



Purchase Order - Orden de Compra

Date: 21/09/09
Branch/Plant: FBG02
PO #: 2669757 ON

Supplier: CROSS WORLD POWER LIMITED
000421293-0203
PLOT-1/B ROAD 90,GULSHAN-02,DHAKA 1212
DHAKA 1212
BANGLADESH

Contact:
Phone No.:
Fax No.:
Vendor No.: 256429

CrCd: FgnAmt:

Ship to: G.A.B. LIMITED
FACTORY:PALASHBARI,ASHULIA,SAVAR
DHAKA 1349
BANGLADESH

Bill to: G.A.B. LIMITED
FACTORY:PALASHBARI,ASHULIA,SAVAR
DHAKA 1349
BANGLADESH

Item No.	Description (Supplier Item No.) Line Text	Due Date	Quantity	UM	Price/Unit	Amount
	BBT clam as sample Speader machine novus TB7 SLIDING HANGER SET REQ: 677996 OM AWADUD Payment Terms: A/C Payee Cheque	21/08/23	50.00	EA	610.0000/EA	30,500.00
			TOTAL		BDT	30,500.00

TAXES: AS APPLICABLE

BUYER:		Freight Terms:	
Phone No.: () 880-1313404	Transport Via:	Payment Terms: NET 7 DAYS	
Purchasing Approval:		Management Approval:	

Please refer to the last page of the PO for the terms and conditions

GENERAL TERMS AND CONDITIONS

1. Commercial Partner accepts this Order upon receipt of a copy of this Order. Even without a written acknowledgment of receipt of this copy, Commercial Partner's full or partial performance under this Order will constitute acceptance of these terms and conditions. By acceptance of this Order, Commercial Partner agrees to be bound by, and to comply with all the terms and conditions of this Order. These terms and conditions apply to everything listed in this Order and constitute Gildan's offer to Commercial Partner. Terms and Conditions different from or in addition to these terms and conditions, whether contained in any acknowledgement of this Order, or with delivery of any goods or services under this Order, or otherwise, will not be binding on Gildan, unless otherwise mutually agreed to by the parties in writing.
2. All products and services furnished by the Commercial Partner shall be subject to inspection and approval of Gildan after delivery or execution. Gildan shall have the right to reject and return at the risk and expense of the Commercial Partner such portion of any shipment or services, which may be defective, damaged or which fails to comply with the specifications, without invalidating the remainder of this Order. Gildan shall not be obligated to proceed with any such inspection and any such inspection shall not prejudice the rights of Gildan in the event that any damage or non-conforming products or services are not detected upon such examination but rather only at a later time.
3. Commercial Partner understands, agrees and acknowledges that the timely delivery and quality of the products and/or services is of utmost importance to Gildan. Commercial Partner assures that, all products and/or services shall be delivered in accordance with the lead times specified in this Order, and that such products and/or services shall further strictly conform to the specifications. In the event (a) the Commercial Partner cannot or does not deliver the products and/or services ordered by Gildan, or a portion thereof, for any reason whatsoever, or (b) the products and services, or a portion thereof, are rejected for failure to meet the Quality Standards and/or are found to be defective, the Commercial Partner undertakes to (i) replace the products and/or services with conforming goods without additional expense to Gildan; and/or (ii) reimburse Gildan in full for the price paid and all costs associated with the purchasing of replacement products and/or services, including but not limited to taxes, duties, and freight costs; and (iii) reimburse Gildan for any other direct and consequential damages. The parties hereby agree that replacement products and/or services shall be in accordance with the specifications and acceptable to Gildan in its sole discretion and in such cases a specialized third-party will conduct an assessment of the products and/or services
4. All products and services furnished by Commercial Partner to Gildan shall be delivered with its respective warranties and/or insurances, and shall be new, merchantable and fit for the express purpose for which they are manufactured or supplied, free from defects in materials and workmanship.
5. All products and services supplied to Gildan by Commercial Partner must comply with all relevant, drawings, samples or specifications. Any drawings, samples or specifications provided by or on behalf of Gildan shall remain the exclusive property of Gildan and Commercial Partner shall not reproduce or otherwise use any of same other than for Gildan.
6. These terms and conditions may be modified only by a written document signed by duly authorized representatives of Commercial Partner and Gildan.
7. During the term of this Order, and any time thereafter, Commercial Partner agrees not to divulge, transmit or otherwise disclose, any Confidential Information to any third party in any manner whatsoever without the prior written consent of Gildan. Confidential Information shall mean any and all information Gildan or any of its respective affiliates, disclosed during the negotiations or performance of obligations under this Order, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, pricing, discounts or rebates, regardless of whether this information has been identified as being confidential. In addition, Commercial Partner shall treat this Order as confidential and shall not disclose the terms or the existence of this Order to any other person or entity without the prior written consent of Gildan.
8. In addition to any remedies provided herein, Gildan may terminate this Order with immediate effect, either before or after acceptance of products or services, if Commercial Partner has breached any of the Terms herein. If Gildan terminates this Order for any reason, Commercial Partner's sole and exclusive remedy is payment for the products or services received and accepted by Gildan prior to the termination.
9. Commercial Partner shall indemnify and hold Gildan harmless from and against any claims, demands, actions, causes of action, judgments, damages, losses, liabilities, costs or expenses (including without limitation, interests, penalties and reasonable attorneys' or experts' fees and disbursements) which may be made against Gildan or which Gildan may suffer or incur as a result of, arising out of or relating to:
 - (a) any actual or claimed trademark, patent, copyright, or other intellectual property infringement in relation to Commercial Partner's business,
 - (b) any breach, non-performance of or non-compliance with any covenant, agreement or obligation of Commercial Partner under or pursuant to this Order or any negligence of Commercial Partner with respect thereto, and
 - (c) any incorrectness in, or breach of, any representation or warranty of Commercial Partner.
10. Commercial Partner warrants and represents to Gildan that it has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits required by law to carry out its obligations under this Order.
11. The Commercial Partner is an independent contractor of Gildan. Nothing contained herein shall be construed as creating any agency, partnership, employment or fiduciary relationship. Neither party shall have authority to bind the other party in any manner whatsoever.
12. Time in connection with discounts offered by Supplier shall be computed from the date of delivery or date of receipt of correct invoice, whichever is later.
13. This Order shall be construed and governed in accordance with the laws in force in the State of New York, United States of America. All disputes arising out of or in connection with the present Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.