



**ADDENDUM TO
DAYCO GLOBAL TERMS AND CONDITIONS OF PURCHASE
FOR DAYCO IN INDIA**

For all Orders issued by Dayco affiliates, subsidiaries or divisions domiciled in India, including Dayco Power Transmission Pvt. Ltd / Dayco Engine Systems Pvt. Ltd, the Global Terms are amended as follows:

- Immediately after Section A.3 of the Global Terms, the following A.4 shall be inserted:
4. Such terms and conditions as are set out in the Order i.e. the Global Terms and Conditions of Purchase and in any sample, pattern, specification, plan, design, drawing or other document referred to in the Order, or otherwise advised by the Purchaser to the Seller in writing together with any amendment thereto shall be the only terms and conditions which govern the contract and no other terms and conditions shall have any affect in relation to the contract.

- Immediately following the last sentence of C.3 of the Global Terms, the following sentence shall be added to C.3:
If the Items fail to confirm to specifications established for such items by the terms of this contract the Purchaser may, at his sole option and discretion, return the Items at Seller's cost, risk and expense.

- Section F of the Global Terms shall be replaced with the following:
In order to confirm the acceptance and adherence to the terms and conditions imposed by the Purchaser, the Seller shall, itself or through an authorized representative, sign the Global Terms or such other terms that may be proposed by the Purchaser, and deliver the signed document to the Purchaser (i) in person or by courier; and (ii) through email or fax. Any acceptance of the Order is limited to acceptance of the express terms contained in the Order, as well as the Additional Purchase Order Terms and Conditions, as defined herein. In case of additional or amended terms of the Order, the Seller will confirm to the Purchaser in writing unqualified acceptance of the terms and conditions or any amendment thereto; and such confirmation shall be signed by an authorized representative of the Seller. Within seven (7) days of receipt of the contract, the acceptance shall be given by the Seller by means of email or fax and original by courier. Acceptance shall constitute an undertaking by the Seller to effect delivery of the Items in accordance with the terms and conditions of the contract and Order. Seller acknowledges that a request for quotation issued by Purchaser and a quotation issued by Seller are not offers. Any and all terms on Seller's quotation or any other form of communication or documentation provided by Seller or any attempt by Seller to vary any of the terms of the Order in any manner shall be deemed material, are objected to and rejected by Purchaser, and shall not become part of the Order and shall not be binding without Purchaser's written consent.



- Section K.1(d) of the Global Terms shall be replaced with the following:

Seller will immediately return Purchaser's Property to Purchaser upon request or on expiry or termination of the Order, and Purchaser may retake immediate possession of Purchaser's Property and other property of Purchaser or its customers at any time, with or without cause and without payment of any kind unless otherwise provided herein. As requested by Purchaser and at Purchaser's expense, Seller will either: (1) release the requested Property and other property to Purchaser F.C.A. Seller's plant (Incoterms 2010), properly packed and marked in accordance with the requirements of Purchaser's carrier; or (2) deliver the requested Property and other property to a location designated by Purchaser, without any delay, demur or demand. If the return or recovery of Purchaser's Property or other property renders Seller unable to produce an Item, the return or recovery will be deemed a termination of the Order with respect to that Item pursuant to Section H hereof. Seller affirmatively waives any liens, whether based in statute or common law, that Seller might otherwise have on any Purchaser's Property.

- Section T.3 of the Global Terms shall be replaced with the following:

3. Governing Law and Settlement of Disputes: The rights and obligations of the parties hereto shall not be governed by the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the related Convention on the Limitation Period in the International Sale of Goods rather the rights and obligations shall be governed by and interpreted in accordance with Indian law including, but not limited to, the Indian Contract Act 1872 and the Sales of Goods Act 1930. Any and all disputes brought by Seller against Purchaser arising from or in connection with the Order and the terms and conditions hereof shall be exclusively brought in the Courts of Gurgaon only. Purchaser may bring suit against Seller in any court having jurisdiction over Seller.

- Section U of the Global Terms shall be replaced with the following:

Under no circumstances shall Purchaser be directly liable to or indemnify Seller for anticipated profits or for incidental, consequential or exemplary damages or attorney fees claimed by Seller or claimed by a third party against Seller. Purchaser's sole liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from the Order or from the performance or breach hereof shall in no case exceed the price allocable to the Item thereof, which gives rise to the claim. Purchaser shall not be liable for penalties of any description. Any action resulting from any breach or wrongdoing on the part of Purchaser must be commenced within three year after the cause of action has accrued.

- Section X of the Global Terms shall be replaced with the following:

All claims for money due or to become due from Purchaser shall be subject to deduction or set-off by the Purchaser by reason of any counterclaim arising out of this or any other transaction with Seller.

Signature

By executing this Addendum, the Seller represents to be aware of and bound by the contents of the Global Terms as amended by this Addendum.



The Seller (Full name of the Seller entity):

Name: _____

Title: _____

Signature: _____