

WARRANTY CERTIFICATE

REF: ATPL/IBO/PO/07-08/042 Dt: 25.07.2007 Amendment 1 Dt. 21.09.2007

Sterlite Technologies Limited ("SUPPLIER") warrants that the products ("GOODS") supplied are new and free from all defects and faults in materials workmanship and manufacture and are of the highest grade and consistent with the established and generally accepted standard for materials of the type ordered and performance in full conformity with the specification and drawings.

SUPPLIER shall be responsible for any defects that may develop under the condition provided by the contract and under proper use arising from faulty materials, design or workmanship of GOODS.

This warranty shall survive inspection or payment for and acceptance of GOODS but shall expire except in respect of complaints notified prior to such date 12 months after the GOODS have been taken over as per SUPPLIERS GENERAL ORDER TERMS & CONDITIONS OF SALE.

In the event that the PURCHASER determines that the GOODS are defective, he shall notify the SUPPLIER accordingly. SUPPLIER shall then have the right to have its engineers accompany PURCHASER'S engineers to inspect the GOODS, which inspection shall take place within 60 days of such notice to SUPPLIER.

If the GOODS are determined to be defective, through no fault of PURCHASER, SUPPLIER shall repair or replace (whichever is appropriate) the defective GOODS within 60 days from the date of the confirmation of the cause of the defect. In case of dispute between PURCHASER and SUPPLIER on defective GOODS, the decision of international inspection agencies like *SGS, Moody International or Intertek* shall be acceptable to both parties.

SUPPLIER shall not be liable for any faults arising out of faulty installation & laying process, use of wrong testing equipments or misappropriate deployment of cable in deviation to the agreed technical specifications against the executed order.

Except as set forth in this section hereinabove, SUPPLIER makes no warranty, express, implied, statutory, or otherwise, and specifically disclaims any warranty of merchantability, fitness for a particular purpose, non-infringement with respect to the GOODS and the service.

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