GENERAL PURCHASE CONDITIONS

SRI BALAJI STEELS AND ITS AFFILIATED COMPANIES

1. Definitions

In these terms and conditions, the following terms are defined as stated below:

''Customer'': the party/parties referred to in the heading of these conditions;

''Supplier'': (legal) person who sells goods and/or services to the Customer or conducts negotiations to that end;

''Agreement'': agreement (to be) entered into with the Customer, including offers and orders related to it;

''The parties'': Customer and Supplier;

''Performance'': the delivery of goods and/or services in accordance with an Agreement and the regulations, (safety) instructions, specifications and suchlike applicable to it;

''Conformation of Order'': a written confirmation of the Agreement, or a part thereof, from theCustomer;

''Price'': price payable by the Customer tor a performance.

2. Applicability

These conditions are applicable to all Agreements concluded between the Parties. The General Termsand Conditions of the Supplier do not apply. Stipulations varying from and additions to these conditions can only be agreed on in writing.

3. Agreement

The Confirmation of Order serves as full evidence of the Agreement between the Parties.

4. Price and payment

The Price is fixed, unless the possibility of review has been agreed in writing. The Price is exclusive of GST and based on Delivery Duty Paid (DOP) delivery conditions to the agreed place of delivery.
Payment of the Price must be made within 30 days of receiving the invoice, unless otherwise agreedin writing and provided that the invoice and all corresponding documents such as weigh and test certificates have been received and approved of by the Customer. The Customer is entitled to suspend payment of the Price until he has approved of the Performance in

accordance with theprovisions referred to in article 6 of these conditions. Payment of the Price discharges the Customer of all his obligations towards the Supplier in relation to the Performance. Payment of the Price does not serve as an acknowledgement by the Customer that the Performance is proper. The Customer is entitled to set off the Price with any monies owed by the Supplier to the Customer. The Supplier is not entitled to setoff.

5. Delivery

The Agreement is subject to the INCO-terms 2000 of the International Chamber of Commerce, and MSME Chamber of commerce and Industry of India Delivery Duty Paid (DOP) to the place of delivery referred to in the Confirmation of Order. Delivery is made in accordance with the Confirmation of Order, except in the event of force majeure on the part of the Supplier or Customer. If either Party becomes the subject of a situation of force majeure, he shall notify the otherParty thereof as soon as possible. If the Supplier fails to fulfil his obligations by virtue of the Agreement, or fails to do so properly, he shall be liable to pay the Customer all direct and indirect damage suffered asa result, including all (extra)judicial costs, except in the event of force majeure. The Supplier is obliged to guide the transport of the goods to be delivered by means of the required (transport) documents, which documents demonstrate at least the following:

- the identity of theSupplier;
- the weight of the goods delivered;
- the composition and description of the goods delivered;
- the place of origin of the goods delivered;
- the place of destination.

The Supplier is obliged to timely forward to the Customer the aforesaid documents and documents fortransit, cross-border traffic and the environment, in accordance with the relevant regulations. With regard to quantities agreed, a deviation of +/- 5% in the stated quantity of iron scrap is allowed if preceded by the indication 'approximately' or 'approx.' and 2% in the event of non-iron scrap. The calculation of the Price is based on the net weight of the delivery established by the Customer and statedin the weighing document. Insofar as this net weight has been established by the Customer and is less than the net weight stated in the transport documents, the Customer, in the event of a difference of lessthan 1% for iron scrap deliveries and less than 0.2% for non-iron scrap deliveries, shall be credited by the Supplier on the basis of the information in the weighing document of the Customer. If the difference ismore than stated above, the Supplier, after immediate protest, shall be entitled to arrange for the delivery to be weighed by an independent third party, after which the Price shall be calculated in accordance with that weight. Insofar as this net weight has been established by the Customer and exceeds the net weight stated in the transport documents, the Customer is entitled to act as followingin respect of the delivery inexcess:

- accept it at a price to be calculated in accordance with the Agreement;
- accept it at the related, current LME price;
- refuse it.

In the event of (foreseeable) circumstances as a result of which the Supplier is or shall be unable to (timely)deliver or deliver in accordance with the Agreement, the Supplier must immediately notify the Customer thereof, stating all relevant details.

6. Quality and inspection

Inspection, testing and/or sampling can be carried out during or after the delivery, in a manner commonly accepted in the sector, by persons or bodies appointed by the Customer to that end. To this end, the supplier must grant access to the locations where the goods are manufactured or stored, render his assistance to the desired inspection, tests and sampling and provide the necessary documentation and information, at his expense. The costs of the inspection and/or tests shall be at the expense of the Supplier. The inspection does not discharge the Supplier from his obligations to deliver in accordance with the Agreement, nor does it exclude subsequent rejection. Liability of the Supplier due to defects in the goods delivered remains in force, even if these defects do not manifest themselves until processing, onward delivery or use of the goods. In the event of rejection, the Customer shall notify the Supplier thereof, stating the reasons. Without prejudice to the right of the Customer to (fully or partly) terminate the Agreement, the Supplier is obliged to repair and/or replace the (fully or partly) rejected goods within a reasonable term set by the Customer, if so requested. The costs and possible damage as a result thereof shall be at the expense of the Supplier. If the Supplier is unable to repair and/or replace the relevant goodswithin the set term, the Customer is entitled to take measures at the expense and risk of the Supplier.

7. Warranty

The Supplier guarantees:
that the goods delivered are entirely in accordance with the specifications, dimensions, weights and quantities given and the goods delivered do not contain:

- explosive and inflammablesubstances;
- material with inclusion of air or moist;
- chemica! pollutions;
- nuclear contamination;
- undesirable metals or non-metal elements, as well as other undesirable attachments such assoil, etc.;
- substances that forma hazard to publichealth.

The Customer has the right to reject, if the Customer knows or suspects that one or more of the aforesaid pollutions are present. The Supplier is obliged to take possession of and remove the relevant goods at his expense and risk. The Supplier is liable for any injury to persons and property as a result of the presence of the aforesaid pollution. The Supplier shall take out adequate insurance against the liability referred to above and, if so desired, allow the Customer to inspect the policy.

8. Transfer of ownership

Ownership of the goods delivered is transferred to the Customer from the moment he approves of the delivery. Until then, the goods remain at the risk of the Supplier.

9. No transfer of rights and obligations

The supplier is not entitled to transfer his rights and obligations ensuing from an Agreement toa third party or arrange for these to be taken over by a third party.

10. Applicable law, dispute resolution

This Agreement is governed solely by The India constitution of law . The United Nations Convention on Contracts for the International Sale of Goods (the Vienna Sales Convention) is not applicable. Disputes arising in relation to this agreement, including disputes about the existence and validity thereof, shall exclusively be settled by the District Court of Tiruppur.

TONS OF QUALITY

SRI BALAJI STEELS
Kunnathur,
Tirupur, TN