

STERLITE TECHNOLOGIES LIMITED

GENERAL ORDER TERMS & CONDITIONS OF SALE

Authorized person means any person authorized in writing by either party to do any act, deed or thing on behalf of that party in pursuance hereof.

Contract shall mean the contract that comes into effect inter se the parties in pursuance of a purchase order affected in accordance with clause 3 herein.

Date of delivery shall mean the date on which the purchaser receives the delivery in pursuance of a purchase order.

Delivery shall mean delivery of goods made or intended to be made in accordance with the contract.

Domestic sales shall mean the sale of goods required to be effected pursuant to the contract within the territory of India.

General conditions shall mean these general order terms & conditions governing the sale, supply and delivery of goods.

Goods shall mean the goods agreed to be duly sold, supplied and delivered by the supplier to the purchaser in respect of which the purchase order is duly placed in accordance with the contract.

Intended PO shall mean an order or any revised order for purchase of goods placed by the purchaser on the supplier through and under the signature of its authorized person and sent by the purchaser through any post, courier or electronic mail to the supplier pursuant to the purchaser having received the quotation which is intended to acquire the status of purchase order upon receiving thereon the suppliers' endorsement.

International sales shall mean the sale of goods required to be effected pursuant to the contract within the territories other than that of the republic of India.

Party/ parties shall mean the supplier or the purchaser or both the supplier and the purchaser, as the case may be.

Price shall mean the price of the goods stipulated in the purchase order, exclusive of any sales tax, excise, duty or any other tax levied in accordance to the indirect tax laws of India, applicable for the time being in force in India in respect of sale, supply and delivery of goods.

Purchase order shall, subject to the conditions of clause 3.2 herein, means the Intended PO placed by the purchaser on the supplier for purchase of goods which is duly validated and made enforceable in accordance with the provisions of the said clause.

Purchaser shall mean the party, other than the supplier, who through its authorized person establishes a purchase order.

Quotation shall mean the invitation to an offer that shall be issued by the supplier in pursuance hereof on the basis of and subject to these general conditions consequent to which the purchaser may place the intended PO on the supplier provided that the general conditions shall be deemed to be part of every such quotation

Supplier shall mean “Sterlite Technologies Limited”, being a party, which agrees to sell, supply and deliver the goods to the purchaser in accordance with the contract.

Supplier’s endorsement shall mean any communication from supplier to purchaser indicating acceptance of intended purchase order of the purchaser with or without any qualifications (such endorsement shall be deemed to be subject to these general terms and conditions).

1.0 APPLICATION:

- 1.1 These general conditions shall govern and apply to every quotation, purchase order and, in effect, to every contract and the same shall be effective immediately upon being validated and made enforceable in accordance with the stipulations of clause 3.2 herein.
- 1.2 These general conditions supersede all previous general terms and conditions relating to goods corresponding or similar to the goods defined herein.
- 1.3 If any part or whole of the contract is required to be amended, the same can only be affected by a written consent of the respective authorized persons of the supplier and the purchaser.

2.0 QUOTATION:

- 2.1 The issuance of a quotation for sale and supply of any goods, being only in the nature of an invitation to an offer, shall not create any obligations on the supplier in respect therewith unless a corresponding purchase order is duly issued and endorsed in accordance with the stipulations of clause 3.2 herein.
- 2.2 Any reference therein to the goods, price, terms of payment and any other terms and conditions stipulated in the quotation shall be deemed to mean and refer to the terms and conditions mentioned in the general conditions.
- 2.3 The quotation shall, to the extent the same are not stipulated in the general conditions herein, mention the price, description of the goods (including specifications thereof) to be purchased, pricing terms, quantity, delivery schedule and such other information as may be required.

- 2.4 Unless otherwise specifically provided in the contract, the price shall be deemed to be expressed in Indian National Rupees (INR).
- 2.5 In case any part or whole of the quotation is inconsistent with the purchase order, the latter will prevail over the former to the extent of such inconsistency.
- 2.6 Unless otherwise specified in the quotation, the prices quoted therein shall be valid for a limited period of thirty (30) days from the date of its issue; provided that the supplier shall be within its unqualified right to withdraw the same at any time within the said period without being obliged to provide an reason in respect therewith.
- 2.7 Once a purchase order is duly issued and endorsed in accordance with the stipulations of clause 3.2 herein, the same shall be deemed to be subject to these general conditions consequent to which the provisions shall bind the parties hereof.

3.0 PURCHASE ORDER:

- 3.1 An intended PO shall include details like: (a) Order No., (b) Description of the goods (including specifications thereof) to be purchased, (c) Price & pricing terms, (d) Payment terms, (e) Quantity, (f) Delivery schedule, (g) Reference No. Of the quotation (h) and such other requisition and/or information as may be required; provided the said requisition and/or information shall, to the extent available as on the date thereof, be in accordance with the requirements and stipulations of the quotation. Once a purchase order comes into effect in accordance with the provisions stipulated herein, the terms and conditions of these general conditions shall automatically apply thereto. An intended PO, as long as the same is not at variance or inconsistent with the general order terms & conditions and as long as the same is confirmed in accordance with the provisions of clause 3.2 herein, shall become a purchase order and thus become valid and binding on the parties.
- 3.2 Every intended PO shall become effective only from the date on which the supplier's endorsement is appended thereon; provided that any term or condition of any Intended PO which is inconsistent and/or at variance with the quotation shall not be binding on the supplier and the same shall not be construed to be have been ratified or confirmed by the supplier unless the supplier's endorsement, if any, is preceded by the purchaser procuring an amended quotation from the supplier to the extent of the said inconsistency and/or variance.
- 3.3 Unless otherwise specifically agreed by the parties prior to or after the issuance of the intended PO and receipt of supplier's endorsement, every such intended PO shall be placed in accordance with and subject to the terms, conditions, stipulations and provisions of the general terms & conditions.

4.0 PAYMENT:

- 4.1 Unless otherwise specified in the quotation, the payment of the price in respect of any invoice/ bill raised by the supplier in respect of any purchase order shall be payable by the purchaser to the supplier within 30 days from the date of delivery (**Due Date**).

- 4.2 Unless otherwise specified in the quotation, all taxes, duties and levies (including taxes deductible at source, if any) applicable on the sale of goods under a contract shall be exclusively borne by the purchaser.
- 4.3 If the purchaser is exempted from any taxes, duties or levies applicable pursuant to the sell, supply and delivery of the goods under the contract, it shall furnish a valid and appropriate tax exemption certificate in a format prescribed by the concerned tax authorities.
- 4.4 In case any invoice or any part thereof is disputed by the purchaser, it shall, notify its objection in respect therewith within 7 days of its receipt by sending a written communication to that effect to supplier, failing which every invoice shall be deemed to have been accepted by the purchaser. All invoices shall be sent to the address of purchaser set out in this document or at such address as may be intimated by purchaser to supplier in writing from time to time during the term of the contract.
- 4.5 All payments under any purchase order shall be paid to supplier or to a bank account of supplier as designated by it or the same shall be transferred as per instructions received from supplier from time to time or as may be otherwise specifically provided under any purchase order.
- 4.6 Without prejudice to the rights of the supplier under this document, all payments due to supplier under any invoice raised by it on purchaser in pursuance of a purchase order, when overdue, shall accrue interest at the rate of: (a) in case of domestic sales @ 12% p.a. for such period beginning from 'Due Date' of the concerned invoices till the date on which the said payment are received by supplier, and (b) in case of international sales, at the rate of 2.5% above the London inter bank offered rate (LIBOR') as applicable from time to time.
- 4.7 In accordance with clause 11, if a contract is terminated, before all the payments herein provided for have been made, the purchaser shall immediately submit a terminal report and pay to the supplier any remaining unpaid balance of the price payable in respect of goods duly supplied, sold or delivered as of such date even though the 'Due Date' of the corresponding invoice/s has not been reached as of such date.
- 4.8 If any objection is taken by the purchaser and if the same, in the estimation of supplier, is not bona fide, any objection by purchaser in respect of amounts claimed by supplier in respect of any purchase order shall not entitle the purchaser to set off the amount so objected/disputed against the amounts otherwise due and payable to supplier under any other purchase order.
- 4.9 Failure or neglect by purchaser to pay the amounts pertaining to the invoices raised in pursuance of any purchase order by the 'Due Dates' of such invoices shall amount to a material default of the purchaser.

4.10 Timely payment of every invoice (being a payment made not later than its corresponding Due Date) raised by supplier on purchaser in pursuance of any purchase order shall be the essence of this contract. The purchaser agrees that the supplier shall be entitled to use the services of a credit agency from time to time to obtain information concerning the purchaser (and where the purchaser is a company, its directors) in order to assess the purchaser's credit worthiness.

5.0 DELIVERY:

5.1 The supplier shall arrange delivery or cause to affect the same in accordance with the stipulations of the purchase order. The supplier shall be deemed to have delivered the goods to the purchaser when the same are transferred to the agent / carrier / transporter/ representative, as the case may be, nominated or appointed by the purchaser either on FCA factory, FOB (at a location mentioned in the purchase order) or CIF (at a location mentioned in the purchase order) or on any other basis as may be stipulated in the concerned purchase order and all the risk as to any loss, demurrage, destruction, theft etc. to or in respect of the goods due to any reason, whatsoever, shall be to the account of the purchaser and the supplier shall be deemed to have completed his part of the contract under the purchase order placed by the purchaser

5.2 Where the purchaser fails to provide any specific instructions concerning the selection of a carrier for the delivery, the supplier shall, at its own discretion, select a carrier of its choice but in no circumstances shall the supplier be held responsible for any delay in the delivery by such carrier nor shall the carrier be deemed to be an agent of the supplier and, as such, the constructive delivery, in such cases, shall be deemed to have been effected at the time when the said goods are handed over to the said carrier.

5.3 In respect of all deliveries made under clause 5.2 herein, the supplier shall not be liable to the purchaser for any claim on account of any delay, destruction, loss or damage occasioned due to circumstances beyond the control of the supplier. In any case, such or other delays, destruction, loss or damage shall not be considered as a ground for termination/ cancellation of the purchase order or for any claim for damages (including consequential loss or damage) or payment by the purchaser.

5.4 The supplier shall be entitled to affect the delivery in partial shipments and each part delivery shall constitute a separate contract for the sale of goods unless otherwise provided in the purchase order.

5.5 Failure to make a delivery of all the quantities of the goods under a contract will not invalidate the same as regards other outstanding deliveries required to be made thereunder.

5.6 Where supplier makes a part delivery, the supplier:

- Shall invoice the purchaser for the goods delivered on each separate delivery.
- Is not obliged to make further delivery until outstanding has been paid.

5.7 Notwithstanding the purchaser's inability to accept delivery for any reason, whatsoever, the supplier shall be deemed to have delivered the goods in accordance with the contract as soon as the same are made available to it and/or to its agent or representative in accordance with the provisions stipulated herein.

6.0 ADDITIONAL CHARGES:

The supplier reserves the right to charge the purchaser for any costs, charges or expenses, whatsoever, that the supplier may incur as a result of the following events:

- Detention of the goods to the extent the same is not caused or contributed to by the supplier.
- Demurrage on ships or at the ports, as a consequence of any act or omission of the purchaser.
- Any special requirements or stipulations of the purchaser accepted by the supplier but not provided for herein.
- Any increase in duties, taxes, freight, insurance or other charges or expenses from the date of supplier's endorsement of the purchaser's order till the date of delivery.
- If the supplier notifies the purchaser that the goods are ready for delivery and the purchaser requests the supplier to hold the goods on its behalf, the supplier at the purchaser's risk will hold such goods provided the supplier shall be entitled to charge storage fees, warehousing charges and other costs, of any, in respect of the goods so held or stored.

7.0 CLAIMS:

7.1 The purchaser shall inspect the goods immediately upon date of delivery and, if the same are found damaged or not in conformity with the contract, the purchaser shall give a written statement to the supplier of the details in respect thereof within 15 (fifteen) days from the date of delivery failing which the goods shall be construed to be in good order and condition and duly accepted by the purchaser.

7.2 Goods under clause 7.1 shall be left in the state and condition in which they were delivered until such time as the supplier or its duly authorized agent has inspected the same. The inspection shall be carried out or caused to be carried out by the purchaser within a period of not more than 10 days from the date the purchaser is notified about the readiness of the goods for delivery.

7.3 Without any prejudice of clause 7.1 and 7.2, acceptance of the goods for all purposes shall be deemed to have taken place within 15 (fifteen) days of the date of delivery.

7.4 The supplier shall not accept returned goods unless agreed in writing by the supplier prior to such return.

8.0 PASSING OFF RISK AND RETENTION OF TITLE:

8.1 If the goods are delivered to the logistic agent, freight carrier or any other agent or representative of the purchasers, the legal and equitable title in the goods shall remain with the supplier until the supplier receives the price thereof in full.

8.2 Should the purchaser sell or deal in the ordinary course of business with the goods prior to payment of the price, whether the goods are in the same or in a modified form, any proceeds received by the purchaser in pursuance thereof shall be held in trust by the purchaser for the benefit of the supplier.

8.3 In a situation where the goods have come in the possession of the purchaser and till such time that the purchaser has paid the price in full to supplier, the purchaser shall:
(i) Store the goods in a manner which identifies them as supplier's goods; and
(ii) Hold the goods as bailee for supplier subject to its right to deal with the goods in the ordinary course of the purchaser's business.

8.4 Notwithstanding the above, where the supplier has not received the entire price in respect of the goods agreed to be sold and supplied by the supplier to the purchaser, the supplier reserves the following rights in relation to the goods:
(i) To retain legal and equitable ownership of the goods,
(ii) To enter the purchaser's premises (or the premises of any associated purchaser or his agent where the goods are located) without liability for trespass or any resulting damage and retake the possession of the goods there from and to keep or resell any of the goods repossessed pursuant to (ii) above.

9.0 WARRANTY:

9.1 Supplier warrants that the goods manufactured and supplied to the purchaser in pursuance hereof shall, during the warranty period, as specified in the quotation, subject to the conditions mentioned in 5.2 herein:

9.1.1 Be free from defects in design (to the extent that the defect in the goods are attributable to the acts or omissions of the supplier, its employees, agents or subcontractors)

9.1.2 Be as per such specifications and description as is given in purchase order.

9.1.3 Be free from all defects in materials and workmanship.

9.2 Warranty Conditions:

9.2.1 The warranty given is subject to the purchaser out routine preventive maintenance in respect of the goods during the warranty period.

9.2.2 The goods, when used, should not be connected to non-standard goods and machinery.

9.2.3 This warranty shall also be void on account of any damage caused to any of the goods due to a reason that is attributed or attributable to any act/s of God.

9.2.4 The warranty given hereby also does not cover any damage arising out of normal wear and tear of the goods or due to its exposure to non-standard conditions.

9.2.5 No warranty that is not specifically mentioned herein shall be construed to have been given in pursuance hereof notwithstanding that the claim is made in tort or contract.

9.2.6 Without prejudice to the generality of these conditions, the goods, if not used, should not be stored in such a way that its quality and/or performance are adversely affected, inter alia, on account of moisture, heat, water and other natural elements which, in effect, would render the goods to be exposed to extreme atmospheric conditions.

9.2.7 The warranty given hereby relates solely to the goods and, as such, the same shall not be deemed to be a warranty in respect of the performance of any other product. .

9.2.8 The goods being made to order as per purchaser's requirements shall be valid only in respect of its specified use.

9.3 **Procedure:**

9.3.1 Warranty claim shall be made in writing to the authorized person of the supplier within 15 days of identification of the alleged defect and, in any case, not later than 30 days from the date of expiry of the warranty period; provided the claim pertains to a defect detected not later than the expiry of the warranty period. In case the purchaser, for any reason, whatsoever, fails to make the claim in the manner as provided above, any such defect shall be deemed to have been waived of by the purchaser.

9.3.2 Where a warranty claim in accordance with the conditions and procedure is duly filed by the purchaser, the supplier shall cause to inspect, examine and test the alleged defect in the goods by such person/s as it may nominate for the purpose whereupon the said person shall report to the supplier the nature of the alleged defect as well as the history of the operations of the goods which shall include a purview and scrutiny of the compliance of the conditions mentioned herein.

9.3.3 All traveling, local lodging and living costs shall be borne by the supplier only if a defective product, is reported to be within the warranty obligations of the supplier under this contract failing which all fees, costs and expenses (including to & fro air travel, lodging, boarding, local conveyance and other ancillary expenses) incurred in respect of the appointment of an independent inspection agency including all such and similarly cost, charges and expenses incurred by the supplier towards deputation of its personnel for the purpose as well as those expended or incurred pursuant to all ancillary cost or expenses incurred in respect therewith shall be borne by the purchaser .

9.4 **Warranty Obligations of the Supplier:**

9.4.1 If, as per the said inspection report, the alleged defect is found to be defective and within the warranty obligations of the supplier, the supplier shall, at its own cost and expense, repair or replace or cause to repair or replace the said defective part/s if the defect therein is attributable to any defect in materials and workmanship thereof; provided that nothing herein shall be construed to entitle the purchaser to claim special, incidental or consequential damages (in tort or contract) including loss of profits,

revenues or time or on account of any economic damage or other damage arising from any defect in the goods . Where the goods and/or part thereof are replaced in pursuance hereof, the replaced part shall only be warranted for the balance of the warranty period. However, any incidental cost or expense for the purpose of effecting repair or replacement of any defective part, which is not related to the goods per se, shall be exclusively borne by the purchaser.

9.5 **Exceptions to warranty:**

The supplier will not be under any warranty obligation unless warranty period is specifically mentioned in the quotation/ purchase order. Further, the warranty condition can be enforced only by the purchaser and not by any third party to whom the purchaser has further sold the goods.

10.0 **INTELLECTUAL PROPERTY RIGHTS:**

10.1 Intellectual Property Rights

Ownership of all the Intellectual Property Rights in respect of the goods is vested in the supplier and the purchasers right in respect therewith is limited to its own use.

10.2 Trade Marks

The purchaser must:

1. Not erase, remove, deface or alter any trademarks appearing on the goods.
2. Use no other trademarks or trade names in relation to the goods.
3. Notify the supplier immediately if it becomes aware of any infringement of any of the trademarks of the supplier in relation to the goods.

10.3 Patents

1. The supplier warrants to purchaser that the goods shall be delivered free from any rightful claim of any third party concerning infringement of any patent (registered in India) in respect thereto. In case of any such claim, the purchaser shall: (i) Promptly notifies the supplier in writing of any such claim, and (ii) Supplier shall assist the purchaser in the conduct of such defense; and, purchaser shall allow supplier, at supplier's option and expense, to procure the right for purchaser to continue using the goods or to replace or modify the goods so that they become non-infringing, or to grant purchaser a refund of the purchase price in exchange for return of the goods claimed to infringe. Supplier's total liability under this patent infringement warranty shall not exceed the amount received by supplier as the price for the goods.

2. The warranty set forth in clause 9 above does not apply, and no warranty is made, to claims arising out of combinations of the goods with goods provided by others, or to claims resulting from compliance of the goods with purchaser's design or specifications.

3. Purchaser assumes and shall hold supplier harmless against any patent liability for goods manufactured as per purchaser's specifications or designs.

11.0 TERM AND TERMINATION:

- 11.1 Either party may terminate this contract upon thirty (30) days' notice if the other party (i) breaches its obligations under this contract and fails to correct such breach within thirty (30) days after receipt of a notice of breach, (ii) sells or otherwise transfers control of its business, or (iii) is insolvent, determined by a court to be bankrupt, or becomes subject to similar bankruptcy or reorganization proceedings under relevant applicable law.
- 11.2 After receipt of a notice of termination, the supplier shall immediately: (i) stop work as directed in the notice; (ii) place no further subcontracts or purchase orders for materials, services, or facilities, and (iii) terminate all subcontracts to the extent they relate to work terminated. After termination, the supplier shall turn over to purchaser all tooling, if applicable, all completed work and work in process, including all designs, drawings, specifications, and other documentation if originally supplied by the purchaser.
- 11.3 Without prejudice the seller's rights to otherwise claim damages for wrongful termination of the contract, in situation where the purchaser wrongfully terminates this contract pursuant to clause 11.1 above, the same shall not impact purchaser's obligation to pay for the products that have been delivered by supplier in accordance with the purchase order or partly or wholly kept in readiness of such supply.

12.0 LIMITATION OF LIABILITY:

Notwithstanding anything given herein, the supplier's maximum liability, direct, consequential or otherwise, in respect of the goods or use thereof by the purchaser or any other person or third party/ies shall not exceed the value of invoices in respect of which the claim is made on account of any reason, whatsoever.

13.0 FORCE MAJEURE:

If supplier suffers a delay in performance due to any cause beyond supplier's reasonable control including but not limited to fire, earthquake, flood, explosion, accident, difference with or inability to secure workers, lack of material, lack of facilities, act of god, or of any public enemy, act of terrorism, civil strife, voluntary or involuntary compliance with any valid or invalid law, order, regulation, request, or recommendation of any government agency or authority, lack of transportation facilities, riots or any other act of god etc., the time for supplier's performance shall be extended a period of time equal to the period of delay and its consequences. Supplier will give purchaser written notice within a reasonable time after supplier becomes aware of such delay.

14.0 EXPORT:

The goods may be subject to export controls and regulations of India, the country of manufacture, or the country of shipment, and export may require a valid export license. Supplier's endorsement and delivery of goods is subject to compliance by the purchaser with the said laws, rule or obligations. Supplier will have no obligation to sell or deliver any product until all required Indian and/or other export licenses have been granted and

there are no other impediments arising from any applicable export regulations. No goods sold to purchaser may be exported or re-exported unless such export or re-export complies fully with all applicable export regulations. The purchaser shall make sure he has complied with all the necessary import regulations of the country of import. Notwithstanding any non-compliance with the import regulations the goods shall be deemed to be sold and supplied from the date on which the supplier ships the goods.

15.0 CHANGES IN SPECIFICATIONS OF GOODS:

Supplier reserves the right to change the part number, design, dimensions, weight or specifications of the goods. However, supplier shall not make any change to goods ordered by purchaser without the purchaser's consent if the change impairs the performance or function of the goods.

16.0 MISCELLANEOUS MATTERS:

16.1 Amendment and assignment

These terms and conditions and the quotation shall not be amended or otherwise altered except pursuant to an instrument in writing signed by each of the parties hereto. This agreement shall be binding upon and inure to the benefit of the respective successors, legal representatives and permitted assigns of the parties, provided that no party shall assign any of its rights, and/or obligations hereunder without the prior written consent of the other, and any attempted assignment without consent shall be null and void.

16.2 Governing law and jurisdiction

These terms and conditions shall be governed by and construed and enforced in accordance with the laws of India. The competent court at Dadra & Nagar Haveli in exclusion of other courts shall have jurisdiction in relation to any matter arising out of or incidental to this agreement.

16.3 Waiver

If at any time any party shall waive its rights accruing to it due to breach of any of the provisions of these terms and condition such waiver shall not be construed as continuing waiver of other breaches of the same kind or other provisions of the terms and conditions. No delay on the part of the parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of the parties of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder.

16.4 Sever ability

Any provision of the terms and conditions, which is held to be invalid or unenforceable for any reason, shall be ineffective to the extent of such invalidity or unenforceability only, without affecting in any way the remaining provisions hereof.

17.0 ARBITRATION:

17.1 Arbitration for international sales

1. Any dispute or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the rules of arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
2. The arbitration shall be conducted in English in Mumbai, India.
3. This contract shall be governed by and construed in accordance with Indian law.

17.2 Arbitration for domestic Sales

Any disputes arising out of or in the course of this agreement or in respect of the interpretation of the same between the parties hereto shall be referred for arbitration under the rules of arbitration of The Institute of Arbitration and Mediation, Pune, (a Public Ltd Company registered u/s 25 of the Companies Act, 1956.), having its registered office at 102, Corporate plaza, near Chaturshringi Temple, Senapati Bapat Road, Shivajinagar, Pune – 411 016 provided that the said arbitration shall be governed by the provisions of Arbitration and Conciliation Act, 1996. The venue of arbitration shall be at Pune.

18.0 REMEDIES:

The parties acknowledge and agree that any breach or violation of the terms and conditions may cause irreparable harm to the other party, the amount of which may be difficult to ascertain, therefore the parties agree that in the event of any breach or threatened breach of any of the covenants herein by the other party the other party shall have the right to apply to the court of competent jurisdiction for an injunctive order restraining any such breach or threatened breach, without any proof of actual damage, as may be appropriate to ensure compliance with the provisions of the terms and conditions, and for such relief as the aggrieved party may deem appropriate. Such right of the aggrieved party shall be in addition to the remedies otherwise available to the aggrieved party at law or in equity.