

PURCHASE ORDER

TO: UMBREY ENGINEERING PVT LTD No.31, 2nd Phase, Peenya Industrial Area, Bangalore 560058 VENDOR CODE : 1293 VENDOR TYPE : CONTACT : TELEPHONE : FAX.NO. : QUOTATION.NO : GSTIN : 29AAACU2461N1ZY	TMEIC INDUSTRIAL SYSTEMS INDIA PRIVATE LIMITED BILL TO : Plot No. 316, Vasanthanarasapura Industrial Area, 2nd Phase, Yalladadlu Village, Kora Hobli Tumkur Taluka & District KA India 572128 CONTACT : B K, Chandan TELEPHONE : +91-816-2294040 FAX.NO. : +91-816-2294069 BUYER MAIL ID : Chandan.BK@tmeic.in	GSTIN : 29AADCT5493J1ZQ STATE CODE : 29 STATE NAME : KA PAN : AADCT5493J END USER DETAILS : TMEIC Industrial Systems India Private Limited	PROJECT DEFINITION: PO NO. :2124010706 PO DATE : 24-FEB-25 REVISION : 0 / NO./DATE CURRENCY : INR SHIP TO : Plot No.316, Vasanthanarasapura Industrial Area, 2nd Phase, Yalladadlu Village, Kora Hobli, Tumkur Taluka & District, Karnataka India 572128
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P.O. DESCRIPTION : 2nd level machining

S.N	MATERIAL CODE / ITEM REVISION	HSN CODE	MATERIAL DESCRIPTION	ADDITIONAL DETAILS	PROJECT NO/Task NO	REQD BY/ DRG NO	UOM/ DRG REV NO	QTY	UNIT RATE	TOTAL BASE VALUE	SGST		CGST		IGST		TOTAL
											%	VALUE	%	VALUE	%	VALUE	
1	TMIND-OSP-CR1	8503	OSP Work for Large Rotor Assembly	JOB#2865201_65 20439,ASSEMBLY - DB008089G0001, Child Item- DB008090G0001	2865201- 2506GL0102	04-APR-25 DB008089	Each A	1	140000	140000.00	6	8400.00	6	8400.00	0	0.00	156800.00
Other Service Charges																	0.00
																	0.00
																	0.00
TOTAL										140000.00		8400.00		8400.00		0.00	156800.00

1.PRICE BASIS : EXW
 2.PAYMENT TERMS : 30 days,30 days from material
 receipt date (at TMEIC Tumkur
 factory)
 3.LD CLAUSE : Refer T&C/MPA.

VALUE IN WORDS :
 Rupees One Lakhs Fifty-Six Thousand Eight Hundred Only

VENDOR'S ACKNOWLEDGEMENT / ACCEPTANCE
 The Terms & Conditions have been explained to
 me/us precisely as possible and I/We agree to abide
 by the same.
SIGNATURE :
NAME/SEAL :
DATE :

COMMENTS :

FOR TMEIC INDUSTRIAL SYSTEMS INDIA PRIVATE LIMITED

AUTHORIZED SIGNATORY

PURCHASE ORDER

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| | <ol style="list-style-type: none"> 1. Please quote our purchase order and send all documents along with consignment , i.e. Excise Gate Pass, Challan, Invoice/Bill, MTC / Internal inspection reports to avoid delay in payment 2. Execute this order in accordance with the prices, terms, delivery method, and specifications listed above and as per annexure if any. 3. TMEiC is an environment friendly company. Your acceptance of order assumes that your services will not cause any environmental damage (Refer Annexure) 4. Please send the written acknowledgment in 2 days after receipt of PO, in case of no reply from your side we will consider this as deemed acceptance. 5. Please notify us immediately if you are unable to ship as specified. 6. Send all correspondence to : B K, Chandan - Chandan.BK@tmeic.in |
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This is a computer generated document and doesn't require signature.

TERMS AND CONDITIONS

These General Terms & Conditions of Purchase and the respective Special Terms and Conditions as may be mentioned in Remarks Column of PO (which will supersede any conflicting terms of GCC) apply to every PURCHASE ORDER issued by PURCHASER. Any other terms and conditions shall not be valid unless they have been accepted by PURCHASER in writing.

1. PRICE:

The price(s) mentioned in the purchase order (hereinafter referred to as the Order, Purchase Order or PO) shall be firm, fixed and final and shall not be liable for escalation for any reason whatsoever, unless specifically agreed to in advance by Purchaser in writing.

2. TERMS OF PAYMENT:

Terms of payment will be strictly in line with the Order conditions mentioned read under the heading-Payment. Terms Payments in terms of this Order relate only to the transaction value as per the Invoice and Order conditions. No interest of any sort is payable by Purchaser. Any bank charges involved will be entirely to Supplier's account and Purchaser reserves right to short settle Supplier's invoice for such charges which are contrary to this order conditions. Purchaser further reserve right to short settle Supplier's payments after adjustments towards pending recoveries from Supplier/pending debit notes on Supplier.

3. DELIVERY:

Adhering to time schedule for rendering Service(s)/Supplies is the essence of this Order. In the event of Supplier's failure to render the Service(s)/Supplies within the agreed time, Purchaser reserves the right to cancel this Order placed on Supplier and arrange for Service(s)/Supplies from other sources at Supplier's risk and cost.

4. RISK PURCHASE:

In the event, Supplier delays Delivery covered under this PO beyond a agreed date from the date of Purchaser's Letter of Intent / PO on Supplier, then Purchaser shall have a right to purchase the Goods from elsewhere on account and at the risk and account of the Supplier and recover all losses damages & other expenses directly or indirectly sustained by Purchaser.

5. WARRANTY:

1). The Supplier shall guarantee that any and all materials used in the execution of PO shall be in strict compliance with characteristics requirements and specifications agreed upon and that the same shall be free from any defects. Checking of the Supplier's drawings by Purchaser and their approval and permission to ship or dispatch the Goods shall not relieve Supplier from any part of its responsibilities of proper fulfilment to the requirements.

2). The Supplier shall guarantee that all Goods shall be expeditiously repaired or replaced, as the case may be, at his own expenses in case the same have been found to be defective in respect of materials, workmanship or both and rated operation, This clause shall be properly worded to cover when there is change in warranty period. The existing clause becomes binding though negotiated warranty period for example 36 months and 48 months. Purchase Order being less than the values mentioned in this clause, Values mentioned above will supersede the Purchase Order warranty period until it is agreed in writing by both parties. In the event warranty period in PO is more than values mentioned in this clause that will supersede the clause.

3). In the event, equipment not meeting the PO requirements, Supplier shall rectify and replace the Goods. The guarantee period for such replaced This condition should be in line with clause 5.2 Resolved

4). Acceptance by the Purchaser of the Goods or their replacement will not relieve the Supplier or his/its responsibility concerning the above guarantees.

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5). In case of breach of any warranty which is not remedied within forty-eight (48) hours from Purchaser's notification, or in case of any other breach of the Contract, Purchaser is entitled to enforce any or all of the following remedies at its discretion and at Supplier's expense:

- (i) to give Supplier an opportunity to carry out any additional work necessary to ensure that the Contract is fulfilled;
- (ii) to require Supplier promptly to repair or replace the defective Goods and/or Services;

In case of 5.5) above, Purchaser may return such defective Goods to Supplier freight collect for repair or replacement, at Supplier's expense.

Supplier shall,

- (a) ship at Purchaser's option, the repaired Goods or the replacement thereof to Purchaser, freight prepaid within five (5) Days after receipt of the said notice,
- (b) assign a senior engineering and management team to determine the root cause of such failure (if not previously determined),
- (c) work in good faith with Purchaser (and, as requested by Purchaser, customers of Purchaser) to establish a procedure to remedy all affected Products and/or Services and,
- (d) prevent the recurrence thereof.
- (e) reimburse Purchaser for its actual cost (or all cost) incurred in correcting or remedying such defective Products, plus all other costs incurred, including, but not limited to the costs of other materials, subsequent processing costs, all transportation costs including taxes and duties, and the costs of product recalls as are attributable to Supplier's failure to provide conforming Goods and/or Services.
- (f) compensate for the costs and expenses incurred to Purchaser in removing defective Goods and installing replacement or repaired Goods at Purchasers and/or Purchaser's customers and other related costs incurred by Purchaser.

6). Notwithstanding the normal warranty period set forth herein, Supplier further warrants the Deliverable items against Latent Defects and Product Liability Claims ([Product Liability Claims](#) mean claims for personal injury or death based on alleged breach of product warranty, strict liability in tort, or negligent product design or manufacture.) for ten (10) years after the Warranty Period, or where applicable, to the maximum extent period permitted by the law of the country where Latent Defects and Product Liability Claims occurred, whichever comes later.

For the purposes hereof "Latent Defect" means with respect to any item, a material non-conformance with Purchaser's Specification which

- (a) could not have been reasonably discovered during the initial Warranty Period set forth in Clause 5. 2) and
- (b) repeats itself in a significant way under similar circumstances and thereby adversely affects Purchaser's business operations.

6. QUALITY/SPECIFICATIONS:

All Service(s)/Supplies to be rendered under this Order shall strictly confirm to the specifications given by Purchaser in this order and the same shall be subject to our approval and also subject to our satisfaction that they are in accordance with the approved specifications. Otherwise the Service(s) rendered/Goods Supplied by Supplier shall be rejected by Purchaser and Supplier shall pay compensation to Purchaser.

7. PACKING:

All Consignments shall be sufficiently, and properly packed and any breakage / losses due to improper packing will be to Supplier's account.

8. SHIPMENT DELIVERY AND INVOICE:

All the original documents and tax invoices must be provided along with material/consignment to respective stores/designated place of PURCHASER only.

PURCHASER's store will not accept consignments/goods without receipt of above stated documents along with each consignment, and no GRN will be created in ERP for these consignments.

These original tax invoices and other documents should not be forwarded directly to anywhere else including to purchasers/users/account department/dispatch section etc., as same will not be accepted and any delay in making payment due to dispatch or documents at different place than informed above is responsibility of supplier only.

1. Suppliers who are mandated to issue E Invoice as per GST provisions and must comply with e-invoicing in FY 2021-22 and onwards if suppliers e-invoice limit or turnover exceeds specified limit of Rs. 10 Crore in any financial year from 2017-18 to 2021-22. Also, aggregate turnover will include turnover of GSTINs under single PAN across India (permanent Account Number Income Tax Act). "Such vendors need to upload E Invoice only".

GST Terms and Conditions

GST terms and conditions for Work Order/ Purchase Order:

A) Goods and Services Tax (SGST, CGST, IGST, CESS) will be paid extra as applicable as per provisions of GST Law prevailing at the time of supply of Goods/Services subject to compliance specified below including provisions under GST Law prevailing by supplier at time of supply of Goods/Services.

PURCHASE ORDER

B) The Tax Invoice/Debit Note/Credit Note/Revised Tax Invoice shall contain the following information subject to any amendment under the GST Act from time to time.

I. Serial number and date of the Tax Invoice/Debit Note/Credit Note which shall not contain more than 16 characters respectively.

II. Full name and address of relevant Factory/Warehouse/Office of PURCHASER and the supplier.

III. GST Registration number of the Goods/Services supplier and receiver.

IV. Description of Goods/Services.

V. Classification of Goods/Services under the appropriate HSN Code/Service Account Code (SAC) relevant to Goods/Services supplied by supplier. As GST law prevailing at the time of supply (6 Digits HSN in case of aggregate turnover of registered person is more than Rs. 5 Crores, and 4 Digits HSN in case of aggregate turnover of registered person is less than Rs. 5 Crores.)

VI. Value of taxable supply of Goods/Services.

VII. SGST /CGST/IGST Rate and Compensation Rate, Cess as applicable.

VIII. Amount of SGST/CGST/IGST/COMPENSATION/CESS shall be disclosed separately (Rounded off to the nearest Rupee).

IX. Place of supply in case of Interstate supplies.

X. In case of E-Invoicing applicable, Invoice must have "QUICK RESPONSE CODE" having embedded in invoice "INVOICE REFERENCE NUMBER (IRN)" and IRN appear on the face of the Invoice duly issued by "Invoice Registration Portal" (IRP) module of GSTN. In case of E Invoice is not applicable, suitable declaration along with the indemnity shall be provided by the supplier.

XI. Income Tax PAN/TAN.

XII. Invoice shall be addressed or raised to the GSTIN which has issued the Purchase/Work order, or the billing address shown therein.

XIII. Tax is not charged on account of demand raised by Tax Authorities under Section 73/74 of CGST Act or/and rules made thereunder. Any supplementary claim of GST on supplies already made shall be accompanied by a declaration or disclosure in the Invoice/Debit Note that tax is charged not based on demand as above.

XIV. Tax Invoice for supply of goods and supply of Services shall be received only on the basis of method prescribed under the Act prevailing at the time of supply of goods and services.

XV. GST Charged on Invoice shall meet the following as per GST Act/Rules prevailing at the time of supply:

A. Tax Invoice issued within the time period specified under the GST Law.

B. GST Rate is charges as per the GST Law read with the "Point of Taxation" as specified under GST Law.

C. Supplier has not opted for "Composition Scheme"

D. Tax Invoice/Debit Note/Credit Note/Supplementary Tax Invoice shall be signed by the Authorised Signatory of supplier either manually or digitally except in case of E- Invoice issued by the supplier as the Information Technology (IT) Act.

E. Transactions covered under the Reverse Charge Mechanism, GST shall not be charged, and invoice shall contain the remarks "GST PAYABLE BY "PURCHASER" and amount of SGST/CGST/IGST payable thereof shall be mentioned separately along with GST Number.

F. Goods/Services supplier must submit the Tax Invoice along with supply of Goods/Services within prescribed time limit stipulated under the law. Any loss of Input Tax Credit (ITC) or Interest Payment on account of delayed payment of GST under the reverse charge due to delay in submission of Invoice will be reduced from the amount payable on account of supply of Goods/Services.

G. In cases of Freight Payment to a transporter of goods by Road and operating under the reverse Charge mechanism (Goods Transport Agency), Freight Invoice Shall be accompanied by Lorry Receipt or Consignment Note stating a declaration of non availment of Input Tax Credit (ITC) and also specify the person liable to pay GST as PURCHASER along with our GST Number GST return Filing and GST Payment.

H. As a prerequisite to claim Input Tax Credit (ITC) of the GST Charged in the Tax Invoice, supplier of Goods/Services shall upload necessary data as per Tax Invoice Raised on us the GSTN portal with the correct information as disclosed on Tax Invoice issued, and file necessary returns prescribed under the GST Act and Rules, well withing the prescribed time limit and also pay the taxes charged in the Tax Invoice.

I. GST Registration Certificate shall not be surrendered or cancelled without depositing taxes and filing Tax returns. Due intimation shall be given in case of surrendering and Suo-moto cancellation initiated by GST department.

J. In case of those who have opted for Quarterly GST Tax Return Filing, invoices shall be uploaded in GSTR-1 under "INVOICE FURNISHING FACILITY" (IFF) on real time basis or before the due date prescribed for the month. Payment may be withheld if there is a delay in uploading invoices or filing return on quarterly basis.

K. Wherever TCS is applicable, it shall be added as a separate line item in Tax Invoice at the rate prescribed as per prevailing and prescribed time to time.

L. If there is/are any non-compliance of statutory provisions/requirement as mentioned above, either subsequent supplier/orders will be suspended and/or loss of Input Tax Credit (ITC), Interest payable, fine and penalties payable and or allied consequential damages/losses will be recovered either from dues payable or through separate tax invoice/debit note. PURCHASER reserves right to withhold payment of subsequent invoice if previous invoices are not uploaded in GSTR portal or not reflect correctly.

M. It is implied and trusted that all the Goods/Services are promptly complying with all statutory obligations including GST and PURCHASER absolves itself from any risk or liability on account of violation or non-compliance of any statutory obligations of the supplier. PURCHASER also reserves the right to recover and sue the supplier for any tax amount, interest, fine and penalty etc., to be paid back to Government/ Tax department and any other consequential loss incurred due to non-compliance by supplier and breach of trust by the supplier.

N. E Way compliances to done by the supplier as per Prevailing GST Law wherever required.

O. If the supplier is having taxable turnover below the threshold limit (presently Rs.20 Lakhs for the services and Rs. 40 Lakhs for Goods), an undertaking is required to this effect along with a declaration on Invoice stating that GST is not applicable since the taxable turnover is below the threshold limit. Whenever taxable turnover limit exceeds, necessary registration to be obtained and invoices shall be raised with applicable GST.

P. In the event of any change in GST Law after the execution of the contract (Change in Law) which causes any increase in GST rates or imposition of any tax or reduction in tax or increase in input tax credit (resulting in

PURCHASE ORDER

additional benefits) shall be notified by the supplier to PURCHASER and the supplier shall pass on the additional benefits including arising out of change in law to be passed on to PURCHASER.

9. TAXES:

1. The Supplier shall be exclusively liable for the payment of all taxes, cess and levies as applicable in respect of the PO at actual.

2. Refer GST compliance Annexure and amend the clause suitably. , Proof of Tax payment GST etc. refer Annexure with respect to GST compliance Guide a designated email id In case of failure to submit the documentary evidences/proof of tax payments, then Purchaser shall have a right to withhold the tax amounts from the subsequent payments or recover the tax amounts by other means.

10. LIQUIDATED DAMAGES (LD):

LD shall be assessed against the Supplier by the Purchaser if the Supplier fails to make complete delivery of documentation or equipment in accordance with the schedule specified in the PO or fails to expedite the replacement of damaged equipment or the Supplier manufacturing errors preventing timely completion of the work and should any of the said action of the Supplier in the opinion of the Purchaser delay the starting date of installation, commissioning and testing at the site, then Supplier shall pay the LD to the Purchaser at 0.5% per week maximum 5 % of the order value.

LD for non-achievement of performance: the aggregate liability under performance warranty shall not exceed 10 % of PO value.

11. TRANSFER OF RISK:

The risk of loss of or damage to supplies including installation or erection by Supplier and of Services shall transfer to Purchaser at the time they are successfully tested for acceptance and as per INCOTERM 2020The risk of loss of or damage to supplies shall pass to Purchaser as per INCOTERM2020

12. SUB-CONTRACTING TO THIRD PARTIES:

Subcontracting to third parties without Purchaser's written approval shall not be permissible and shall entitle the purchaser to withdraw from all or part of the contract and to claim damages.

13. MATERIAL PROVIDED BY PURCHASER:

Material provided by Purchaser, at no cost to Supplier for the performance of Purchasers orders shall remain property of Purchaser. Supplier shall, at no cost to Purchaser, store such material separately, mark it as Purchasers property, keep an inventory of it and carry out stocktaking of it at least one time per fiscal year. The material shall not be used other than for Purchaser orders. Supplier shall compensate Purchaser for depreciation in value or loss of the material. Supplier shall process a work the material for Purchaser who shall directly become the co-owner of the new or worked item to an undivided share of it, which corresponds to the value of the material provided by Purchaser for such item in relation to the other materials used for it. where such direct acquisition of co-ownership is not possible, Purchaser and Supplier are in agreement that Purchaser shall at all times during processing or working become the co-owner of the new or worked item to said share. Supplier shall apply due and proper care in keeping the new or worked item at no cost to Purchaser.

14. TOOLS SAMPLES AND INFORMATION:

Tools, forms, patterns, samples, models, drawings, specifications, documents and other information provided by Purchaser as well as items made with or in conformance to same, shall not be passed on to third parties nor shall they be used for purposes other than the performance of Purchase/s orders, except with Purchaser's prior written approval. They shall be safeguarded by Supplier against unauthorized inspection or use. Notwithstanding any further rights, Purchaser shall be entitled to demand their return to him, if supplier violates this section or if the performance of the order is completed. The foregoing provisions shall not apply to information which is in the public domain through no fault of the Supplier or was lawfully in his possession prior to receipt from Purchaser.

15. CLAIMING PENALTIES:

Claims for penalties, if any, of an order may be asserted by Purchaser in any event until his final payment is made about the relevant order. Rights of Purchaser to later assertion according to applicable law remain unaffected.

16. ASSIGNMENT OF RECEIVABLE:

No receivables of Supplier shall be assigned without the Purchasers written consent.

17. LIMITATION OF LIABILITY AND EXCLUSION OF CONSEQUENTIAL DAMAGES:

In no event, whether as a result of breach of contract, indemnity, warranty, tort, (Including negligence, strict liability or otherwise, shall Purchaser's liability for any loss or damage arising out of, or resulting from this agreement, or from the performance or breach thereof, or from the Goods or Services furnished hereunder, exceed the value of contract / Purchase order in respect of which claim would arise.

In no event shall Purchaser, their affiliates or any of its directors, officers, employees, agents or subcontractors be liable for exemplary, punitive, special, incidental, indirect or consequential damages (including attorney's fees), loss of business, or loss profits regardless of whether such damages were foreseeable or whether a party or any entity has been advised of the possibility of such damages.

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18. INDEMNITY:

The Supplier shall indemnify and hold harmless the Purchaser from all claims, losses, demands, causes of action or suits arising out of the Services, labour, equipment and material furnished by them. The Supplier shall also indemnify the Purchaser against all third party claims, any infringement of the Intellectual property Rights, unauthorized disclosure of Confidential Information arising from use of the Goods or any part thereof. The Supplier shall be solely responsible for injury to persons, animals or things and for all damage to property to whomsoever it may belong which may arise from operations or neglect of his or of any sub-Supplier or any of his employees where such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of the PO issued. This Clause shall be held to include inter-alia any damage to material whether immediately adjacent to or otherwise and any damage to roads, foot-paths, monuments or ways as well as all damages caused to the Goods or the work forming the subject of the PO.

The Supplier shall indemnify the Purchaser in respect of all actions, suits, claims and demands brought or made against Purchaser by the workmen of the Supplier or any other person or persons or government authorities whomsoever, in connection with the Goods and/or Services or in respect of any matter or thing done or omitted to be done by the Supplier in the execution of or in connection with the Goods and/or Services, notwithstanding that all reasonable and proper precautions may have been taken by the Supplier and against any loss or damage to Purchaser in consequence of any action or suit being brought against Purchaser for anything done or committed to be done in connection with the execution of the Services.

The Supplier shall reinstate all damages of every sort so as to delivery of the whole of the Goods and/or Services under this PO and, so as to make good or otherwise satisfy all claims for damage to the property to third parties.

The Supplier shall ensure compliance with all statutes, laws, rules and regulations of the Central or State Governments or any other authority, including but not limited to the Factories Act, Employee Compensation Act, 1923, Payment of Wages Act, Minimum wages Act, 1948, Employees State Insurance Act, Employees Provident Fund Act, etc., and any and of statutory modifications thereof in connection with employees engaged by him or his sub- Supplier in the work.

19. INTELLECTUAL PROPERTY RIGHTS:

The Supplier warrants that he lawfully possess all patents, copyrights, designs, proprietary information and trademarks (collectively hereinafter called "Intellectual Property Rights") of any material, equipment, methods, design, software, processes, manufacturing, or any other item concerning or connected with the Goods and/or he is duly licensed or otherwise entitled by applicable law to design, supply, manufacture and sell the Goods. The Supplier shall pay all royalties and license fees due and payables in respect of any Intellectual Property Rights used in connection with the PO. The Supplier hereby grants the Purchaser/end user, an irrevocable, nonexclusive, worldwide, perpetual, royalty free license to use of such Intellectual Property Rights he owns or possesses in respect of the Goods.

Should any suits for infringement of patents, processes, trademarks, designs or models are/be brought by anyone against Purchaser in connection with the PO, then Supplier agrees to substitute for Purchaser in any proceedings and to indemnify and hold Purchaser harmless from and against, without limitation, any liability incurred by Purchaser and also provided that Purchaser shall nevertheless approve the means of the defense and the choice of the attorney or attorneys.

Should the Supplier's substitution in proceedings is not possible or desired by Purchaser, the Supplier agrees to provide all legal assistance to Purchaser for its defense, and to bear all costs resulting therefrom including the amounts resulting from court orders issued against Purchaser, as well as all the expenses incurred by purchaser in connection with the proceedings. In case of infringement of the Intellectual Property Rights mentioned above, the Supplier notwithstanding any appeal, shall, at its own expense, as soon as the judgment in the first instance has been delivered: (a) either obtain the right for Purchaser to continue using the supply, or, (b) in agreement with Purchaser, either have the supply replaced by non-infringing supply, or have the same modified in such a manner so that the cause of the infringement disappears.

20. CONFIDENTIALITY:

Under this Purchase Order, Supplier is committed to comply with the confidentiality and refrain from informing or transferring to third parties, for whatever purpose and in any way, directly or indirectly, any Confidential Information and shall do its utmost to guarantee the protection of such Confidential Information, including their existence,. Supplier also acknowledges and confirms to keep and to warrant that its personnel and any of its affiliates, agents, consultants or subcontractors, co-Suppliers and their respective employees keep any such Confidential Information secret and confidential.

21. SUSPENSION:

The Purchaser reserves the right to suspend and reinstate performance of the whole or any part of the PO without invalidating the provisions of the PO. The Purchaser shall issue all orders for suspension or reinstatement of the Goods and/or Services under the PO to the Supplier in writing. Any necessary and demonstrable costs incurred by the Supplier as a result of such suspension of the Goods and/or Services shall be payable by the Purchaser provided such costs are substantiated with documentary evidence to the satisfaction of the Purchaser. The Purchaser shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Supplier or his Sub-Supplier

22. WAIVERS:

Neither any inspection by the Purchaser or its representative, nor any order, instruction, direction or issue of any certificate by the Purchaser or its representative for payment of money, or any payment for or acceptance of, the whole or any part of the Goods and/or Services by the Purchaser or its representative, nor any extension of time, nor any possession taken by the Purchaser, nor any exercise by the Purchaser of the rights of the Supplier shall operate as a waiver of any provision of the PO or of any power herein reserved to the Purchaser or any right to damages herein provided, nor shall any waiver of any breach in the PO be held to be a waiver of any other or subsequent breach, or amount to a variation.

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23. INSURANCE BY SUPPLIER:

- N1). All Goods supplied under the PO shall be fully insured, by the Supplier, on all risks basis against loss, damage, incidental to manufacture or acquisition and transportation including inland transportation up to destination / project site storage. The Supplier shall be fully responsible for replacement of loss/damaged Goods without affecting the delivery schedule and free of cost to the Purchaser. The Supplier is also responsible for the insurance of their erection and commissioning personnel (if any) for any accident etc.
- 2). Unless otherwise stipulated in the PO, the Supplier shall remain liable to insure the Goods until delivery at Purchaser's factory/customer's site/port as stipulated in the PO.
- 3). If applicable, Supplier bears the risk from the issuance date of this PO until the delivery of Goods to site as per Incoterms 2020 or its latest versions/editions.
- 4). Supplier shall maintain "Product Liability Policy /Commercial General Liability Policy" to protect the Purchaser from any claims/liabilities/third party liabilities arising out of performance of the equipment/components supplied by the Supplier.

24. FORCE MAJEURE:

Force Majeure is herein defined as any cause which is beyond the control of the Supplier or the Purchaser, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have been foreseen and which substantially affect the performance of the PO, such as:

adverse natural phenomena like floods, droughts, earthquakes and epidemics, acts of any government, domestic or foreign, war, declared or undeclared priorities, quarantines, embargoes, disruptions including fires, explosions, riots and civil commotions, terrorist act, such change in law of Republic of India or State of execution of project, which makes the performance of the obligations of a party illegal or impossible, provided either party shall within 7 (Seven) days from the occurrence of such cause notify the other in writing of such causes.

The Supplier or the Purchaser shall not be liable for delays in performing their obligations resulting from and only to the extent applicable and necessitating rescheduling (if any) of the balance critical activities due to any Force Majeure cause as referred to and/or defined above. The date of delivery will be extended by a reasonable time by the Purchaser considering the impact of such Force Majeure situation on the delivery schedule.

25. TERMINATION FOR DEFAULT:

Purchaser may terminate the PO upon the occurrence of any of the following defaults:

- (a) Supplier fails to perform and/or make delivery of the Goods and/or Services within the time or manner specified in the PO;
- (b) a breach of any other term, condition, representation, warranty or guarantee set forth herein shall occur and not be cured within thirty (30) days after Supplier shall have notice of such breach;
- (c) Supplier fails to make progress so as to endanger performance of the PO and fails to cure said failure within Fifteen (15) calendar days after notice thereof has been delivered by Purchaser to Supplier;
- (d) reasonable grounds for insecurity arise with respect to Supplier's performance and Supplier fails to furnish adequate assurances within ten (10) days after a written demand by Purchaser for such assurance;
- (e) any breach by Supplier of the provisions of Applicable laws; or
- (f) Supplier becomes insolvent, ceases to do business as a going concern, becomes unable to pay its debts generally as they become due; has a petition for an order for relief under the bankruptcy or insolvency laws or for reorganization, composition, adjustment or other relief of debtors under any law is filed by or against Supplier, makes an assignment for the benefit of creditors; or has a receiver or liquidator appointed for Supplier, or, has any court of competent jurisdiction orders the winding up or liquidation of the affairs of Supplier.

In the event of termination for such defaults, Purchaser may procure the Goods and/or Services from alternative sources as it deems appropriate without any further obligation to Supplier including that for partial performance, and Supplier shall pay to Purchaser any additional costs for Purchaser's re-procurement of the Goods and/or Services covered by the PO. In addition, Purchaser shall have the right to enter Supplier's premises in order to remove any Goods and/or Services to which title has passed to Purchaser. In the event that it is determined that Purchaser's exercise of its termination rights under this Clause was for any reason not justified or otherwise improper, Purchaser's termination of Supplier shall be deemed a termination for convenience under Clause 26. In such event, Purchaser's sole remedies in respect of such termination shall be as set forth in Clause 26 below.

26. TERMINATION FOR CONVENIENCE:

The PO and any and all rights granted and obligations assumed hereby may be terminated by Purchaser for its convenience immediately upon written notice to Supplier. Upon receipt of a notice of termination and except as otherwise mutually agreed, Supplier shall:

- a) Stop the delivery of Goods and/or Services under the PO on the effective date of the notice of termination; and
- b) Submit a termination claim within thirty (30) calendar days after the effective date of the termination notice incorporating all claims of Supplier. The amount to which Supplier shall be entitled upon complete termination of the PO shall be determined by the Parties hereto as being a fair and reasonable amount for the effort performed prior to the date of notice of termination. Purchaser may recover any amounts due to Purchaser from Supplier from the amount to be paid to Supplier for other open PO(s).

However, Purchaser's total liability to Supplier for such termination shall not exceed the PO price of the Goods and/or Services to which such termination applies. Further, Supplier shall have no claim against Purchaser for loss of anticipated profits or consequential damages suffered by reason of such termination.

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27. SAFETY TERMS:

- 1). The Supplier / transporter should have valid emission certificate, valid fitness certificate for the vehicle. Valid license of drivers entering factory premises. Supplier /transporter should have valid TREM card, spark plug for HSD tankers entering the factory premises. The same will be verified by the security at gate of the factory designated by Purchaser.
- 2). MSDS to be provided for the chemicals delivered
- 3). Supplier should follow all the environmental and safety instruction provided during Supplier's visit to factory
- 4). Waste generated during Supplier's activities in the factory designated by Purchaser to be disposed in the identified areas in the factory.
- 5). If any hazardous waste / e-waste are taken back by Supplier's personnel they have to be disposed to the authorized dealers only.

28. BUSINESS ETHICS:

Acceptance/ execution of this order shall be deemed to be

- a) a confirmation by Supplier that no benefit, either in cash or in kind, has been provided by Supplier to any officer or employee, or any relative / associate of any officer or employee, of Purchaser or of any of its associate companies, in order to secure this PO, and
- b) an undertaking by Supplier not to provide any benefit, either in cash or kind, to any such officer / employee / relative / associate as a reward or consideration either for securing this PO or any other matter relating to this PO.

29. GOVERNING LAW:

This Order shall be governed by and construed in accordance with the substantive laws of India.

30. ARBITRATION:

Any and all claims, disputes, questions or controversies involving the Parties and arising in connection with this PO, or the execution, interpretation, validity, performance, termination hereof (collectively, "Disputes") which cannot be finally resolved by such Parties negotiation shall be resolved by final and binding arbitration held in Bangalore in accordance with of Indian Arbitration and Conciliation Act, 1996, as amended from time to time (the "Arbitration").

The Disputes shall be referred to a sole arbitrator to be appointed by Purchaser. The place of Arbitration shall be Bangalore and the proceedings of Arbitration shall be conducted in English Language. The cost of Arbitration shall be borne equally by the Parties.

PURCHASE ORDER acknowledgement

The Supplier shall confirm in writing the Order within seven (7) days from its receipt or the Purchase Order shall be deemed accepted without reservations by Supplier, if he starts to execute the Purchase Order. Upon confirmation Supplier fully and unconditionally acknowledges the Purchase Order including all its terms and conditions, all documents referred therein and all its attachments and other integral parts. The Purchase Order terms having been discussed with the Supplier prior to its issuance, Purchaser will consider any confirmation note submitted with additional details such as comments or conditions as non-existing and irrelevant. Payments will only be executed if Purchaser has received the duly and unconditionally acknowledgement of receipt of the Purchase Order

MSME Confirmation:

In case your unit/firm/undertaking is a Micro, Small or Medium enterprise as defined under the Micro, Small and Medium Enterprise Development Act 2006 and a registration certificate as specified under the said Act has been filed by you, a copy of such registration certificate should be submitted to Purchaser within 10 Working days from the date of release of Order. This shall enable us to ensure that payment are made as per the government regulations and norms. However, in case a confirmation along with MSME certificate is not received within aforesaid 10 working days of receipt of this mail, then your organization shall be considered as Non- MSME for all the purposes till we receive the registration certificate This clause may please be ignored if it is inapplicable to you.

31. GENERAL:

1. No e-mail communication will be accepted as a legal notice/ legal claim served on the Purchaser. Such communication must be served at the appropriate address only by registered post.
2. If at any time during the term of this Order the performance of either of the parties is prevented or delayed, in whole or in part, by reason of war, hostilities (whether or not war is declared) or act of an enemy of the state, riot, rebellion, or civil commotion or military or usurped power, order of the government, public or local authority, natural disaster, acts of God etc.;

The party whose performance is delayed or prevented, as the case may be shall be relieved of its obligation and its duty to the extent of its performance is delayed by the presence of the aforesaid conditions.

Safety Clause: Supplier or Supplier's personnel deputed to render Service(s) in terms of this Order, shall strictly follow the Environment, Health and Safety (EHS) norms of Purchaser, while on Purchasers' premises. A copy of the Purchasers' EHS booklet will be given to Supplier or Supplier's personnel before the commencement of Service(s) under this Order. The salient features of the booklet includes, but not limited to "Supplier

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shall arrange for right protective equipment/clothing and other necessary items for Supplier's workmen and ensure that they are not only conversant with their usage but also use the same. Supplier shall take all necessary precautions as per Safety, Health and Environment rules of the company and Supplier are totally responsible for the safety and health of workmen and staff employed by Supplier shall take necessary insurance cover for Supplier's staff and workmen."

Further, the employees of Supplier's contractor and sub-contractor shall abide by the following regulations:

a) Whilst on the premises designated by Purchaser, comply with all health and safety legislation and company health and safety regulations in force from time to time.
b) Ensure that all equipment and tools brought on to the premises shall be in a safe condition, have recently been checked and that all personnel using the tools and equipment have been trained in their safe operation. Proper records and inspection documents shall be maintained and made available whenever demanded.

c) Ensure that training has been given in the safe operation/execution of the work to be carried out on the premises.

Purchaser, reserves the right to stop the work or terminate the contract at any point of time in case the contractor and sub-contractor is found not complying with the Safety, Health and Environment standards as stipulated in this document.

32. Statutory Obligation

The Contractor/ Supplier shall comply with all the applicable provisions of Labour Laws, codes and other statutory obligations laid down by the Central /State/Local Government authorities or any amendment thereof. However, some of the statutory obligations listed below are only indicative but not exhaustive.

1. As per the contract labour laws, the Contractor/ Supplier shall obtain Labour License for the number of workers engaged, from the Assistant. Labour Commissioner/License Issuing Authority.

2. As per the Provident Fund laws, the Contractor/ Supplier shall extend PF benefits to its Personnel / Workers. For this Contractor / Supplier shall arrange independent Code Number for its Establishment issued by a competent Authority. Please furnish P.F. Code No. to the Buyer's P & A Department/ HR Department of respective location.

3. The Contractor/ Supplier shall register itself either under company/Firm/Establishment as applicable with competent Authority before it applies for Labour License under the relevant labour codes.

4. The Contractor/ Supplier shall obtain a separate ESI Code Number for its Establishment or if ESI is not applicable it shall obtain Workmen Compensation Policy for its Personnel / Workers engaged in respective Buyer's Plant / location / Site.

5. As per the laws relating to Minimum Wages , the Contractor/ Supplier shall pay minimum wages to its workers as notified by Appropriate Govt.

6. Wherever applicable, the Contractor/ Supplier shall follow the provisions relating to the Interstate Migrant Workmen. According to this, labour license for Interstate Migrant Workers must be taken by the Contractor/ Supplier.

7. The Contractor/ Supplier shall maintain the Registers & records as per the contract labour rules and insure periodical returns sent to the concerned authorities within the stipulated time.

8. Only the adult workers are to be engaged. An adult worker is a person who is more than 18 years of age. Women adult worker are to be employed only between 6.00 am to 6.00 pm.

9. Contractor / Supplier shall ensure that the payment of wages to its workers is made in the presence of authorized representative of Buyer on or before 7th of every month.

10. Wages should be paid to the Personnel / Labour from the bank account or cheque maintained in the name of Contractor / Supplier. Payment from personal account / supervisors account shall not be a valid payment and will be a considered a non-compliance.

10. It is obligatory on the Contractor's/ Supplier's part to provide wholesome drinking water facility, toilets, urinals, washing facilities, rest rooms, canteen and first Aid facilities to its workers engaged in the Plant / location / Work Site.

11. As per the applicable laws in relation to factories, all necessary safety appliances must be issued to the Contractor's/ Supplier's Personnel / Workers and ensure strict compliance of their use by them.

12. The Contractor/ Supplier shall intimate the date of commencement of work as well as the date of completion of work, without fail.

13. Gate Pass/Identity Card: The Contractor/ Supplier shall issue Photo identity cards with name of its organisation to its Personnel / employees as per the sample provided by the Buyer under intimation to the Buyer's Security Department. All its Personnel / Employees shall have biometric identity card/gate pass and all shall mark attendance through biometric.

14. Uniforms: The Contractor/ Supplier shall provide uniform with their company's name at the back at its cost.

15. The Contractor/ Supplier shall comply with any other statutory obligations or administrative instructions that may be brought to its notice from time to time.

16. Explosives License: If applicable, the Contractor/ Supplier shall obtain explosive procurement storage and usage license from competent Authority and submit copy of such license to the Buyer.

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