or be promised advantages for himself/herself or for persons associated with him/her (e.g. spouses, relatives, friends) from current and potential business partners. In particular, SCHOTT employees must not request or accept favours from suppliers in return for the award of contracts or a different behaviour or omission.

Consequences of Violations

Violations of this Guideline will not be tolerated and may result into legal actions.

SCHOTT requires all its employees to report violations and values these contributions, even if the reporting employee could have been involved in the incident.

SCHOTT Code of Conduct for Suppliers

This Guideline forms as a more detailed description of what SCHOTT demands from every supplier with view to Anti-Corruption measures as laid out in the attached [SCHOTT Code of Conduct for Suppliers](#). For avoidance of doubt, all provisions of said Code of Conduct for Suppliers apply to the business relationship between SCHOTT and the supplier in addition to this Guideline.



Georg Sparschuh
President SCHOTT Glass India Pvt. Ltd.



SCHOTT
glass made of ideas

Code of Conduct
for Suppliers

Preamble

The responsibility for its employees, the social responsibility and the perception of the natural environment, and its richness as exhaustible resources for human use are the basic principles that determine and govern the business activities of SCHOTT.

SCHOTT expects from its suppliers that they share the above values and principles which SCHOTT has defined for itself in terms of its corporate responsibility, and comply with all applicable laws and regulations. Therefore, this Supplier Code of Conduct defines the minimum requirements each Supplier must comply with in order to meet this obligation.

Proper Conduct

It is a basic principle of SCHOTT to follow all applicable laws and regulations. SCHOTT expects the same commitment from its Suppliers. Violations of the law must be avoided without exceptions.

Interactions with Employees

The personal dignity, privacy and personal rights of each individual must be respected by the Supplier at all times.

The Supplier must not harass, discriminate against, or disadvantage anybody because of race, skin color, nationality, descent, gender, faith or religion, sexual orientation, political view, age, physical constitution or appearance.

The declaration of principles of the International Labor Organization (ILO) concerning multinational enterprises and social policy of 1977 as well as ILO's declaration on fundamental principles and rights at work of 1998 has to be honored. Accordingly, the Supplier ensures

- that he does not employ workers under the age of 15¹;
- to refuse to employ or make anyone work against his will;
- to guarantee the applicable national statutory minimum wage;
- to comply with the maximum number of working hours laid down in the applicable laws; and
- the right of his employees to be represented by trade unions and other legally recognized employee organizations is recognized and respected within the framework of the applicable laws and regulations.

Fair Competition

The Supplier is obligated to live by the rules of fair competition. Business must be conducted in compliance with all applicable antitrust laws and provisions, rules and regulations. In particular, no anticompetitive agreements, such as setting prices, discussing tenders, specifying limitations in production or production quotas or allocating markets among competitors by customers, suppliers, sales territories or industries, may be made or implemented between competitors.

The Supplier must not tolerate any form of corruption or bribery. He commits himself to implement adequate measures² to prevent corruption in order to ensure that his employees both neither offer, promise or grant undue advantages³ in connection with a business activity nor use their position or influence to demand, accept, guarantee or accept guarantees of personal advantages.

¹ In those countries subject to the developing country exception of the ILO Convention 138, to employ no workers under the age of 14.

² E.g. through transparency, integrity and sustainable leadership and controls within the company.

³ E.g. payments of money, gifts or other favors and services.

Safety, Health and Environment

SCHOTT demands that the Supplier sets high standards with regard to the sustainability of its actions regarding those topics.

The job environment must meet the requirements of a health oriented organization. This includes controlling hazards and taking the best reasonably possible precautionary measures against accidents and occupational diseases, providing training and ensuring that employees are educated in health and safety issues, as the maintenance and constant improvement of standards by way of a reasonable occupational health & safety management system.

The Supplier adequately contributes to the protection of the environment and the natural resources. He has to act in an environmentally friendly way, to comply with the applicable statutory and international standards regarding environmental protection and work constantly on improving the ecological balance. To accomplish this, the Supplier should set up or use a reasonable environmental management system.

Supply chain

In his own supply chain, the Supplier shall use reasonable efforts to promote compliance with the principles of this Code of Conduct.

Monitoring Compliance and Consequences of Violations

The Supplier confirms that SCHOTT may demand once every year either – subject to the choice of the Supplier –

- a written self-assessment on a questionnaire prepared by SCHOTT or
- a written report describing the measures used by the Supplier to ensure compliance with the Code of Conduct.

Furthermore, SCHOTT and its representatives as well as a third party appointed by SCHOTT and acceptable to the Supplier are entitled (but not obliged) to monitor compliance with this Code of Conduct; also on the premises of the Supplier.

Such monitoring measures are subject to SCHOTT providing the Supplier with a written notification in advance, can only take place during regular business hours and must adhere to applicable data privacy laws. Additionally, they will neither unreasonably interfere with the business operations of the Supplier nor any of his non-disclosure agreements with third parties.

The Supplier is obliged to reasonably assist SCHOTT with conducting the monitoring measures and to bear his costs associated with the measures. SCHOTT in turn will bear its costs.

If the Code of Conduct is violated, the Supplier will receive a reasonable period to remedy the breach occurred.

In case of a serious violation or if no measures are conducted within the remediation period, SCHOTT has the right to terminate the supplier relationship immediately without giving any further notice.