

**Allison Transmission India Private Limited, Chennai**  
**GENERAL TERMS AND CONDITIONS OF SALE**

ALLISON TRANSMISSION INDIA PRIVATE LIMITED'S ACCEPTANCE OF BUYER'S PURCHASE ORDER IS EXPRESSLY CONDITIONED ON THE BUYER'S ASSENT TO AND ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS

The terms "purchase order" or "order" for the purposes of these Terms and Conditions of Sale (hereinafter "Agreement") include the term "Request for Quotation", as appropriate. The following are the terms and conditions on which Allison Transmission India Private Limited ("Seller") will sell its products to any person or entity ("Buyer"). Receipt of this Agreement by Buyer without prompt written objection thereto shall constitute an acceptance of this Agreement by Buyer. This Agreement supersedes all written or printed terms set forth in any purchase order issued by Buyer. This Agreement supersedes all prior written understandings, assurances and offers. No reference herein to Buyer's purchase order shall in any way incorporate different or additional terms or conditions which are hereby objected to. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify the terms and conditions of this Agreement shall be binding on Seller unless expressly accepted in writing by a duly authorized representative of Seller.

**1. PRICES AND PAYMENT:**

(a) The prices specified herein or otherwise stated, in writing, by Seller are subject to change, without notice, to prices in effect at the time of each shipment. Seller shall submit invoices to Buyer stating amounts due. Unless payment is to be made on delivery or otherwise agreed upon, Seller's invoices will be payable within 30 days of their date, without any withholding, set-off or deduction for cash discount, expenses, taxes, fees, duties, and the like. The time of payment will be of the essence. If advance payments, that may have been agreed upon, are not paid by Buyer, Seller shall be entitled to, without prejudice to Seller's rights under Agreement or under general law, adhere to or to cancel the order, and shall in both cases be entitled to claim damages. Payment shall be made in the agreed currency and in the absence of any agreement in this regard all payments for domestic sales (i.e., sale within India) shall be in Indian Rupees and all payments for export sales (i.e., sale outside India) shall be in US Dollars.

(b) The prices of products are exclusive of all applicable taxes (including without limitation, value added tax (VAT), local and central sales tax and service tax and other taxes, octroi, entry tax, charges, if any) which shall be additional. Any tax, duty, or other charges imposed by any governmental authority on the sale of products referred to in this Agreement shall be paid by Buyer, in addition to the selling price specified or agreed by Seller. Unless otherwise agreed in writing between Buyer and Seller, any and all additional charges, such as, but not limited to, freight charges, insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be the responsibility of Buyer and shall be borne by Buyer.

(c) If Buyer fails to make any payment on the due date, Seller may cancel the order or suspend any further deliveries, appropriate any payment by Buyer to such of the goods/products as Seller decides and/or charge Buyer interest on the amount for the time being unpaid at State Bank of India's prime lending rate plus 2% prevailing on the payment due date until payment in full is made. Such interest will accrue daily and be compounded monthly. Payment of the interest does not release Buyer from its obligation to make payments on the agreed due dates or from the obligation to pay damages which might exceed the aforementioned interest rate.

(d) All prices as set out in Seller's price list are subject to change without notice and are not guaranteed against change. Printing and clerical errors made by Seller on a quotation, an acknowledgement or an invoice shall be subject to correction. In the event of a price change, orders on hand will be invoiced at prices effective at date of order receipt. All prices quoted for specific supplies, in writing, by Seller are only valid for acceptance and placement of order within a fixed period as stated on the quotation. Upon request, Seller will re-quote when the acceptance period has lapsed.

**2. INSPECTION, DELIVERY, SHIPPING AND PACKING:**

(a) Inspection of products shall be done by the Buyer or its assigned representative at Buyer's facility. Inspection of products, including final inspection of completed products or in-process inspection of products, at Seller's facility is not permitted unless approved in writing by Seller in advance.

(b) Delivery schedules are based upon current production capacities, material or component availability and inventory. Seller will use reasonable efforts to meet delivery dates/schedules but all delivery dates/schedules are estimates only and may be changed by Seller, as conditions require. Seller shall not be liable for any consequences of any delay in meeting those estimated delivery dates/ schedules.

(c) Unless otherwise agreed in writing between Buyer and Seller, all products shall be sold Ex-works Seller's location, Tamil Nadu, India (EXW to the relevant term of the INCOTERMS, published by the International Chamber of Commerce (ICC), to the version current at the date of Seller's acceptance of the order, unless otherwise agreed to, in writing). Seller will charge separately for any specially arranged deliveries. All sea freight, land freight and air freight shipments will be invoiced freight forward unless otherwise agreed.

(d) Risk of loss or damage shall pass and stand transferred to Buyer upon delivery of products to the carrier at Seller's location in Tamil Nadu, India. All claims for loss or damage to products while in the care, custody or control of a carrier shall be the responsibility of Buyer, who shall submit any claims to that carrier.

(e) Shipments hereunder shall be at all times subject to the approval of Seller's Credit Department. When deemed necessary, Seller may require Buyer to provide (partial) prepayment or documentary credit before shipment of the products take place.

(f) Seller shall pack, mark, and ship the products according to its standard commercial procedures for shipment, unless the parties agree, in writing, that Seller shall comply with any special instructions provided by Buyer. Compliance with special instructions or other special services requested by Buyer and accepted by Seller may result in an increased price and will be separately charged to Buyer.

**3. RETENTION OF TITLE:** Seller expressly retains title and ownership of the products until Buyer has fulfilled all its obligations arising out of the Agreement and any other agreements entered into with Seller or any other monetary obligations Buyer has towards Seller. Until full payment has been received by Seller, Buyer in not entitled to give third parties any security interest in the products.

**4. ACCEPTANCE OF ORDERS AND PRODUCT CHANGES:**

(a) All orders are subject to approval and acceptance in writing by a duly authorized representative of Seller. The Agreement between the parties is deemed to be effective only when Seller confirms its acceptance to an order in writing. Seller reserves the right to change without notice the design of, or the process of manufacturing, the products covered by this Agreement; provided that the foregoing shall not be construed as relieving Seller from its obligation to deliver products which conform to any specifications, drawings, and prints which Seller may have furnished to Buyer.

(b) If Buyer desires product changes, Buyer shall submit a written request to Seller for consideration. Within a reasonable period thereafter, Seller shall notify Buyer of its acceptance or rejection of the proposal. Seller's failure to notify Buyer of Buyer's proposed product changes means Seller has rejected Buyer's proposal. If Buyer's request for product changes is accepted by Seller, and the product changes cause an increase or decrease in the cost of the product or the delivery schedule, Buyer shall make, in writing, an equitable adjustment in the price or delivery schedule, or both that is acceptable to the Seller.

**5. TECHNICAL INFORMATION:**

(a) All engineering designs, data and specifications provided by Seller are proprietary and shall not be disclosed or reused by Buyer without the prior written consent of Seller.

(b) Seller makes available to Buyer "Tech Data" via the Seller extranet. The "Tech Data" provides application and installation guidelines for Seller's products. These guidelines provide the minimum acceptable standards/requirements for product operation and durability under normal vocational usage. It is the responsibility of the Buyer to follow and comply with Seller's Tech Data and otherwise properly integrate the products into the overall vehicle design and performance. It is also the Buyer's responsibility to ensure that the vehicle meets all applicable government regulations and customer requirements in all operating environments to which the vehicle will be subjected.

(c) Seller also publishes Operator's Manuals and warning placards for many of its products. The Operator's Manual and placards contain important information concerning the safe and proper operation and maintenance of the products. It is the Buyer's responsibility to properly communicate this important information to the vehicle's operator or end user. While many Buyer's choose to incorporate this information into their own vehicle manuals and warnings, the Operator's Manual and placards are available from Seller upon request.

**6. WARRANTY:**

(a) Seller's Standard Commercial Warranty relating to products is applicable to this Agreement.

(b) NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(c) The provisions of this warranty as contained in this Clause 6 shall not apply to products: (1) used for purposes for which they are not designed or intended; (2) which have been repaired or altered without Seller's prior written consent; (3) which have been subjected to misuse, negligence, abnormal use, accident fire, war, flood, earthquakes, acts of God, defects caused by depreciation or normal wear and tear or improper installation, or (4) which, based on Seller's examination, do not disclose to Seller's satisfaction nonconformance to the warranty.

**7. BUYER'S REMEDIES:** The Buyer's exclusive and sole remedy on account of or in respect of the furnishing of products that do not conform to this Agreement or any other condition or use of the products supplied by Seller, however caused, and whether such claim is based upon warranty, contract, negligence, strict liability, or any other theory shall be limited to secure within the standard set in the commercial warranty of the

products to Buyer replacement or repair of the products, at Seller's option, thereof. In no event shall the Seller's maximum and aggregate total cumulative liability exceed the selling price for the products claimed to be nonconforming.

**8. LIMITATION OF LIABILITY:** IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OR PROFITS, LOSS OF REVENUE, LOSS OF PROFITS OR GOODWILL OR OTHER COMMERCIAL LOSS OR INJURY, LOSS OF USE OF THE PRODUCTS OR OTHER EQUIPMENT, DOWNTIME COSTS OR CLAIMS OF BUYER'S CUSTOMERS, WHETHER BASED ON CONTRACT, TORT (INCLUDING STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS:** Buyer SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS Seller and Seller's parent(s), subsidiaries, divisions, affiliated companies and their respective directors, officers, agents, insurers, employees and representatives (collectively referred to as the "Seller Group"), from and against any and all claims, suits, causes of action, liabilities, losses (including death, personal injury and property damage), judgments, obligations, fines, damages, penalties, expenses, attorney's fees, settlement funds, and consequential and incidental damages, of any kind or character regardless of theory (including, but not limited to, breach of contract, breach of warranty, tort (including negligence), strict liability, environmental laws, intellectual property rights or otherwise), arising out of or in any manner relating to or attributable to or allegedly arising out of or in any manner relating to or attributable to the Products. This agreement to indemnify, hold harmless and defend applies if the act(s) or omission(s) complained of were caused or allegedly caused only in part by the negligence of the Seller Group, but this agreement to indemnify, hold harmless and defend does not apply where the act(s) or omission(s) complained of were caused or allegedly caused solely by the negligence of the Seller Group. BUYER MAY NOT BRING ANY ACTION ARISING OUT OF ANY CLAIMED BREACH BY SELLER OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

**10. PATENT INFRINGEMENT DISCLAIMER:** Seller does not represent that the products may be used, sold, or transferred without infringing patents or other proprietary rights of third parties. Seller does not assume any responsibility nor shall Seller have any liability whatsoever for the infringement by Buyer, its suppliers or its customers of any patent or other proprietary right owned or controlled by any third party.

**11. FORCE MAJEURE:** Any delay or failure of Seller to perform its obligations hereunder shall be excused to the extent that it is caused by an event or occurrence beyond its control such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), governmental laws and regulations not presently in effect, any governmental action or inaction (whether valid or invalid), fires, floods, windstorms, explosions, civil commotion, riots, terrorist act, natural disasters, wars, sabotage, accidents, labour problems (including lockouts, strikes and slowdowns) at Seller's facility, its source plant or their suppliers, inability to obtain power, material, labour, equipment, or transportation, shortage of fuel or raw materials, late or deficient delivery by subcontractors of raw materials, semi-finished or finished goods or court injunction or order. Seller reserves the right in its sole discretion to determine the assignment of materials and the order of priority in filling orders.

**12. APPLICABLE LAW AND COURT WITH JURISDICTION:**

(a) The laws of India shall be exclusively applicable to the present Agreement and its interpretation, validity and performance.

(b) Any and all disputes or differences arising out of or relating to this Agreement shall be solely and finally settled by a sole arbitrator to be mutually agreed and appointed by both the parties hereto and in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof for the time being in force. Failure of the parties hereto to appoint such sole arbitrator within thirty (30) days of the request by any of the parties, the same shall be appointed in accordance with the provisions of the [Indian] Arbitration and Conciliation Act, 1996. The venue of arbitration shall be Chennai, India and the decision of the arbitrator shall be final and binding on both the parties. The language of the arbitration proceedings shall be English. In order to preserve its rights and remedies, either party hereto may seek preliminary injunctive relief or other temporary relief from any court of competent jurisdiction or from the arbitration tribunal pending the final decision or award of the sole arbitrator. Any such application to a court of competent jurisdiction for the purposes of seeking injunctive relief shall not be deemed incompatible with this agreement to arbitrate or as a waiver of this agreement to arbitrate.

(c) Subject to the provisions of Clause 10(a) hereof the courts at Chennai alone shall have exclusive jurisdiction in relation to any dispute or matter arising out of or incidental to this Agreement.

**13. ENTIRE AGREEMENT:** This Agreement, together with any attachments, exhibits or supplements specifically referenced in this Agreement, shall constitute the entire agreement between the parties hereto as to the subject matter hereof and supersedes all previous negotiations, commitments, writings, arrangements, understandings, communications, representations or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof.

**14. AMENDMENT:** No agreement or understanding varying or expanding this Agreement shall be binding upon either party hereto unless it is in writing and signed by a duly authorized representative thereof.

**15. SEVERABILITY:**

If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, that provision shall be deemed severed to the extent necessary to comply with such statute, regulation, ordinance, order or rule. In the event such provision is deemed severed, the parties hereto shall negotiate in good faith to arrive at an alternative arrangement approximating the original business objective of the parties. The remaining terms and conditions of this Agreement shall remain in effect.

**16. ASSIGNMENT:** This Agreement is not assignable by Buyer without Seller's prior written approval.

**17. NO IMPLIED WAIVER:** The failure of either party hereto at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.

**18. NO AGENCY:** Neither party shall be deemed to be an agent or legal representative of the other party, nor is any joint venture or partnership relationship hereby created and neither party is authorized to create any obligation on behalf of the other party.

**19. TERMINATION:** This Agreement may be terminated by either party by giving ninety (90) days' written notice to the other party in the event of failure by such other party to fulfill any of its obligations hereunder. However, if during the period of such notice, such other party remedies such failure, this Agreement shall continue with the same force and effect as if such notice had not been given. Seller may immediately terminate this Agreement, in whole or in part, at its sole discretion, upon giving written notice to Buyer.

**20. INSOLVENCY:** In the event of the insolvency or bankruptcy of Buyer, or upon the appointment of a receiver for Buyer or its reorganization for the benefit of creditors, Seller may terminate this Agreement. In the event of termination in accordance with this paragraph, Seller shall not be obligated to deliver any products under this Agreement.

**21. ATTORNEY'S FEES:** In the event Seller should bring an action for enforcement of this Agreement, Buyer agrees that Seller shall be entitled to award of its reasonable attorney's fees and court costs associated with such enforcement proceedings.

**22. CUMULATIVE REMEDIES:** The rights and remedies herein reserved to Seller shall be cumulative and additional to any other or further rights and remedies provided at law or equity.

**23. EXPORT LAWS:** This Agreement shall be subject to, and Seller and Buyer shall comply with, all export control laws, regulations, rules, orders, licenses, requirements, and governmental requests now or hereafter in effect in the United States of America. To the extent any sale of products pursuant to this Agreement may require approval of the United States Government, Seller's obligations under this Agreement are conditioned upon the grant of such approval and upon compliance by Buyer with any restrictions imposed by the United States Government in connection with such approval.

**24. NO INDUCEMENTS:** The parties hereto represent to each other and each agrees that, neither it nor any person acting on its behalf has, in contravention of any applicable law, given or offered to give, or will give or offer to give, any sum of money or other material consideration to any person, directly or indirectly, as an inducement to obtain business hereunder or to influence the granting of licenses or other governmental permissions to enter into this Agreement or perform obligations hereunder.

**25. RETURNABLE CONTAINERS:** If Seller provides product to Buyer in a shipping container that is to be returned to Seller (each, a "Container"), Buyer shall be solely responsible for returning the Container to Seller and paying any and all freight costs and expenses to return the Container to Seller. Buyer shall promptly return any Container to Seller, but in the event that Buyer does not return a Container to Seller within thirty (30) days of Buyer's receipt of such Container, then Buyer will be charged for the cost of such Container.

**26. OFFICIAL TEXT:** The official text of this Agreement is in the English language. If this Agreement is translated into another language, the English text shall govern any question with respect to interpretation.